

**Terms of Service of  
Mobile Telecommunication Services**

**Rabi' I, 1429H**

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## Article One: Definitions

The following words and expressions shall have the meanings assigned thereto below, unless the context requires otherwise:

- 1.1 **Operator (Service Provider)**, means any person licensed to provide any public telecommunication service or operate telecommunication network used for the provision of such service.
- 1.2 **CITC: Communications and Information Technology Commission**
- 1.3 **CITC Statutes**, means the Telecommunication Act by Royal Decree No (m/12) dated 12/3/1422H and its Bylaw, the CITC Ordinance, issued by Council of Ministers' Resolution No (74) dated 5/3/1423H, and any bylaw or instruments adopted in relation to the activities of the CITC.
- 1.4 **Service Applicant**, means the natural or legal person, who applies to the Service Provide for the services
- 1.5 **Date of Service Application**, means the date on which the Service Applicant or the Subscriber applies for a service using the appropriate application process.
- 1.6 **Service Commencement Date**, means the date on which the Service Provider completes the provisioning of the service, so that it is available for use by the subscriber.
- 1.7 **"Subscriber (User)"**, means any natural or legal person, who is a party to a contract or any other similar arrangement with the Service Provider, for the provisioning of the telecommunications and information technology services.
- 1.8 **Bill**, means the official document issued by the Service Provider to the Subscriber on a regular basis, stating the fees and charges payable to the Service Provider for the Service(s) provided to the Subscriber, and showing the Subscriber's name, telephone number, account number, bill date of issue, credit limit date payment is due and date of service suspension or disconnection in case of non-payment.
- 1.9 **Installation Charges**, means the charges payable for installation of the Service, appearing in the Service Contract or the first Subscriber's bill.
- 1.10 **Recurrent Charges**, means the periodic Service(s)charges, appearing on the Subscriber's bill, whether or not the Service(s) are used, and which end with the termination of the Service(s).

- 1.11 **Non-recurrent charges**, means the Service(s) charges, appearing on the Subscriber's Bill for his usage of the Service(s).
- 1.12 **Directory**, means a list including the names of the subscribers and their published telephone numbers, which the **Service Provider** publishes from time to time in a printed book, an electronic form, through Directory Inquiry Service, or on its website.
- 1.13 **Assignment**, means the transfer of Service subscription from one subscriber to another.
- 1.14 **Service Suspension**, means the temporary disconnection of a Service upon the Subscriber's request or by the Service Provider pursuant to the terms and conditions herein, or upon a CITC directive. This shall include the disconnection of all outgoing calls except for those of emergency or calls outgoing to the **Service Provider**.
- 1.15 **Service Cancellation**, means termination of a Service provided to the Subscriber upon expiry of his subscription contract or upon the Subscriber's request, or termination of the Service by the Service Provider pursuant to the terms and conditions herein.
- 1.16 **Service Contract**, means the terms and conditions set by the **Service Provider** for the provision of one of its services, including the terms and conditions upon which the Subscriber and the **Service Provider** agree in relation to the Service application or subscription.
- 1.17 **Subscriber Account**, means an account assigned by the Service Provider to the Subscriber, to organize the payment of the amounts due to the Service Provider for the Service(s) provided by the Service Provider to the Subscriber.
- 1.18 **Terms of Service**, means this document, as may be amended, altered or changed from time to time, after the CITC's approval.
- 1.19 **Credit Limit**, means the maximum consumption limit of the Subscriber's call charges.
- 1.20 **Deposit Amount**, means the financial amount that may be requested by the Service Provider to be deposited by a subscriber in the service account, as a security for the usage of the services provided by the **Service Provider**.
- 1.21 **Mobile Services**, means wireless telecommunication services adapted to allow the complete mobility of the User's terminals (wireless stations), to

enable the Subscriber to receive or send contacts from or to any other systems or stations within the boundaries of the network. Mobile Services do not include, in this context, the satellite mobile services.

