

Terms & Conditions

Article 1: Introduction

This Contract is prepared in accordance with the regulations, bylaws and decisions issued by the Communication and Information Technology Commission, in case of conflict between the hereunder terms and conditions and the terms and conditions outlined in any of the regulations, bylaws or decisions issued by the CITC, then the terms and conditions of the CITC shall prevail. This introduction shall constitute an integral part of this Contract and shall be read and interpreted with it.

Article 2: Definitions

1. "Company" refers to the Mobile Telecommunications Company – Saudi Arabia (Zain KSA), a Saudi public joint stock company registered under the laws of the Kingdom of Saudi Arabia under commercial registration number (1010246192) and licensed to provide mobile telecommunications services.
2. "Customer" refers to the legal, natural or authorized person who requests the subscription in any of the services provided by the Company, and signs the Contract after understanding and agreeing to all terms & conditions herein.
3. "CITC" refers to the Communications and Information Technology Commission.
4. "Contract" refers to the terms & conditions outlined hereunder, the Service request form, and any other annexes attached to the Contract herein which are considered an integral part of this Contract and governs the relation between the Company and the Customer upon activation of the service, and subject to the regulations, bylaws and decisions issued by the by CITC.
5. "Commitment Period" refers to the minimum subscription period during which the Customer shall remain subscribed to the Permitted Package and may not terminate the Service unless the fees for the remaining of the Commitment Period is paid.
6. "Service/s" refers to any of the products and/or services requested by the Customer and provided by the Company as stipulated in the Service request form.
7. "Taxes" refers to the value added tax which shall be added to the Customer bill in accordance with the prevailing laws of the KSA.
8. "Device/s" refers to the devices or any part thereof owned by the Company or any of its contractors and used to make the Service available to the Customer.
9. "Device Discount Program" refers to a device subsidy program offered by the Company that allows the Customer to purchase a Device at a discounted price with Commitment Period as defined in the Request Form for the Device Discount Program.
10. "Vanity Numbers Category" refers to any of the categories of the vanity number defined by the Company at its sole discretion which classifies as a vanity number and the associated fees.
11. "Permitted Postpaid Package" refers to the postpaid packages available for subscription with the Device Discount Program or the vanity number.

Article 3: Credit Limits and Insurance Deposit

1. The Company reserves the right to determine the credit limit of the Customer based on his monthly average consumption or as deemed appropriate by the Company. In case the Customer reaches his credit limit, the Company has the right to suspend the Service.
2. The Customer agrees to provide the Company with any information or data it requests for establishing, auditing, or administering his account. The Customer also authorizes the Company to obtain and collect any information related to him or his accounts from the Saudi Credit Bureau ("SIMAH").
3. The Customer acknowledges that the Company may disclose and/or share his information or data or account information to SIMAH in accordance with the Membership Agreement and Code of Conduct or to any other agency approved by Saudi Arabian Monetary Agency (SAMA).
4. The Customer acknowledges that the Company has the right to require the Customer to pay any amount exceeding the credit limit in the following cases: last call fees commenced before reaching the credit limit, fees for using international roaming service, and the excess fee up to 10% of the credit limit in case the Customer requested the Company to resume the Service after its suspension due to credit limit.
5. The Company has the right to require the Customer to pay an insurance deposit either upon signature of the Contract or during its validity, as may be deemed appropriate by the Company in order to protect its rights, which shall include the following cases:
 - a. There are undisputed and unpaid amounts due for payment by the Customer to the Company;
 - b. The Customer have defaulted previously in paying bills to the Company or in his credit history at SIMAH;
 - c. The Customer is a new customer at the Company with no history available;
 - d. Upon Customer's request to activate the roaming service.
6. The Company reserves the right to deduct any unpaid due amounts payable by the Customer in accordance with the Contract form the insurance deposit.

