

Terms of Service for
Fixed Telecommunication Service Providers

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Contents

Article One: Definitions.....	3
Article Two: General Provisions	5
Article Three: Service Application Procedures	6
Article Four: Service Contracts	7
Article Five: Subscriber's Obligations	7
Article Six: Service Provider's Obligations	10
Article Seven: Access to Subscriber's Location	11
Article Eight: Billing.....	12
Article Nine: Service Transfer, Assignment and Number Portability	15
Article Ten: Service Suspension and Termination by Subscriber	15
Article Eleven: Service Suspension and Termination by the Service Provider.....	16
Article Twelve: Service Provider Responsibility Limitations	18
Article Thirteen: Subscribers' Complaints/Disputes.....	19
Article Fourteen: Dispute/Complaints Resolution by CITC.....	20

Article One: Definitions

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

- 1.1 **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**, means the 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 **Premises**, means the property where the a service shall be provided, including the building/buildings or any part/parts thereof, which are legally occupied by the Subscriber.
- 1.9 **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.
- 1.10 **Installation Charges**, means the charges payable for installation of the Service, appearing in the Service Contract or the first Subscriber's bill.

- 1.11 **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).
- 1.12 **Non-recurrent Charges**, means the Service(s) charges, appearing on the Subscriber's Bill for his usage of the Service(s).
- 1.13 **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.
- 1.14 **Service Transfer**, means the spatial change of the Service, whether within the same area where the exchange is located or to another area, or from one city to another.
- 1.15 **Assignment**, means the transfer of Service subscription from one subscriber to another.
- 1.16 **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.
- 1.17 **Service Cancellation**, means the termination of the Service provided to the Subscriber upon the termination of his subscription contract, upon the Subscriber's request or the termination thereof by the Service Provider pursuant to the terms and conditions herein.
- 1.18 **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.
- 1.19 **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.
- 1.20 **Served Area**, means the area that is located in the urban zone of any city, town or village, which is covered by the Service Provider's network.
- 1.21 **Non-Served Area**, means the area located within the boundaries of the Kingdom of Saudi Arabia and classified as non served area.

- 1.22 **Terms of Service**, means this document, as may be amended, altered or changed from time to time, after the CITC's approval.
- 1.23 **Credit Limit**, means the maximum consumption limit of the Subscriber's call charges.
- 1.24 **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.
- 1.25 **Fixed Telecommunication Services**, means electronic communication services between fixed or limited mobility systems or stations.

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, for each service provided, 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 the 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 Thirteen and Article Fourteen 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;
 - c. If the Subscriber owes the Service Provider previous payable debts, which they are not under dispute between the two parties; or
 - d. In the event that the Subscriber utilizes the Service outside the geographic limits of Kingdom of Saudi Arabia.
- 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 The Subscriber shall not use or allow others to use any Service, or install, connect or link, or allow others to install, connect or link, any communication equipment in any way that may contravene the regulations applicable in the Kingdom, violate accepted norms of public behavior, is of a threatening nature, cause terror, nuisance, confusion, annoyance or interference, cause any kind of harm to any person or entity, or impede the provision or operation of any of the communication services provided by the Service Provider or any other licensed service providers. The Subscriber shall be solely responsible for the consequences of such acts, whether they are committed by the Subscriber or by any other person and whether the Subscriber allows such other person to use the Service or not.
- 5.4 Unless otherwise provided for herein, all terminal equipment and systems provided by the Service Provider to provide the Service to the Subscriber, shall remain a sole property of the Service Provider. Upon cancellation of the Service, the Subscriber shall return all such equipment and systems to the Service Provider, unless:
- a. The value of the said equipment and systems is paid by the Subscriber, and;
 - b. The usage of the equipment and systems is limited to the Subscriber only.
- 5.5 The Subscriber shall preserve the equipment and systems provided to him by the Service Provider. If he causes, deliberately or negligently, any damage or losses to such equipment, the Service Provider shall be entitled

- to require the Subscriber to pay the costs of repair or replacement, as the case may be, of such equipment and systems,. However, the Service Provider has the right to claim compensation equivalent to the value of the resulting damages, as per the applicable regulations.
- 5.6 The Subscriber shall be responsible for the installation and maintenance of extensions, connections and terminals required for the service inside the Subscriber's premises unless equipment and terminals are provided by the Service Provider according to (5.4) above. In such a case, the Service Provider shall be responsible for their maintenance. The Subscriber shall use and maintain such equipment and terminals properly and the Service Provider shall not be responsible for service deterioration due to defects in the Subscriber's internal extensions nor for any subsequent damages thereof.
- 5.7 Without prejudice to the rules of responsibility as determined by the laws and regulations applicable in the Kingdom, and without prejudice to Article (5.3) hereof, 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 the 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.
- 5.8 The Subscriber shall procure all licenses and permits required for the software used in the systems and equipment, including the intellectual property rights⁽¹⁾ 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.

