

## Terms and Conditions of Prepaid Services

### 1. Definitions:

**Telecommunications Law:** means the Telecommunications Law No 13 of 1995 of Jordan and its amendments.

**Commission:** Telecommunications Regulatory Commission established in accordance with 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 Account:** Shall mean the information service in which the entire Subscriber's account data shall be stored, including:

1. the Subscriber's credit balance and
2. the validity and
3. the time set for receiving the calls.

**Subscriber:** Shall mean the person or the entity signing or otherwise authorized to sign 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:

- The subscription form on the backside of these standard terms and conditions including the enclosed Subscriber's data,
- 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.

**4G:** Advanced International Mobile Telecommunications System for fourth generation networks.

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

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

**Service:** Shall mean the access to the network via mobile handset compatible with the "2G" and/or "3G+" and/or "4G" systems.

**Network:** Shall mean the entire 2G and/or 3G+ and 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.

**Subscriber Identity Module Card (SIM):** Shall mean the registration chip card that shall be entered into the Subscriber's compatible terminal equipment whereby the Subscriber shall be identified by on the network.

**Scratch card:** Shall mean the card that includes credit, which may be used by the Subscriber to recharge the credit of the prepaid line that belongs to him/her.

**Date of expiration:** Shall mean the date on which the scratch card shall be expired and invalid.

**Validity period:** Shall mean the period during which the Subscriber can use his/her recharged account.

**Receiving period:** Shall mean the period of time during which the access to Internet will be suspended and the Subscriber can receive calls only, and may also be able to recharge his/her account and make emergency calls.

**Suspension period:** Shall mean the period during which the Subscriber may only recharge his/her account, or make emergency calls.

**Subscription day:** The date, on which the subscription form is signed, the line is purchased and the 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 or prevented that make the implementation of the commitment impossible, and therefore Orange is no longer able to fulfill its obligations under this contract.

## **2. Service Description:**

Prepaid service, which allows the Subscriber to access to Orange network to benefit from Orange mobile telecommunications services, as well as access to the wireless Internet using Subscriber Identity Module Card with mobile handset compatible with Orange Network, and therefore deductions are made on the

Subscriber Account registered on the network system according to the Subscriber consumption with the tariff set by Orange.

### **3. Subscriber's access to the service**

- 1) On day of subscription, and after the Subscriber paid the subscription fees and filling the Subscription Form, the Subscriber shall be provided with a Subscriber Identity Module Card and a cellular mobile telephone number, which shall enable him/her to access the service via the network.
- 2) The Subscriber, when applying to obtain the services has to make sure of the scope of coverage in the area which he 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 Subscriber's Identity Module Card and the mobile handset shall be compatible with Orange's network, in addition to be within the Network coverage area of 2G and/or 3G+ and/or 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.

### **4. Payment of subscription fees and charges:**

1. On day of Subscription, the Subscriber shall pay Orange the price of the Service subscription fees pursuant to the applicable tariff as published by Orange.
2. The Subscriber shall charge his Account by scratch cards noting that each Scratch card contains a specific credit that may be utilized during the validity period.
3. The scratch card shall not be used more than once and that the Subscriber may not use the scratch cards for deceptive or misleading purposes; in this case Orange shall be entitled to deny recharging the Subscriber's Account which it shall reserve its right to terminate the contract or cancel the subscription and disconnect the Service whether totally or partially.
4. The deduction from the Subscriber Account will be mad for the service charges and prices, and after each call according to the tariff brochure.
5. 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.

6. The Subscriber shall pay all required fees and taxes to government parties in the Kingdom on the rendered Service, which are collected by Orange on behalf of these parties.
7. If there is no balance in the Subscriber's account, the Subscriber will not be able to access to the Service except the calls to recharge his/her account and emergency calls, although the Subscriber will be able to receive calls until the expiration of the Receiving period.

