

TERMS AND CONDITIONS

For My Orange Office

1. Definitions:

In this Contract the following terms shall have the respective meanings assigned to them words in the plural include the singular and vice versa):

- 1.1 **“Basic Information”**: means information that comprises of the name of the Customer and its address and contact information.
- 1.2 **“Contract”**: means this contract comprising of these Terms and Conditions and the and the Brochure Tariff.
- 1.3 **“Customer”**: means the person or company contracted with Orange and any of its employees or person(s) that are allowed to use the Service as Administrator.
- 1.4 **“Minimum Subscription Period”**: means a period of One Year starting as may be stipulated by Orange as the minimum subscription term for which the Customer commits to use the Service when he subscribes to the Service.
- 1.5 **“Orange”**: means **Jordan Data Communication Ltd**, a company organized and existing under the laws of the Hashemite Kingdom of Jordan.
- 1.6 **“Orange ADSL Line”**: means the ADSL line subscribed by the Customer or any broadband access line connecting customer premises from Orange in order to obtain the Service.
- 1.7 **“Orange System”**: means the platform that hosts all My Orange Offices services data of the Customer.
- 1.8 **“Service”**: Service: means My Orange Office value added service which comprises of the following: • Mailboxes. • Domain Name. • Administration tool(VAS account) in addition to Extra charged services : Webhosting service Website express service.
- 1.9 **“Domain Name Service”**: means a character string composed of one or more terms (possibly separated by hyphens) and an extension (.com, .net, .org, .info, .biz, .etc.).Examples: yourcompanyname.com. Your domain name allows easy access to your internet site (www.my-company.com) and customisation of your e-mail addresses (contact@my-company.com).
- 1.10 **“VAS Account”**: means an account created by Orange for the Customer to manage the features of the Service.
- 1.11 **“Webhosting”**: means a service which provides storage capacity for Web pages. It is a service which allocates space for customers to upload their web pages onto computer servers that are connected to the Internet. The scope this of Services basically is web page and small-scale file hosting where files can be uploaded via File Transfer Protocol (FTP). These pages can be created either in Windows NT or Linux environments.
- 1.12 **Design Service Website” (Website express.)**: Is a service that enables the customer to create its own website, which contains a set of files are placed side by side on a server, which allows the customer to view Internet content to the end user upon request and may contain this site mail to several elements such as text, images and other so this service allows the subscriber design its own website, which may contain at least 5 pages at most 10 pages, this service includes hosting site with a capacity of no more than 400 MB. And the site is created by choosing the available themes.
- 1.13 **“Brochure Tariff”**: a special brochure prices issued by Orange, including the special conditions of the offer.

2. Purpose:

2.1. The present Contract defines the terms and conditions under which Orange provides the Service to the Customer and under which the Customer accesses and uses the Service.

By so clicking "I accept the Customer agrees to be bound by the terms and conditions contained in this Agreement as of the date of acceptance.

3. Service Provision:

- 3.1. Orange shall provide the Customer with the Service as specified on the the terms and conditions of this Contract
- 3.2. Upon subscribing to the Service, Orange shall create a main account for the Customer to manage his features ("**VAS Account**").
- 3.3. Orange will use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and Orange shall not incur any liability for any failure to meet any date.
- 3.4. The Service provided to the Customer shall have the features described in this terms and conditions The Customer should use the following tools to access the web express service:

Internet Explorer V7.0 and above or Mozilla 2 and above On a Mac: Mozilla 2 and above
Internet Explorer V6.0 and above or Mozilla 2 and above On a Mac: Safari and Mozilla 2 and above

- 3.5. Orange shall provide the Domain Name upon availability.
- 3.6. In case the Domain Name was assigned for the Customer, Orange shall be the provider that manages the Domain Name and shall be responsible for the creation, termination and renewal of the Domain Name upon the Customer's written request.
- 3.7. In case the Customer has a Domain Name that a provided by other than Orange and wishes to subscribe to the Domain Name Service, then Orange after obtaining the written approval of the Customer shall be the new provider for the Domain Name Service for the whole Term of the Contract and shall be fully authorised by the Customer to contact the old provider to ensure the transfer of the management rights for Orange.
- 3.8. In case the Domain Name is listed in the Association of the ". jo" domain, then Orange shall only be responsible for allowing the possibility for the Customer to create emails under such a domain name.
- 3.9. The Customer acknowledges and agrees to allow "who is" website to publish Basic Information that is required for the service and without any liability on Orange.
- 3.10. The Customer will be solely responsible for the protection and security of the Website, if the cause of the breach was not done by Orange.
- 3.11. In consideration of the payment by the Customer of the fees, Orange shall provide the Service during the continuance of this Contract subject to the compliance by the Customer with all the terms and conditions set out in this Contract.
- 3.12. The Customer acknowledges that both Orange ADSL Line and the Service are linked and will be jointly billed. Therefore, the Customer shall pay the total amount of the joint bill to avoid disconnection of both the Orange ADSL Line and the Service.
- 3.13. Orange reserves the right to cancel or to delay the provision of the Service to a Customer, if Orange has reasonable grounds to believe that the Customer is likely to use the Service

for unlawful purposes or for purposes which constitute a breach of Contract without any compensation what so ever.

