

## The rules and conditions that must be met in contracts concluded between licensed ISPs and subscribers

### Article (1)

The companies are obligated to provide a copy of the contract to the customer in the Arabic language. It should include all the agreed-upon terms and conditions, and must be written in a clear font so that the user can read the contract easily (for example, the font used should be Simplified Arabic - font size: 10 or Traditional Arabic - font size: 12).

### Article (2)

The subscriber with whom the contract is entered must be over 18 years of age to be eligible to subscribe to consumer services.

### Article (3)

The contract is personal in nature and the service may not be transferred or re-sold to third parties without obtaining the prior approval of the licensed company in a way that does not contradict with Telecom Regulation Law No. 10 of 2003.

### Article (4)

The type of service(s) to be provided and mentioned in the service contract should be determined, with the specifications, charges and payment methods in a way that does not contradict with the license issued to the company by the NTRA

### Article (5)

The term of the contract and any renewable term(s) should be mentioned clearly with the cases in which the con.

### Article (6)

The terms of payment approved by the NTRA, should be mentioned including the administrative expenses, taxes and any other charges.

### Article (7)

The licensed companies' commitment to issue a detailed invoice in case the subscriber intends to issue such invoice for the service or services that can be invoiced according to the type of service. This invoice should include the details of the service charges in terms of value, the service duration and the payment allowance period. The invoice may be issued as a hard or e-copy at no cost.

### Article (8)

The procedures for notifying the customer upon the commencement of the service provision, provided that the notification states "the service start date" via e-mail at the e-mail address specified by the "subscriber". In addition, he should be notified by any other means such as, by sending him an SMS on his mobile phone or by fax or telephone call.

### Article (9)

A clause should be included in the contract, obligating the company to refund the amount paid by the customer upon entering a contract therewith in case the company fails to install the line within two weeks in a maximum in case there are causes the company is liable for and four weeks in case the causes are beyond the company's control.

### Article (10)

The rights and obligations of the subscriber and the licensed company should be determined in case of violation of the contract concluded between them or in the event of termination of the contract before the expiry of its term or abolition of contract.

### Article (11)

A clause should be included obligating the company, in case of the subscriber's failure to pay any amounts due to him, to send the latter a notice to pay the due payments. Such notice should be served with an acknowledgement of receipt or through any other means such as a text message (SMS) proving that the subscriber was informed that the service will be disconnected from the line in dispute. It should state that in case of failure to pay the payable amounts within one week from the date of notice, the company will be entitled to discontinue the service on line with the procedures provided for in the contract.

### Article (12)

In case of cancellation of the service at the customer's request during the contract term, the company shall cancel the service at his request within five working days in a maximum from the date of submittal of the request to the company after settling the financial obligations with the company without any additional expenses.

### Article (13)

The procedures to be taken should be mentioned in the contract, with the required fees in case the service is suspended at the customer's request.

### Article (14)

The procedures and remedies that should be taken in case the service is interrupted or discontinued as a result of malfunctions or network maintenance should be stated clearly. The licensed company should determine the period required for troubleshooting the malfunction.

The cases in which the client will be compensated in case the malfunction continues for a period longer than that specified by the company in the contract and approved by the NTRA. This does not include the malfunctions resulting from the company licensed to provide the infrastructure in accordance with the Subscribers Compensation Regulation approved by the NTRA.

#### Article (15)

A clause should be included in the contract obligating the licensed company to compensate the clients affected by the interruption of service resulting from a collective malfunction in case it is due to causes the licensed company is liable for. In such case, the customer should be exempted from paying the subscription fees for the period of service interruption or as determined by the NTRA and the licensed companies without prejudice to the emergency conditions, force majeure and the standards set forth in the license granted to the company by the NTRA.

#### Article (16)

The licensed companies are obligated to provide all services licensed by the NTRA at a level of performance that conforms to the internationally-recognized standards and parameters and the recommendations of the International Telecommunication Union (ITU). It should also adhere to the specifications, standards and verification mechanisms and parameters issued by the NTRA related to the quality of service as stipulated in the license in addition to any updates or developments made by the NTRA. The company shall submit periodic reports proving its abidance by such parameters and determinants.

#### Article (17)

The licensed companies are obligated to have trained personnel to receive the users' inquiries and complaints received by the NTRA and respond to them as soon as possible, as determined by the NTRA and pursuant to the regulations issued in this regard. They should also establish a system that reduces the frequency of complaints related to the provision and quality of services.

#### Article (18)

A clause should be included in the contract obligating the licensed company not to modify the monthly subscription except after obtaining the NTRA's prior written approval. The customer should be notified before the commencement of the new accounting period in case the agreed-upon tariff is increased.

#### Article (19)

The methods of complaints or disputes resolution should be determined in the contract. It should mention the customer's right to seek recourse to the NTRA in case the dispute is not resolved.

#### Article (20)

A clause should be included in the contract stating the maintenance systems of the licensed company as it is obligated to provide a customer service system that receives and resolves customer's complaints round-the-clock seven days a week.

#### Article (21)

A special number should be assigned to receive customers' complaints, not to mention the NTRA's numbers assigned to receive their complaints in case the licensed company fails to respond to any of them. This should be mentioned as follows "In case the complaint or problem cannot be resolved, kindly call NTRA on (155) and the toll-free number 08003330333".

#### Article (22)

The licensed companies shall maintain the confidentiality and privacy of the service-related information and documents they receive, whatever they are, and not to disclose them to third except at the request of the judicial authorities, and as per the provisions of law and license issued by the NTRA thereto.

#### Article (23)

The contract should indicate that it is its approved by the NTRA.