

Terms and Conditions of Prepaid 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 in accordance with the Telecommunications Law and its amendments.

Orange: Shall mean Petra Jordanian Mobile Telecommunication Company Ltd., a company licensed to install, operate, and manage public mobile wireless telecommunications networks, 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 access period and
3. the calls receiving period.

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 through any special brochures available upon subscription.
- These standard terms and conditions.

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

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” and/or “5G” systems.

Network: Shall mean the entire 2G and/or 3G+ and/or 4G and/or 5G 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 install, operate and manage Public Telecommunications Network, or provide Public Telecommunications Services, or to use Radio Frequencies pursuant to the provisions of the Telecommunications Law and by-laws issued pursuant thereto.

Subscriber Identity Module: is a smart card (SIM) that define 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.

Recharging Card: means the secret serial number associated with specific financial value, which is available in the form of a plastic or electronic card issued by Orange, or electronic charging to the Subscriber Account through the electronic payment channels available to Orange's Subscribers.

Date of expiration: Shall mean the date on which the Recharging Card shall be expired and invalid.

Validity period: Shall mean the period during which the Subscriber can use the balance that is recharged in his/her account.

Receiving period: Shall mean the period of time during which 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, and the fees have been paid.

Subscriber 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 copy of the authorized signatory's certificate with copy of national identity card.

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

3. 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 with mobile handset compatible with Orange Network, and therefore deductions are made on the Subscriber Account registered on the network system according to the offer assigned to the Subscriber with the related tariff set by Orange.

4. Service Subscription

1. The Subscriber, when applying to obtain the services, has to make sure of the coverage in the area in which he/she mainly desires to use the Service in, and inquire from Orange about his/her location within Orange's network coverage area (5G) and/or (4G) and/or (3G+) and/or (2G).
2. As the Subscriber is submitting his/her request to get the Service, Orange should activate the Service, where the Subscriber should insure his/her

- devices compatibility in addition to be within the Network coverage area of 2G and/or 3G+ and /or 4G and /or 5G as defined in Orange Network system.
3. On the Subscription Date and after the Subscriber has paid the fees and filled the Subscription Form, Orange will provide the Subscriber Identity Module, mobile subscription number, which will enable the Subscriber to access the Service.
 4. Orange will exert its best endeavors to provide the service within four working days from the Subscription Date.

5. Prices, fees and method of payment :

1. By the date of subscription, the Subscriber shall pay the subscription fees for the Service according to the tariff enforced by Orange.
2. The Subscriber shall charge his account by Recharging Card available in point of sales or by any channel approved by Orange, and the deduction is made from the Subscriber's Account for the Service according to the terms and prices of the offer assigned to the Subscriber.
3. The Recharging Card shall not be used more than once, and that the Subscriber shall not use the Recharging Cards for deceptive or misleading purposes; in this case Orange shall be entitled to deny recharging the Subscriber's Account and shall reserve its right to terminate the contract or cancel the subscription and disconnect the Service whether totally or partially.
4. The deduction of charges and prices will be made from the Subscriber Account and after each communication made according to the prices and charges set in the Tariff Booklet.
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 the implementation date by two daily local newspapers, provided that these charges or prices will not exceed what is stated in the conditions of the License 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, Orange shall inform the Commission of any changes made to those charges or prices.
6. The Subscriber shall pay all required fees and taxes to governmental entities in the Kingdom on the rendered Service, which are collected by Orange on behalf of these entities.
7. If there is no balance in the Subscriber's Account, the Subscriber will not be able to access to the Service except the emergency calls, although the

Subscriber will be able to receive calls until the expiration of the Receiving period.

6. Validity, Receiving and Suspension periods

1. The Recharging Card shall be used before the expiry date indicated on it, and the Subscriber will be solely responsible on any use violating the legislations and laws in force.
2. The credit available in the Recharging Card should be used before the end of Validity Period as set in the Tariff Booklet. However, the Validity Period shall commence as from the date on which the Recharging Card used for charging the Subscriber Account.
3. Each time the Subscriber recharges his/her account, the credit and the Validity Period of the Recharging Card used shall be added to the Subscriber Account.
4. Following the expiration of the Validity Period, the Subscriber shall not be able 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 is called "Receiving Period".
6. During the Receiving Period, the Subscriber can at any time, recharge his/her account to activate the 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, 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, or making emergency calls. This period is called "Suspension period".

