

Terms and Conditions for Mobile Broadband Services -Postpaid

1. Definitions and Interpretation:

The following words and expressions shall have the meanings assigned to them unless the context otherwise requires:

Telecommunications Law: the Telecommunications Law No 13 of 1995 of Jordan and its amendments **Commission:** Telecommunications Regulatory Commission established by the Telecommunications Law.

Orange: Shall mean Petra Jordanian Mobile Telecommunication Company Ltd., a company licensed to operate and manage public mobile wireless telecommunications network, and to provide public mobile wireless telecommunications services within the Hashemite Kingdom of Jordan.

Subscriber: Shall mean the person or the entity signing or otherwise authorized to sign on behalf of him the subscription form after reading and agreeing on all terms and conditions hereafter.

Subscription Contract: means the terms and conditions that governs and regulates the relationship between Orange and the Subscriber and which shall include:

- Service Subscription Form: Application form for subscription to the service which is contract extension and set the information of the applicant and described the service to be obtained and which is completed by the Subscriber for the service intended to subscribe to,
- Tariff Booklet: The annex that may define the Service/offer, conditions of provision the Service, the Service price according to the tariffs published, traffic volume, and specific conditions for certain offers, if applicable.
- These standard terms and conditions of subscriber's contract.

4G: Advanced International Mobile Telecommunications System technology for fourth generation Networks.

3G+: Universal Mobile Telecommunications System Systems technology for third generation Networks.

2G: Global System for Mobile Communication system technology for second generation networks.

Service: Mobile Wireless Broadband Service that this contract calls for, by which the Subscriber will have access to the Internet and data services through Orange's network.

Network: Shall mean the entire 2G and/or 3G+ and/or 4G mobile telephone network operated by Orange within the territory of the Hashemite Kingdom of Jordan.

License: The authorization granted by the Commission or the contract or the agreement signed by the Commission and Orange allowing to establish, operate and manage a Public Telecommunications Network, or provide Public Telecommunications Services, or use Radio Frequencies pursuant to the provisions of this Law and the by-laws issued pursuant thereto.

SIM: is smart card application that should be connected to the USB Dongle or Modem to define the customer access on the network, as for this Service is a data only line with SMS service enabled.

Subscription day: The date, on which the subscription contract is signed, and the due fees are paid.

Subscriber's Information: For an individual: A copy of the I.D, resident permit for non-residents or passport. For a company, corporation or any other legal entity: A copy of the registration certificate, valid vocational license, and a copy of the powers authorizing the signing person with a copy of his I.D to sign the contract on its behalf.

Force majeure: the exceptional incident that can not be expected and prevented that make the implementation of the commitment impossible, and therefore Orange is no longer able to fulfill its obligations under this contract..

USB Dongle (Universal Serial Bus): a portable device (dongle) that attaches to a USB port to enable a PC/Laptop to connect to 2G/3G+/4G networks for the access to the Service.

2. Service Description:

Mobile Broadband Postpaid service, which allows the subscriber to access to Orange network to benefit from wireless access to the Internet and all related data communications services with the possibility to send/receive SMSs by using Subscriber Identity Module Card "SIM" and the USB Dongle attaches to a USB port to enable a PC/Laptop, or by using Modem , to connect to 2G/3G+/4G networks, and therefore payments are due _as described in the Terms and Conditions below resulting of subscriber's use of the services provided with the tariff set by the Orange.

3. Subscriber's access to the service

1. On the subscription date and provision by the subscriber of payment to Orange of the fees and deposit as described in clauses 4/4 and 4/7, Orange shall provide the subscriber with a SIM Card, and a USB dongle or Modem, which shall enable the subscriber to access the Service.
2. The subscriber, when applying to obtain the services has to make sure of the scope of coverage in the area which he/she desires to utilize the service in and inquire from Orange about being within Orange's network coverage area (4G) and/or (3G+) and/or (2G).
3. As the subscriber submitting his/her request to get the Service, Orange has to activate the service provided that the specifications of PC/Laptop owned by the subscriber shall be compatible with Orange's USB dongle or the Modem, in addition to be within the Network coverage area of 2G and/or 3G+ and (4G) as defined in Orange Network system.
4. Orange will make its best endeavors to provide the service within five working days from the subscription date.
5. Orange warrants that the USB dongle provided to Subscriber for accessing the Service (the "USB Key") or modem is free from faulty workmanship, design, manufacture or mechanical defects.
6. Where the Subscriber has purchased the USB key from Orange, the warranty shall cover a period of 12 months as from the date of delivery.
7. Without prejudice to clause 8 herein, Subscriber may, during a period of 3 days commencing the reception date of the USB and/or the software or devices, to notify Orange of whatsoever malfunctions, accordingly Orange will replace the defected USB, software or devices provided always that such malfunctions are confirmed within 5 working days commencing its notification.
8. No warranty shall apply for the USB key or the SIM card if any unauthorized person has repaired or tried to repair or has not been used or installed according to the manufacturing specifications. Additionally, no warranty shall apply where the USB key has been damaged by any external factors such as (but not limited to) contact with liquids, electric shock, extreme temperatures, thermal damage, improper voltage or power supply or shock resulting from fall. Accordingly, Orange shall not be liable to the Subscriber

