

Terms and Conditions for Business Drive service from Orange

Definitions :

- “Content”: means any documents and files in any electronic format of any type (such as video, text, images, sounds...) owned and stored by Customer through the Service.
- “Contract”: means this Terms and Conditions.
- “Customer”: means the person or company for whom the name / email address belongs to as ADSL customer.
- “Orange”: Jordan Data Communications Company
- Business Drive service “Service”, the Customer will be allowed to save content and access it from multiple devices. Customer account can be assigned a storage capacity, depending on its Orange offer and on current demand at the time of service activation. Customers can benefit from additional storage capacity in service charges as noted on the Orange commercial offers and conditions .
- ADSL : Asymmetrical Digital Subscriber line

Description of the Service :

The Service allows Business Orange Customers:

- To access a storage space on the Orange servers.
- To download, store, organize, view their Contents in any format type.
- To share their Contents with the person/group of his choice by email or through a shared space on the service.
- To manage permission settings to secure stored/shared data.

The above described features can be accessed online at the website cloudpro.orange.com (“Website”), The Service is accessed also from Orange Mobile Business Drive application for mobile devices, tablets. The features available on the service whether the Customer is connected through the Website or through the applications. The features are available on the Service whether the Customer is connected through the Website or through the applications.

1. Purpose :

These Terms and Conditions defines under which Orange provides the Service to the Customer and under which Customer accesses the use of Service.

2. Responsibility :

2.1. For Orange :

- .
- Orange cannot be held responsible for :
 - the nature and quality of the Contents

- contamination by viruses of the Customer's data and/or software, whose protection is a matter for the Customer;
- Malicious intrusions on the Customer Contents, despite the security measures implemented by Orange;
- misuse of the Service and its storage space by the Customer;
- damage to the Customer's equipment, which is the sole responsibility of the Customer;
- possible misuse of passwords, confidential codes, and more generally any information / data of a sensitive and / or personal nature for the Customer, these being under the sole responsibility of the Customer;
- Orange accepts no responsibility or liability in the event of any kind of incident on the Customer's content stored or accessed through the Service and for any direct or indirect loss or unintended destruction or against removal of Content.

2.2. For Customer:

- committed to these Terms and Conditions or any other policies or instructions created for this Service.
- The Customer is solely responsible for maintaining suitable backup on his devices and protects the integrity of the content loaded into the Service with respect for the security rules concerning the sharing.
- The legal constraints relating to the responsibility for the processing of the Content apply to the Customer and not to Orange.

3. Personal Data :

3.1. The Customer's on line acceptance to get the Service will be considered that he agreed to subscribe to this Service.

3.2. All information and data provided by Customer should be accurate, once the Customer chooses to subscribe to the Service, he is committed to provide its Name, email and any other requested information. If the Customer wishes to correct or update the given information, this will be managed by updating his account information on the Service or refer back to the sales team.

3.3. Customer will be fully responsible for any actions done through its Service account and also responsible for any use of his password. Orange will not be responsible for any misuse or mistake related to the Customer password and making sure that his password is safe and protected.

3.4. The acceptance of the Terms and Conditions by Customer is considered an agreement and eligibility that Orange can take, use, transmit, process and store customer account information in order to provide the Service or any of its other functions.

4. Personal information/data protection :

4.1. Orange is committed to maintain the confidentiality of the information/data provided by the Customer and not to disclose it to any third party and is committed to use data only within the framework of business dealings between both parties.

4.2. The Customer acts as the data controller for any and all personal data that could be included in the Content. As a consequence, Customer will be sole responsible to comply with any law and/or for obtaining any required prior consent from any third party before any personal data is included in the Content.

4.3. Any attempt by the Customer to access personal data of other customers for the purpose of modifying content of cloudpro.orange.com site or to influence the performance of servers that manage the site <https://cloudpro.orange.com> will lead to the initiation of criminal investigations against those who made the attempts.

5. Copyright :

All content of the Website including images, texts, graphics, icons & programs and other data are the property of Orange and its providers and are subject to copyright protection, intellectual property and applicable related law.

6. Service Provision :

6.1. Customer has access to its Business Drive account with its Cloud Pro credentials (using the same credentials).

the contact email & MSISDN included in the ADSL application form will be used for notification purposes.

