

## General Terms and Conditions for Basic Public Telephone Service

### 1. Introduction

1. These terms and conditions were issued by Jordan Telecommunications Company - Orange Fixed and were approved and ratified by the Telecommunications Regulatory Commission. The company has the right to amend these terms and conditions after obtaining the prior approval of the Commission, whereby these amendments shall become effective 30 days after announcing them in the media or after sending a copy thereof to the subscriber, unless the latter objects in writing to these amendments to the Commission or Orange before the end of the (30) day period.
2. These terms and conditions were issued in Arabic and English, and in the event of a discrepancy between them, the terms and conditions of the contract in Arabic shall be the prevailing ones.
3. Orange shall provide the service to the subscriber in accordance with the provisions of the license granted to it by the Commission.
4. The subscriber acknowledges that he has read and understood these terms and conditions before signing the contract and accordingly, he has agreed.
5. The introduction to this contract is an integral part thereof and shall be read together with it as one unit.

### 2. Definitions

The following terms shall have the meanings indicated below unless the context indicates otherwise.

**Telecommunications Law:** Telecommunications Law No. (13) of 1995 and its amendments.

**The Commission:** The Telecommunications Regulatory Commission established pursuant to the Telecommunications Law and its amendments.

**Orange Fixed:** is the Jordan Telecommunications Company, a public shareholding company registered with the Ministry of Industry and Trade under No. 320 dated 10/8/1996. (Hereinafter referred to as "the Company" or "Orange").

**License:** The permission granted by the Commission, or the contract or agreement signed between the Commission and Orange to allow it to establish, operate and manage a public telecommunications network or provide public telecommunications services, in accordance with the provisions of the Telecommunications Law and the regulations issued pursuant thereto.

**Network:** is the fixed landline telecommunications network owned and/or managed and/or operated by the Jordan Telecommunications Company for the purposes of providing the service.

**Subscriber:** The natural or legal person or his authorized representative who signs the service subscription application form after having read and agreed to all the terms and conditions set out below.

**Basic public telephone service:** Communication services with technical features that constitute the minimum necessary to allow the establishment of a fixed telephone network capable of enabling beneficiaries to make and

receive local, national, mobile and international calls.

**Subscription contract:** The terms and conditions that regulate the relationship between Orange and the subscriber and include the following:

- Service subscription application form: The form attached to the contract that specifies the service applicant's data and a description of the service to be obtained, which is filled out by the subscriber to obtain the service to which he intends to subscribe.

- Tariff booklet: The appendix that defines the service/offer, the terms of service provision, the price of the service according to the published tariff, the volume of traffic, and any special terms and conditions for the offers that are published either on the Orange website or through the electronic application or through special publications available upon subscription.

- These terms and conditions.

**Local call:** A call during which the subscriber communicates with another subscriber within the governorate.

**National call:** A call in which the subscriber calls another subscriber outside the governorate's borders.

**Off-network calls:** A call in which the subscriber calls a landline on another communications network.

**International call:** A call in which the subscriber calls international destinations outside the borders of the Kingdom.

**Cellular call:** A call in which the subscriber calls a local cellular line.

**Force majeure:** An exceptional incident that cannot be anticipated or prevented and makes the implementation of the obligation impossible, such that Orange is no longer able to fulfill its fixed obligations under this contract.

### 3. Service description:

Fixed telephone communications service that allows the subscriber to make and receive local, national, cellular and international calls via the company's landline and/or wireless communications network, as stated in the tariff booklet for the offer presented to the subscriber.

### 4. Service subscription and installation terms:

1. These terms and conditions specify the terms under which Orange provides the subscriber with the service at the installation address specified in the service subscription application form.

2. When the subscriber applies for the service, the company must verify that he is located within an area where Orange's service is available.

3. When the subscriber applies for the service and meets the conditions referred to in these terms and conditions and/or the tariff booklet, Orange will connect the subscriber to the network and activate the service on its systems so that the subscriber can make and receive calls through a landline device compatible with the technical specifications of the network.

4. To enable the company to fulfill its obligation to provide the service, the subscriber must provide the company's employees or those authorized by it with the ability to access the subscriber's site.

5. The service installation process includes installing the subscriber's terminal equipment (CPE).
6. The company installs the subscriber's terminal equipment (CPE) at the final connection point.
7. The installation service from the Jordanian Telecommunications Company includes the following:
  - Providing and installing the cable to the nearest point within the subscriber's site (the final connection point).
  - Connecting the cable to the terminal equipment provided to the subscriber or approved by the company as appropriate.
  - Calibrating the peripheral devices and performing a functional test of the service by the technical team.
8. In case the external entrance to the subscriber's property is not equipped for internal cable extension, the service is connected to the subscriber via a suspended aerial cable to the subscriber's property.
9. The subscriber or his authorized representative must be present to complete the installation procedures, and upon completion of the installation procedures, the subscriber confirms the installation and operation of the service as well as his receipt of this service through a recorded call made by the company with the subscriber, or the subscriber signs the receipt form and in the event that the subscriber cannot be contacted or refuses to receive the service without an acceptable justification, the first use of the service is considered the date of receipt and approval of the service.
10. In the event that the installation process and service inspection are completed successfully, the subscription is considered valid and activated, even if the subscriber is unable to use the service for any reasons beyond the company's control, and Orange Fixed will not be responsible for any malfunction or delay in receiving the service resulting from the subscriber or his devices.
11. Billing begins from the date of service activation.
12. Orange is committed to making every effort to activate the service within ten working days from the date of submitting the application, and Orange Fixed will not be responsible for any delay resulting from the subscriber's or the site's unreadiness.
13. The subscriber shall be responsible for renting additional switchboard lines and/or other services if the company proves that the subscriber's transmission/receiving traffic is greater than the capacity of the operating lines used, or if the subscriber wishes to send/receive traffic greater than the capacity of the regular lines, or if the subscriber requests the provision of several final connection points or the operation of additional devices.

#### **5. Prices, fees and payment method:**

1. On the day of subscription, the subscriber shall pay the service establishment fees and insurances according to the applicable tariff.
2. The value of the monthly bill shall be sent to the subscriber via e-mail and/or text messages to the address/number that the subscriber provides to Orange.
3. The subscriber shall pay all monthly fees and amounts due aforementioned and indicated on the bill on the due date, as the bill shall be due thirty days after the date of issuance of the bill, and all Orange records and restrictions shall be considered acceptable evidence of the validity of the amounts due unless the subscriber proves otherwise.

4. Prices and fees are stated in the effective tariff booklet, taking into account the provisions of the Telecommunications Law. Orange may increase the prices and fees of its services, provided that they are implemented after being announced in two local daily newspapers for a period of no less than one month, and that they do not exceed what is stated in the license conditions or the instructions and decisions issued by the Commission regarding them, and that if these amendments relate to a reduction in fees and/or expenses, they will be applied immediately after being announced, and in all cases, Orange must inform the Commission of any amendments it makes to these fees and prices.
5. Upon signing the contract, Orange reserves the right to request a refundable insurance amount for the services subscribed to by the subscriber, provided that it does not exceed in any case the value of the subscriber's expected bill for three months. Orange also has the right to use the insurance amount to cover any expenses and/or fees that the subscriber has not paid, and Orange reserves the right to request an additional insurance amount in the event of subscribing to the international calls service.
6. In the event that the subscriber terminates the contract for any reason, Orange, after deducting all amounts due to it, shall return the remaining balance of the insurance to the subscriber within one month from the date of termination of the contract.
7. The credit limit is determined by the value of the monthly subscription, or the equivalent of the insurance amount referred to in Clause (5) above, and if the value of consumption during the validity period exceeds the credit limit or the insurance value, the service will be suspended until the subscriber pays this value or increases the value of the insurance amount.
8. The amount of the credit limit is determined in advance and will not in any case be greater than the insurance amount deposited by the subscriber, noting that the subscriber has the right to increase the credit limit at any time by paying an amount in excess of the insurance amount, which will be refunded upon termination of this contract.
9. Upon reaching the credit limit, Orange reserves the right to limit the subscriber's service to receiving calls until the amounts due are paid or until the credit limit referred to above is increased.
10. The subscriber shall pay all fees and taxes due to government agencies in the Kingdom and due for the service, which Orange collects on behalf of those agencies.
11. The last day to pay the value of each invoice is the day indicated on it, therefore the amounts and fees due indicated on the invoice must be paid before the due date indicated, and in the event of failure to pay within ten days from the due date indicated, Orange reserves the right to limit the subscriber's service to receiving calls only, but in the event of failure to pay within forty-five days from the due date indicated on the invoice, Orange reserves the right to terminate this contract without prejudice and/or prejudice to these terms and conditions.
12. Subject to the provisions of applicable legislation, Orange may terminate the contract in the event that the subscriber breaches any of these terms and conditions, without prejudice to the company's right to claim from the subscriber any costs or damages resulting from his breach according to what the competent judicial authorities decide.

