

Terms and Conditions for Business Fiber Optic Internet Services – RAID Jordan

Preamble

WHEREAS, RAID Jordan (hereinafter referred to as the "**Company**") is a provider of telecommunications, data, and internet services, including broadband services via fiber optics (Fiber) and associated business services within the Hashemite Kingdom of Jordan;

WHEREAS, the **Subscriber** is a natural or legal person, or an authorized representative thereof, seeking to benefit from the fiber optic internet service and related additional services provided by the Company;

WHEREAS, both parties desire to regulate the contractual relationship between them in accordance with the provisions of this Contract and the Terms and Conditions attached and supplementary thereto;

NOW, THEREFORE, the parties have agreed as follows:

1. Introduction and Scope of Application

1.1 These Terms and Conditions (hereinafter referred to as the "**Contract**" or "**Terms and Conditions**") constitute the legal framework governing the relationship between the Company and the Subscriber regarding Business Fiber Optic Internet services and any other telecommunications, data, digital, cloud, or value-added services provided by the Company to the Subscriber pursuant to approved subscription requests or commercial offers.

1.2 The provisions of this Contract shall apply to all fiber optic broadband services for business clients, including but not limited to:

- High-speed internet service via fiber optics.
- Internet Protocol (IP) services, such as branch connectivity.
- Voice over Internet Protocol (VoIP) services, if agreed upon.
- Internet Protocol Television (IPTV) services, if provided and subscribed to.
- Any cloud services or other business solutions agreed upon in writing between the two parties.

1.3 The above Preamble, along with all appendices, attachments, subscription request forms, commercial offers, tariff manuals/files, and policies published on the Company's website related to the service (such as the Privacy Policy, Fair Usage Policy, Return and Refund Policy, Cancellation and Delivery Policy, and Pricing Policy), are considered an integral part of this Contract, and shall be supplementary to and explanatory of its provisions. In the event of a conflict, the priority rules stipulated in this Contract shall prevail.

1.4 These terms apply to all of the Subscriber's service locations provided with the service under this Contract, whether located within a single building, multiple buildings, or various branches, as specified in the subscription requests and technical/commercial offers.

1.5 In the event that this Contract is translated into other languages, the **Arabic version** shall be the official, governing, and authoritative version in case of any conflict in interpretation or provisions.

2. Definitions

For the purposes of this Contract, the following words and phrases shall have the meanings assigned to them below, unless the context clearly indicates otherwise. These definitions shall be read and interpreted collectively and integrally:

2.1 "The Company": refers to **RAID Jordan**, a company duly registered in the Hashemite Kingdom of Jordan, including its legal successors and authorized assigns.

2.2 "The Subscriber": Means any natural or legal person who submits a subscription request and signs the Service Subscription Form with the Company, and whose request is accepted and service activated. The Subscriber is legally represented (in the case of legal persons) by the authorized signatory or an officially delegated representative to deal with the Company.

2.3 "The Commission" or "TRC": Means the Telecommunications Regulatory Commission of the Hashemite Kingdom of Jordan, or any regulatory/oversight authority that replaces it in accordance with applicable legislation.

2.4 "Telecommunications Law": Means the Jordanian Telecommunications Law No. 13 of 1995 and its amendments, as well as any regulations, instructions, and decisions issued pursuant thereto and in force during the term of this Contract, to the extent applicable to the services subject to this Contract.

2.5 "The Contract": Means this document in its entirety, including all its clauses and appendices, such as: these General Terms and Conditions, Subscription Forms signed by the Subscriber, Commercial Offers, Tariff Manual/File, detailed Privacy and Data Protection Policy, Fair Usage Policy, and any other technical or commercial appendices agreed upon in writing.

2.6 "Subscription Form": Means the form(s) approved by the Company, completed and signed by the Subscriber or their authorized representative, whether in hard copy or electronic format, containing the Subscriber's details, requested service specifications, service location, and other technical and commercial details.

2.7 "Tariff Manual" or "Tariff File": Means the schedule, file, or commercial offers specifying the prices of services, subscriptions, fees, and any special offers, discounts, or bundles approved by the Company for the Subscriber, which shall be considered an integral part of this Contract.

2.8 "The Service" or "The Services": Means the Business Fiber Optic Internet service and any other telecommunications, data, digital, cloud, or value-added services provided to the Subscriber under this

Contract and relevant Subscription Forms, including VoIP, IPTV, and other business services when available.

2.9 "Coverage Area": Means the geographical scope, locations, or buildings covered by the fiber optic network or the Company's other networks, enabling the technical provision of the service therein.

2.10 "Service Location": Means the property, real estate unit, building, offices, or site specified by the Subscriber in the Subscription Form as the place for service provision and equipment installation.

2.11 "Activation Date": Means the date on which the service installation is successfully completed at the Service Location, and/or the date the Company confirms the completion of activation on its technical systems, and/or the date of the Subscriber's first actual use of the service, whichever occurs first. The commitment period and billing cycle shall commence as of this date.

2.12 "Terminal Equipment" or "CPE": Means the telecommunications and connection terminal equipment owned by the Company and installed at the Service Location for the purpose of providing the service, such as: Routers, ONT devices, network switches, protection or distribution devices, and any other accessories or components provided by the Company to the Subscriber.

2.13 "Subscriber Equipment": Means the devices, equipment, systems, and internal networks owned, leased, or used by the Subscriber at the Service Location, which are connected to the CPE or the Company's network and are not owned by the Company.

