

Subscription Contract for Internet Services
Jordan European Internet Services Co.

Terms and provisions of the contract

1 – Introduction:

- These terms and conditions are issued by the company and approved by the commission, the company shall have the right to amend such terms and conditions, provided that a prior approval obtained from the commission. These amendments shall be effective after 30 days after announcing them or after sending one copy thereof to the subscriber, unless the subscriber object in writing on such modifications to the commission or the company prior the expiry of the 30 days period.
- These terms and conditions were issued in both Arabic and English Languages and in case of contradiction between them, contract terms and conditions in Arabic are approved.
- The subscriber acknowledges that he have read and understood the terms and conditions of the subscription contract before signing it, and therefore agreed.
- This preamble is considered an integral part thereof and shall be read with it as one unit.

2- Definitions:

The following terms shall have the meanings allocated to them unless the context indicated otherwise:

“**The Commission**”: means Telecommunications Commission in accordance with Telecommunication Law No. (13) Of 1995 and its modifications.

“**The Company**”: means the Jordan European Internet Services company. It is a licensed company by The Telecommunications Regulatory Commission.

“**The subscriber**”: means the natural, moral, juridical or the authorized person to sign on the subscription application form of the service after reading and approving all terms and conditions.

“**Service**”: means the given internet service by using the fiber optics network belonging to the company

“**License**”: means the contract or agreement between the commission and the company to allow it to provide general communication services, according to communication law provision and issued regulations.

“**Service Subscription Application Form**”: means the appendix form to the contract, which illustrates information about the person applying to join the service and the wanted service description which is filled by the subscriber to subscribe in the requested service.

“**Subscription Contract**”: means the terms, provisions, and Service Subscription Application Form and any other appendices that govern the relationship between the two parties according which the subscriber shall be provided with the service.

“**Telecommunications law**”: Telecommunications law No. (13) Of 1995 with its amendments.

“**Force Majeure**”: means the exceptional incident which can not be expected or repelled and makes the execution of commitment impossible where the company is unable to fulfill the commitments of the contract.

3 - Use of service:

The service\is/are presented through the fiber optics which reach\s a Distribution box at the wanted location to connect the service\s, including that and through the cables to the client’s computer. and then the following Procedures are taken to Activate the service.

3.1 Upon signing this contract, the Subscriber shall be assigned a fixed IP address for use of Fiber Link & Internet Service. For Subscriber’s safety, the fixed IP address is Subscriber’s sole responsibility to which he/she must keep confidential.

3.2 The subscriber agrees that the company shall not be liable in any manner for any discrepancy or failure or discontinuance that might emerge on the service from time to time due to the conditions of Force Majeure. In addition, the company shall not bear any responsibility for the compensation of the subscriber on any loss

or damage emerging from the misuse of the service by the subscriber. The subscriber, in these cases, has no right of objection or shall not request any compensation herewith.

3.3 The Subscriber may not trade on connectivity, resell, hire, transfer assign or otherwise dispose of the Services, and any such conduct is a violation of this contract which may result in the termination of the Services.

3.4 The Subscriber undertakes not to publish, upload, send, reproduce or distribute through the Internet any material that is protected by Intellectual Property Rights or Copyrights, or to violate any regulations or instructions published by the commission .

3.5 The Subscriber may request in writing to change the chosen service/s 30 days (Thirty) in advance, and changes will start taking place as of the first day of the next month after the request.

4- Quality of Service Provided:

- The company shall exist it's out most effort to provide high quality service level to enable the subscriber to benefit from the service within the company obligations according to the license granted to it.
- The Company shall undertake to repair the failures when occurred within a reasonable period and according to the conditions and obligations of the license granted to it.

5 - Duties of the company:

5.1 The company shall undertake to secure the delivery of service to the subscriber within a period that shall not exceed 14 working days (fourteen days) form the date of signing the subscription service contract.

5.2 The company is committed of retaining the subscribers data secrecy and not to declare any, unless the approved by the subscriber or the Information that is disclosed under the order of security entities and/or judicial power and/or commission official request.

5.3 The Company shall undertake to exert all possible efforts to reconnect the service in case any technical failure occurs or in an emergency cases or due to alternations or maintenance .

5.4 The company is committed to compensate the subscriber if malfunction or interruption occur in given service caused by the company in conformity with the period of service failure resulting from private internal circumstances (except those for maintenance, adjustments or extensions on the network with pre-reporting the subscribers); the compensation will be as agreed between the two parties, and to include deductions or additional hours or capacities.

5.5 The company shall undertake to inform the subscriber in writing about any change that emerge on its address or its telephone numbers in the manner that it sees appropriate.

6 - Duties of subscriber:

6.1 The subscriber or his Delegated undertake to inform the company about any changes happened to the information that relate to subscription.

6.2 The subscriber is committed not to use or allow using the service for purposes endanger common security and safety and/or decency or in a manner which violates laws and regulations enforced.

6.3 The subscriber shall be committed to pay the service charges according to the prices stated in the service application form or the attached annex.

6.4 The subscriber shall undertake to notify the company immediately and to follow it with a written complaint in case the terminal device and / or the personal subscription information are lost or stolen, to enable the company to take the necessary measures.

