

Terms and Conditions of Fixed Broadband Wireless Access Services

1. Introduction

- These terms and conditions were issued by Orange and approved by the Commission. Orange has the right to amend these terms and conditions provided that it obtains the Commission prior approval, the amendments shall come into force thirty (30) days after announcement in the media or by delivery of a written copy of such amendment to the applicable Subscriber, unless that Subscriber objects to such amendments to the Commission or to Orange in writing before the expiry of that thirty (30) day period.
- These terms and conditions were issued in both Arabic and English languages, and in case there is any difference between them, the terms and conditions in Arabic language shall prevail.
- Orange provides the service to the Subscriber in accordance with the provisions of the license granted to it by the Commission.
- The Subscriber acknowledges that he/she has read and understood these terms and conditions before signing the contract. So, it was approved.
- The Introduction of this contract is considered an integral part of the contract and shall be read in alliance with the whole contract as one unit.

2. Definitions:

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

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

Commission: Telecommunications Regulatory Commission established by the Telecommunications Law and its amendments.

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 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 annexed to the contract, which set the information of the applicant, 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 the Service provision, the Service price according to the published tariffs, traffic volume, and any specific conditions for certain offers that published on the website, electronic applications, or any special brochures available upon subscription.
- These standard terms and conditions.

5G: International Mobile Telecommunications System for fifth generation networks.

Service: Shall mean the fixed broadband wireless access to the network that enables the access by the Subscriber to the internet network and related data connectivity via the Network.

Network: Shall mean the entire 5G Mobile Wireless Access 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: is a smart card (SIM) that defines the Subscriber access on the Network, or the electronic registration code (e-SIM) that is programmed on the Subscriber's compatible device and according to which the Subscriber is identified on the Network.

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

Subscriber's Information: For an individual: copy of the national identity card, resident permit for non-residents or passport. For a company, corporation or any other legal entity: copy of the registration certificate, valid vocational license, and a copy of the authorized signatory's certificate with a copy of national identity card.

Force majeure: the exceptional event that cannot be foreseen and prevented that makes the implementation of the obligation impossible, and therefore Orange is no longer able to fulfill its obligations under this Subscription Contract.

Terminal Equipment: device that is compatible with Network specifications to access fixed broadband wireless services via 5G Network.

Coverage area: means the location of the Subscriber as specified in the Service Application Form which the Service is restricted to be provided to that location only.

3. Service Description:

Fixed broadband wireless access service, which enables the Subscriber of accessing to the internet and all related data communications services in the Coverage area of the Subscriber location that is pre-determined in the Service Application Form, by using Subscriber Identity Module and through Terminal Equipment compatible with the Network in accordance to the terms and conditions of the offer assigned to the Subscriber.

4. Service Subscription

1. The Subscriber, when applying to obtain the services, has to make sure of the coverage in the area which he/she mainly desires to use the Service in, and inquire from Orange about being within Orange's Network Coverage area.
2. As the Subscriber submitting his/her request to get the Service, Orange should activate the Service, provided that the Terminal Equipment is compatible with Orange's Network, in addition to be within Orange Network Coverage area.
3. On the Subscription date and after the Subscriber has filled the Subscription Form and paid the subscription fees, Orange shall provide the Subscriber with subscription number, Subscriber Identity Module, and Terminal Equipment as available in the offer, which will enable the Subscriber to access the Network.
4. Orange commits to exert its best endeavors to provide and activate the Service within a maximum of four working days from the Subscription date.
5. The warranty period for Terminal Equipment provided by Orange covers 12 months from the date of delivery.
6. Without prejudice to clause 7 herein, the Subscriber, in the event that he/she receives Terminal Equipment/devices from Orange, and within 3 days commencing the reception date of the Terminal Equipment, notify Orange of whatsoever malfunctions. Accordingly, within 5 working days commencing its notification, Orange will replace the defected Terminal Equipment that proves manufacturing defects.
7. No warranty shall apply for the Terminal Equipment provided by Orange or Subscriber Identification Module 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 Terminal Equipment has been damaged by any external factors such as (but not limited to) liquid damage, electrocution, high temperatures, thermal damage, improper voltage or power supply or damage resulting from falling. Accordingly, Orange shall not be liable to the Subscriber and/or any other third party for any consequential damages arising from such defects.