## **Article Two: General Provisions**

- 2.1 Without prejudice to the provisions set out in the CITC Statutes, the articles included herein, in addition to the terms and conditions in the relevant service contract, shall apply, taking the following into consideration:
  - 2.1.1 In the event that the definition for a certain word or phrase herein is also defined in the CITC's Statutes, then the definition in the CITC Statutes shall prevail.
  - 2.1.2 Service Contracts shall be consistent with these terms of service, and if there is any conflict between them, these terms shall prevail.
  - 2.1.3 If these terms of service require certain communications to be made in writing, then such communications may be made electronically or by automated systems or by electronic-mail.
  - 2.1.4 If any amendment, addition or deletion of any article or section in this Terms of Service document is required, a request for such amendment, addition, or deletion shall be made by official letter addressed to the CITC, showing the place where the proposed amendment, addition, or deletion is proposed as well as the related reasons and justifications. Accordingly, the consent and approval of the CITC must be obtained before such amendments become effective.
- 2.2 This document becomes effective as of the date on which it is approved by the CITC, and supersedes any previous terms of service. Any future amendments hereto shall be effective as of the date of they are approved by the CITC.
- 2.3 The Service Provider may, after obtaining the CITC's prior approval in writing, sub-contract with other persons to provide its licensed telecommunication services. However, the Service Provider shall remain solely responsible to both the Subscriber and the CITC for the performance of all legal obligations, which would have been performed by the Service Provider had such sub-contract not been entered into.
- 2.4 The Subscriber may communicate with the Service Provider via phone, personally by visiting any subscription office, or via normal mail, facsimile or electronic mail. Also, all bills, notices or any other communications between the Service Provider and its subscribers shall be delivered to the

Subscriber's address by hand or sent via normal mail, electronic mail, facsimile or by any other proper means of communication as deemed appropriate by the Service Provider. The Service Provider shall request the Subscriber to update his personal data and address when and as required.

- 2.5 If the **Service Provider** reduces or modifies any of its service tariffs, the Subscriber shall not have the right to request the application of such new tariff to any service provided to him before the date specified for application of the reduction. .
- 2.6 The **Service Applicant** may, upon request, obtain a copy of this document, and the Service Provider shall make available, free of charge, copies hereof at its service offices. In addition, this document shall be posted on the **Service Provider's** website and published at the beginning of the Telephone Directory (whether printed or in an electronic form) upon the publication thereof.

### **Article Three: Service Application Procedures**

- 3.1 To obtain service, the following procedures shall apply:
- a. The Service Applicant, who applies for the Service for the first time, shall complete the Service Application Form, write his name and sign in the proper place in the Application Form in the presence of the Service Provider's competent officer or authorized distributor. The Applicant shall provide with the Application form all the required official documents. In addition, the **Service Provider** shall verify the correctness and validity of such documents. If the Applicant is an existing subscriber of the **Service Provider** and the required information is already present in his file maintained by the **Service Provider**, he may contact the **Service Provider** through any means of communication available for this purpose to obtain the Service he wants.
  - b. Without prejudice to Article (5.1) hereof, the Subscriber shall provide a financial security or bond, when required by the Service Provider, and / or the Subscriber shall be subject to the credit limit determined by the Service Provider; and the Service Provider shall clarify these matters to the Subscriber upon his application for the Service.
  - c. If the Service Applicant is a natural person, he shall be not less than 15 years of age.

- d. The Service applied for shall not be a service which has been suspended or cancelled for legal reasons, during the specified period for suspension or cancellation.
- e. The Service Applicant shall be free from any past due financial obligations payable to the Service Provider, unless such obligations are still under dispute between the two parties.
- f. After receiving the Service Application Form containing all the required information from the subscriber, if the Service Provider is unable to provide the Service to the Subscriber on the date requested by the Subscriber, then the Service Provider shall notify the Subscriber of the expected service date within no more than ten (10) days.
- h. All disputes/complaints that may arise between the **Service Provider** and the **Subscriber** in relation to the provisions of this Article, shall be settled according the provisions of Article Twelve and Article Thirteen hereof.