13. The invoices sent to the subscriber - which may include the value of additional devices or services, if any - are considered a written notice of payment of the financial dues owed by the subscriber.

#### **6. Service Quality:**

1. Orange is committed to doing its utmost to provide a good level of service that enables the subscriber to benefit from the service and within the obligations imposed on Orange under the license granted to it.

2. The subscriber acknowledges that Orange will not be responsible in any way for any discrepancy, deficiency or interruption that may occur in the service from time to time due to force majeure circumstances and/or interference and/or interruptions resulting from outside the network or caused by third parties. Orange also does not bear any responsibility for compensating the subscriber for any loss or damages arising from the subscriber's misuse of the service. In the aforementioned cases, the subscriber loses his right to object to this or to request compensation for it.

3. The service is only available in areas covered by the Orange network.

4. Orange's coverage of the regions is in accordance with the terms and obligations stipulated by the license granted to it and the regulatory provisions issued by the Commission in this regard.

5. Orange is committed to repairing faults as soon as they occur and in accordance with the terms and obligations arising from the license granted to it within a reasonable period, and Orange does not make any claims that the service and/or network is free of defects.

6. Orange is committed to compensate the subscriber if it is proven that a fault or interruption has occurred in the service provided resulting from it or by it, such that it results in damage to the subscriber in proportion to the duration of the fault and/or interruption, provided that this fault and/or interruption is a result of Orange's failure to provide the service, and the right to compensation does not include cases in which the service is stopped for reasons related to maintenance, modifications or expansions carried out on the network, and this commitment and compensation do not include any fault caused by a third party or for reasons of force majeure.

7. Compensation shall be made in accordance with what is agreed upon between the two parties, provided that this includes making discounts, or compensating for additional hours or capacities, or reversing the value at the subscriber's expense in proportion to the duration of the interruption, and it is known that Orange's liability does not include any direct or indirect damage incurred by the subscriber except for what is stated above.

8. Orange undertakes to notify the subscriber electronically or through any of the means available to Orange of any change in Orange's address or phone numbers.

#### **7. Terms of use of the service by the subscriber:**

1. The subscriber undertakes to use the service at the address and location listed in the subscription application form and undertakes not to transfer the service to another location outside his property without submitting a request to transfer the service and paying the transfer fees accordingly.

2. In the event that the subscriber is provided with a username and password to access the service, the subscriber must

not disclose them.

3. The subscriber shall be fully responsible and bear all expenses, losses or damages of any kind arising from any use or misuse of the account and/or the username itself.

4. The subscriber undertakes not to use this service, whether directly or indirectly, in the following cases:

a. For any illegal purposes, including any violation of any applicable legislation or other criminal purposes or to transmit, display or publish any unwanted message that affects moral and/or religious and/or sectarian and/or political values and/or offensive and/or inappropriate and/or threatening and for any reason of the wrong reasons.

b. Causing any threat and/or harassment and/or annoyance and/or anxiety to others.

c. Publishing or transmitting any information or programs that contain any harmful component.

5. The subscriber must be responsible for ensuring the compatibility of the programs provided to access the service with any of the devices used or owned by him.

6. The contract, the service and the phone number allocated to the subscriber are all for the use and benefit of the subscriber alone, and he does not have the right to assign, allocate, sell or rent any of them.

7. The phone number is not the property of the subscriber, and the subscriber does not have the right under any circumstances to use it in a misleading or fraudulent manner, and in all cases, the subscriber will be solely responsible for any unauthorized use by him.

8. The service must be used through a device compatible with the network, and any violation of this condition may result in the subscriber not being able to benefit from the service.

9. The subscriber or his authorized representatives undertake 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. If the subscriber wishes to modify any service, he must do so in accordance with the procedures specified by Orange, and this must be done in writing or as decided by the company.

11. The subscriber undertakes not to use or allow the use of the service for purposes that violate public security and safety and/or morals or in any way that violates the applicable laws and regulations.

## **8. Suspending and stopping the service:**

### **A. Service Suspension**

1. The service is suspended permanently or temporarily for security reasons and public safety reasons or when using or attempting to use the service fraudulently or in a manner that violates public morals.