7. Quality of Service:

1. Orange will exert its best endeavor 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 website or and/or Orange shops and/or an electronic application.
 - b. 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 resulted from Force Majeure or external radio interferences, Orange also does not bear any responsibility to compensate the Subscriber of any loss or damage arising from misusing of the Service by the Subscriber. The Subscriber will lose by all means the right to object or seek compensation for that, unless agreed otherwise.
3. Orange will exert its best endeavor to provide an acceptable and reasonable level of Service without guaranteeing the speed of access to the Service in accordance with the limitations set forth in clause (11) below of this article.
4. Orange shall not be responsible or liable of any interruption on the Service caused by a third party, a force majeure event, or radio interferences.
5. The Service is only available in the areas covered by Orange Network that transmit voice and data services depending on the Subscriber's location within the coverage area of the related Network.
6. The provision of the Service and its quality through the Network will be within the borders of the Hashemite Kingdom of Jordan. The international roaming service outside the kingdom will be subject to Network connectivity with international networks and according to their availability.
7. 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.
8. Orange undertakes to make all possible efforts to reconnect the Service in the event of any technical failure or emergency case or due to modifications or maintenance within a reasonable period, and Orange does not make any claim that the Service and/or the Network are free from defects.
9. In the areas 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 when switching between bearers Networks during mobility between (5G , 4G , 3G+ and 2G),
 - c) there will be no congestion on the Network.
10. The coverage area of the 5G, 4G, 3G+ and 2G networks are not the same.

11. The speed of data transmitted using the Service will vary depending on the following factors:
- a) The Network used to connect to the service (for example, the Subscriber may get faster data transfer speeds on the 5G network than on 4G network and on the 3G+ network and on the 2G network). The Subscriber will not experience broadband speeds where only 2G coverage is available.
 - b) The distance from a mobile tower;
 - c) The capacity and traffic load on the mobile tower;
 - d) The number of users sharing the use of Network;
 - e) The Subscriber's equipment and software and number of connected devices to the Service at the same time ;
 - f) General activity on the Internet; and
 - g) Speed and capacity of the server the Subscriber is accessing.
12. Orange undertakes to make all possible efforts to repair the faults as soon as they occur and in accordance with terms and obligations of its license, within reasonable period.
13. Orange undertakes to compensate the Subscriber in proportion to the duration of failure or interruption, 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. 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 does not include any reason related to third party or for a reason of Force Majeure. The Compensation will be according to what is agreed between the two parties, and that this includes: refunding of money, discounts, additional calls hours or capacities, or reversing the value at the Subscriber Account in proportion to the period of interruption in accordance to Orange's decision. It's known that Orange responsibility does not include any direct or indirect damages occurred to the Subscriber except as stated above.
14. 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.

8. Conditions of using the Service by the Subscriber:

1. in case the Subscriber has been provided of 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) For any unlawful purposes, including any violation to the regulations, or for criminal purposes, or for transmitting, displaying or publishing any unsolicited message that is offensive or to moral, religious, communal or political grounds for any reason, or is abusive or indecent, or includes to threaten.
 - 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 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 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.
5. The Subscription Contract, the Subscriber Identity Module and the mobile phone number ascribed to the Subscriber are set for the personal use of the Subscriber only and hence, he/she may not assign, transfer, sell or rent the Subscriber Identity Module or the Service without obtaining the prior consent of Orange in writing to that effect.
6. The Subscriber Identity Module and the mobile 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 or otherwise use it

fraudulently or in a misleading manner. In all circumstances, the Subscriber shall stand solely liable for any unauthorized use thereof.

7. The Subscriber Identity Module will only be used in authorized 5G/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.
8. The Subscriber shall immediately inform Orange, in writing, of any changes in his personal identified information.
9. Any request by the Subscriber for changes to any service shall be made through procedures as defined by Orange.
10. The Subscriber undertakes to use the Service through licensed devices or having the prior-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.
11. 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.

9. Complaints and dispute resolution

1. Orange has to activate a phone number (1777) for Subscriber's services and complaints, any complaint should be handled and responded within reasonable time, and in case a financial claim occurs or problems related to the level of service rendered, the 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 submission of written complaints mechanism by the Subscriber if needed.
2. This contract compels with laws of the 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 telephone 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 related 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.

10. 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 the Subscriber's written notice to Orange, the Subscriber may call the customer care center to assure the fast action of disconnecting the Service 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 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 Subscribers in advance of the planned ones; Orange will take all reasonable actions 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 and judicial authority or by the Commission, and in this case Orange will not be responsible for compensating the Subscriber for damages incurred as a result.
5. Orange will disconnect the Service if the contract is terminated in accordance to article 11 below (Contract duration and validity).

11. Contract duration and validity:

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, provided 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 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 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 his/her 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 or update his/her information within one week from being notified using the mean deemed appropriate by Orange.

12. 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 pay the value and fees of his/her subscription to these services or applications by deduction from the Subscriber Account of the 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 added 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 shall not be responsible in any way for customer service and/or receiving complaints and/or requests related to this added service/application, and the Subscriber must contact the customer service

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

13. 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 may 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 listed in the directory service unless the Subscriber explicitly requests not listing this information in the directory service.
5. Orange will not be liable for any statement or disclosure of information related to the Subscriber that is caused as a result of the Subscriber's use of the Service.

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, 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 be liable for any expenses or damage of any interference or delay or failure in the Service beyond its control and / or his will. It will also not 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. 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.

16. 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. 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.