



## TERMS AND CONDITIONS-INTERNET ACCESS SERVICE

### 1) Service obligation:

- a. VTEL Holdings Limited – Jordan (VTEL JORDAN) undertakes to provide the Customer with Internet Access (“the service”). VTEL JORDAN will use its reasonable endeavors to provide a prompt and continuing Service but shall not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of VTEL JORDAN. VTEL JORDAN specifically excludes any warranty as to the accuracy of information received through the service.
- b. Save as expressly set out herein, all conditions or warranties, which may be implied or incorporated into this contract by law or otherwise, are hereby expressly excluded to the extent permitted by law. Under no circumstances whatsoever shall VTEL JORDAN be liable for economic, indirect, special or consequential damages.
- c. The liability of VTEL JORDAN (if any) in contract, tort, negligence or otherwise arising out of or in connection with supply of service hereunder shall be limited in respect of any one event or a series of two or more connected events.

### 2) Terms & terminations:

- a. This Agreement shall become effective on the Effective Date and shall continue in effect until terminated at any time by either party by One (1) month prior written notice to the other party provided that no such termination shall occur before the lapse of one year from the effective date. If VTEL JORDAN decides to terminate the agreement, then VTEL JORDAN shall justify the reason for the termination.
- b. VTEL JORDAN may elect to suspend or terminate the service immediately and without prior notice on breach of any of the terms and conditions of this contract, including without limitation late or non-payments of the sum due.
- c. Upon termination due to default by Customer, VTEL JORDAN may retain all payments made hereunder in order to recover charges and costs owed by Customer. In the case where Customer owes more than the payments already made to VTEL JORDAN, VTEL JORDAN reserves its rights to recover all charges and costs from Customer.
- d. If the Customer terminates the Service Contract before the end of its term or any renewal thereof, the Customer shall be liable to pay to VTEL Jordan all due amounts as per the provisions of the Internet Service Contract and the Service Application Form, including the set-up fees.

### 3) Improper Use and Liabilities:

Use by the Customer. The Customer acknowledges that it may only use the service for lawful purposes. The Customer warrants that:

- a. It shall not (for authorize or permit any other party to) use the Service or the VTEL JORDAN network to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), or otherwise unlawful.
- b. It shall not knowingly or recklessly transmit any electronic material (including viruses) through the service which shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned by VTEL JORDAN or other Internet users.
- c. If any other unauthorized user knows the password it will inform VTEL JORDAN immediately.
- d. Any breach of these obligations shall entitle VTEL JORDAN immediately to terminate the service to the customer without notice.
- e. The customer hereby agrees to indemnify fully and to hold VTEL JORDAN harmless from and against any claim brought by a third party resulting from the use of the service or the VTEL JORDAN network by the customer and in respect of all losses, costs and actions, proceeding Claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by VTEL JORDAN in consequence of the customer breach or non-observance of these terms and conditions.
- f. The Customer shall defend and pay all costs, damages, award, fees (including any reasonable legal fees) and judgments awarded against VTEL JORDAN arising from the above claims and shall provide VTEL JORDAN with notice of such claims, full authority to defend compromise or settle such claims and reasonable assistance to defend such claims, at the customer's sole expense.
- g. The Customer shall be liable to pay all and any additional charges in connection with the use of the service including those levied by its telephone service provider.
- h. Use by others: The Customer acknowledges that VTEL JORDAN if unable to exercise content of information passing over the VTEL JORDAN network or via the service, and VTEL JORDAN hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.
- i. **TRC (Telecommunication Regulatory Commission): All connections & services utilized by the end user should comply and adhere with all the regulations and instructions of the TRC.**

**4) Connection to other networks:** The service may be used by the customer to link into other networks worldwide, and the customer agrees to conform to the acceptable use policies of such networks.

**5) Password:** where applicable, VTEL JORDAN reserves the right to change the Customer's password at any time at its sole discretion.

**6) Restriction on sub-leasing/Re-selling:** The customer, in entering into this contract, undertakes that it will not assign, re-sell, sub-lease or in any other way transfer the VTEL JORDAN Service or any part thereof. Contravention of this restriction in any way, whether successful or not, will result in the service being terminated by VTEL JORDAN forthwith.

**7) Profligate Use:** profligate use of the VTEL JORDAN network is prohibited. VTEL JORDAN considers that any applications which transmit live video, live audio, or make similar traffic demands across the VTEL JORDAN network by whatever means constitutes making profligate use of VTEL JORDAN network. Use of IP Multicast other than by means provided and coordinated by VTEL JORDAN, is also prohibited.

**8) Assignment:** VTEL JORDAN shall be entitled to assign this agreement either in whole or in part. This agreement shall be personal to the customer who shall not be entitled to assign this agreement in whole or in part.

**9) Data protection:** VTEL JORDAN reserves the right to put the names and other information from the registration from relating to its customers into a computerized directory for internal use only, unless specific written instructions to the contrary are received from the customer.

**10) VTEL JORDAN reserves** the right to vary these terms and conditions from time to time, such changes shall be notified to the customer by e-mail and by posting on the VTEL JORDAN web-site. Changes in this manner shall be deemed to have been accepted by the customer if the customer continues to use the service after a period of two weeks from the date of e-mail or of posting on the web-site, whichever is the latter.

**11) Neither party shall be liable** for its delay of performance or its failure to perform hereunder, except for Customer's obligation to make payments hereunder, due to causes beyond its control, including, but not limited to, acts of God; fire, flood, or other catastrophes; government, legal, or statutory restrictions on forms of commercialism; by order of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lock-outs, work stoppages, or other labor difficulties. In the event of any one or more of the foregoing occurrences, notice shall be given by the party unable to perform to the other party and the party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to force Majuro exceed a two-month period, either party may terminate this Agreement by sending a registered letter with acknowledgement of receipt to the other party without indemnity

**12) The Customer acknowledges** that it has read and accepted the terms and conditions of this contract. Use of the service by the customer shall be deemed acceptance by the customer of the terms of this contract.

**13) This contract shall be governed** by and construed in accordance with the laws of the Hashemite Kingdom of Jordan and the customer hereby submits of the exclusive jurisdiction of the courts of Hashemite Kingdom of Jordan.