#### **Article Four: Service Contracts**

- 4.1 The Service Contract (Service Application Form) shall be effective as of the service start date.
- 4.2 The minimum term of the Service Contract shall be one month. If the **Service Provider** amends the minimum term of the Service Contract, it shall notify the Subscriber thereof sixty (60) days before the effective date of such amendment.

#### **Article Five: Subscriber's Obligations**

- 5.1 The Service Applicant or Subscriber shall pay the financial security, as required by the **Service Provider**, in any of the following events:
  - a. If the **Service Provider** has reliable information that the Service Applicant will not be able to pay the amounts due for the Service;
  - b. If there are large accumulated amounts of non-recurrent charges owed by the Subscriber, and he has failed to pay them, and which are not the subject of dispute / complaint between the two parties; or
  - c. If the Subscriber owes the **Service Provider** previous payable debts, which they are not under dispute between the two parties.
- 5.2 When the charges designated by the **Service Provider** for the Service are related to a specific intended use, the Subscriber may not use or allow

others to use the Service for any other purpose, without obtaining the **Service Provider's** prior approval in writing. If the Subscriber fails to comply with this provision, the **Service Provider** shall immediately notify CITC to take the proper action on such violation, according to CITC Statutes.

- 5.3 Without prejudice to the rules of responsibility as determined by the laws and regulations applicable in the Kingdom, the Subscriber shall be responsible for any penalties that may be imposed upon him by CITC according to CITC Statutes for any violation committed by Subscriber, in any of the following events:
- a. Illegal use or operation of the service provided to the Subscriber, whether such illegal use or operation is made by the Subscriber or anyone else;
  - b. Illegal use of the Service, by the Subscriber or anyone else, including any failure or interference to the facilities of the **Service Provider** or any other licensed service providers that may be caused by such illegal use; and
  - c. Any losses or damages arising as a result of any modifications made, or allowed to be made, by the Subscriber, to the equipment or communication software connected to the service provided to the Subscriber, whatever the justifications of their occurrence may be.
- 5.4 The Subscriber shall procure all licenses and permits required for the software used in the systems and equipment, including the intellectual property rights<sup>(1)</sup> and any other rights required for the provision of any services or the installation or use of any equipment in the Subscriber's premises (including communication devices and equipment), throughout the period during which the service is provided or made available to the Subscriber.

#### **Article Six: Service Provider's Obligations**

- 6.1 The **Service Provider** shall provide the Service to any Service Applicant, provided that the conditions set out in Article Three hereof are met by the Service Applicant and the required technical capabilities are available.
- 6.2 Subject to the provisions of Clause (5.1) hereof, the **Service Provider** shall make clear to the Service Applicant the reasons for requesting the financial deposit, the deposit amount and the method of its application. The **Service Provider** shall also determine the Subscriber's credit limit based on the

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<sup>(1)</sup> As set out in Author's Rights Law



- Subscriber's record with the **Service Provider**, if the Subscriber was a previous subscriber to any of the **Service Provider**'s services.
- 6.3 The **Service Provider** shall provide the Service to all subscribers under the same terms and conditions and specifications, without any discrimination, including:
- a. Fees and charges of the Service provided;
  - b. Quality of the Service provided;
  - c. The time, during which the requested Service is provided; and
  - d. Any other conditions issued by CITC.
- 6.4 The **Service Provider** may not request the Subscriber to pay any amounts in excess of the charges applied to communication services provided to the Subscriber upon his request.
- 6.5 The **Service Provider** shall return to the Subscriber the financial deposit or the amounts remaining from the financial deposit within thirty (30) days from the date on which the Service is cancelled or the reason of the security is ceased.
- 6.6 The **Service Provider** shall provide the Subscriber, at the end of each billing period, with clear and itemized bills for the Services provided to the Subscriber, as per the applicable tariffs. The **Service Provider** shall keep accurate records of all issued bills and information of subscribers for at least six months from the date of the bill issuance, except for the bills under disputes with subscribers or the bills being complained of by the subscribers, which shall be maintained until such disputes or complaints are resolved. The **Service Provider** shall provide the bills to CITC upon the latter's request.
- 6.7 All Subscriber's information is confidential, except for his name and phone number in the event that he agrees to their publication, as set out in Clause (6.8) of this Article. The **Service Provider** shall keep all such information in confidence and shall not disclose any of it to any other party in any circumstance unless upon a request from CITC or with a written approval from the Subscriber or the Subscriber's duly authorized representative.
- 6.8 Upon submitting the Service Application, the Subscriber may agree to the publication of his name, address and telephone numbers in the Directory and otherwise, or to require the **Service Provider** to keep them confidential and unpublished.