#### **5. Validity, Receiving and Suspension periods**

1. The scratch card shall be used before the date of expiration shown on the scratch card, and the customer will be solely responsible on any uses violating the effective legislations and laws.
2. The credit available in the scratch card should be used before the validity period shown in the tariff booklet. However, the validity period shall commence as from the date on which the scratch card shall be used for charging the Subscriber account.
3. Each time the Subscriber recharges his/her credit, the credit and the validity period of the scratch card used shall be added to his/her account.
4. Following the expiration of the validity period, the Subscriber shall not be capable to utilize from the remaining credit available at his/her account which credit shall stand as terminated while the credit remaining at the account without being utilized shall not be compensated by Orange.
5. Following the expiration of the validity period, the service shall be partially suspended whilst the Subscriber shall be able to receive calls while he/she shall not be able to make any calls/Internet access except for those necessary to recharge the account and making emergency calls. This period called "Receiving Period".
6. During the Receiving period, the Subscriber can at any time, recharge his/her account to activate the full service.

7. After the expiration of Receiving period, and if the Subscriber does not recharge his/her account, Orange has the right to suspend the service entirely (Suspension Period), in this case the Subscriber will not be able to access the Internet services, make or receive any calls, except those needed to recharge his account, making emergency calls.

#### **6. Provision of service:**

1. Orange shall adopt all the necessary means in order to offer good service via the network, in accordance to its license granted by the Commission, as the service shall be available:
  - a. Within the geographical territory shown on the coverage map available at Orange shops or at the customer care center upon Subscriber's request.
  - b. As well as within the limits of the credit and the validity period.
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 will use its best endeavors to provide an acceptable and reasonable level of service as the speed of accessing the service is not guaranteed with accordance to the limitations listed in item (9) below of this article.
4. Orange shall never be responsible or liable of any interruption in service that is caused by a third party, a force majeure event, and radio interferences.
5. The service is only available in areas covered by Orange networks which transmit voice and data services depending on the Subscriber's location within the coverage area of the related network.
6. Orange's coverage areas are in accordance with the conditions and obligations under the granted license and the regulatory provisions issued by the Commission in this regard.
7. In the 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 bearers

Networks (4G to 3G+ and 2G),

(iii) there will be no congestion on the network.

8. The coverage area of the 4G, 3G+ and 2G networks are not the same.

9. 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 network than on 3G+ network and on 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.

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

11. 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 any 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.

## **7. Conditions of using the service by the Subscriber:**

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.
3. The Subscriber warrants that he/she shall not use the Service directly or indirectly:
  - a) The Subscriber shall not use the service against the regulations and applicable laws, or 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; as the Subscriber will be solely responsible on any use violates the effective legislations and laws.
  - 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 Mobile 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, device viruses or intrusion of a third party for whatever reasons.
6. The subscription contract, the Subscriber Identity Module Card 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, sell or rent the Subscriber Identity Module Card or the service without obtaining the prior consent of Orange in writing to that effect.

7. The Subscriber Identity Module Card 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 Subscriber Identity Module Card or otherwise use it fraudulently or in a misleading manner. In all circumstances, the Subscriber shall stand solely liable for any unauthorized use thereof.
8. The Subscriber Identity Module Card will only be used in authorized 4G/3G+/2G mobile handset compatible with related network. 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 information.
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:
  - a) The Subscriber is a corporation or any other legal entity.
  - b) 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. 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.

## **8. Claims**

1. Orange has to activate a phone number (1777) for Subscriber's services and complaints, and any complaint will be dealt with and responded within reasonable time, and in case a financial claim occurs or problems related to the level of service rendered, action shall be taken as quickly as possible to reimburse or charge any sums related to errors in invoices within a period no later than one month from date of complaint submitted by Subscriber. The concerned department or person at Orange shall resolve it as quickly as possible. And Orange has the right, according to its own procedures, to determine the written complaint mechanism by the Subscriber if needed.
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.

### **9. Disconnection of 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 modification 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 in accordance to article 9 below (The duration and termination of the contract).

## **10. The duration and termination of the contract:**

1. The contract comes into force from the date of providing the service to the Subscriber for a minimum period of one year as it will be automatically renewed for the same contract period.
2. The Subscriber has the right to terminate the contract on his sole discretion as he/she shall inform Orange in writing before thirty days from the date of termination, and stating that all the due amounts are settled.
3. 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.
  - e) The Subscriber failed to recharge its account within the suspension period.
4. 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.

## **11. 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.

## **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 been 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, or the like be 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 contracts by the Subscriber.
- 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 been 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 by the Subscriber.

### **13. 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.

### **14. Miscellaneous Provisions:**

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, 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.

### **15. 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.

### **16. 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.