2.14 "Subscriber Data": Means all data and information related to the Subscriber, its representatives, and users, including identification data, contact details, financial data, usage data, and personal/sensitive personal data according to legal definitions.

2.15 "Force Majeure": Means any event beyond the reasonable control of the affected party that could not be reasonably foreseen, resisted, or its effects avoided, such as: natural disasters, wars, acts of terrorism, riots, general strikes, epidemics, lockdowns, binding governmental or regulatory orders, general failures in national infrastructure (power (electricity) grids, national fiber networks, etc.), and any other events of a similar nature as recognized by law.

2.16 "Fair Usage Policy" or "FUP": Means the policy adopted by the Company to regulate service usage patterns to ensure fairness and efficient utilization of network resources. This may include reasonable usage limits or criteria for identifying abuse, and administrative or technical measures such as speed throttling or temporary suspension, as published on the Company's website and updated from time to time.

2.17 "Commitment Period": Means the initial or renewed contract term agreed upon between the parties for service provision, which shall not be less than **twenty-four (24) months** from the Activation Date, or any other period expressly stated in a special commercial offer accepted by both parties.

2.18 "Invoice": Means the financial statement issued periodically or non-periodically by the Company to the Subscriber, in hard copy or electronic format, containing the value of subscriptions, fees, and any other amounts due from the Subscriber for services provided during the billing period.

2.19 "Day" and "Business Day": "Day" means any calendar day, and "Business Day" means any day that is not an official public holiday in the Hashemite Kingdom of Jordan.

2.20 Any other terms not defined herein shall be interpreted according to the context and with reference to the Telecommunications Law, relevant legislation, and telecommunications industry customs, provided they do not conflict with the explicit provisions of this Contract.

3. Governing Legal Framework

3.1 This Contract, in all its provisions, interpretation, and execution, shall be governed by the provisions of the **Jordanian Telecommunications Law No. 13 of 1995** and its amendments, and by the relevant applicable Jordanian legislation, including but not limited to:

- The Electronic Transactions Law;
- The Cybercrime Law;
- The Personal Data Protection Law (where applicable/upon its entry into force) or any equivalent legislation;
- The Income Tax and Sales Tax Laws;
- Any regulations, instructions, and decisions issued by the **Commission (TRC)** or competent official authorities related to the services subject to this Contract.

3.2 The Company is committed to the regulatory requirements and obligations set forth in the licenses granted to it by the Commission or competent authorities, to the extent applicable to the provision of the service to the Subscriber.

3.3 In the event of an amendment to any legislation or the issuance of new legislation affecting this Contract, the tariff, or the service delivery mechanism, the Company reserves the right to amend the substantial terms of this Contract to comply with such legislation and amendments. This shall be done after notifying the Subscriber in accordance with the notification provisions set forth in this Contract, and subject to any specific requirements for notifying the Subscriber or obtaining their consent as mandated by law.

3.4 In the event of a conflict between any provision of this Contract and any mandatory provision of the Telecommunications Law or any applicable Jordanian legislation, the mandatory legal provision shall prevail, while the remaining provisions of the Contract shall remain valid and enforceable to the extent they do not conflict with said provision.

4. Service Description

4.1 The Company provides the Subscriber with **Business-Grade Fiber Optic Broadband** services. This is a data telecommunications service that enables the Subscriber to:

- Access the global internet at high speeds, in accordance with the speeds specified in the **Tariff Manual/Commercial Offer**.
- Transfer and exchange data between the Subscriber's various sites
- Utilize Internet Protocol (IP) services, such as **VoIP**, to receive and make voice calls over the internet, if subscribed to.
- Benefit from content services, **IPTV**, cloud solutions, or other business services, where available and according to approved offers.

4.2 The service relies on a fiber optic infrastructure reaching the **Service Location**. Connectivity within the site is completed via **CPE** and **Subscriber Equipment**, based on the agreed-upon design.

4.3 The service is provided on a "**Best Effort**" basis, as is customary in the telecommunications industry. This means that the speeds advertised in commercial offers are theoretical maximum speeds achievable under ideal conditions. The Company does not guarantee the continuous maintenance of the same speed at all times, as performance is affected by several factors, including:

- The nature of the Subscriber's usage and the number of concurrent users.
- The quality and efficiency of the **Subscriber's internal equipment**.
- Global internet congestion and content source limitations.
- Maintenance work, infrastructure upgrades, **Force Majeure**, or outages beyond the Company's control.

4.4 The Company shall exercise reasonable technical and operational care to provide an appropriate Quality of Service (QoS) consistent with applicable technical standards and its licenses, and to achieve the advertised speeds to the greatest extent possible under normal conditions.

4.5 The Company may, pursuant to a written agreement, provide the Subscriber with services governed by a **Service Level Agreement (SLA)**, which includes performance indicators such as availability, latency, fault repair time, compensation, etc. In such cases, the signed **SLA** document shall be considered an integral part of the Contract, and its specific technical provisions shall prevail within its scope.

4.6 The Company is committed to providing the service within the **Coverage Area** enabled by its network. The Company is not obligated to provide the service outside this area unless special solutions or network expansions are agreed upon, subject to financial and technical terms to be agreed upon in writing.