- 6.9 In printing the Directory, the **Service Provider** shall allow the Subscriber to get a hard copy of the of up to date version of the last telephone directory of the region to which the Subscriber belongs. In addition, the **Service Provider** shall give the User the right to access to all names of subscribers through the Directory Enquiry Service or through the **Service Provider's** official website.
- 6.10 The **Service Provider** shall keep confidential the telephone calls and information sent or received via its Public Switched Telephone Networks, and it shall not allow any person (including its employees, affiliates or otherwise) to have access to, hear, view or record any of them.
- 6.11 The **Service Provider** shall take the proper actions to ensure that the non-current charges shall not exceed the amount of the Subscriber's credit limit.

### **Article Seven: Billing**

- 7.1 The Service Provider shall maintain, on its website, an up-to-date copy of the tariffs chart applied to its services, as well as a printed copy thereof at its subscriber's service offices.
- 7.2 The Subscriber or his representative, may, upon request, have access to the billing records related to the Service(s) provided to him, as set out in Clause 6.6 of this document. The Subscriber may also require the correction of the information and data included in the records **maintained by the Service Provider**, if they are proven incorrect.
- 7.3 The **Service Provider** shall periodically provide the Subscriber with clear, correct and itemized bills, showing the payable charges, date of payment and date of bill issue. The bill shall include the following information:
- a. Total non-recurrent charges;
  - b. Recurrent charges for each service separately;
  - c. Details of executed calls;
  - d. A list of the charges payable to any other service provider, when such services are included in the Subscriber's bills;
  - e. Price discounts granted to the Subscriber in the event that two services or more are sold to the Subscriber in one package, or any other discounts; and
  - f. Any other fees or charges payable for provision of the Service.

- 7.4 The Subscriber shall be responsible for the payment of all charges and fees for the Service(s) outgoing from the Subscriber's telephone system and / or terminals, regardless of the way in which such Service(s) are made or who makes them from the Subscriber's telephone system and/or terminals. The Subscriber may appeal against the charges of the service or services, which he believes that they have not been made from his telephone system or terminals. In such a case, he shall not be required to pay the charges under objection until they are resolved. The Subscriber, then, shall pay the other amounts as set out in the bill that he does not appeal against, within the payment period as indicated in the Bill.
- 7.5 The **Service Provider** shall determine the Subscriber's credit limit, taking into account the Subscriber's credit history and the events provided for in Clause 5.1 hereof. In addition, the **Service Provider** shall reduce the credit limit upon the Subscriber's request, and the **Service Provider** may reject the Subscriber's request to increase the credit limit, as set out in this Clause.
- 7.6 The total amount of the Bill shall not exceed the amount of the credit limit (taking into consideration the event set out in clause 7.9 – b), except for the charges of the last communication operation made before reaching the credit limit.
- 7.7 In exceptional cases (e.g. where the Subscriber incurs a great amount as a result of international calls, whereby he reaches his credit limit before the regular date of the issuance of the bills), the **Service Provider** may request the Subscriber to pay instantly, after providing him with a partial bill of the payable charges. In addition, the **Service Provider** shall have the right to suspend the Service(s) and to disconnect the outgoing Service(s), confining the Services provided to the Subscriber only to the incoming services, making emergency calls and making calls to the **Service Provider** contact numbers, until the date of the issuance of the Bill and the payment thereof.
- 7.8 The Subscriber shall verify and validate every bill he receives for the Service(s) provided to him. In the event that the Subscriber discovers any error or mistake in the Bill, he shall have the right to object to it, by notifying the **Service Provider**, through an official complaint, of his objection, within a period not exceeding the date of the issuance of the next Bill, via any of the means of contact designated by the **Service Provider**. (However, the written complaint shall be sent in writing by facsimile, electronic mail, the **Service Provider**'s website, or by a voice message through the telephone operator to the Customer Care agent). Immediately upon receiving the complaint, the **Service Provider** shall give the Subscriber a number for its complaint (the complaint number), so that the