Customer chooses his email address and desired domain name according to specific terms and conditions fixed by Orange.

Customer receives a welcome mail + SMS containing credentials and access URLs to a welcome site.

6.3. Orange is entitled to make any updates or to add new features to the Service.

6.4. Using the Service on a mobile device and cloud service applications from Orange is not free (a Cloud Pro offer subscription is required with Orange), customer must make sure there is an internet subscription/roaming or Wi-Fi connection to enable the Customer to use the Service on a mobile device(s).

6.5. The Service allows registered customers to save content and access it from multiple devices. The Customer can obtain different storage capacities according to Orange offers available on the Website and shall apply a fair usage policy-customer may take advantage of additional storage by upgrading for another internet subscription but is not allowed to select a lower internet subscription.

7. Use of service :

7.1. The use of the Service should be only for the purposes allowed by the subscription according to these Terms and Conditions and not violating the applied laws.

7.2. Use of the Service is limited to the Customer and the number of people allowed to use the Service by main Customer according to his subscription mode and personal use and not for the distribution or use on behalf of others.

7.3. Orange will not bear any responsibility under any circumstances with regard to any Content, and has the right to provide concerned Content to the authorities in case of legal decision without any prior notice to Customer.

7.5. Customer is not entitled to distribute the Service or (any part of it) or copy, sell, resell or lease or trade in and the ownership remains for Service belonging to Orange and its suppliers and the Customer has no right to do the following :

1. Change or update the Service or
2. Dismantle the Service or disable or attempt to disable in any way the encryption of Service or reuse it
3. Re license software or the Service or transfer it to others (or third parties)
4. Rent the Service to others for any purpose

8. Service termination & suspension

By Orange :

8.1. Orange reserves the right to suspend access to the Service or reduce it, to limit the possibility of the Customer to view and / or delete and /or download the Content on the server or disable the Customer account any time either by prior warning or without in any of the following cases :

1. Violation of these Terms and Conditions or any of the policies or instructions provided for this Service.
2. Close request for the Service transmitted from Customers account
3. Request and /or order issued by any authority /association concerned with rule of law
4. Technical or security unexpected problems,.
5. Customer participation in fraudulent or illegal activities.
6. Non-payment for the due amount by Customer for the provision of the ADSL service.

In case of suspension, the Customer

- ✓ Will not lose any data
- ✓ The users cannot send/read any emails
- ✓ The website of the Customer is not reachable any more
- ✓ Cannot access their Business Drive

After suspension period without re-subscription to a data offer, cloud pro subscriptions are terminated, and data are definitively erased.

The Customer acknowledges that the data on the Orange System will be deleted and erased immediately upon termination and the Customer will be solely responsible and liable to restore and retrieve his data before it is deleted.

8.2. Orange reserves the right to suspend the Service or update it at any time without prior notice.

8.3. in the event of termination of the contractual relationship between the service provider and Orange, Orange will not be responsible for providing service.

8.4. Limitation of liability :

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ORANGE BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ORANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will Orange's liability, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by Customer for the Service under these Terms and Conditions. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Customer shall indemnify Orange and hold Orange and its employees, contractors and distributors from harmless at his own expenses, from any and all losses, fines, penalties, , costs, damages, injuries, claims, liabilities, settlements and expenses (including reasonable attorney's fees) resulting from an allegation, proceeding, suit, or claim of third party that use of the Service by the Customer infringes any personal data right.

8.5 In all cases on deactivation of the Service at the initiative of the Customer, the Customer will have to carry out the necessary actions, under his own sole responsibility, in order to retrieve in advance (before expiration of the Service) the Contents stored on the Service to another available solution or support.

9. Compensation:

9.1. The Customer is responsible for any claims that may arise from a third party as a result of its use of the Service or related to any Form or violation of these Terms and Conditions, including any liability or expense of any kind and any nature arising from claims, or loss or damages, or lawsuits or judgments, or settlements, or litigation costs, or Reasonable attorneys 'fees In this case Orange will provide a written notice of such claim, suit along with reasonable support on Customer cost.

10. Litigation :

These Terms and Conditions are governed by the law of Jordan
Any dispute arising in connection with use of the Service shall be resolved amicably. If the Parties cannot reach a mutually agreed amicable solution, both Parties agree that such dispute shall be settled before the competent Amman Courts .