5. Subscription and Contracting Terms

5.1 To subscribe to the Service, the Subscriber or their authorized representative shall:

- Accurately complete the Service Subscription Form, whether in hard copy or electronic format, signed by the Subscriber's authorized signatory or a duly delegated person.
- Attach the required supporting documents, which may include, but are not limited to:
 - Certificate of Registration for the company or establishment.
 - Unified National Number (National ID for the entity), if applicable.
 - Authorized Signatories Certificate or an official letter of authorization.
 - Any other identification documents requested by the Company in accordance with its policies, "Know Your Customer" (KYC) standards, and legal or regulatory requirements.
- Accurately determine the Service Location(s) and attach any diagrams or technical data necessary for connection execution.
- Accept the prices, fees, and conditions stated in the approved **Tariff Manual/Commercial Offer**.

5.2 The Company's acceptance of the subscription request is subject to:

- Verification of the technical feasibility to provide the Service at the Service Location (coverage, availability of fiber ports, and network capacity).
- Verification of the Subscriber's creditworthiness in accordance with Company policies. The Company reserves the right to request financial guarantees (such as advanced payments, security deposits, bank guarantees, or guarantee checks) if deemed appropriate.

5.3 The contracting process for the Service is not considered complete until:

- The Company provides written or electronic approval of the subscription request.
- All initial financial requirements (such as installation fees or advanced payments), if any, are fulfilled.
- The Service is actually activated at the Service Location in accordance with the Company's technical systems.

5.4 This Contract, together with the following, constitutes the entire agreement between the parties regarding the Service:

- These General Terms and Conditions.
- The Subscription Request/Form(s).

- The Tariff Manual/Commercial Offer.
- Any special appendices, technical agreements, or commercial agreements, such as SLA or add-on business service agreements.
- The policies published on the Company's website and referenced in this Contract, such as the Privacy and Data Protection Policy, Fair Usage Policy, Pricing Policy, and Refund Policy.

6. Installation and Technical Provisions

6.1 Upon acceptance of the subscription request and completion of the requirements, the Company shall commit to the following:

- **Extension** of fiber optic cables from the Company's network to the final termination point at the Service Location.
- **Installation and Operation** of the necessary Customer Premise Equipment (CPE) required to provide the service, which shall remain the property of the Company.
- **Calibration and Configuration** of technical settings and testing of the service at the Service Location.
- **Documentation** of the installation and delivery process through an acceptance certificate, technical report, call recording, or any other means of proof approved by the Company.

6.2 The Subscriber shall commit to the following:

- **Granting Access** to the Company's teams or its authorized representatives to the Service Location during agreed working hours for the purposes of: inspection, installation, maintenance, repair, or replacement of equipment.
- **Preparation** of internal pathways, conduits, and electrical infrastructure (such as piping, internal telecommunications rooms, power sources, and grounding) in accordance with the reasonable technical requirements communicated by the Company to the Subscriber.
- **Provision** of a suitable environment for equipment installation (in terms of temperature, humidity, protection against tampering or vandalism, and availability of stable electrical power).
- **Non-Relocation:** Not to move, change the location of, or tamper with the CPE except with prior written consent from the Company or through its authorized teams.

6.3 The Subscriber shall be deemed to have accepted the service upon the occurrence of any of the following, whichever is earlier:

- **Signature** of the Subscriber's representative on the acceptance/installation certificate.
- **Confirmation** by the Subscriber, via telephone or electronically, of the successful activation of the service (as per recordings or approved email/electronic platforms of the Company).
- **First Actual Use** of the service by the Subscriber or their users.
- **System Activation:** Confirmation of service activation on the Company's technical systems and its internal documentation.

6.4 Billing and the Commitment Period shall commence from the activation date, even if the Subscriber delays the actual use, provided that the service is technically available at the Service Location.

6.5 In the event that the Service Location is not ready, or if the Subscriber refuses/postpones the installation on the agreed date:

- The Company reserves the right to reschedule the installation date one or more times, subject to agreeing on a new appointment.
- If unreadiness, refusal, or postponement by the Subscriber persists without a reasonable justification, the Subscriber shall bear any reasonable additional costs incurred by the Company due to repeated visits, as specified in the Company's tariff schedule or as otherwise agreed with the Subscriber.
- Should the unreadiness persist for a period exceeding what the Company deems reasonable (e.g., 30 days from the initial appointment), the Company reserves the right to cancel the request and retains the right to claim any actual costs incurred as a result of such request.

6.6 The Customer Premise Equipment (CPE) shall remain the sole property of the Company and ownership shall not transfer to the Subscriber, unless explicitly stated in a separate agreement for the sale of specific devices at an agreed price.

6.7 Upon expiration or termination of the Contract for any reason, the Subscriber shall return all Company-owned CPE in reasonably sound condition (subject to normal wear and tear) within a period not exceeding **seven (7) working days** from the date of expiration or termination. Otherwise, the Subscriber shall be liable to pay the value of such equipment according to the declared prices or as reasonably determined by the Company, in addition to any collection fees or costs.

7. Contract Duration and Renewal

7.1 The initial commitment period for providing the service to the Subscriber shall be **twenty-four (24) months**, commencing from the date of signing the Service Subscription Request Form. The Contract shall automatically renew for a similar period unless either Party notifies the other Party in writing of its desire to terminate the Contract at least **thirty (30) days** prior to the expiry of the initial or any renewed commitment period.

7.2 Upon the expiry of the initial commitment period, the Contract shall automatically renew for an equivalent period (**24 months**) under the same terms, conditions, and tariffs (subject to any legal or tariff amendments notified to the Subscriber), unless either Party notifies the other in writing of its desire not to renew at least **thirty (30) days** prior to the expiry of the current commitment period.