and/or any other third party for any consequential damages arising from such defects.

9. Orange does not guarantee compatibility with any hardware and/or software not provided by Orange in the event of any changes/upgrade brought to the network infrastructure or technology.
10. Orange will use its best endeavors to maintain continuity of service in cases of changes/upgrades being brought to the network infrastructure or technology.

4. Charges and Payments

1. The Subscriber shall pay the tariff corresponding to the Tariff brochure chosen by the Subscriber.
2. The quality and availability of the Service over 3G+ and 2G is within the territory of the Hashemite Kingdom of Jordan, Service in Roaming outside Jordan shall be subject to connection to foreign networks which is not guaranteed.
3. On subscription date, the subscriber shall pay Orange the connection fee and the first monthly subscription fee corresponding to the offer that the subscriber has selected, according to the tariffs published by Orange applicable at that date.
4. A detailed monthly bill in Arabic or English (according to the Subscriber's request) will be sent to the Subscriber at the e-mail address provided by the Subscriber to Orange, the Subscriber could be notified of the amount of bill through sending SMS to the Subscriber's mobile number confirmed to Orange, or through mail according to the Subscriber's request for an extra fee paid by the Subscriber in accordance with the related legislations.
5. The subscriber shall pay Orange all fees and charges mentioned in this monthly invoice, by the due date clearly specified on the invoice, and Orange's records shall be conclusive and final evidence of the amounts due by the subscriber.
6. Fees and charges for the service are included in the tariff brochures applicable and available in all points of sale or on request to be submitted to the customer care center. Orange has the right to increase the fees and charges from time to time. Such changes will be published at least one

month prior to their application by two daily local newspapers, provided that these charges or prices will not exceed what is stated in the conditions of the licensing agreement, or the instructions and decisions issued by the Commission, unless the changes concern a decrease in the fees and/or charges. In this case, changes will take effect immediately. In all cases, the Licensee shall inform the Commission of any changes he makes to those charges or prices.

7. On the date of signing this contract, Orange reserve the right to request a deposit amount against all subscribed services, such deposit shall at no event exceed the estimated invoice for three months, Orange may utilize this deposited amount to settle customer unpaid dues. It is also acknowledges that Orange may require an additional deposit amount if customer subscribe to Roaming and/or international call service.
8. In the event of termination of this contract for whatsoever reason, Orange will, after deduction of all due amounts, refund the remained deposit within one month commencing the termination date, it is acknowledged that no interests whatsoever shall apply on the deposited amounts.
9. The subscriber shall be subject to a credit limit which is the maximum amount for all due unpaid charges and services. This credit limit is predetermined by Orange, but will not be less than the total deposit paid by the subscriber. The subscriber can increase this credit limit at any time by paying an extra deposit refundable at the termination of this contract. When the credit limit is reached, Orange reserves the right to limit the service to the reception of calls, until payment is made or until the credit limit is increased.
10. The subscriber shall pay all fees and taxes owed to government agencies in the Kingdom and due for service where Orange collects them on behalf of the competent tax authority of the Hashemite Kingdom of Jordan.
11. The deadline for payment of each invoice shall be mentioned on it, payment of the monthly invoice shall be made before the invoice due date. In case such payment is not made within 10 days after the due date, Orange reserves the right to suspend the access to the Internet and restrict the service on receiving only SMSs. If such payment is not made within 45 days after the due date, Orange reserves the right to terminate the contract without prejudice the provision of the below clause (12).
12. In case of termination of the contract, the fees and charges shall become due up to the termination date.

13. The invoices sent to the subscriber shall be considered as written notification and warning for terminating the contract, and/or disconnecting, or withholding the service.
14. Service problems or over billing shall be subject to refunds or rebates to the Subscriber upon Orange acknowledgment.

5. Quality of Service

1. Orange will make its best endeavors to provide an acceptable and reasonable level of service as the speed of accessing the service is not guaranteed in accordance to the limitations listed in clause (8) below of this article.
2. The subscriber acknowledges that Orange shall not be liable for any occurring negative impact affecting the quality of the service as well as service continuity in case the same shall result from force majeure or external radio interferences, it also does not assume any responsibility for Orange to compensate for any loss or damage arising from the misusing of the service by the subscriber. The subscriber will lose by all means the right to object to or seek compensation for that, unless agreed otherwise.
3. Orange shall never be responsible or liable of any interruption in service that is caused by a third party, a force majeure event.
4. The service is only available in areas covered by Orange network depending on the subscriber location within the coverage area of the related network.
5. Orange's coverage areas are in accordance with the conditions and obligations of its granted license and the regulatory provisions issued by the Commission in this regard.
6. In areas that the service is available, it is technically impracticable for Orange to guarantee that:
 - (i) the service is available in each place within an area where there is coverage,
 - (ii) there will be no delays in transferring data when switching between bearer networks (4G, 3G+ and 2G), and
 - (iii) there will be no congestion on our network.
7. The coverage areas of the 4G, 3G+ and 2G networks are not the same.
8. The speed of data transmitted using the service will vary depending on the following factors:

(i) The network used to connect to the service (for example, the subscriber may obtain faster data transfer speeds on the 4G than on 3G+ network and the 2G network). The subscriber will not experience broadband speeds where only 2G coverage is available.

(ii) The distance from a mobile tower;

(iii) The capacity and load of the mobile tower;

(iv) The number of users sharing the network;

(v) The subscriber's equipment and software;

(vi) General activity on the Internet; and

(vii) Speed and capacity of the server the subscriber is accessing.

9. Orange undertakes to exert reasonable efforts to repair the faults when they occur and in accordance with terms and obligations of its license.

10. Orange undertakes to compensate subscriber in case it is proved that a malfunction or interruption has occurred in the services rendered, as a result or prior to it, which caused harm for the subscriber, equal to the period of malfunction and/or interruption conditioned that this malfunction and/or interruption resulted from Orange's failure to provide the service, and the right for compensation will not include the cases when the service is stopped for reasons of maintenance, modifications or expansions done to the network, given that a reasonable time frame prior notice is sent to the subscriber, and this compensation does not include the consequences caused by a third party or for reasons of force majeure, the compensation shall be made based on agreed terms between the two parties, as to include reimbursement of money, or giving discounts or compensating by communications hours or additional bundles or by reversing value to subscriber's account, all based solely on Orange's discretion, and it is known that Orange's responsibility does not include direct and indirect harm caused to the subscriber other than what's mentioned above.

6. Subscriber Responsibilities

1. Orange may provide the subscriber with a unique username and password to access the Service. The Subscriber shall not disclose same to any third party.

2. The Subscriber shall be fully responsible for and shall bear all charges, losses or damages whatsoever arising from any use or misuse of the account and/or username howsoever same may arise.
3. The Subscriber warrants that he/she shall not use the Service directly or indirectly:
 - a) for any unlawful purposes, including any breach of any regulations, or other criminal purposes nor for transmitting or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character;
 - b) For causing any threat, harassment, annoyance, inconvenience or needless anxiety to any third party.
 - c) To post or transmit any information or software which contain a virus, worm, or other harmful component;
 - d) To copy, upload, post, publish, transmit, reproduce, or distribute in any way or manner whatsoever, information, software, or other material which is protected by a copyright or other proprietary right or derivative works with respect thereto, without obtaining permission from the copyright owner;
4. The Subscriber shall be responsible for ensuring compatibility of the software provided for accessing the Service with any equipment used or owned (as the case may be) by the Subscriber.
5. The Subscriber recognizes that the Service may provide permanent access to the Internet and that his/her computer or other device may remain connected to the Internet. The Subscriber agrees to take all necessary and appropriate measures so as to protect his/her data and/or software from, among other things, computer viruses or intrusion of a third party for whatever reasons.
6. The subscription contract, the SIM and the cellular phone number ascribed to the subscriber are set for the personal using of the subscriber and hence, he/she may not assign, transfer them, selling or rent the SIM or the service without obtaining the prior consent of Orange in writing to that effect.
7. The SIM and the cellular telephone number shall be the exclusive property of Orange. Accordingly, the subscriber shall in no case seek to modify or

tamper the SIM or the software, or to use it fraudulent or in a misleading manner. In all circumstances, the subscriber shall stand solely liable for any unauthorized use thereof.

8. The SIM card will only be used in authorized 4G/3G+/2G device compatible with it. Any contravention to this provision may cause an immediate inability of the subscriber's utilization of the service.
9. The subscriber shall immediately inform Orange, in writing, of any changes in its provided personal data.
10. Any request by the subscriber for changes in the service shall be made through described procedures in Orange. This request shall be in writing in the following cases:
 - The subscriber is a corporation or any other legal entity.
 - It is expressly requested by the subscriber.
11. The subscriber undertakes by using the service through licensed devices, or having the pre- approval of the commission, and any breach of this will result in immediate of not possible to use the service, where the subscriber bear any subsequences that may result from the use of devices not approved by the Commission.

7. Disconnection of the service

1. The service will be disconnected temporarily or permanently for security and general safety reasons or upon the use or attempt to use the service fraudulently or in violation of public morality.
2. The service will be stopped in the case that the Subscriber Identity Module Card is stolen or lost, then the subscriber shall promptly notify Orange either by writing via the registered mail or through appearing in person at Orange's headquarters, Orange should invalidate the Subscriber Identity Module Card and totally disconnect the service. However, and without prejudice to the aforementioned, the subscriber may call the customer care center to assure the fast service disconnection noting that he/she shall bear the expenses of using the service until disconnected, and he/she shall bear the additional costs set for issuing the substitute Subscriber Identity Module Card. No reconnection fees will be applied.

3. The service is stopped temporarily when there is technical failure, planned modifications or maintenance of the system, as to notify the subscribers in advance of the planned ones; Orange will take all reasonable action to reconnect the service considering that no reconnection fees will be applied.
4. Orange is entitled to stop / disconnect the service immediately on a permanent or temporary basis in case of a written request by the security authorities and the judiciary or by the commission, and in this case Orange will not be responsible of any compensation for damages suffered by the subscriber as a result.
5. Orange will disconnect the service if the contract is terminated with accordance to article 8 below (The duration and termination of the contract).

8. The duration and termination of the contract

1. The contract comes into force from the date of signing the service application form for a minimum period of one year.
2. Without prejudice to the provisions of Article 8 / 1 above, the first term of this contract as described in the application form and be binding on the Subscriber, and renewed automatically for similar periods unless either party notifies the other party its desire to terminate the contract before the expiry of thirty days, In all cases, all due amounts shall be settled.
3. The subscriber may terminate the contract at any time, except provided otherwise, stating that all the due amounts and fees are paid up to the end of the contract term or its renewal term before the termination date.
4. The contract is allowed to be terminated during the remaining period as of the written consent of the two parties.
5. Orange has the right to terminate the contract automatically in any of the following circumstances:-
 - a. Any information provided by the subscriber proves to be fraudulent or erroneous.
 - b. The subscriber failed to pay any invoice in due time, as described in Article 4/11.
6. Orange has the right to terminate the contract automatically without any notification or warning the subscriber in any of the following circumstances:-
 - a) The Subscriber breaches any of the terms of the subscription contract, and the provisions of the Telecommunications Law.

- b) In case of bankruptcy or liquidation of Orange, and in case that liquidation was voluntary, Orange has to inform subscribers of its decision to perform liquidation, given that the liquidation procedures will not commence before the passage of two months from the date of informing subscribers of the decision.
 - c) Orange license to operate the network is revoked or suspended by the Commission.
 - d) In case of decease of subscriber as an individual or in case of bankruptcy as a company unless otherwise agreed.
7. Orange has the right to terminate the contract if any information provided by the subscriber is incorrect and/or misleading and/or falsified, and failure by the subscriber to correct his status within a week from being notified using the mean deemed appropriate by Orange.

9.Subscriber Obligations

1. Subscriber shall not sell, distribute or utilize the Service or any hardware provided for any commercial arrangement.
2. Subscriber shall under no circumstances modify the software and/or hardware provided.
3. Reverse engineering of any hardware or the software provided under this Contract shall be considered as a breach of this Contract and of Intellectual Property rights. Orange reserves the right to take legal action against any person in breach of this clause.
4. Subscriber acknowledges and agrees that he/she shall not use the Service in any manner which may adversely affect Orange or its affiliates' networks or any other Subscriber.

10. Intellectual Property Rights

1. Orange is the holder of all the rights for the commercial distribution of the Modem and USB key hardware and/or software or part thereof. This Contract does not transfer any of those rights onto the Subscriber. Any reproduction, modification, or adaptation is strictly prohibited and shall constitute a breach of this Contract.

2. Orange is the authorized licensee of the USB key hardware and/or software or part thereof. This Contract shall not transfer or confer such rights onto the subscriber.

11. Claims

1. Orange will activate a phone number (1777) for customer service and customer complaints, Orange will consider any complaint and will endeavor its best efforts to respond as quickly as possible, in the event of an evidenced financial claim or problems concerning the level of service provided, Orange will endeavor its best efforts to take remediable action as soon as possible to refund any amounts relating to errors in the invoices during a maximum period of one month from the date of filing the complaint. Orange reserves the right to set all required procedures and mechanism of submitting written complaints as it see necessary.
2. This contract compels with the Hashemite Kingdom of Jordan in force laws, and the Kingdom's courts shall be the authorized and assigned party to deal with all disputes and disagreement that may occur over interpretation or execution of any of the terms and provisions stated in this contract, and also it is the right of the subscriber to resort to the Commission on the assigned number for complaints(117000) in relation to the disputes that is related to the level of service and/or for purposes to resolve any disagreement or dispute relative to any terms and provisions of this contract.
3. Orange commits to resolve all complaints submitted by the subscriber, which are proven valid, taken into account the rights of both parties mentioned in the articles of this contract.

12. Liabilities

1. Orange shall not be liable to the Subscriber and/or any third party for any damages whatsoever, including any loss, or other incidental or consequential damages arising out of the Subscriber's use or liability to use the Software, even if Orange or any of its authorized representatives has advised of the possibility of such damages, or for any claim by any other party.
2. Orange warrants that it has no control over the information transmitted to or from the internet. Orange shall not be liable for the transmission or reception of information of whatever nature.

3. Orange shall not liable for any expenses or damage of any interference or delay or failure in the service beyond its control and / or his will. Nor will also be responsible for lack of accessibility to the service because of lack of commitment by the subscriber with the instructions issued by Orange, as well as Orange does not assume any responsibility for compensating the subscriber for any loss or damage arising from his/her misuse of the service.
4. In no event shall Orange or its employees, affiliates, agents, are liable for:
 - (a) Any loss of data whatsoever caused including without limitations, non- deliveries, misuses, mis-deliveries as a result of any interruption, suspension, or for the contents, accuracy or quality of information or resources available, received or transmitted through the Service.
 - (b) Any direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract or otherwise.
 - (c) Any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the Subscriber or any third party, even if Orange has advised of the possibility of such damages.
 - (d) Orange shall not be liable for any error, omission, nor inaccuracy with respect to any information disclosed.

13. **Confidentiality**

1. Orange is committed to maintaining the confidentiality of subscriber information and not disclosing it, except that Subscriber agrees to be disclose or that is disclosed in accordance with the written request by the security entities and / or judicial and / or upon a formal request from the Commission
2. Orange may contact the Subscriber by mail, telephone, email, short message service or other electronic messaging services informing about other Orange products and services.
3. If the Subscriber does not require receiving information from Orange or any other third party in partnership with Orange, the Subscriber must inform Orange in writing addressed to the customer care center.
4. The Subscriber's name and telephone number will be included in the

directory service unless the subscriber explicitly request of not listing this information.

5. Orange will not be liable for any disclosure or statement of information relating to the subscriber caused by his/her use of the service.

14. Territory

The Service is only intended for use in the Hashemite Kingdom of Jordan. Additional charges, including applicable roaming charges, shall apply for using the Service outside the territory.

15. Miscellaneous Provisions:

1. These Terms and Conditions are issued by Orange and have been adopted and approved by the Commission. Orange is entitled to amend these Terms and Conditions, subject to prior approval of the Commission as the amendments shall become valid 30 days after its announcement in any of the media means, or after sending a copy to the subscriber, unless the subscriber has objected in writing to such amendments to the Commission or to Orange before the end of the (30) days.
2. The subscriber acknowledges that the selected address set forth in the application form will be adopted in any dispute or correspondence with Orange, including, but not limited to, delivering of the bills.

16. Notifications

1. Any notification in writing by Orange to the subscriber and vice versa will be valid upon delivery to the address noted for both parties in the subscription form.
2. Orange has the right to send the notification electronically or by fax to the subscriber or sending it via SMS to the mobile number of the subscriber which is documented at Orange, and will be considered received by the subscriber and valid from the first day after sending.
3. Orange's advertisements in daily newspapers are considered a notification to the subscriber.

17. Language

The terms and conditions of this subscription contract have been made in both Arabic and English languages. However, and in case of any dispute between the parties, the Arabic version shall prevail.