8. Orange does not guarantee compatibility of any device or programmed software not provided by Orange.
9. Orange commits to exert its best endeavors to maintain continuity of Service in case of changes/upgrades being brought to the network infrastructure or technology.

5. Prices, fees and method of payment:

1. The Subscriber shall pay the due amounts- as described in the terms and conditions below- according to the offer assigned to the Subscriber and the tariff set by Orange corresponding to the chosen offer as mentioned in the Tariff Booklet.
2. On the Subscription date, the Subscriber shall pay Orange the connection fees and the first monthly subscription fee corresponding to the offer that the Subscriber has selected, according to the tariffs applicable at that date as published by Orange.
3. A detailed monthly bill in Arabic or English (according to the Subscriber's request) will be sent to the Subscriber e-mail address, the Subscriber could be notified of the amount of bill through sending SMS to the Subscriber's mobile number documented at Orange.
4. The Subscriber shall pay Orange all fees and charges mentioned in the invoice by the due date as specified in the invoice, and Orange's records shall be conclusive and final evidence of Subscriber 's due amounts, unless the Subscriber proves otherwise.
5. Fees and charges for the Service are included in the Tariff Booklet applicable and available in all points of sale. Orange has the right from time to time to increase the fees and charges included in the Tarriff Booklet. 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 License 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,

Orange shall inform the Commission of any changes it makes to those charges or prices.

6. Upon signing the contract, Orange reserves the right to request a refundable deposit amount for the services that are subscribed to by the Subscriber, provided that it does not, in any case, exceed the value of the expected bill for the Subscriber for three months. Orange is also entitled to use the deposit amount to cover any fees and charges not being paid by the Subscriber.
7. In the event the Subscriber terminates this contract for whatsoever reason, Orange will, after deduction of all due amounts, refund the remained deposit within one month commencing the termination date.
8. The Subscriber shall pay all required fees and taxes to governmental entities in the Kingdom for the rendered Service, which are collected by Orange on behalf of these entities.
9. The Subscriber shall pay all due fees and charges shown in the invoice within 10 days from the invoice issuance date (due date). In case such payment is not made within 10 days after the due date, Orange reserves the right to suspend the Service without prejudice to the entitlement to the monthly fees and charges on the subscription during the suspension period. If such payment is not made within 45 days from the due date, Orange reserves the right to terminate the contract without prejudice to the provision of article (5) clause 10.
10. Subject to the provisions of applicable legislations, Orange may terminate the contract in case the Subscriber breaches any of these terms and conditions, thus the monthly fees and charges shall become due up to the end date of initial or renewed contractual term.
11. The invoices sent to the Subscriber shall be considered as written notice of payment of the due amounts incurred by the Subscriber, provided that the invoice shall include an explicit reference to that.

6. Quality of service:

1. Orange commits to exert its best endeavor to provide good level of service that enables the Subscriber to benefit from the Service in the Coverage area referred to in the Service Subscription Form and according to the obligations stated in its License agreement.
2. The Subscriber acknowledges that Orange will not be responsible or liable in any way for any discrepancies or deficiencies or interruption of Service that

may arise from time to time due to force majeure, and / or external radio interference or caused by third party. Orange does not accept any responsibility for the compensation for any loss or damage arising from the Subscriber misuse of the Service, and he/she will lose the right to object or request of compensation for this unless agreed otherwise.

3. The service is only available in the Coverage area of Orange Network.
4. The 5G service is considered available in case the 5G network signal detected wherever located in any part of house/real estate; in this case the subscription contract is valid in accordance with the terms and obligations stipulated in the License granted to Orange.
5. Orange's coverage is in accordance with the conditions and obligations of its license and the regulatory provisions issued by the Commission in this regard.
6. The provision of the Service and its quality through the Network will be within the borders of the Hashemite Kingdom of Jordan.
7. In the Coverage area that the Service is available, it is technically impracticable for Orange to guarantee that:
 - a) the Service is available in each place within an area where there is coverage,
 - b) there will be no delays in transferring data, and
 - c) there will be no congestion on the Network.
8. The speed of data transmitted using the service will vary depending on the following factors:
 - a) The distance from the connected tower.
 - b) The capacity and traffic load on the connected tower.
 - c) The number of users sharing the Network, the Subscriber's equipment, software, and number of connected devices to the Service at the same time.
 - d) General activity on the Internet; and
 - e) Speed and capacity of the server the subscriber is accessing.
9. The Service is available for use only in the Coverage area of the Subscriber's location specified in the Service Application Form, Orange will not be responsible in any way for the unavailability or interruption of the Service outside the boundaries of the Coverage area.
10. Orange undertakes to exert reasonable efforts to repair the faults as soon as they occur and in accordance with the terms and obligations of its

License, where Orange makes no claims that the Service and/or the Network are free from defects.