7.3 Should the Subscriber desire to terminate the Contract and not renew it after the expiry of the initial or any renewed commitment period, the Subscriber shall commit to notifying the Company in writing within the timeframe specified in the clause above. The Subscriber's obligations to pay due fees for the period until the actual termination date and to return the Company-owned equipment shall remain in effect.

7.4 Early Termination by the Subscriber: If the Subscriber requests to terminate the Contract or cancel the service, in whole or in part, before the expiry of the initial or any renewed commitment period for any reason, the Subscriber shall be liable for the following:

- **Payment of all remaining monthly subscriptions and fees** for the entire duration left until the end of the agreed commitment period for the cancelled service(s) (i.e., "remaining subscription balance"), calculated at the rates applicable at the time of termination, without prejudice to the Company's right to claim any other outstanding amounts.
- **Settlement of any other fees or amounts** resulting from additional services, equipment, or special offers obtained by the Subscriber by virtue of the commitment period (such as installation discounts or promotional offers), as specified in the commercial proposal or the Company's policy.
- **Return of Company-owned equipment** in accordance with the provisions of this Contract.

7.5 Under no circumstances shall the mere non-use of the service by the Subscriber be considered a reason for cancelling or terminating the Contract, or for waiving the obligation to pay subscriptions and fees during the commitment period, provided that the service remains technically available at the Service Location.

8. Prices, Fees, and Tariffs

8.1 Service fees and charges shall be calculated in accordance with the Tariff

Schedule/Commercial Offer approved between the Parties, which specifically outlines:

- **Agreed Internet Speeds (Down/Up):** Provided that the download and upload speeds specified in this Contract represent approximate maximum speeds on a "**Best Effort**" basis. While the Company endeavors to provide these speeds to the extent possible, actual speeds may vary due to network conditions, the Subscriber's location, or other technical factors. The Company shall not be held liable for any discrepancy between the agreed speed and the actual speed delivered to the Subscriber.
- **Monthly Subscriptions.**
- **One-time Fees:** Such as installation, setup, initial connection fees, and/or any other charges imposed by the Company on the Subscriber.
- **Fees for upgrades, speed downgrades, or relocation of the Service Location.**
- **Prices for any additional services** provided by the Company, including – but not limited to – VoIP services, IPTV services, cloud services, and static IP addresses, if applicable.
- **Any other related fees:** Such as reconnection fees after suspension, re-installation fees, and/or any other charges associated with service provision, management, or maintenance according to the approved tariff.

8.2 Prices shall be denominated in Jordanian Dinars (JOD), unless expressly stated otherwise in a specific commercial offer.

8.3 Taxes and Duties: All prices and fees set forth in this Contract are subject to Value Added Tax (VAT) and any other applicable government taxes or duties, which shall be added to the invoices at the prevailing legal rates. The invoice must clearly indicate whether the prices are inclusive or exclusive of such taxes.

8.4 Modification of Prices and Offers: Subject to applicable legislation and any regulatory obligations, the Company reserves the right to:

- **Amend prices or tariffs in the future** (increase or decrease), provided that the Subscriber is notified in advance (e.g., 30 days prior to the effective date of the amendment) via any approved means of notification.
- **Introduce new offers**, special packages, or discounts for specific periods, in accordance with its marketing policies.
- **Cancel or modify any expired or conditional promotional offer** upon its expiration or the cessation of its condition, ensuring that the Subscriber's vested rights for the period prior to the modification remain unaffected.

8.5 Payment Obligations: The Subscriber commits to paying all outstanding amounts on their respective due dates, including but not limited to:

- Monthly or periodic service subscriptions.
- One-time fees such as installation or administrative charges.
- Fees for additional services or value-added services.
- Any fees resulting from special requests by the Subscriber, such as relocation, capacity or speed increases, connecting additional branches, or any similar services.
- Any other amounts due under this Contract or any agreements supplementary thereto.

9. Payment and Billing Terms

9.1 The Company shall issue periodic invoices (usually monthly or as otherwise agreed) to the Subscriber for services provided during the billing cycle. The invoice may include:

- **Monthly subscription** for the previous period, advanced period, or both, depending on the billing model.
- **Any one-time fees** incurred during the period.
- **Any additional fees** or value-added services requested or utilized.
- **Applicable taxes** and statutory levies.
- **Any prior outstanding balances** that remain unpaid.

9.2 Invoices shall be dispatched to the Subscriber via any of the Company's approved channels, including:

- **The authorized email address** provided by the Subscriber.
- **The Electronic Customer Portal** or the Company's mobile applications.
- **Short Message Service (SMS)** to the Subscriber's authorized mobile number.

9.3 The Subscriber shall be granted a grace period for payment of no less than **thirty (30) days** from the invoice date.

9.4 The Subscriber commits to settling invoices on or before the due date through the Company's approved payment methods, which may include:

- **Payment/Credit Cards** (Visa, Mastercard).
- **Electronic payment gateways** (e.g., eFAWATEERcom).
- **Banking applications** and electronic payment systems.

9.5 In the event of late payment beyond the specified deadlines:

- The Company shall issue a payment reminder/notice to the Subscriber approaching or following the due date.
- If payment is not received within the specified grace period following the notice, the Company reserves the right to restrict certain services or fully suspend the service until full payment is made.
- All outstanding amounts for the prior period shall remain due and payable. Additionally, a **re-activation fee of 1 JOD** shall be applied upon restoring the service after suspension, unless otherwise stated by the Company in writing.

9.6 The Subscriber has the right to dispute the invoice within a period not exceeding **fourteen (14) days** from its issuance date.