- 3.14. The Customer acknowledges that it is technically impracticable to provide a fault free Service. Orange shall however use its best endeavours to repair any reported faults as soon as it reasonably can.
- 3.15. The Customer understands and agrees that the Service is subject to immediate termination without compensation for non-compliance with the terms and conditions in this Contract, any breach to effective legislations, or any order received from the judicial or competent government body Furthermore, the Customer will be responsible for the full amount of any consequential damages this may cause.
- 3.16. If the Customer wishes to delete/ amend certain options of the Service, then the Customer may request from Orange directly that will accept and perform his request after ensuring that all the proper documentations have been fulfilled and signed by the Customer according to Orange policy.
- 3.17. The customer will be given user name and password; he/she will be solely responsible of using them for accessing the service.

4. Minimum Subscription Period

- 4.1. The Service shall be provided with a Minimum Subscription Period.
- 4.2. The Minimum Subscription Period shall not apply to free Services and e-mails packages provided by Orange.
- 4.3. In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Customer for any reason whatsoever or by Orange as a consequence of any breach by the Customer of any of the obligations or duties of the Customer, then notwithstanding any provision to the contrary in the terms and conditions in this Contract, the Customer shall pay to Orange the fees up to the end of the Minimum Subscription Period.

5. Access to the Service

- 5.1. Any connection or access to the Service shall be made only through an Orange ADSL subscription account (Orange ADSL Line).
- 5.2. The provisions of Orange's terms and conditions for the Orange ADSL Line shall apply as a whole and shall be an essential part of the Contract.

6. Use of Service

The Customer shall not use the Service:

- 6.1. for any unlawful or criminal purposes or any other activities which are contrary national security, public order and morality; or
- 6.2. for persistently sending messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whomsoever;
- 6.3. to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights

- 6.4. to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or attempt to gain access to any computer system connected to internet without authorization by the owner of the computer system; and to access information or resources which are private to individuals and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and information.
- 6.5. Share or allow to be shared the Service and/or equipment with any person or corporation whomsoever without the prior written approval of Orange and shall use the Service only for the purpose for which it is subscribed.
- 6.6. Assign or dispose of in whole or in part any rights or obligations herein contained without the prior written approval of Orange. Any purported assignment or disposal without such written consent shall be null and void and of no effect.
- 6.7. The Customer agrees to be in full compliance with all Jordanian laws and regulations for the Website to be hosted. The content of the Website should not violate any Jordanian laws and/or regulations including but not limited the Website should not contain or exploit any pornography, violent scenes, illegal promotional materials, and illegal and/or immoral behaviours.
- 6.8. The customer undertakes to pay all costs, fees and charges imposed and the taxes that must be paid to the relevant entities in Jordan/ or which orange deduct on behalf of this authorities.
- 6.9. In the case the customer choose the Website design (website express), he bears full responsibility for the design of the site ,Orange provides a tool that facilitates the creation of the site ,the customer can also request the service support for the design of the web site by Orange for an additional fee.
- 6.10. The customer will not be able to continue to keep any information or e-mail after the end the website express service.
- 6.11. This contract does not grant the customer the rights or licenses of trade names or service marks or logos or trademarks belonging to Orange.

7. Orange Rights and Obligations

- 7.1. Orange shall have the right to examine the use(s) to which the Service is put by the Customer and to disclose such use to authorised parties for legal or statutory purposes, in order to identify misuse or abuse of the internet, or to ensure the smooth running of and identify faults in its network and the rest of the internet.
- 7.2. Orange reserves the right to manage and control the access to systems and data stored in a manner deemed appropriate by Orange.
- 7.3. Orange shall give instructions about use of the Service which Orange thinks reasonable to be necessary in the interests of safety, or of concern to the quality of service to Orange's other Customers and any such instructions shall, whilst they are in force, be deemed to form part of this Contract.
- 7.4. Access to the Service may be occasionally restricted to allow planned repairs, maintenance and upgrades in which case Orange will use all reasonable endeavours to provide the Customer with advance notice of such restriction;
- 7.5. Orange shall have the right at any time and upon reasonable notice to send an technical employee to the Customer's premises to undertake any necessary maintenance.
- 7.6. Orange reserves the right to manage and control access to any computer or any Orange System or any computer linked to any Orange System and any data stored therein, in a manner deemed appropriate by Orange, and to delete any data (whether belonging to,

provided or stored by the Customer or otherwise), notwithstanding that such access and the storage of such data is a requirement or constitutes a part of the Service.

- 7.7. Orange reserves the right to disconnect the Service in case of a breach of Contract. Orange shall not be liable for such disconnection.
- 7.8. Orange shall not have any obligation or duty to review or edit (periodically or otherwise) the data stored in any computer or any Orange System or any computer linked to any Orange System.
- 7.9. Orange reserves the right to increase the prices and fees of the Service , with one month prior notification to the Customer.
- 7.10. Orange reserves the right to:
 - 7.10.1. for operational reasons, change the codes or the numbers allocated to the Customer or the technical specification of the Service to match changes in the network infrastructure.
 - 7.10.2. suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so Orange will give as much online, written or oral notice as is reasonable practicable. Orange will restore the Service as soon as it reasonably can after the suspension. Orange will not be liable for any prejudice suffered by or caused to the Customer as a result of the suspension of the Service.
 - 7.10.3. give the Customer instructions which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by Orange to the Customer or to any other Customer.