Article 4: Customer's Obligations

1. The Customer shall not use or allow the use of the Service or make any modifications to the devices, equipment and related software in violation of the laws and regulations of the Kingdom of the Saudi Arabia or in violation of the terms of this Contract or for the purposes for which it has been allocated. The Customer shall be responsible for any unlawful use of the Service and all related consequences.

2. The Customer shall pay the amount of the insurance deposit and any other due amounts on the dates specified by the Company.
3. The Customer shall, in the event that the Company provides devices for the provision of the Service, allow the Company's authorized personnel to enter into premises or sites occupied by him or under his control and to remain in such locations to the extent required for any of the agreed and permitted purposes In accordance with the regulations, bylaws and decisions of the CITC.
4. The Customer shall comply with the required licenses for the software used in the devices and equipment, including any related intellectual property rights or any other rights required to provide any services, installation or use of any equipment at his location (including communications devices and equipment) during the entire Service provision duration by the Company.
5. The Customer may not rent, resell or assign the Service without the prior written consent of the Company.
6. The Customer shall notify the Company of any changes in the information provided by him or by his authorized representatives.
7. The Customer acknowledges that if the Company installs any Device for the Customer, the Company shall continue to be the owner of such Device and shall reserve the right to reclaim the Device after the termination of the Contract.

Article 5: Fares and Fees

1. The Company shall bill the postpaid services every Gregorian calendar month and shall provide the details of the pre-paid services' invoices every Gregorian calendar month according to the Customer's request.
2. Customer undertakes, upon receipt of the first month's invoice, to pay the subscription fees for the first month, establishment or connection fees, and any additional services fees as selected by the Customer, according to the fares approved and announced by the Company. The services or goods provided under the Contract are subject to Taxes, the Company shall add Taxes to the monthly invoice, establishment or connection fees, and any additional services and other fees and prices related to the Service and goods subject of this Contract in accordance with the regulations applicable in the Kingdom of Saudi Arabia at the prevailing rate as applicable. The Customer shall indemnify and hold the Company harmless from and against any and/or all costs of whatever nature and howsoever caused arising as a result of the Customer's failure to pay to the Company the amount of Taxes in accordance with the payment terms set out thereon.
3. The Customer undertakes, upon receipt of the next months' invoices, to pay the monthly subscription fees, any additional Service fees as selected by the Customer, and any call fares as shown on his monthly invoices, according to the fares approved and announced by the Company. The Customer agrees that the Company has the right to change these fares and fees during the validity of the Contract, by providing a prior notice to the Customer on the application of such changed fares and fees in accordance with the terms and conditions stated hereto.
4. The Customer has the right to file an objection to the Company for any errors in the invoice within 60 days of the issuance date of the invoice. Any objection on the invoice errors shall not be accepted after this date.
5. The Customer undertakes to pay all undisputed amounts resulted from his use of the Company's Services as shown in its records despite the way it was used and the actual identity of the user.
6. The Company has the right to include previous due amounts in the current invoice in the following cases:
 - a. Undisputed amounts whether repeated or not and that is for (150) days from their due date.
 - b. Undisputed amounts for international roaming service's fees and that is for (150) days from the service's usage date.
 - c. If the Customer's failure to settle the due amount was proven and a mutual agreement was reached that he will pay the due amount in installments.

Article 6: Contract Period and Termination

1. This Contract shall be valid and enforceable for a minimum of a month from the date on which the Service was provided to the Customer (except for the services associated with the Commitment Period as the Contract shall remain valid until the end of the Commitment Period) and shall be automatically renewed for a similar period unless the Customer requests the termination or the modification of the Service.
2. The Customer may terminate the Service any time provided that Article 6 (3) shall apply in case of termination of a Service associated with Commitment Period in accordance with the regulations, bylaws and decisions issued by the CITC.
3. In case of termination of the Service by the Customer or the Company in accordance with this Article 6 and Article 7 prior to the end of the Commitment Period, where the Customer have agreed to a Commitment Period, the Customer shall be obliged to pay the fees for the remaining of the Commitment Period at the time of termination as stipulated in this Contract. For the avoidance of doubt, termination of the Service by the Customer shall include porting the number to another operator, transfer the number to another customer, change from postpaid to prepaid, and downgrade the original package to another package with lower subscription fees.