2. The service is suspended temporarily in the event of any technical failure or planned modification or maintenance in the system, provided that the subscriber is notified of this at least 48 hours in advance, and that the service is

reconnected as soon as possible without paying a reconnection fee.

3. The service is suspended temporarily based on the subscriber's desire, provided that he notifies Orange in writing of this and pays all his financial obligations due based on the agreement between the two parties.

4. Orange has the right to suspend the service immediately, permanently or temporarily, in the event of a written request from the security or judicial authorities or from the Commission, in which case Orange is not responsible for compensating the subscriber for the damages incurred as a result.

5. Orange suspends the service in the event of termination of the contract in accordance with what is stated in Article 9 below (term of the contract and its validity).

6. The company will stop the service in the event of a total blocking referred to below, and the service will not be reconnected until all amounts and fees due from the subscriber are paid in addition to the service reconnection fee.

#### **B. Service Blocking**

Orange reserves the right to block the service provided to the subscriber in the following cases:

1. Delay in payment of fees and amounts due to the company under clause 5/11. The service will be partially blocked (receiving only) for at least seven days. If the subscriber does not pay all due accounts during the partial blocking period, the service will be completely blocked (receiving and sending) for at least another seven days.

2. In the event of reselling and/or leasing or trading in telecommunications service devices without the company's approval.

3. Using the service to make nuisance calls in accordance with the relevant instructions.

4. If the subscriber violates any of the terms of this contract and does not correct his situation despite being warned in writing.

5. If he causes material damage to the network while using the service.

6. If the subscriber uses the service in a manner that violates the laws or public morals.

7. Transferring the subscription temporarily or permanently to others without the company's approval and does not correct his situation within a week from the date of his notification.

8. If the subscriber is declared insolvent or loses his creditworthiness and reputation and it is clear that he is unable to pay his dues to the company in the future.

9. If the company finds that any of the documents required and submitted by the subscriber are invalid, and the subscriber does not correct his situation within a week from the date of his notification. "If possible".

#### **9. Contract duration and validity:**

1. The contract shall be valid from the date the subscriber signs the service subscription request and for a minimum period of one year.

2. The subscriber has the right to request the service for a temporary period (less than the minimum contract period), if the service is available at the requested location and based on what is agreed upon with the company.

3. The first period of this contract shall be considered as stated in the subscription request form or stipulated in the offer

and shall be binding on the subscriber and shall be automatically renewed for similar periods unless either party notifies the other party of its desire to terminate the contract thirty days before its expiration, and in all cases the subscriber's full balance must be paid.

4. The subscriber has the right to terminate the contract at any time unless the contract stipulates otherwise, provided that all amounts and monthly fees due by him until the end of the minimum period are settled in the event that the subscriber requests to terminate the service before the end of the first year, and that Orange is notified 30 days before the date of termination.

5. The contract may be terminated during the remaining period of the contract with the written consent of both parties.

6. Orange has the right to terminate the contract immediately in any of the following cases:

a. If the subscriber provides any information that is proven to be incorrect and/or forged, misleading or fraudulent.

b. If the subscriber fails to pay the bill on time as stated in this contract.

7. Orange has the right to terminate and cancel the contract without the need to notify/warn the subscriber in the following cases

a. If the subscriber breaches any clause of the contract and/or violates the provisions of the Telecommunications Law in force.

b. If the subscriber transfers the service to another location and/or changes the connection point without the company's approval or provides a telephone branch outside the boundaries of the property specified in the lease contract or title deed attached to the service request.

c. In the event of Orange's insolvency or liquidation, and if the liquidation is voluntary, Orange must notify subscribers of its decision to conduct the liquidation, provided that the liquidation procedures do not begin until two months have passed from the date of notifying subscribers of this decision.

d. In the event of the cancellation of the license granted to it by the Commission or its successors for any reason.

e. Upon the death of the subscriber if he is an individual or upon his insolvency if he is a company unless otherwise agreed.

#### **10. Confidentiality:**

1. Orange is committed to maintaining the confidentiality of the subscriber's information and not disclosing it except for information that the subscriber agrees to publish or information that is disclosed in accordance with a written request from the security and/or judicial authorities and/or based on an official request from the Commission.