6.5 The subscriber shall undertake to use the services through licensed devices which given the commission prior approval, and any violation to that may lead to service suspension.

7 – Disclaimer:

The Company shall not be liable for any losses and/or damages resulting of misuse of the service, by the subscriber, or other programming attached to.

8 - The period:

The period of the contract is twelve months (12), which will be automatically renewed, unless one of the Parties notifies the other Party of his\her willingness to terminate the Contract before thirty (30) days of its expiration date.

The expiration and/or termination of this contract shall not affect in any way the financial obligations of the Subscriber toward the Company and in its due date.

9 - Prices, charges and method of payment:

9.1 The charges shall be based on the Services chosen by the Subscriber, and on the rates and tariffs applicable thereto. If the Service chosen by the Subscriber was automatically renewed, the Subscriber shall be obliged to pay for the whole of the renewed term, at the rates applicable thereto.

9.2 The company shall dispatch a detailed monthly invoice to the subscriber to the address specified in the subscription form, all of the due amounts shall be due within (21) days from the invoice receiving date, and the invoice shall be considered as warning for payment, provided that it should expressly indicate that.

9.3 The company entries and records shall be considered as acceptable evidence for the accuracy of the amounts due to the Company, unless the subscriber proves contrary to that.

9.4 The company shall not be allowed to increase charges or prices of the services until announcing the new charges and prices in at least two daily and local newspapers within one month period, provided that the increase shall not be more than what have been mentioned in the license conditions or the instructions and decisions issued by the commission in this respect. In all cases, the company shall notify the commission of any amendments made on such prices.

9.5 The subscriber shall pay all fees and taxes due to the government departments in the Kingdom on the service and collected by the company on behalf of such departments.

9.6 Disconnection of the Services does not waive the amount due to the Company. If the Service is disconnected, it will not be resumed until the Subscriber has paid all amounts due to the Company.

10 - Service suspension:

The company have the right to suspend the service totally or partially in the following cases:

A. Service is suspended temporarily in case of any technical failure, adjustment or system maintenance, provide that the subscriber shall be notified of that beforehand, and the service should be reconnect as soon as possible without any re connection fees.

B. The service is suspended temporarily if so desired by the subscriber with minimum 30 (thirty) days prior the suspension date, provided that he shall notify the company of that in writing, and to pay all his financial obligations due as agreed between the two parties. In this case, the minimal suspension period is one Gregorian month, and a maximum of 6 (six) Gregorian months for each year. In case of suspending the services pursuant to a written request from the subscriber for a certain period, this period will be added to the period of this contract.

C. Service is suspended due to security and public safety reasons or upon using or attempting to use the service in fraudulent manner or in violation of public morals.

D. The company have the right to suspend the service immediately, completely or temporarily, upon a written request issued by security or judicial bodies or by the commission, in this case, the company shall not be responsible for compensating the subscriber for the damage occurred consequent to that.

11- Terminating the contract by the company:

A -The company have the right to terminate the contract or cancel it without notice / warning to the subscriber in the following cases:

- Upon subscriber death in case he is a person or upon his bankruptcy in case it is a company, unless agreed otherwise.

- Upon company bankruptcy , liquidation or cancellation of the license granted to it by the commission or its successors for any reason whatsoever, and in case of optional liquidation, the company is required to inform the subscribers of its desire to liquidate itself within two months of that date.
- Upon subscriber breach of any item of the subscription contract and / or if he violates the provisions of the applicable Telecommunication law.
- If the subscriber failed to pay the due invoice after 14 days of their due date.

B- The company shall have the right to terminate the contract in case any of the information provided by the subscriber were incorrect and / or misleading and / or fraudulent, and the subscriber failed to correct his status within one week from the date of written notice served to him in this respect by the company.

12- Terminating the contract by the subscriber:

The subscriber shall the right to terminate this contract by his own desire provided that he informs the company in writing of that thirty (30) days prior the termination date, provided that he shall settle all his due financial obligations.

13- Complaint, Disagreements and Disputes Resolution:

The telephone numbers as well as an e-mail (pr@jcs.jo) are designated for complaints and subscribers services, each complaint shall be considered and answered as soon as possible, and in case any financial claim or problems related to service standard provided, the required actions shall be taken as soon as possible to refund any amounts related to invoices fault during a period of one month maximum from the complaint filing date. as the subscriber shall have the right to refer to the commission on the free No.(117 000) about any concerns relating to disputes regarding the service standard and / or to solve any dispute or differences related to any of the terms and conditions of this contract.

- The company shall receive the complaint / complaints filed by the subscriber, whereas the concerned person or department of the company shall take action to resolve it as soon as possible.

14 – the compact law:

This contract shall be subject to the applicable laws in the Hashemite Kingdom of Jordan, and the courts of the Kingdom shall have the authority and the jurisdiction to decide on all disputes and adversaries that arise from the interpretation of, execution of, any of the terms and conditions listed in this Contract,

I hereby, assure that all the information provided by me are correct and accurate and i agree upon the terms and conditions attached to this contract and any supplements that might be related to it which is considered an integral part and to be read as one unite, and upon writing my signature i agree upon contracting with the company.

The Subscriber

Name:

Signature:

Date:

Jordan European Internet Services Company

Signature:

Date: