

Conditions provisions of the Internet Services:

Preamble:

1. These conditions and provisions have been issued by licensee and approved agreed by commission. The licensee may amend these conditions and provisions upon a prior consent from the commission these amendments shall be effective after 30 days of being announced in the media or after sending a copy of them to the subscriber, unless the subscriber lodges written objection to these amendments at the commission or the licensee before the 30 days period is expired.
2. These conditions and provisions have been issued in Arabic and English and in case of this discrepancy the Arabic version shall prevail.
3. The second party acknowledges that he has read and understood these conditions and provisions before signing the contract.
4. The preamble shall be considered an integral part of this contract, and shall be read with it as one unit.

Definitions:

- License:** : The authorization granted by the Commission or the contract or the agreement signed by the commission and a person to allow that person 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.
- Service** : The Internet service via Asymmetric Digital Subscriber Line.
- First party** : Jordanian-Egyptian Company for data transmission.
- Second party** : The natural or artificial person or their assignee who sign the application from after they have read and agreed upon all conditions and provisions provided hereunder.
- Commission** : Telecommunications Regulatory Commission established under Telecommunications Law No. 13 of 1995.
- Application form** : The form printed on the back of contract, which is be filled by the second party with introductory information about him and the services to be subscribed to. The

form is an integral part of the terms and conditions of this contract.

Force majeure : An extraordinary event which cannot be predicted and avoided and makes the implementation of the obligations impossible, so that the first party becomes incapable of carrying out his obligations as assigned by this contract.

Contract : The conditions and provisions provided hereunder the attached subscription form and other appendixes' if any, governing the relationship between both parties.

Telecommunications Law: The Telecommunications Law No. 13 of year 1995.

Contract terms:

Service Description : The Internet service via asymmetric digital subscriber Line provided by the first party in order to enable the second party to contact to connect the World Wide Web and / or other international networks upon an enabled fixed – line to provide the service. The second party shall, in order to obtain the service, ask for the service according to available speeds. The first party shall carry out all the necessary procedures to provide the second party with the service.

Service Quality :

1. Under the obligations of the first party in accordance with the license agreement granted to him, the first party shall make every effort to provide high quality service which enables the second party to utilize the service.
2. The second party acknowledges that the first part shall not, under any circumstances, be responsible for any fluctuation failure or disconnection that may occur to the service from time to time due to force majeure the first party shall not bear any responsibility to compensate the second party against any loss or damages caused by service-misuse by the second in all cases, the second party loses his right to object or ask any financial or material compensation because of that.
3. The first party shall be obliged to repair the failures when they occur pursuant to conditions and obligations of the license granted to him within reasonable time

Obligations of the First Party:

- 1. The first party hereby undertakes to do his utmost efforts to respond promptly to the second party request of in terms of any reform of any damages may occur in the Internet service. The first party should be notified as soon as they occur by fax, e-mail (care@tedata.jo), and customer service fax no. (06-582-5365), phone No.: (08-002-2033).**
- 2. The first party, however, shall not be responsible for any obligations arising in this contract, to the second party, due to the force majeure.**
- 3. The first party is committed to maintain the confidentiality of information of the second party except that the second party agreed to disclose such information in accordance with the request of the security and / or judicial authorities and / or a formal request from the Authority.**
- 4. The first part shall do every possible effort to reconnect the service in the event of any technical failure or any urgent situation or because of changes or maintenance. The first party shall not say any claims that the service and / or network free of defects.**
- 5. The second party retains the right to ask the first party for compensation for any malfunction or interruption in the service provided by the first party. Such compensation shall be appropriate to the duration of malfunction and/or interruption and / or whether they caused by internal reasons; (except in cases of maintenance, modifications, or expansions of the network, on a condition to inform the second party in advance). Compensations shall be executed according to what agreed upon between the two parties, including, but not limited to reimbursement of money or deductions.**

Commitments of the Second Party:

- 1. The second party shall be committed to maintain the confidentiality of numbers and codes and passwords from the first party and not shared by or accessed by other.**
- 2. The second party shall be committed not to exploit the services provided in this contract without prejudice to the purposes of**

security and public safety or in violation of laws and regulations and instructions and decisions by virtue.