8. Term

The Term of this Contract shall commence as from the date of the activation of the Service and shall last at least till the end of the Minimum Subscription Period. The Contract will be renewed automatically for similar periods unless requested the opposite from the Customer before 30 days from the date of termination.

9. Termination

The Service may be summarily terminated by Orange:

- 9.1. if, in the reasonable opinion of Orange, the Customer has breached any of the terms and conditions herein contained and/or the terms and conditions applicable to the Orange ADSL Line subscribed by the Customer or has provided any information which is incorrect or incomplete.
- 9.2. If Orange ADSL Line has been terminated for any reason.
- 9.3. If, in the reasonable opinion of Orange, the Customer has used, attempted, or is likely to use the Service and/or equipment in contravention of any law or to cause any annoyance, embarrassment, harassment or disturbance of any kind whatsoever.
- 9.4. If, the Customer, being a corporation, shall have a winding up petition presented against it or shall have a liquidator or a receiver or manager appointed, or being an individual, has made a composition and/or arrangement with or for the benefit of his creditors.
- 9.5. If a request for termination of the Service has been made to Orange by the official owner of the Orange ADSL line.
- 9.6. Orange may, without prejudice to any other rights or remedies of Orange and notwithstanding any waiver or any waiver of any previous breach, suspend and/or disconnect the Service or all services in the event that any due invoices payable by the

Customer for that Service or the Orange ADSL Line service are not settled and paid in full amount.

10. Consequences of Termination

- 10.1. As a consequence of termination upon Customer's request, the Customer shall be liable to pay all amounts due to Orange for the whole Term of this Contract (Minimum Subscription Period) and Orange shall immediately delete all features and data in the VAS Account and any other features and data related to the Service.
- 10.2. 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.
- 10.3. As a consequence of termination upon Orange's request, the VAS Account shall be valid for 30 days after which it will be deleted along with all the features and data it holds.

11. Fees and Payments

- 11.1. The fees of the Service shall be invoiced by Orange on monthly basis, and shall be payable by the Customer within 30 days from the invoice date sent by mail or E-mail.
- 11.2. The Customer acknowledges that he will be receiving one bill containing the total amount of the Orange ADSL Line and the Service.
- 11.3. The fees for the Service are described and specified on the Brochure tariff .

12. Liability

- 12.1. The Customer is advised hereby that servers on the internet are exposed to hackers attacks, viruses and other adverse effects. Furthermore, due to dynamic development of the latest technologies there are many software products, including well-known brands, with internal flaws. For these and many other reasons the Customer may experience complete loss of content of their data and information while using the Service. While Orange does everything in its power to prevent these problems, Orange will not be liable for lost data.
- 12.2. Orange shall not be liable for any failure in performance, interruption of the Service or delay in performing its obligations hereunder if such failure, interruption or delay is due to circumstances beyond its reasonable control, including but not limited to, acts of God, acts of any governmental body or military authority, civil disturbance, war, sabotage, embargo, fire, flood, strikes or other labour disputes and disturbances, interruption or delay in transportation, interruption or delay in telecommunications or third party services, failure of third party software or hardware, inability to obtain facilities, raw materials, fuel, energy, labour resources.
- 12.3. Orange has no control over the information transmitted to or from the Service and that Orange does not ordinarily examine the use to which Customers put the Service or the nature of the information they are sending or receiving.
- 12.4. Orange hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.
- 12.5. Orange shall not in any circumstances be liable under this Contract or otherwise for any direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure;

corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract or otherwise.

13. Limitation of Liability

In no event shall Orange or its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors, be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the Customer or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if Orange has been advised of the possibility of such damages. In no event will Orange's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual amount paid by the Customer for the Service which gave rise to such damages, losses or causes of actions during the One Month period prior to the date the damage or loss occurred or the cause action arose.

14. Indemnity

The Customer undertakes and agrees to indemnify and hold harmless Orange at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to infringement of copyright or other intellectual property rights or death, bodily injury or property damage and howsoever arising which Orange may sustain, incur or pay, or, as the case may be, which may be brought or established against Orange by any person whomsoever arising out of or in connection with or by reason of the operation, provision or use of the service and/or equipment under, by reason of or pursuant to this Contract and which are attributable to the act, omission or neglect of the Customer, his servants or agents. Orange shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information concerning the Customer's account and particulars. Neither shall Orange be liable for any error, omission, or inaccuracy with respect to any information disclosed.

15. Governing Law

This Contract shall be governed by the Laws of the Hashemite Kingdom of Jordan. Any controversy, claim or dispute between the parties shall be finally settled by the competent of Court of Amman (Justice Palace).