⁽¹⁾ As set out in Author's Rights Law

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 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, 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 repair the Service faults or failures immediately upon discovering them by the Service Provider or being notify thereof by the Subscriber. However, the Subscriber shall be required to verify the internal connections and equipment in the Subscriber's premises. The Service Provider shall be responsible for its external network, facilities and equipment related to the provision of the Service to the Subscriber, and it shall also bear the costs of maintenance and repair works required for any reason whatsoever to Service Provider's network and facilities, including the maintenance and repair works resulting from the normal wear and tear of the its networks and facilities.

- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 In printing the Directory, the Service Provider shall allow the User 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.
- 6.11 The Service Provider shall keep confidential the telephone calls and information sent or received via its public 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.
- 6.12 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: Access to Subscriber's Premises

- 7.1 Where the Service Provider is to provide the terminal equipment and systems in the Subscriber's premises, the Subscriber shall allow the Service Provider's authorized personnel to have access to the buildings and locations, occupied or controlled by the Subscriber, and the Subscriber shall

allow them to remain in such locations to the required extent, for the following purposes:

- a. Repair or inspection of any communication equipment or systems or any equipment or systems related to a certain service provided to the Subscriber;
- b. Installation, removal, maintenance or replacement of any of the Service Provider-owned communication systems or equipment within the Subscriber's premises; or
- c. Any other purpose related to the installation of the communication equipment provided to the Subscriber by the Service Provider in relation to the Service provided in the Subscriber's location, or to perform the operation or maintenance works thereof.

Article Eight: Billing

- 8.1 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 service offices.
- 8.2 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 6.7 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.
- 8-3 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 the provision of the Service.
- 8.4 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.
- 8.5 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.
- 8.6 The total amount of the bill shall not exceed the amount of the credit limit, except for the charges of the last communication operation made before reaching the credit limit.
- 8.7 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.
- 8.8 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 his 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.
- 8.9 The Subscriber shall be responsible for paying any previous unbilled charges, in whole or in part, only in the event that the amounts are 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 they become due. If it is proven that the Subscriber is unable to pay the 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.
- 8.10 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.
- 8.11 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 Nine: Service Transfer, Assignment and Number Portability

- 9.1 The Subscriber may transfer the service from one location to another, and the Service Provider shall fulfill the Subscriber's request, as per the available technical capabilities.
- 9.2 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.
- 9.3 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 Ten: Service Suspension and Termination by Subscriber

- 10.1 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.
- 10.2 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 there from, 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.
- 10.3 The Subscriber may request the Service termination, provided that the 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.
- 10.4 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 is obliged to leave the premises, where the Service is established, because of its demolition or because it becomes unusable for any reason beyond the Subscriber's control. In such a case, the Service Provider shall cancel the Service as of the date on which it is notified thereof.
- 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 is completed, without prejudice to the provisions of any contract signed with the Subscriber.
- d. 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.

Article Eleven: Service Suspension and Termination by the Service Provider

11.1 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's prevents the Service Provider's technicians from entering and having access to the service location at least three times a year, in the event that the location contains terminal and equipment supplied by the Service Provider to the Subscriber as set out in these terms;
- d. If the Subscriber violates any of the terms or conditions set out herein or in the Service Contract;

- e. 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;
 - f. 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 Operator; or
 - g. If the Subscriber dies, without prejudice to Clause (4-a) of Article Ten hereof.
- 11.2 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.
- 11.3 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
- 11.4 The Service Provider shall reconnect any suspended Service, immediately upon the removal of the reasons for 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.

11.5 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 payment period approved by the CITC and which is specified on the Subscriber's Bill has elapsed, unless the Subscriber exceeds his credit limit; and
- (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 takes effect.

11.6 If the Service is suspended as per the provisions herein, the Subscriber shall continue the payment of the fees of such Service for the period during which the service is suspended. In the event that the Service is returned to the condition before suspension, the Subscriber shall pay the reconnection fees approved by the CITC in the Service Provider's Service Tariffs.

11.7 Service suspension or termination shall not relieve the Subscriber from his responsibility for the payment of any amounts due to the Service Provider.

11.8 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.

11.9 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 the disputed non-recurrent charges.

Article Twelve: Limitations of Responsibility of Service Provider

12.1 Subscribers shall be deemed only users and they shall not be deemed 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.

12.2 If negligence or failure is not proven on the part of the Service Provider, 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 Thirteen: Subscribers' Complaints/Disputes

13.1 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 CITC Statutes. If there is any dispute / complaint, which the Service Provider fails to resolve, the Subscriber may refer such dispute / complaint to the CITC 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 CITC or the validity of the application thereof; and

- g. How to treat the Subscriber's confidential information provided to the Service Provider

Article Fourteen: Dispute/Complaints Resolution by CITC

- 14.1 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 fails 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.
- 14.2 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) or obtained in a hard copy format from the CITC or the Service Provider.