Article 7: Suspension or Termination of the Service

1. The Customer has the right to request the suspension of the Service for a maximum of (12) months, and shall pay the reoccurring suspension fees for this period.
2. The Customer has the right to request the termination of the Service in accordance with Article (6).
3. The Company may suspend or terminate the Service in accordance with the regulations, bylaws and decisions issued by the CITC in any of the following cases:

- The Customer's failure to provide the insurance deposit referred to in Article (3).
 - The Customer's failure to abide by the terms of payment according to the details of the Service (Monthly Fees and Commitment Period).
 - The Customer's failure to pay the invoices within their due dates; provided that twenty five (25) days have lapsed from the due date.
 - The Customer's violation of any of the terms and conditions listed herein or in the regulations, bylaws and decisions issued by the CITC.
 - The Customer's failure to pay the undisputed invoices within seventy five (75) days of their due date. In such case, the Company has the right to transfer the unsettled due amounts to any of the Customer's other accounts and shall notify the Customer of such action.
 - The Company discovers that the Customer has provided false or misleading documents or information, and the Customer has failed to provide the Company with the updated/corrected documents and information to update/correct the Contract.
 - Preventing the Company's authorized personnel from entering the premises or sites of the Service for three times a year if there are any devices in such sites owned by the Company.
 - The CITC's request for such suspension or termination of Service.
 - If the Customer uses pre-paid services: his failure to recharge his balance, make a phone call, send a text message or browse the internet and that is within ninety (90) continuous days of the expiration of his last valid balance.
4. It is agreed upon that regardless of the suspension or the termination of the Service, the Customer is responsible for paying any due amounts to the Company.
 5. If the Customer wishes to terminate or modify the Service/Contract, a request must be filed by sending an email from one of the email addresses specified in the authorization letter form issued by the Company.

Article 8: Limitation of Liability

1. The Company shall not be liable to the Customer in case of a force majeure event or any other reasons beyond its control, except for the financial reimbursements to the Customer for the remainder of the subscription period.
2. The Company shall not be liable to the Customer for any loss or damage to his SIM Card as a result of a defect in his mobile phone, delay in its functions, or stoppage in any of the requested Services.
3. The Company shall not be liable for any instability, shortage or interruption in the Service resulting from adjusting the network to improve the Service or any faults resulting from climate or geographical changes except for the financial reimbursements to the Customer for the interruption period if the deliberate interference of the Company was proven.

Article 9: Mobile Number Portability

Mobile Number Portability process shall be in accordance with the regulations, bylaws, and decisions issued by the CITC.

Article 10: Device Discount Program:

1. The Customer shall pay the discounted price of the chosen device as soon as signing the Contract. The fees and the monthly amounts of the Permitted Postpaid Package shall be billed monthly and shall be paid by the Customer on the due date specified in the Contract.
2. The Customer shall subscribe or has to be already subscribed to a Permitted Postpaid Package to be eligible to subscribe to the Device Discount Program.
3. The Company reserves the right to evaluate at its sole discretion the Customer's eligibility to subscribe to the Device Discount Program based on the Customer's credit history at the Company. The Company may at its sole discretion reject the Customer's request to purchase a device under the Device Discount Program.
4. The Customer may not benefit from the Device Discount Program more than once under the same mobile number.
5. The purchased device is subject to the warranty terms specified by the device's manufacturer. The Company shall not be liable for any error or defect in the device.

