

## ONLINE PAYMENT SERVICE TERMS AND CONDITIONS

Welcome to [www.orange.jo](http://www.orange.jo) Please read these terms and conditions carefully (the “Terms and Conditions”).

### 1. INTRODUCTION

- 1.1. Orange website [www.orange.jo](http://www.orange.jo) (The “Site”) is offering Orange customers “Customer” the online postpaid bill payment service and prepaid account refill (the “Service”).
- 1.2. This Service is currently available for Visa and Master Card holders only.
- 1.3. Your use of the Service shall be subject to these Terms and Conditions which form an agreement between you and [www.orange.jo](http://www.orange.jo) and its applicable subsidiaries and affiliates regarding your use of such Service.

### 2. AUTHORITY

- 2.1. It is understood that upon your submission of the registration form provided on the Site, you agree to be bound by the Terms And Conditions set forth below. If you do not wish to be bound by these Terms And Conditions, you may not use this Service.
- 2.2. By using the Service, you represent that you have the legal capacity and competence to enter into the terms, conditions, representations and warranties set forth in the Terms; otherwise, please exit the Site.

### 3. REGISTRATION, PASSWORD AND SECURITY

- 3.1. Whenever you provide information on our Site, you acknowledge and agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, [www.orange.jo](http://www.orange.jo) may without notice suspend or terminate your access to our Site and refuse any and all current or future use of our Site (or any portion thereof).
- 3.2. The Service requires you to register or open an account, you will be asked to set a user name for registration purposes in order to be able to use the Site or the Service you registered for. By using the Service you acknowledge your responsibility for any/all action that result from your use. Please select a password that would not be obvious to someone trying to guess your password, and change it if it was known by an unauthorized party through the website or by calling the customer care center depending on the Service and whether a “forgot my password” link is available. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify [www.orange.jo](http://www.orange.jo) of any

unauthorized use of your password or account or any other breach of security. Without limiting any rights which [www.orange.jo](http://www.orange.jo) may otherwise have, [www.orange.jo](http://www.orange.jo) reserves the right to take any and all actions, as it deems necessary or reasonable, to ensure the security of the Site and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the foregoing, [www.orange.jo](http://www.orange.jo) may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall [www.orange.jo](http://www.orange.jo) be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of [www.orange.jo](http://www.orange.jo) under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

- 3.3. The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the Site is invulnerable to all security breaches, and that [www.orange.jo](http://www.orange.jo) makes no warranty, guarantee, or representation that use of any of our Site is protected from viruses, security threats or other vulnerabilities.

#### **4. INTELLECTUAL PROPERTY RIGHT**

##### **4.1 Copyright**

All Contents of the Site (including but not limited to: text, logos, images, graphics, audio clips, buttons, icons, digital, downloads, software, data compilation) all Content of [www.orange.jo](http://www.orange.jo) and/or its suppliers/third parties, the compilation of all Content on the Site, all software used on the Site, and software suppliers are an exclusive property of [www.orange.jo](http://www.orange.jo) and governed by the Jordanian copyright law and the international copyright laws and applicable conventions.

##### **4.2 Trademarks**

[www.orange.jo](http://www.orange.jo) and other marks mentioned on the Site are all registered trademarks of [www.orange.jo](http://www.orange.jo) in Jordan and other countries. Other [www.orange.jo](http://www.orange.jo) graphics, logos, page headers, button icons, scripts, and service names are trademarks of [www.orange.jo](http://www.orange.jo), or its subsidiaries. [www.orange.jo](http://www.orange.jo) 's trademarks are not to be reproduced (a) in any media

without the written authorization of [www.orange.jo](http://www.orange.jo), or (b) in any way that is likely to cause confusion to the customers, or (c) in any way that could disparages or discredits us. You shall not use it in or as part of your own trademarks.

## **5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 5.1. The Service is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Service. You expressly agree that your use of the Service is at your sole risk. To the maximum extent permissible by any applicable law, we disclaim all warranties, express or implied.
- 5.2. [www.orange.jo](http://www.orange.jo) will not be liable for any damages of any kind whatsoever arising from or in connection with the Service, including, without limitations; direct, indirect, incidental, punitive, and consequential damages.
- 5.3. [www.orange.jo](http://www.orange.jo) shall not be liable for the removal from the Service of any material sent or posted by you on or via the Service and/or the blocking or suspension of your access to the Service or any part of it in accordance with these Terms and Conditions.