11. Orange undertakes to compensate Subscriber if it is proved that the failure or interruption on the provided Service has occurred as a result of Orange negligence, and that caused harm to the Subscriber, where the compensation will be in proportion to the duration of failure or interruption. The right to compensation does not include cases in which the Service is stopped for the reasons related to maintenance, modifications or expansions that take place on the Network, provided that the Subscriber is notified of it within a reasonable period. This undertaking and compensation do not include any reason related to third party or for a reason of Force Majeure. The Subscriber reserves the right to request from Orange to refund the subscription fees of the affected service in proportion to the length of the period during which the problem existed, based on Subscriber's request (and up to a maximum of monthly subscription fees), whether by refunding balance, making discounts, or compensating of additional hours or capacities as approved by Orange, provided that the period of Service interruption is not less than (4) separate or continuous days per month, and it is known that Orange's liability does not include any direct or indirect damages to the Subscriber, except what is mentioned above.
12. Orange undertakes to inform the Subscriber electronically or through any of the means available to Orange about any change in the address or phone numbers of Orange.

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 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 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.

b) For causing any threat, harassment, annoyance, inconvenience or needless anxiety to any third party.

c) for posting or transmitting 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 acknowledges 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 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 and the mobile subscription number (MSISDN) ascribed to the Subscriber are set for the personal using of the Subscriber and hence, he/she shall not assign, transfer them, selling or rent the Subscriber Identity Module or the Service without obtaining the prior consent of Orange in writing to that effect.
7. The Subscriber Identity Module and the subscription number (MSISDN) shall be the exclusive property of Orange. Accordingly, the Subscriber shall in no case seek to modify or tamper the Subscriber Identity Module or the software, or to use it for fraudulent or in a misleading manner. In all circumstances, the Subscriber shall stand solely liable for any unauthorized use thereof.
8. The Subscriber Identity Module shall only be used in authorized Terminal Equipment compatible with the Network. Any contravention to this provision may cause an immediate inability of the Subscriber to access the Service.
9. The Subscriber or his/her authorized representatives undertakes to inform Orange of any changes to the information related to the subscription, whether phone numbers or residential address, for the purpose of verifying

the availability of the Service, otherwise the Subscriber shall bear any consequences resulting from that.

10. Any request by the Subscriber for changes to the service shall be made through described procedures as defined by Orange.
11. The Subscriber undertakes to use the Service through licensed devices or having the pre- approval of the commission. Any breach of this will result in the immediate consequence of not being able to use the Service, where the Subscriber bears any subsequences that may result from the use of devices not approved by the Commission.

8. 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 is stolen or lost, then the Subscriber shall promptly notify Orange either by writing via the registered mail or through personal attendance at Orange, Orange should deactivate the Subscriber Identity Module and disconnect the Service. However, and without prejudice to the obligation of Subscriber's written notice to Orange, the Subscriber may call the customer care center to assure the fast action of disconnecting the Service considering 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 replacement of Subscriber Identity Module. No reconnection fees will be applied.
3. The Service is stopped temporarily when there is technical failure, planned modification or maintenance of the system, provided to notify the Subscriber 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 or the judiciary authorities 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 with article 9 below (Term of Contract and validity).

9. Term of Contract and validity:

1. The contract comes into force from the date of Subscription for a minimum period of one year as specified in the Tariff Booklet for the offer selected by the Subscriber.
2. Without prejudice to the provisions of Article 9 / 1 above, the first term of this contract as described in the Service Application Form and the offer details will 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 thirty days from the expiry date of the contract. In all cases, all due amounts shall be paid.
3. The Subscriber has the right to early termination of the contract, all the due amounts and fees shall be paid up to the end of the initial or renewal term of the contract.
4. Any modification made to the subscription, and/or the nature of provided service or and/or the type of the offer mentioned in the Subscription Form and/or any details related to service, must be agreed between Orange and the Subscriber, where confirmation and documentation of the modification shall be made by Orange via an electronic message or SMS, provided that the Subscriber shall commit to new contractual period starting from the date of the approved modification, unless otherwise agreed.
5. The contract is allowed to be terminated during the remaining period of the contract term subject to the written consent of both parties.
6. Orange has the right to terminate the contract immediately in case the Subscriber failed to pay any invoice in due time, as described in Article (5) clause (9) of these terms and conditions.
7. Orange has the right to terminate the contract automatically without any notification or warning the Subscriber in any of the following cases: -
 - 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 the 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.