Article 11: Vanity Numbers Category Subscriptions:

1. The Company may- at its sole discretion- allow the Customer to subscribe in the Vanity Numbers Category when he subscribes to the Permitted Postpaid Package from time to time. The Customer has to choose a Permitted Postpaid Package to subscribe to a vanity number by submitting the vanity numbers' request form. The Customer may not change the Permitted Postpaid Package during the Commitment Period except to upgrade or change the package in a way that does not affect or reduce the Permitted Postpaid Package's fees.
2. If the Customer paid the vanity number's fees in advance, the following terms shall apply:
 - 2.1 The Commitment Period does not apply on the vanity number requested by this form and the Customer has the right to subscribe in a Permitted Postpaid Package to activate the vanity number.
 - 2.2 The Company will add the paid vanity number's fees as a Balance to the Customer's account (the "Balance") which will remain valid for 12 months from the activation date (The "Balance Validity").

- 2.3 The Company will deduct the fees of the vanity number's usage that may exceed the advantages given to the Customer in the Permitted Postpaid Package subscribed to by the Customer from his Balance. This deduction shall not include the subscription or usage fees of any other Services or packages requested by the Customer or any other due amounts.
- 2.4 The Company has the right to cancel the Balance or whatever is remaining from it upon the expiry of the Balance Validity, or in case the Customer does any of the following: transfers the vanity number to any other operator, transfers the number to any other customer, changes the Permitted Postpaid Package to a pre-paid package, requests the disconnection of the vanity number or fails to pay the invoices.
3. The Customer acknowledges and agrees that the Vanity Numbers Category shall be specified by the Company at its sole discretion according to its policies and the regulations and policies of CITC. The Company reserves the right to change the Customer's Vanity Numbers Category for any reason without notifying him. It is agreed that the Customer may not request any discount on the fees in case the Company changes the Customer's Vanity Numbers Category.
4. The Company reserves the right to cancel the vanity number in case the Customer requests the disconnection of the vanity number or fails to pay the invoices according to the payment terms specified in this Contract or in the Service's request form.
5. In case the Customer requests the termination of the vanity number, requests to downgrade his package or transfers the number to another operator, a penalty shall be applied according to the following:

Vanity Numbers	The Applied Penalty (per month)											
	1	2	3	4	5	6	7	8	9	10	11	12
Gold	8250	7500	6750	6000	5250	4500	3750	3000	2250	1500	750	0
Silver	3666.7	3333.4	3000.1	2666.8	2333.5	2000.2	1666.9	1333.6	1000.3	667	333.7	0
Bronze	1375	1250	1125	1000	875	750	625	500	375	250	125	0
Economy	916.7	833.4	750.1	666.8	583.5	500.2	416.9	333.6	250.3	167	83.7	0

Article 12: General Provisions

1. The Customer acknowledges that he is legally competent to conclude the Contract, and agrees to abide by all the terms and conditions contained herein.
2. The Customer shall have the right, in case of a dispute or a disagreement arising under this Contract, to submit the dispute to the CITC if an amicable resolution wasn't reached with the Company.
3. The Company shall have the right to revise the terms and conditions of this Contract in accordance with the regulations, bylaws and decisions issued by the CITC.
4. The Company commits to maintain the confidentiality of the Customer's information and the Customer acknowledges and agrees that the Company may reveal his information or the details of his usage of the Service upon the request of CITC or any component authority. Furthermore, the Customer is obligated to provide the Company with any information of any of the users of his numbers.
5. In case of any discrepancy between the Arabic and English provisions of the terms and conditions of this Contract, the Arabic text shall prevail.

Article 13: Special Terms and Conditions for Business Contracts:

1. In case the Customer wishes to transfer one of the numbers to one of its employees; the Customer shall pay the due bills up to the date of transferring the number. The Customer shall provide the Company with the names of the employees that the numbers will be transferred to. The process of transferring the numbers is subject to the regulations, bylaws and decisions issued by the CITC.
2. The Customer shall inform the Company in writing no later than seven (7) days of the change of the address mentioned in the Contract. All notices and bills shall deem to be delivered when sent to the address stipulated in the Contract.