## **6. CUSTOMER CONDUCT AND RESPONSIBILITY**

- 6.1. Customer understands that by using the Service, he/she will be solely responsible to evaluate the accuracy, completeness and usefulness of all information you need to provide through the Site.
- 6.2. Customer acknowledges and agrees that Orange shall not responsible for any wrong payment entry on the Site and the payment will be uploaded to your account and it will not be refundable at all.
- 6.3. Customer is also aware that the payment he/she is intending to do needs at least 1 working day to be reflected on the account
- 6.4. Customer acknowledges that in case of conflict and/or inconsistency between the on-line payment and the monthly bill received by Customer through mail or courier service, the latter shall prevail.
- 6.5. As a condition of Customer use of the Service, Customer warrants to Orange that Customer will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. The Service is provided to individuals only and for personal use only. Customer agrees to use the Service only to pay a postpaid bill online and refill prepaid accounts on line . Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited.

## **7. APPLICABLE LAW**

By visiting the Site and using the Service , you hereby acknowledge that the laws of Hashemite Kingdom of Jordan, without regard to principles of conflict of laws, shall

govern these Terms and Conditions and any dispute that may arise to in respect of the same shall subject to the exclusive jurisdiction of Jordan Courts.

## **8. CHANGES TO THE TERMS AND CONDITIONS OF THE SERVICE**

[www.orange.jo](http://www.orange.jo) may change or modify the Terms and Conditions from time-to-time without notice other than posting the amended Terms and Conditions on the Site. The amended Terms and Conditions will automatically be effective when posted on our Site. Your continued use of our Service after any changes in these Terms and Conditions shall constitute your consent to such changes. [www.orange.jo](http://www.orange.jo) reserves the right to change, modify or discontinue, temporarily or permanently, the Service at any time without notice. You agree that [www.orange.jo](http://www.orange.jo) shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service(or any portion thereof).

## **9. INDEMNIFICATION**

You agree to irrevocably indemnify, defend and hold harmless [www.orange.jo](http://www.orange.jo) and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of submitted material or any other content you submit, post or upload to or transmit through our Site, your use of our Site, your connection to our Site, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with [www.orange.jo](http://www.orange.jo) or your use of our Site. [www.orange.jo](http://www.orange.jo) reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with [www.orange.jo](http://www.orange.jo) in asserting any available defenses.

## **10. GEOGRAPHICAL RESTRICTIONS**

Unless expressly and specifically stated otherwise on the Site, we provide the Site for use by persons located within the Hashemite Kingdom of Jordan. [www.orange.jo](http://www.orange.jo) makes no representation that the Service are available for use in locations outside the Hashemite Kingdom of Jordan. Those who choose to access our Site or use the Service from other locations will do so, on their own initiative and are responsible for compliance with local laws. Certain companies affiliated with [www.orange.jo](http://www.orange.jo) provide services and operate website in various other countries throughout the world, some of which may be linked to from our Site. Any such International website will be governed by their own terms of use and privacy policies and not by these Terms.

## 11. MISCELLANEOUS

- 11.1. [www.orange.jo](http://www.orange.jo) failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.
- 11.2. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement.
- 11.3. [www.orange.jo](http://www.orange.jo) may assign its rights and duties under this Agreement to any party at any time without notice. Your rights and duties under these Terms are not assignable by you without written consent of [www.orange.jo](http://www.orange.jo).
- 11.4. These Terms do not provide any third party with a remedy, claim, or right of reimbursement.
- 11.5. Personal identification information:

We may collect personal identification information from Customer s in a variety of ways, including, but not limited to, when Customers visit our site, register on the site, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Customers may be asked for, as appropriate, name, email address, mailing address, phone number, credit card information. Customer s may, however, visit our Site anonymously. We will collect personal identification information from Customer's only if they voluntarily submit such information to us. Customers can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

### 11.6. Non-personal identification information:

We may collect non-personal identification information about Customers whenever they interact with our Site. Non-personal identification information may include the browser name, the type of device and technical information about Customers means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

### 11.7. How we use collected information:

Orange may collect and use Customers personal information for the following purposes:

11.7.1. To improve Customer service:

Information you provide helps us respond to your Customer service requests and support needs more efficiently.

11.7.2. To personalize Customer experience:

We may use information in the aggregate to understand how our Customers as a group use the services and resources provided on our Site

11.7.3. To improve our Site:

We may use feedback you provide to improve our products and services.

11.7.4. To process payments:

We may use the information Customers provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

11.7.5. To run a promotion, contest, survey or other Site feature.

11.7.6. To send Customers information they agreed to receive about topics we think will be of interest to them.

11.7.7. To send periodic emails:

We may use the email address to send Customer information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If Customer decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the Customer would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.