- 3. The second party recognizes that the services provided by the first party under this contract, do not guarantee him to conduct financial transactions, and the first party shall not be responsible for compensating the second party for any financial loss has been incurred as a consequence.**
- 4. The second party or its representatives are obliged to inform the first party of any changes to information of the subscription.**
- 5. The second party shall be committed to pay the service fees in accordance with the rates set forth in the application form.**
- 6. In the event of a loss of personal information of subscription, the second party undertakes to notify the first party immediately, along with a written complaint, so that the first party can take the necessary action.**
- 7. The second party shall not be entitled to lease, sale, or assignment of his subscription in the service without a prior written consent from the first party, taking into account any laws, regulations or instructions issued by the Authority.**
- 8. The second party undertakes not to commit any civil or criminal violation, or a violation on the copyright, trademark or other intellectual property rights or breach of any obligation or the use of services in a manner, which may contravene the privacy and rights of others.**

Prices, Fees, and Method of Payment:

- 1. Second party shall be committed to pay sales tax on the service provided by this contract, with the knowledge that the value of the service fees specified in this contract and described in the application form, does not include this tax.**
- 2. The second party shall be entitled to object to the invoice during a period of 30 days from the date of issue, and any objections received afterward shall be considered unacceptable.**
- 3. The first party shall be committed to reimburse the second party all the receivables in the event of termination of the license or canceled by the Authority or in the event of the company's bankruptcy or liquidation.**

4. **The first party shall retain the right upon signing the contract to request a refundable insurance amount for subscribed services, on a condition that this insurance amount shall not exceed, in any way, the total amount of the expected invoice to the second party for three months. The first party also shall have the right to use the amount of insurance to cover any unpaid expenses and / or fees required from the second party.**
5. **If the second party terminated the contract for any reason, the first party shall refund, after deducting all amounts owed, the remaining balance of the insurance amount within one month from the date of termination.**
6. **The first party shall send the second party a detailed monthly invoice to the address specified in the application subscription form. All amounts required from the second party shall become due within (21) days from the date of receipt the invoice, and the invoice shall serve, as a notice to pay and it must include an explicit reference to it.**
7. **Licensee may increase the fees or prices of his services, only after an announcement in two local daily newspapers on the new prices for not less than a month. These prices shall not be more than what contained in the terms and conditions of the agreement of license or the instructions and decisions issued by the Authority. In all cases, the licensee has to inform the Authority of any amendments to these fees and prices.**

Contract Duration and Validity

1. **This contract shall come into effect, between the parties, as from the date of signing the application form for a period of one-year. This contract shall be automatically renewed unless the second party notices the first party that he is not willing to renew the contract or terminate it, within at least 15 days before the expiry date under a registered letter forwarded to the address of the main office of the first party.**
2. **This contract shall come into effect as from the date when the first party starts to provide the second party with the service. The second party retains the right to terminate this contract at any time if it does not breach the rights of the first party under this contract.**

3. The first party shall deliver the service in a period of not more than three days from of the date of completion of all the necessary installations executed by other parties.

Termination of Service:

The first party has the right to stop the service, permanently or temporarily, in the following cases:

1. The service shall be suspended when there is any technical failure, modification or maintenance of the system, the second party shall be informed in advance, the service shall be reconnected as soon as possible without any reconnection charges.
2. The service shall be suspended upon the desire of the second party; and has to notify the first party in writing; after all outstanding obligations are fulfilled by the second party in accordance with the contract between the two parties.
3. The service shall be disconnected permanently for security purposes, public safety reasons and morals, or for the use or attempted to use the service fraudulently.
4. The first party shall have the right to disconnect or suspend the service, after a written request by the security and judicial authorities, in this case the first party shall not be responsible for any compensation for damage as a result thereof.

Termination of the Contract by the First Party:

The first party shall have the right to terminate the contract in the following cases:

1. Upon the death of the second party as individual or in the event of a bankrupt as a company.
2. When the second party breaches any item (s) mentioned herein, or any violation to the provisions of the applicable Telecommunications Law, after sending the second party a notice.
3. If the first party found out that any of the information included by the second party in the application of subscription was incorrect or if the second party failed to provide the first party with the necessary documents to get the contract correctly concluded although the second party gave a week to correct the situation.

4. If the second party fails to pay all amounts owed or any part thereof within three weeks from the due date of the invoice
5. Upon the bankruptcy of the first party or liquidated.
6. Upon the cancellation of the license granted to the first party by the Authority or suspended for any reason.

Termination of Service by the Second Party:

The second party shall be entitled to ask the first party to disconnect the service temporarily or cancel this contract, with the consent of the first party, provided that the second party shall pay all the financial obligations owed to the first party.

Complaints and Settlement of Disputes & Conflicts:

1. This contract shall be subjected to the applicable laws in the Hashemite Kingdom of Jordan, and the courts of the Kingdom shall have the competence and jurisdiction to look into all disputes and differences that might arise from the interpretation or implementation of any of the conditions and provisions of this contract. The second party shall be entitled to resort to the Authority concerning the disputes relating to level of service and / or for settle any conflict or dispute with respect to any of the terms and provisions of this contract.
2. As far as the second party complaints and service concerned, a free phone number and e-mail (care@tedata.net.jo) were allocated to serve this purpose. All complaints will be conveniently answered and responded as quickly as possible. In the case of any financial claim was filed, a prompt action shall be taken to refund any amount that was mistakenly in invoices or any problems regarding the level of service. The first party shall receive the complaint (s) made by the second party, where the person in-charge or concerned department of the first party has to settle them as soon as possible.