2. Orange has the right to contact the subscriber by mail, telephone, e-mail, SMS or other electronic messaging services to inform him of the details of his subscription or notification or about Orange products and other services related to third parties unless the subscriber expressly expresses his reluctance to do so.

3. The subscriber's name and telephone number will be included in the directory service unless the subscriber expressly requests that this information not be included.



4. Orange will not be responsible for any statement or disclosure of information related to the subscriber that resulted from the subscriber's use of this service.

**11. Additional services provided by other parties:**

In the event that the subscriber subscribes to any of the added services or services provided by other service providers, and wishes to deduct the value of the subscriptions and fees for these services or applications from his bill and/or his account for the service provided by Orange, the subscriber acknowledges that:

A. This service/application is not related to the telecommunications services provided by Orange or its special offers, and Orange does not bear any legal or moral responsibility for the content or nature of the service or any of its accessories and/or consequences, and the subscriber acknowledges and confirms that subscribing to and using these services or applications is the subscriber's sole responsibility.

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 for this service/application, including complaints related to the mechanism and/or errors of subscribing to the service.

**12. Limits of Liability:**

1. Subject to the above, Orange will not be liable to the subscriber and/or third parties for any damages that fall outside the scope of its responsibility, including any loss, or other incidental or consequential damages arising from the subscriber's use, or liability resulting from the use of software, even if Orange or any of its authorized representatives have advised subscribers of the possibility of such damages, or for any claim by any third party.

2. Orange shall not be liable for any expenses or damages resulting from any interference, delay or failure of the service beyond its control and/or will. It shall also not be liable for the lack of access to the service due to a power outage at the subscriber's location or the subscriber's failure to comply with the instructions issued by Orange, and Orange shall not bear any responsibility to compensate the subscriber for any losses or damages resulting from misuse of this service.

3. In no event shall Orange or its employees, branches or agents be liable in the following cases:

a. Any loss of data of any kind including without limitation whatsoever caused by, non-delivery, misuse of the service, error in delivery as a result of any interruption or suspension of the content, accuracy or quality of information or resources available, whether sent or received via the service.

b. Any direct or indirect loss and loss of business, revenue or profits or savings or wasted expenses or corruption or destruction of data or any indirect or consequential loss whatsoever whether arising from negligence or breach of contract by the subscriber.

c. Any indirect, incidental, special or consequential damages or loss of profits and revenues or use of data by the

subscriber or third parties even if Orange has been advised of the possibility of such damages.

d. Orange will not be liable for any error or omission, or inaccuracy in relation to any information disclosed by the subscriber.

### **13. Complaints and resolution of disputes and conflicts:**

1. Orange activates the telephone number 1214 for subscriber complaints and services, and any complaint will be considered and responded to as quickly as possible. In the event that any financial claim or problems related to the level of service provided are proven, action will be taken as quickly as possible to return or credit any amounts related to errors in bills within a maximum period of one month from the date of submitting the complaint. Orange receives complaints submitted by the subscriber, where the person or department concerned at Orange works to resolve them as soon as possible, and Orange has the right, in accordance with the procedures specified by it, to determine a mechanism for submitting complaints in writing by the subscriber if necessary.

2. This contract is subject to the laws in force in the Hashemite Kingdom of Jordan, and the courts of the Kingdom have the authority and jurisdiction to consider all disputes and disagreements that may arise from the interpretation or implementation of any of the terms and conditions included in this contract. The subscriber also has the right to resort to the Commission on the number designated by it for complaints (117000) regarding disputes related to the level of service and/or for the purpose of resolving any dispute or disagreement regarding any of the terms and conditions of this contract.

3. Orange is committed to addressing all complaints directed to it by the subscriber that are proven to be valid, taking into account the rights of both parties as stated in the terms of this contract.

### **14. Scope of Service:**

This service is provided within the borders of the Hashemite Kingdom of Jordan only.

### **15. Notices**

a. Any notice from Orange to the subscriber and vice versa, if in writing, shall be effective upon delivery to the address indicated for both parties in the subscription application form.

b. Orange has the right to send the notice electronically or by fax to the subscriber or send it via SMS to the subscriber's mobile number listed within Orange's restrictions or by calling the subscriber or by automatic response, and it shall be considered received by the subscriber and effective as of the first day after sending.

c. Subject to the provisions of applicable legislation, Orange's advertisements in daily newspapers shall constitute notice to the subscriber.

### **16. This contract consists of (16) sixteen articles including this article.**

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