8. 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 rectify the situation within one week from being notified using the mean deemed appropriate by Orange.
9. In all cases mentioned in article (9) above, the Subscriber must return the Terminal Equipment provided by Orange to access the Service in good conditions within 7 working days from the date of notification to the Subscriber or from the date of Service cancellation. After the expiration of the above period, and in the event that the Terminal Equipment is not returned, Orange has the right to fine the Subscriber the Price of the Terminal Equipment.

10. Subscriber Obligation

1. The Subscriber shall not sell, distribute, or use the Service or the devices provided by Orange, for any commercial purposes.
2. The Subscriber shall not modify the software/hardware provided by Orange under any circumstances.
3. Any modification of the hardware or software stipulated in this contract shall be considered as a breach of this contract and intellectual property rights. Orange reserves the right to take the necessary legal measures against any person who has committed any act in breach of this clause.
4. The Subscriber acknowledges and agrees that the Service shall not be used in any way that may negatively affect Orange or its affiliate's networks or other subscribers.
5. The Subscriber undertakes not to use or allow the use of the Service for the purposes that violate security, public safety and/or morals, or in a manner that violates applicable laws and bylaws.

11.Services from Third Parties:

In the event that the Subscriber subscribes to any of the added services provided by a third party, and desire to charge the value and fees of his/her subscription to these services or applications by the monthly bill for the telecommunications

service provided by Orange, the Subscriber acknowledges that:

a) This added service/application is not related to the telecommunications services provided by Orange or its offers, and Orange does not bear any legal or moral responsibility for the content or nature of the service or any of its belongings and/or its dependencies, and the Subscriber acknowledges and confirms that the subscription and use of these added services or applications is at the sole responsibility of the Subscriber.

b) Orange will not be responsible in any way for customer service and/or receiving complaints and/or requests related to this service/application, and the Subscriber must contact the customer service center of this service/application, including complaints related to the mechanism and/or errors of subscribing to the service.

12. Intellectual Property Rights

Orange is the owner of all rights and commercial distribution of the devices supplied by Orange. This contract does not entitle the Subscriber to transfer any of those rights to a third party. Any reproduction, modification, or adaptation to this hardware or software shall constitute a breach of this contract.

13. Complaints and dispute resolution

1. Orange has to activate a phone number (1777) for Subscriber's services and complaints, and any complaint will be handled 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 in charge at Orange shall resolve it as quickly as possible. 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 laws of Hashemite Kingdom of Jordan in force, and the Kingdom's courts is the authorized and assigned party to resolve 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 the Subscriber has the right 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.

14. Limitation of liability

1. Considering the above, 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 of the service, or liability to Subscriber use of 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 be liable for any expenses or damage of any interference or delay or failure in the Service beyond its control and / or its will. Orange will not also be liable for the lack of access to the Service due to lack of commitment by the Subscriber with the instructions issued by Orange, as well as Orange does not bear any responsibility to compensate 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.

15. Confidentiality

1. Orange is committed to maintaining the confidentiality of Subscriber

information and not disclosing it, except that Subscriber agrees to be disclosed or that is disclosed in accordance with the written request by the security authorities and / or judicial order and / or upon a formal request from the Commission.

2. Orange has the right to contact the Subscriber by mail, telephone, email, short message service or other electronic messaging services informing about Orange products and other services associated with third party.
3. If the Subscriber does not require receiving information from Orange or any other third party in partnership with Orange, the Subscriber shall inform Orange of that through any of the available channels provided by Orange.
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 statement of disclosure of information related to the Subscriber that is caused as result of the Subscriber's use of the Service.

16. Notifications

- a) 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.
- b) 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.
- c) Considering the provisions of the applicable legislation; Orange's advertisements in daily newspapers are considered a notification to the Subscriber.

17. This contract consists of (17) articles, including this article.