Subscriber can follow up his complaint using such number. The **Service Provider** shall respond to the Subscriber's complaint, in writing or electronically, within fifteen (15) days from the complaint submission date. The Service Provider's response shall be either to accept the complaint, thus taking the proper rectification actions or not to accept the complaint, showing the reasons for the non acceptance thereof. In the event that the **Service Provider** does not respond to the Subscriber's complaint, or if the Subscriber fails to reach a resolution with the **Service Provider** or if the Subscriber is not satisfied with the findings reached by the Service Provider, the Subscriber shall be entitled to file a grievance to the CITC, pursuant to Article Thirteen of this document. The said grievance shall not:

- a. prevent the Subscriber from paying the amounts other than those under appeal, which are included in the Bill in question; and such amounts shall be paid by the Subscriber within the payment period as set out in the Bill, or
- b. prevent the **Service Provider** from imposing fees, approved by CITC, to be paid by the Subscriber if his objection is rendered invalid.

7.9 The Subscriber shall be responsible for paying any previous unbilled charges, in whole or in part, in the following events only:

- a. If the amount is correctly billed for recurrent or non-recurrent charges; provided however that such charges shall be billed and the Subscriber shall be requested to pay them within a period of one hundred fifty (150) days from the date on which the amount becomes due;
- b. If the amount is correctly billed for charges of calls during international roaming, if they are billed within a period of one hundred fifty (150) days from the date on which the call is made; or
- c. If it is proven that the Subscriber is unable to pay the due amounts in full, the **Service Provider** may request the Subscriber to pay them in installments, provided that the payment mechanism shall be appropriate and applicable.

7.10 The **Service Provider** may transfer any due amounts, which are unpaid by the Subscriber (resulting in the cancellation of the Service), to any of the Subscriber's other accounts with the **Service Provider**, provided that the **Service Provider** shall notify the Subscriber thereof.

- 7.11 The **Service Provider** shall refund to the Subscriber any excess amounts paid by the Subscriber, within a period not to exceed thirty (30) days from the date on which they are discovered, or to credit such excess amounts to any other Subscriber's account with the **Service Provider**, if the Subscriber so desires.

#### **Article Eight: Service Transfer and Number Portability**

- 8.1 The Subscriber may transfer the Service (permanently or temporarily) to another person, provided that the other person shall meet the Service provision requirements as set out in Article Three herein; provided, however, that the transferor and the transferee shall not be owing any due amounts to the **Service Provider**, except for such amounts are under dispute because of an objection on the part of the Subscriber.
- 8.2 The Subscriber may request to transfer his number from one service provider to another; and the **Service Provider** shall fulfill the Subscriber's request pursuant to the regulatory frameworks and procedures issued by CITC in relation to number portability.

#### **Article Nine: Service Suspension and Termination by Subscriber**

- 9.1 The **Subscriber** may request to suspend the Service for a period not exceeding twelve (12) months, provided that the **Subscriber** shall pay all recurrent charges for such a period. In such a case, the **Subscriber** shall pay all charges due to the **Service Provider** for such Service until the date on which such suspension terminates.
- 9.2 In the event that the **Subscriber** demands to terminate the Service before the installation and operation thereof by the **Service Provider**, the **Subscriber** shall pay the **Service Provider** the costs arising thereof, and the **Subscriber** shall be relieved from any costs, if the **Service Provider** fails to connect and operate the Service in the time determined between the **Service Provider** and the Subscriber.
- 9.3 The **Subscriber** may request the Service termination, provided that any minimum contractual term shall expire, taking into account the minimum term of the Service Contracts as set out in Article Four herein, and that the **Subscriber** shall pay all charges due for the Services until the date of termination thereof, and the **Service Provider** shall fulfill the Subscriber's request.
- 9.4 The **Subscriber** may terminate the Service before the expiry of the minimum Contract Term in the following events:

- a. If the **Subscriber** dies. In such a case, the successors shall have the option either to continue the Service and transfer it to the name of any one of them, who shall have all the original Subscriber's rights and responsibilities, or to cancel the Service. The **Service Provider** may terminate the service thirty (30) days after being notified of the **Subscriber's** death, if the deceased subscriber's successors do not decide their position on the Service, and the **Service Provider** may suspend the service as of the date of being advised of the Subscriber's death.
- b. If the Subscriber's Service is transferred to another subscriber without interruption, pursuant to an assignment duly made between them with the approval of the **Service Provider**. In such a case, the termination be effective against the original subscriber as of the date on which he assigns the service to the other **subscriber**.
- c. If the **Subscriber** transfers from the **Service Provider** to another service provider. In such a case, the date of service termination shall be date on which the transfer out is completed, without prejudice to the provisions of any contract signed with the **Subscriber**.

#### **Article Ten: Service Suspension and Termination by the Service Provider**

10.1 The **Service Provider** may suspend or terminate the Service for any of the following reasons:

- a. If the **Subscriber** does not submit the financial guarantee as required by the **Service Provider** in the events provided for herein;
- b. If the **Subscriber** fails to comply with the deferred "installment" payment agreement entered into pursuant to the **Service Provider** plan for the deferred payment in this regard;
- c. If the **Subscriber** violates any of the terms or conditions set out herein or in the Service Contract;
- d. If the **Subscriber** fails to pay the **Service Provider** the due amounts as set out in any of the articles hereof, unless such amounts are under dispute;
- e. If the **Subscriber** fails to update his information when and as required to do so, or if it is proven that the Subscriber has submitted incorrect or false information to the Service Provider;

- f. If the **Subscriber** dies, without prejudice to Clause (4-a) of Article Nine hereof;
  - g. If the non-current charges exceeds the credit limit amount of the Subscriber as a result of the international roaming; or
  - h. If the Service suspension or cancellation request is submitted by CITC.
- 10.2 The **Service Provider** shall not disconnect or change the Service provided to the **Subscriber** in the period during which any complaint presented on such Service to the **Service Provider** or CITC, is still under investigation. The Service shall continue until the complaint is investigated and the proper decision in relation thereto is issued by CITC.
- 10.3 The Service shall not be cancelled because of the non-payment of the Bill before a period of forty five (45) days has elapsed from the date of the issuance of the Bill. If the Service is cancelled after such a period has elapsed, the following shall apply:
- a. The **Subscriber** shall pay all the amounts due to the **Service Provider** for that Service on the dates specified in the Bill.
  - b. The **Subscriber** shall immediately return to the **Service Provider** the communication terminals, systems and equipment provided to the Subscriber as set out herein, taking into account the damage resulting from the normal wear and tear.
  - c. The **Service Provider** shall have the right to claim the value of the terminals, systems and equipment if the **Subscriber** does not return them to the **Service Provider**, or to claim the value of the repair thereof, if such terminals, systems and equipment are returned damaged or not operational for reasons attributable to the Subscriber.
- 10.4 The **Service Provider** shall reconnect any suspended Service, immediately upon the removal for the reasons of such suspension, and no later than the following working day, unless the **Service Provider** is prevented from doing so by an event of force majeure. However, if the Service is cancelled upon the Subscriber's request, the Service may be reconnected only upon a request from the Subscriber. In such a case, the Subscriber's application shall be treated as a new application, and the Service shall be returned to the Subscriber subject to the technical capabilities available to the **Service**