9.7 The Company's right to claim any outstanding amounts under this Contract shall not lapse by prescription (statute of limitations) except in accordance with the civil and commercial prescription provisions stipulated under the relevant Jordanian laws.

10. Quality of Service (QoS) and Fair Usage Policy (FUP)

10.1 The Company shall exercise reasonable technical due diligence to provide the Service with appropriate and stable quality, in accordance with applicable technical standards, its licenses, and the terms of this Contract.

10.2 The speeds advertised in commercial offers are theoretical maximum speeds. The actual speed available to the Subscriber may vary based on several factors, including:

- Network congestion on the Internet and the Company's network.
- The quality of the Subscriber's internal equipment (e.g., additional routers, cables, wireless access points).
- Internal distances within the Service Location and the use of wireless technologies.
- Maintenance or upgrade works.
- Circumstances beyond the Company's control (e.g., international network outages, transit provider failures, etc.).

10.3 Fair Usage Policy (FUP):

- The Fair Usage Policy aims to ensure an equitable distribution of network resources among all customers and to prevent unreasonable or abusive usage practices that may adversely affect the quality of service for others.

- The Company reserves the right to monitor general usage patterns (e.g., volume of transferred data, number of sessions, download/upload patterns) using technical and analytical tools, without accessing data content or interfering with the confidentiality of personal information, except within the limits prescribed by law.
- The following instances – including but not limited to – shall be considered forms of misuse or unfair usage:
 - Continuous excessive downloading/uploading that significantly exceeds reasonable corporate usage limits based on the subscribed service type.
 - Utilizing the Service to run public servers or data centers without a specific commercial agreement or in violation of licenses.
 - Reselling the Service or sharing it outside the scope of the Service Location or with third parties without the Company’s prior written consent.
 - Utilizing the Service for illegal purposes or in violation of the law or public order.
 - Any usage that results in a material adverse impact on network performance or the rights and interests of other subscribers.
- In the event that misuse is proven or suspected, the Company reserves the right to take progressive measures, including:
 - Issuing a warning/notice to the Subscriber clarifying the nature of the violation and requesting rectification.
 - Reducing the Service speed or restricting certain ports, protocols, or services, either temporarily or until the situation is rectified.
 - Temporarily suspending the Service until the Subscriber commits to removing the cause of the misuse.
 - Terminating the Contract by the Company in the event of repeated or gross violations, with the application of the termination provisions set forth in this Contract.
- A summary or the full text of the Fair Usage Policy shall be published on the Company’s website and is considered an integral part of this Contract. It may be updated from time to time in accordance with legislation and technical standards, provided the Subscriber is notified of any material amendments.

11. Company Obligations

The Company shall commit to the following towards the Subscriber:

11.1 Reasonable Diligence: To exercise reasonable care and diligence in providing the Service in accordance with the technical and commercial provisions set forth in this Contract, the Tariff Schedule, and any special agreements, in compliance with its licenses and applicable legislation.

11.2 Maintenance: To conduct periodic and emergency maintenance of its network and equipment to enhance performance and ensure service continuity, while taking into account the mitigation of maintenance impacts on subscribers to the extent possible.

11.3 Notification of Maintenance: To notify the Subscriber—where feasible—in advance of planned maintenance activities that may lead to service interruption or degradation of quality, via approved notification methods, unless an emergency situation necessitates immediate intervention.

11.4 Service Interruptions: In the event of a service interruption resulting from an internal fault or failure within the Company’s network or equipment, the Company shall exert reasonable efforts to rectify the fault within a suitable timeframe in accordance with standard technical practices.

- **Service Credits:** If a continuous service interruption caused by the Company exceeds a specific duration (e.g., five (5) consecutive working days) without a legitimate reason, force majeure, or fault by the Subscriber, the Company may grant compensation to the Subscriber in the form of a subscription discount or additional credits/capacity. Such compensation shall typically not exceed the monthly subscription value of the affected service, in accordance with the Company’s applicable policy and without violating the law.
- **Limitation of Liability:** Such compensation—if granted—shall be deemed the maximum financial liability of the Company for ordinary service interruptions, without prejudice to other limitation of liability provisions stipulated in this Contract.

11.5 Data Confidentiality: To maintain the confidentiality of the Subscriber’s data and usage information within the limits prescribed in the Privacy and Data Protection Policy, and to refrain from disclosing such information except in cases permitted by law, with the Subscriber’s consent, or upon the request of competent official authorities in accordance with due process.

11.6 Customer Support: To provide technical support and customer service channels to receive complaints and technical or commercial inquiries during announced working hours, and to address them within reasonable timeframes.

11.7 Service Level Agreement (SLA): To adhere to any performance indicators or service standards agreed upon in specific SLA agreements, if any, and to the extent stipulated therein.

12. Subscriber Obligations

The Subscriber shall commit to the following towards the Company:

12.1 Payment of Dues: To settle all invoices and amounts due under this Contract on their specified due dates, using the accepted payment methods.

12.2 Responsibility for Usage: To bear full responsibility for all uses of the Service conducted through its network, equipment, users, or authorized representatives, whether such use occurred with the Subscriber's permission or as a result of its negligence in protecting its network, data, or passwords.

12.3 Security Measures: To take reasonable security and technical measures to protect its internal network, devices, and data from hacking or unauthorized access, including: updating protection systems, configuring access permissions, and safeguarding passwords, etc.

