

TERMS AND CONDITIONS

For Purchasing Via e-shop

1. Definitions:

In this Contract the following terms shall have the respective meanings assigned to them words in the plural include the singular and vice versa):

- 1.1 **“Contract”**: means this contract comprising of these Terms and Conditions.
- 1.2 **“Customer or You ”**: means person who has an intention to purchase/order the goods via e-shop or is mentioned as recipient in the order .
- 1.3 **“Orange”**: means **Jordan Telecom Group**, a company organized and existing under the laws of the Hashemite Kingdom of Jordan.
- 1.4 **“Goods”**: shall mean all handsets, mobile & internet offers, modems, accessories, spare parts and other GSM or other equipment offered in e-Shop, which are categorized as “available” in e-Shop menu;
- 1.5 **“Modem”**: shall mean a device provided to You to use mobile internet services provided by Orange;
- 1.6 **“e-Shop”** : shall mean a virtual shop in eshop.orange.jo web site, where any Customer can get familiarized with the Goods presented in e-Shop, their description and prices, choose specific Goods make an Order, as set forth in the this contract. Orange is considered to be the e-Shop owner and administrator;
- 1.7 **“Order”** : shall mean an order on purchase of the Goods, chosen by the Customer from the list of the Goods placed in e-Shop, which is submitted to Orange through e-Shop.

2. General terms

Purchase and sale of the Goods through e-Shop are carried out and the offers on Goods presented in e-Shop are applicable solely in the Hashemite Kingdom of Jordan.

Orange may make special offers regarding Goods, which are applicable within the terms, manner and conditions announced for them by Orange

3. Goods sold by Orange :

3.1 The Goods and offered in e-Shop are determined by Orange at its sole discretion. Orange is entitled to unilaterally amend the list of the Goods offered in e-Shop without prior notice.

3.2 Orange does not guarantee availability of the listed Goods in the stock at any time. Orange informs the Customer about the unavailability of certain type of Goods. In such cases, the Customer's Order can be accordingly amended or the Customer can cancel the Order at its sole discretion.

3.3 Orange is entitled, at its sole discretion, to limit the quantity of the Goods You may order via e-Shop.

4. Information

4.1 The Goods can visually differ from their image/picture placed in e-Shop and other promo and advertising materials. The information placed in e-Shop is based on the description provided by the manufacturers of the Goods and images/pictures are placed as an example. Orange reserves the right to make changes in Goods' specifications, description and/or visual images/pictures,

without prior notice. Orange is not responsible for the information about the Goods placed in e-Shop, if it is based on the information provided by the manufacturer or supplier.

4.2 Information about the Goods, which includes and is not limited to the information about Goods price, description, provision terms, delivery conditions, terms and other, can be found in e-Shop, and in case of its unavailability therein, can be found in the pricelist, tariff plans, description of the offers, user guides, warranty ticket and other documents provided to Customer. These information and documents are available on Orange's official site, from Customer care, Orange points of sale, through mass media or through other means defined by Orange.

5. Orange Rights and Obligations

5.1 Orange is the sole owner of the e-Shop. The Customer can use the e-Shop only for personal purposes. The Customer is not authorized to use, reproduce, transfer, disseminate and/or otherwise maintain the text, audiovisual images, designs, signs, web graphics, descriptions of the Goods any other information or part thereof and/or the Orange brand and/or part thereof placed in the e-Shop without prior written consent of Orange. Any unauthorized use of e-Shop contents may be considered as a violation of the legislation and You shall bear responsibility in accordance with the applicable legislation.

5.2 Orange reserves the right to amend the terms and conditions of these Special Conditions from time to time, which shall enter into force at the time of publishing them in e-Shop, or as defined by Orange. If You continue using the e-Shop You give Your consent on accepting those amendments.

5.3 The use of the Internet, including its content, is made solely at Your own risk and shall comply with all local and international applicable laws, acts and norms.

5.4 Orange is not responsible for the delayed delivery or non-delivery of the Goods ordered by You, if such delay or non-delivery is a result of force-majeure influence or a result of circumstances beyond its control.

5.5 Orange may at any time suspend or change the Products offered via e-Shop at its sole discretion.

5.6 If the Customer commits a breach with regard to submission of the Order and/or receiving and/or accepting the ordered Goods / and/or making payment for them and/or fails to fulfill or fulfils partially these Special Conditions and/or the terms of the Subscription Agreement and/or refuses to sign the agreement and related documents and/or provides inaccurate information when making the Order, Orange is entitled at its sole discretion to reject the Order(s) further submitted by the Customer.

6. Price

Prices in e-Shop does not include the delivery price. Delivery price is paid by You. You can find out information about the delivery price while making the Order. The delivery price may vary, depending on the place of delivery. Orange is entitled to unilaterally amend the prices defined in e-Shop,

including the delivery price, without prior notice to Customer. Payments are made according to the prices and tariffs applicable at the moment of submitting the Order.

7. Payment

Payment for the Goods shall be made by cash You shall pay directly to the courier at the moment of delivering the ordered Goods to You.

8. Delivery

- 8.1 Orange makes the delivery of the Order through its internal field sales teams.
- 8.2 the term of delivery will be 2 working days. Customer gets called back for confirmation within one working day after its order, then gets delivered one working day after the call. Delivery hours will be from 9:00 AM to 18:00.
- 8.3 Before making the delivery we will contact You by the phone number stated in the Order, to inform You about the delivery of the ordered Goods and coordinate with You the time and place of delivery as well as the list of necessary documents subject to submission to Orange .

9. Confidentiality

- 9.1 You hereby agree and confirm that the personal data provided while making the Order and otherwise provided in e-Shop by You, including but not limited to Your first/last name, address, age and other data can be used by Orange by ways and for purposes not prohibited by law.
- 9.2 When submitting an Order in e-Shop You warrant and confirm that You are 18 years old at least and You have provided correct and full personal data. You bear full responsibility for the accuracy of the information provided by You when making the Order .
- 9.3 Orange warrants that it will use its best efforts to ensure the maximum safety and security of its e-Shop and is responsible for non-disclosure and confidentiality of the information entered by the Customer when making the Order in e-Shop, except for the cases defined by law and the necessity of disclosure of such data to the relevant competent authorities by Orange. However, You acknowledge and agree that Orange is entitled to use the information provided by You for executing its contractual obligations, including for ensuring the proper implementation of delivery through courier or postal service.

10. Governing Law

This Contract shall be governed by the Laws of the Hashemite Kingdom of Jordan. Any controversy, claim or dispute between the parties shall be finally settled by the competent of Court of Amman (Justice Palace).