- Provider.** The **Service Provider** shall not be obliged, in that case, to return the same previous number.
- 10.5 In the event that the **Service Provider** suspends a subscriber's service under this Article, then the **Service Provider** shall:
- (a) Ensure that such a suspension shall not occur before the payment period approved by CITC and which is specified on the Subscriber's Bill has elapsed, unless the Subscriber exceeds his credit limit
  - (b) Make sure in all cases that the Subscriber is able to receive the incoming calls and to contact the emergency numbers, including, without limitation, the numbers of the Red Crescent, Public Security, Civil Defense and the Service Provider, for at least ten (10) days from the date on which the Service suspension commences.
- 10.6 If the Service is suspended as per the provisions herein, the **Subscriber** shall continue payment of the fees for such Service for the period during which the service is suspended.
- 10.7 Service suspension or termination shall not relieve the **Subscriber** from his responsibility for the payment of any amounts due to the **Service Provider**.
- 10.8 The **Service Provider** shall reconnect the Service immediately if it is shown that the Service was disconnected mistakenly or that the actions taken to suspend or terminate the Service were not valid. The **Service Provider** shall return the Service no later than one working day after the suspension or cancellation thereof, unless it is prevented by an event of force majeure. In such a case, the **Service Provider** may not collect fees for reconnecting the Service, and the **Subscriber** shall be relieved from the recurrent charges for that period.
- 10.9 The **Subscriber** shall not have the right to claim the Service installation fees from the **Service Provider**, if the Service is terminated for non-payment or upon the Subscriber's own request, except for disputed non-recurrent charges.

#### **Article Eleven: Limitations of Responsibility of Service Provider**

- 11.1 Subscribers are deemed only users and not owners of the telephone numbers assigned to them. If the **Service Provider** needs to change the Subscribers' numbers, it shall notify them one hundred and eighty (180) days before the date on which such change will be effective, showing the reasons for the said change and the date on which it will be effective. The service of call forwarding to automatic answering by the **Service Provider**



shall be provided free of charge to such numbers. This shall continue until the occurrence of any of the following:

- a. the elapse of three months after the date on which the change starts;  
or
- b. the Service is terminated by the **Subscriber**.

11.2 If negligence or failure on the part of the Service Provider is not proven, its responsibility to the Subscriber in the events of Service failure or disconnection, or transmission or communication delay, defects or failures, shall be limited to refunding the fees to the Subscriber.

### **Article Twelve: Subscribers' Complaints/Disputes**

12.1 If there is any objection on the part of the **Subscriber** to the amounts claimed by the Service Provider, or if the **Subscriber** is not satisfied with any of the Services provided by the **Service Provider**, the Subscriber shall submit his complaint first to the Service Provider, in compliance with CIRC Statutes. If there is any dispute / complaint, which the **Service Provider** fails to resolve, the **Subscriber** may refer such dispute / complaint to the CIRC for resolution. This may be applied to any matter related to the Service, including the following:

- a. The **Subscriber's** access to the Service(s);
- b. The quality of the Service(s) provided by the **Service Provider** to the Subscriber;
- c. The financial obligations imposed by the **Service Provider** upon the Subscriber, including any bills unpaid by the Subscriber in connection with which the dispute arises;
- d. Service disconnection, suspension or non-reconnection by the **Service Provider**;
- e. The interpretation of the Service Contract by the two parties;
- f. The interpretation of any provision set out in the **Service Provider** Service Tariffs approved by the CIRC or the validity of the application thereof; and
- g. How to treat the Subscriber's confidential information provided to the **Service Provider**.

### **Article Thirteen: Dispute/Complaints Resolution by CITC**

- 13.1 A complaint may be lodged with the CITC only after the Service Provider and the Subscriber negotiate, in good faith, to settle the complaint for at least fifteen (15) days from the date on which the Service Provider receives the Subscriber's complaint in writing or electronically (via electronic mail or the Service Provider's website), and they fail to reach a resolution satisfactory to the complainer during the specified period. In his complaint to the CITC, the Subscriber must set out his grievance, including all matters under dispute with the Service Provider. The complaint shall be made in writing and shall include all relevant facts. The Subscriber shall not be required to provide a copy of the complaint to the Service Provider. The CITC may take, at its own discretion, any temporary action it deems appropriate in this regard, regardless of the procedures and periods referred to above.
- 13.2 CITC shall treat the complaint according to the procedures in CITC Statutes and regulations, which can be reviewed at the CITC website ([www.citc.gov.sa](http://www.citc.gov.sa)) or obtained in a hard copy format from the CITC or the **Service Provider**.