12.4 Lawful Use: To refrain from using the Service for any activities that violate Jordanian legislation, regulations, instructions, or public order/morals, including but not limited to:

- Fraudulent activities, hacking, piracy, or unauthorized access attempts to third-party networks or systems.
- Disseminating or circulating illegal content, content that violates public morals, or content that infringes upon intellectual property rights.
- Sending unsolicited messages (**Spam**) or launching digital attacks, such as **DDoS**, via the network.
- Using the Service for any operations that threaten national security or public order.

12.5 Prohibition of Reselling: To refrain from reselling or sharing the Service with third parties outside the scope of the Service Location without the Company's prior written consent, and to refrain from providing it as an independent commercial telecommunications service unless the Subscriber obtains the necessary licenses and enters into an explicit written agreement with the Company.

12.6 Equipment Integrity: To refrain from tampering with, attempting to manipulate, breaking seals, or changing the settings of the **CPE** owned by the Company, and to prevent any unauthorized third party from handling it, except in accordance with clear and written instructions from the Company.

12.7 Protection of CPE: To bear responsibility for the safety of the CPE located at the Service Location, protecting it from loss, damage, theft, or tampering. The Subscriber must immediately notify the Company of any incident affecting such equipment and shall bear the cost of repairing or replacing any items damaged due to the act or negligence of the Subscriber, its users, or any third party on its premises.

12.8 Internal Installations: To refrain from performing any internal works or installations that may adversely affect the Company's network or service quality, such as installing unauthorized signal boosters or routers that cause interference or abnormal network load, or using hazardous electrical or network connections.

12.9 Provision of Information: To provide the Company with any information or data required to complete or maintain the provision of the Service, and to promptly update such data—specifically contact, correspondence, and financial details—whenever changes occur.

13. Service Suspension and Disconnection

13.1 Subject to applicable legislation and regulatory obligations, the Company reserves the right to suspend or disconnect the Service, in whole or in part, in any of the following cases:

- **Automatic Disconnection:** The Company may automatically disconnect the internet service upon the expiry of the payment grace period specified in the invoice (**30 days from the invoice date**) if the due amount remains unpaid, without the need for further notice. The outstanding balance for the prior period remains due, and a **re-activation fee of 1 JOD** shall be applied upon restoring the service, unless otherwise stated by the Company in writing.
- **Misuse:** Misuse of the Service, violation of the Fair Usage Policy (FUP), or breach of the terms of this Contract, following a notice to the Subscriber and their failure to rectify the situation.
- **Illegal Activities:** Proven or suspected use of the Service for illegal activities or in violation of the law, national security, or public order, or upon receiving official requests for suspension or disconnection from competent authorities.
- **Tampering:** Tampering with the Company's equipment, attempting to breach its systems or network, or permitting third parties to do so.
- **Unauthorized Resale:** Reselling or sharing the Service outside the Service Location without the Company's prior written consent.
- **Technical/Security Necessity:** Technical or security reasons requiring the immediate suspension of the Subscriber's network.

13.2 Suspension may be:

- **Temporary:** Until the cause of suspension is resolved (e.g., settlement of arrears, adjustment of usage patterns, or removal of the violation).
- **Permanent:** Whereby the Contract is deemed terminated in cases of material breach, recurrence, or based on official decisions, as outlined in the Termination clause.

13.3 In the event of Service suspension for reasons attributable to the Subscriber (e.g., non-payment or misuse):

- The Subscriber remains obligated to pay the subscriptions and minimum fees for the duration of the commitment period, unless the Company decides otherwise in writing.
- The Company reserves the right to impose reconnection fees upon a request to restore the Service after the cause of suspension has been resolved, in accordance with the applicable tariff.
- The Company shall not be held liable for any indirect damages, loss of profits, or loss of data incurred by the Subscriber as a result of the Service suspension.

13.4 Compliance with Official Orders: In the event that the Service is stopped or suspended in execution of an official request from competent authorities or based on applicable legislation, the Company shall bear no liability towards the Subscriber for such action and/or for any damages, loss of profits, or loss/corruption of data incurred by the Subscriber. The Subscriber shall remain liable for all due subscriptions and fees unless otherwise prescribed by law.

14. Termination of the Contract

14.1 Termination by the Company: Subject to relevant legislation, the Company reserves the right to terminate this Contract, in whole or in part, and permanently disconnect the Service in any of the following cases:

- **Failure to Pay:** The Subscriber fails to settle any outstanding amounts for a period exceeding a reasonable duration after service suspension (e.g., 30 days from the suspension date) and fails to respond to notices.
- **Misrepresentation:** Proof that the Subscriber provided materially incorrect or misleading information or documents during the subscription process that influenced the Company's decision to contract, the tariff, or the guarantees.
- **Illegal Activity:** Use of the Service for illegal activities or material violation of legislation, or proof of involvement in fraud, piracy, or gross misuse of the network or third-party rights.
- **Unauthorized Resale:** The Subscriber resells or shares the Service outside the permitted scope, despite being notified in writing and failing to rectify the situation.
- **Insolvency/Bankruptcy:** The Subscriber becomes bankrupt, undergoes voluntary or forced liquidation, or becomes subject to insolvency proceedings that materially affect its ability to fulfill its obligations, unless acceptable alternative guarantees are provided to the Company within a reasonable period.
- **Material Breach:** Any other material breach of this Contract that the Subscriber fails to rectify within a reasonable timeframe after being notified in writing of such breach.

14.2 Upon termination by the Company for the aforementioned reasons attributable to the Subscriber, the Company retains the right to:

- **Claim all subscriptions and fees** for the remainder of the commitment period (i.e., "remaining subscription balance").
- **Claim any other outstanding amounts** or compensation for proven direct damages.
- **Recover Company-owned CPE** or collect its value if not returned.

14.3 Termination by the Subscriber: The Subscriber may request to terminate the Contract before or at the end of the commitment period, as previously outlined in the Duration clause, provided that:

- In the event of termination before the expiry of the commitment period for reasons attributable to the Subscriber (and not resulting from a material breach by the Company), the Subscriber shall be liable to pay all remaining subscriptions and fees until the end of the commitment period, in addition to any other amounts specified in the commercial offer.

14.4 Consequences of Expiration or Termination: Upon the expiration or termination of the Contract for any reason:

- The Subscriber commits to cease using the Service immediately.
- The Subscriber commits to returning the Company-owned CPE within **seven (7) working days**; otherwise, the Subscriber shall be liable to pay its value as reasonably determined by the Company.
- The Company shall issue a final invoice to settle all outstanding amounts in accordance with the account settlement provisions.
- The expiration or termination of the Contract shall not affect any rights or obligations that accrued prior to the date of termination.

15. Account Settlement and Refunds

15.1 Upon the expiration or termination of the contractual relationship between the Parties for any reason, a final account settlement shall be conducted, which shall include:

- **Inventory** of all outstanding and unpaid invoices.
- **Calculation of subscriptions and fees** due up to the termination date (or until the end of the commitment period in cases of early termination by the Subscriber subject to "remaining subscription balance" charges).
- **Calculation of any prepaid amounts**, security deposits, or advance payments held in favor of the Subscriber.
- **Assessment of the value** of any equipment not returned or damaged due to reasons attributable to the Subscriber.
- **Adjustment of discrepancies** resulting from any proven billing errors in favor of either Party.

15.2 Should the settlement reveal any outstanding amounts due to the Company; the Subscriber commits to settling such amounts within the timeframe specified by the Company in the final invoice.

15.3 Should the settlement reveal any overpayments by the Subscriber or refundable amounts (such as unused security deposits after settling all obligations), the Company shall refund such amounts to the Subscriber within a reasonable period (e.g., 30–60 working days) from the date of completion of the settlement and verification that no claims remain pending. The refund shall be processed via the method deemed appropriate by the Company (e.g., bank transfer, offset against other dues, etc.).

15.4 Subscriptions or fees paid for periods during which the Service was actually provided in accordance with this Contract shall be non-refundable, except to the extent expressly permitted by the Contract or mandated by applicable legislation (such as cases of billing errors, proven material breach by the Company, or judicial/regulatory decisions).

15.5 The Company shall apply, in a manner consistent with the nature of telecommunications services, its approved general principles for returns and refunds, provided they do not conflict with the provisions of this Contract or the nature of the Service.

16. Limitation of Liability

16.1 Without prejudice to the provisions of the Telecommunications Law and relevant legislation, the Company's liability towards the Subscriber shall be determined as follows:

- **Force Majeure:** The Company shall bear no liability for any damages or losses arising from Force Majeure or events beyond its reasonable control, as defined in this Contract.
- **Subscriber Fault:** The Company shall not be liable for damages resulting from the acts or negligence of the Subscriber, its users, contractors, authorized representatives, or any third party dealing with it, including failure to protect the internal network or the Subscriber's devices.
- **Internal Equipment:** The Company shall not be responsible for any faults or deficiencies in the Subscriber's equipment, systems, software, internal wiring, or power sources.
- **Content and Illegal Activities:** The Company assumes no responsibility for the content of data, information, or services accessed by the Subscriber via the Internet, nor for any infringement of intellectual property rights, cybercrimes, or illegal activities committed by the Subscriber through the Service.
- **Exclusion of Indirect Damages:** The Company shall not be liable for any indirect, consequential, special, or punitive losses, including—but not limited to—loss of profits, loss of reputation, loss of data, business interruption, or loss of business opportunities, even if the Company has been advised of the possibility of such damages.

16.2 In all cases, and subject to any mandatory provisions of the law, the maximum aggregate financial liability of the Company towards the Subscriber for any single incident or series of related incidents shall be limited to proven direct damages only, and shall typically not exceed:

- **The total subscriptions and fees** actually paid by the Subscriber for the affected service during the three (3) months preceding the incident.
- Unless a different higher limit is agreed upon in writing in a special agreement, such as a **Service Level Agreement (SLA)**, in which case that specific limit shall apply.

16.3 Performance Fluctuations: Any temporary or incidental shortfall in speed or availability within reasonable limits consistent with the nature of "**Best Effort**" services shall not be deemed a breach entitling the Subscriber to compensation exceeding the specified compensation mechanisms (such as fee discounts or additional capacity).

16.4 Legal Conflict: No exemption or limitation of liability provisions set forth in this Contract shall apply if they are proven to conflict with mandatory legal provisions that do not permit such exemption or limitation.

17. Data Protection and Privacy

17.1 The Company commits to protecting the data of the Subscriber and its users in compliance with the applicable Jordanian legislation regarding data protection and privacy, and in accordance with the Company's approved Privacy and Data Protection Policy published on its website.

17.2 Subscriber Data includes, for example: identification and contact details, billing information, aggregated traffic usage data, and any personal/sensitive personal data collected or processed in the course of providing the Service.

17.3 Subscriber data shall be processed for the following legitimate purposes:

- Provision, operation, and maintenance of the Service.
- Billing, collection, and account management.
- Compliance with legal, regulatory, and tax requirements.
- Fraud prevention and combating misuse.
- Improvement and development of service quality.
- Direct marketing of related offers and services, where permitted by law and subject to the Subscriber's right to object or opt-out of marketing communications.

17.4 The Company may share Subscriber data with third parties in the following cases:

- Subcontractors, or technical, financial, or legal service providers assisting the Company in service delivery.
- Affiliates, sister companies, or members of the Company's group for legitimate operational or marketing purposes.
- Competent official, judicial, or regulatory authorities upon request in accordance with due legal process.
- Any other parties with the Subscriber's prior and explicit consent.

17.5 The Subscriber shall have the following rights, within legal limits, regarding their data:

- **Right of Access:** The right to inquire about their data held by the Company.
- **Right to Rectification:** The right to request the correction of any inaccurate data.
- **Right to Object:** The right to object to the use of their data for direct marketing purposes.
- **Right to Complain:** The right to lodge complaints with the competent authorities regarding any alleged breach of data protection provisions.

17.6 The Privacy and Data Protection Policy published on the Company's website is considered an integral part of this Contract and is subject to periodic updates to align with legal and technical requirements. The Subscriber shall be notified of any material amendments in accordance with the notification provisions.

18. Complaints and Dispute Resolution

18.1 The Subscriber has the right to submit complaints or feedback regarding the Service, billing, or any other matters through the communication channels designated by the Company for this purpose, such as:

- The announced telephone call center.
- The dedicated support email address.
- The Electronic Customer Portal.
- Any other channels published on the Company's website.

18.2 The Company commits to registering the complaint, providing the Subscriber with a reference number, and processing it within reasonable timeframes in accordance with the regulations and instructions of the Telecommunications Regulatory Commission (TRC) and relevant legislation.

18.3 In the event that the Parties fail to reach a satisfactory resolution for the Subscriber within the periods specified in the regulations and instructions, the Subscriber shall have the right to:

- **Escalate to the Telecommunications Regulatory Commission (TRC)** or the competent regulatory authority and submit a complaint in accordance with applicable procedures.
- **Recourse to the competent civil courts in Amman** to adjudicate any dispute arising out of or in connection with this Contract, with each Party reserving its legal rights.

19. Notices and Amendments

19.1 Any notice from RAID to the Subscriber, or vice versa, shall be deemed valid if made in writing and delivered to the address specified for each Party in the Subscription Request Form. RAID also reserves the right to send notices electronically or via Short Message Service (SMS) to the Subscriber's phone number registered in RAID's records. Such notices shall be deemed received by the Subscriber and effective as of the first day following the date of transmission.

- Furthermore, all advertisements or announcements published by RAID in daily newspapers shall be considered official notices to the Subscriber.

19.2 The Subscriber is obligated to keep their contact information and addresses up to date. Any notices sent to the last contact details provided by the Subscriber to the Company shall be deemed valid and legally effective.

19.3 Subject to legal provisions, the Company reserves the right to amend these Terms and Conditions, service policies, or tariffs, particularly in the following cases:

- Issuance of new legislation, instructions, or regulatory decisions.
- Amendment of licenses or regulatory conditions imposed on the Company.
- Updating services, introducing new services, or changing the nature of service packages.

19.4 In the event of material amendments that significantly affect the Subscriber’s rights or obligations (such as a material price increase or a major change in the nature of the Service), the Company commits to notifying the Subscriber in advance (at least 30 days prior to the effective date) through any of the approved notification methods.

20. General Provisions

20.1 Non-Assignment: The Subscriber may not assign this Contract or any of its rights or obligations hereunder, in whole or in part, to any third party without obtaining the prior written consent of the Company. The Company may assign the Contract or any of its rights or obligations to subsidiary or affiliate companies, or to any third party as part of a restructuring or business transfer, provided that the Subscriber's rights are not materially prejudiced.

20.2 Severability: If any article or provision of this Contract is deemed void or unenforceable by a judicial ruling or applicable legislation, the remaining provisions of the Contract shall remain valid and effective to the extent they do not conflict with such ruling.

20.3 Entire Agreement: This Contract—including its annexes, applications, Tariff Schedule, and the policies referred to herein—constitutes the entire and exclusive agreement between the Parties regarding its subject matter. It supersedes and replaces all prior understandings, correspondences, or offers, whether written or oral, relating to the same service subject, unless the continued validity of certain special offers or agreements is explicitly stated.

20.4 Electronic Evidence: The Parties acknowledge the legal admissibility of electronic signatures, electronic records, call recordings, emails, text messages, and data from the Company’s billing and technical systems as acceptable means of evidence in their relationship, to the extent permitted by applicable legislation.

20.5 Governing Law and Jurisdiction: This Contract shall be governed by and construed in accordance with the laws of the Hashemite Kingdom of Jordan, and the competent civil courts in Amman shall have jurisdiction.

20.6 Language Precedence: These Terms and Conditions are issued in both Arabic and English. In the event of any discrepancy or conflict in interpretation, the Arabic version shall be the definitive reference.

20.7 Effective Date: This Contract enters into force as of the date of signing by both Parties or the date of the Company’s acceptance of the subscription request (whichever is earlier) and remains effective in accordance with the duration, renewal, and termination provisions set forth above.

Accordingly, this Contract has been agreed upon and signed by the Parties, each according to their legal capacity.

RAID Company

Represented by:

Capacity:

Signature:

Date:

The Subscriber

Subscriber Name:

National ID / Unified Business Number:

Represented by:

Capacity:

Authorized to sign by virtue of:

Signature:

Stamp:

Date: