

1. Scope of Terms and Conditions (the "Terms and Conditions")

1.1. These Terms and Conditions shall be deemed an integral part of the service contract and by signing the service subscription form, the subscribed company (the customer) shall be deemed to have perused and agreed to these conditions.

1.2. The provisions contained in the "Conditions to provide Mobile & IT Solutions Services and Users & Service Providers Rights & Obligations" issued by the Communications and Information Technology Commission (CITC) pursuant to its decision dated 11/3/1429 H (the "CITC Conditions") (as it may be amended from time to time) shall apply to these Terms and Conditions and any matter related to these Terms and Conditions not covered by these Terms and Conditions shall fall subject to the CITC Conditions.

1.3. The initial period of the service contract shall be one full calendar year (twelve months), and will be automatically renewed for similar period unless the committed period mentioned in the subscription form is different or if there is another commitment to a device/vanity number, by then the customer commitment is as per the last commitment period.

1.4. The minimum contract commitment period "mentioned in the subscription details" will start from the first bill issuance date.

1.5. In case the customer wishes to terminate the contract after its due date or non-renew it, the customer has to notify mobily with his request at least thirty (30) days before the expiry date.

1.6. In case there was a service proposal from mobily, all terms and conditions, penalties or any additional fees mentioned will be considered as part of these terms and conditions.

2. Billing (Postpaid)

2.1. Upon completion of line authentication by the authorized person, either by submitting fingerprint or any other approved way by CITC and/or MOI, the service billing will start immediately.

2.2. Mobily bills are arrear for the service and extra charges that depend on usage are arrear as well.

2.3. Mobily invoices will be generated monthly on the seventh (7th) of each Georgian month to the customer.

2.4. Billing for partial month is prorated based on a calendar month and on the type of package plan or subscription.

2.5. Upon completion of the contract commitment period, and if customer not intending to terminate the service (in compliance with clause 1.5 above) the customer will continue on the same package under same terms and conditions, and pay full monthly fee without discount, if discount were given upon certain agreed commitment, however, after customer approval, mobily may migrate the customer to another package.

3. Prepaid

3.1. On the day of subscription, the subscriber shall pay mobily the price of the service subscription fees pursuant to the tariff as published by mobily or agreed with the customer.

3.2. The deduction from the subscriber account will be made for the service charges and prices, after each call according to the tariff.

3.3. The subscriber shall pay all required fees and taxes to government parties in the Kingdom on the rendered service, which is collected by mobily on behalf of these parties.

3.4. If there is no balance in the subscriber's account, the subscriber will not be able to access any service except for the calls to recharge his/her account and emergency calls, although the subscriber will be able to receive calls until the expiration of the receiving period.

3.5. The customer shall recharge his account before the date of expiration, and will be solely responsible for any uses violating the effective legislations and laws.

3.6. Following the expiration of the validity period, the service shall be partially suspended however; the subscriber shall be able to receive calls and will not be able to make any calls, /Internet access except for those necessary to recharge the account, contact mobily business customer service center and making emergency calls. This period is called the "Receiving Period".

3.7. During the receiving period, the subscriber can at any time, recharge the account to activate the full service.

3.8. Following the end of the Receiving Period, the subscriber will not be able to utilize the remaining credit available in his/her account. Such credit shall stand as terminated and mobily will not compensate the subscriber for such credit.

4. Services Tariff & Payments

4.1. By signing the service subscription form, the customer is admitting the knowledge of all the benefits, freebees, monthly charges, payment types, and payment options for the agreed package. This considered a knowledge due diligent

4.2. The service charges are all in Saudi Riyals (SAR).

4.3. Information about retail plans (Mobily Business Voice & Data Packages), hardware devices, handsets, options, features and applications (i.e., those generally available to business customers) and their terms and conditions may be obtained on Mobily online webpage portal or from Mobily business sales representatives.

4.4. Customer can activate any (a) retail plans (Mobily Business standard Voice & Data Packages), options, features and applications, subject to these terms and conditions which is part of the request form/contract upon activation; or (b) custom plans, packages, options, features and applications, if any, described in the attachments or provided in the mobily proposal and agreed with the customer to be part of the request form/contract.

4.5. After the expiry of the initial commitment period mentioned above or in the subscription form, mobily shall have the right to change the service fees, benefits, features and monthly charges by giving at least Sixty (60) days prior notice by fax or e-mail to the authorized person appointed by the customer.

4.6. Special deal discount may be provided to customer conditionally if customer maintains a minimum corporate subscriber lines on eligible plans for a specified period of time.

4.7. If the customer does not achieve the agreed commitment within the mentioned period in the subscription form or agreed in the proposal after the effective date, mobily will be charge back the customer full MRC without any discount.

4.8. Mobily will invoice the customer for (if applicable):

A. Monthly fee

B. Usage

C. Value Added service one time and monthly fee

D. Set up fee

E. Roaming charges (That can be charged after 150 Days)

F. Device Monthly Installment

4.9. Customer is required to pay additional fees as per each service/product commitment penalty table, or the penalty details mentioned in the proposal if available, which is part of this contract, in the event of, either for customer's convenience request or due to customer's default, or customer wishes to change the package, disconnect, activates voluntary suspension service, transfer ownership or port out to another operator before the agreed minimum contract commitment period ends. The fee structure corresponding to the chosen bundle/ device/service is highlighted in the commitment penalty tables where these prices are exclusive of the value added taxes (VAT) applicable to these fees.

4.10. In case there was a special deal discount on the device price or the package monthly fees, and customer, either for his convenience request or due to default, wishes to change the package, disconnect, activates voluntary suspension service, transfer ownership or port out to another operator before the agreed minimum commitment period ends or the minimum agreed number of lines achieved, the discount amount shall be add to the commitment penalty.

4.11. The monthly invoice will be sent via email (in PDF format) to the provided email address in the registration & open new account form/request, this email address is considered as official address to the company, and in case hard copy is required, it shall be requested via account management or mobily business customer service center officially, on a monthly basis, as soon as practicable each month (and in any event within 15 days of the end of the month), for the forthcoming calendar month during which the services are to be provided.

4.12. The Customer must pay all charges that are subject of an invoice from mobily in full within 30 days of the invoice date, except where a valid billing dispute is raised by the customer in accordance with clause (7) by wire transfer for the amount specified in the invoice in SAR (Saudi Riyals) to the bank account of mobily or by any other approved payment method.

4.13. Customer is responsible for all charges attributable and usage charges even if incurred as the result of fraudulent or unauthorized use of service.

5. Dispute amounts

5.1. The Customer must pay all undisputed invoices without set-off or counterclaim, free and clear of any withholding or deduction, using any agreed payment method.

5.2. An invoice from mobily shall be deemed accepted by the customer, if the customer does not provide a complaint/objection to mobily within (60) days from the issuance date of the invoice.

5.3. Mobily may set-off any amount payable by customer against any amount which, for any reason, is payable by mobily to customer.

5.4. If customer reasonably disputes any portion of a mobily invoice, customer must pay the undisputed portion of the invoice and submit a complaint/claim with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected service(s) for the disputed amount, where the disputed services will not be affected during the complaint period.

5.5. Customer waives the right to dispute any charges not disputed within 60 Days period of the invoice date.

5.6. In the event that the dispute is resolved against customer, customer shall pay such amounts within due date.

6. Failure to Pay

6.1. Mobily may, upon prior notice to the customer, suspend or terminate services on the affected lines and/or reject any new service activation requests, due to customer's failure to either, make payment or dispute against the due charges in accordance with the foregoing provisions, regardless of any deposit provided by customer for the same lines/services.

6.2. Mobily have the right to report the customer to SIMAH or any other monetary agency or legal authority, in case of default continues or failure to pay due charges in full.

6.3. In case the disconnection happened due to default as mentioned above, before the end of the commitment period (if any) all penalty and charges applicable as mentioned before in (4.11) and (4.12) will be due immediately.

7. Account Implementation:

7.1. In order for mobily to implement the benefits of this Agreement (including the creation of any custom plans, options, features or applications), customer must provide certain information and documents first time, such as Company name, CR No., contact numbers, ID and account information of any lines customer wants to enroll under this agreement. Following receipt of all necessary information Mobily will complete customer's account implementation within 10 days after verifying all provided information & supporting documents.

7.2. Corporate Subscriber(s) (CUC): is an employee of customer utilizing the services under this term & conditions whose account is set up in customer's company name and for which customer bears full responsibility of user usage and liabilities.

8. Devices Warranty

8.1. The devices are subjected to warranty provisions that are offered by the device manufacturer or reseller to Mobily. In some cases, at mobily's sole discretion, the device will be subject to mobily's after sales service policy.

8.2. The warranty will not cover the damage caused by incorrect installation, use, modification, or repair by any unauthorized 3rd party or by the customer himself/herself. The warranty will also not cover any damage caused by external events (such as accident, problems with electric power, defects caused by use of parts and components that are not supplied by Mobily or its Partners, etc.,)

9. Operating and numbering system and SIM card

9.1. SIM Cards, Software Updates, and Service Programming Code: If Equipment requires a mobily provided SIM (Subscriber Identity Module) card, any intellectual property or software in the SIM is the property of mobily. Mobily may change or update the software or other data in the SIM card or the software in the Equipment over the air and utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. Mobily branded equipment purchased from mobily cannot be reprogrammed for use with another wireless carrier network. Mobily in no way guarantees that such equipment will be capable of being reprogrammed for use with another wireless carrier network, or that another wireless carrier will accept equipment for use on its network.

10. Data Update

10.1. The Customer shall immediately notify Mobily in writing of any change in his information & data, in the basis which the service request form was concluded including without limitation to, change in premises activity, official CR No. or the authorized persons' details.

10.2. In the event of failure observe the notice requirements, the subscriber will not be able to plead such change against Mobily, and Mobily may terminate the service contract and recover all due amounts and service charges including any applicable penalties on commitment.

11. Line Authentication

11.1. Upon any wireless service activation, the authorized person (AP) must authenticate the line by submitting his fingerprint or any other approved method by CITC & Ministry of Interior once he send a new order to Mobily. Moreover, the end user full information of the service must be provided to Mobily, end user information must be authenticated by a fingerprint or any other approved method by CITC & Ministry of Interior against the assigned number/service in order to be activated and can start using the service.

12. Disconnection & Termination

12.1. Either party may terminate the agreement, any services and/or order, in whole or in part upon notice to the other party, if:

(i) Other party is deemed unable to pay his debts under relevant insolvency legislation, convenes a meeting with its creditors generally with a view to the general readjustment or rescheduling of its indebtedness, makes a general assignment for the benefit of its creditors, takes any action for voluntary winding up, enters into a scheme of arrangement with its creditors, has an administrator, receiver, trustee or similar officer appointed over all or any part of its business, or if a petition is presented for the compulsory winding-up or dissolution of the party, or if a petition or receiving order in bankruptcy is presented in respect of the party;

(ii) Customer failed to pay his debts or any due undisputed payments within thirty (30) days, and such failure continues for 75 days after giving notice from mobily.

(iii) Other party commits a material breach of this agreement (other than payment terms) and such breach continues for a period of thirty days after written notice.

(iv) If the request for termination comes from CITC or relevant security agencies and judicial authorities.

12.2. Mobily shall not be liable or responsible to customer for any violation or breach resulting out or in connection with such termination for above-mentioned reasons. Moreover, mobily will not be undertakes to pay any losses, expenses or compensations claims raised by the customer regarding this termination.

12.3. If the customer terminates the service for his convenience or due (and not due to Mobily' breach), after the service activation date then all charges of the service(s) including the charges for the remainder term on the service request form shall become immediately due and payable by the customer and customer shall also pay to mobily any other charges due up to the date of termination including all fees, penalties, costs and expenses incurred and committed to as payable by mobily related to the terminated service.

12.4. In case of any device subsidy, Vanity Number and/or any agreed minimum commitment period, the customer is required to pay additional fees as per each service/device commitment penalty table, that is part of this contract in the event that, customer wishes to change the package, disconnect, activates voluntary suspension service, transfer ownership, port out to another operator or the customer wishes to downgrade the agreed subscribed package before the minimum contract period ends also if the service was terminated due to customer failure to pay his outstanding amounts. The required fees corresponding to the chosen service is highlighted in the commitment penalty tables where these prices are exclusive of the value added taxes applicable to these fees.

12.5. Upon termination or expiration of any agreement, all outstanding amounts shall immediately become due and payable. All property belonging to each party will be removed from the other party's premises, if applicable, to which and for which purpose each party shall give the other reasonable access.

12.6. Mobily has the right to reject any early termination or suspension request, and in case the customer is insisting on the early termination, a fee will be charged to the customer in case there was a commitment as per the penalty tables, and for each full month of the line term completed since activation or since the most recent line term extension (if any), or in case there was a minimum commitment for number of lines, applies to each voice or data line terminated or ported out to another service provider prior to the expiration of the line committed term.

12.7. Customer may terminate any of the corporate lines within 30 days of activation without an ETF, condition that it is within that 30-day period. Customer shall be responsible for all service-related charges & penalties resulted for the termination.

13. Responsibility

13.1. Mobily shall exert best endeavors to ensure the good quality of the service and its compliance with CITC and the best international standards. However, the customer shall be deemed to have accepted the service "as is", and mobily shall not be responsible to the customer for any temporal service interruption degradation for any reason whatsoever. However, mobily shall makes its best effort to restore the service to its normal condition as soon as possible.

14. Governing Law

14.1. This Agreement shall be governed and construed in accordance with the laws of KSA, including in particular all requirements of the law as well as orders, circulars, rules, resolutions and other applicable regulations issued by the Communication and Information Technology Commission "CITC", without regard to its choice of law rules. All disputes arising out of or in connection with the agreement or any customer order shall be finally decided by the courts of KSA.

14.2. Customer shall indemnify and hold harmless mobily against all actions, proceedings and claims brought or threatened against mobily by any third party (including, but not limited to, customer entities) and against all loss, damage and expense (including legal expenses) relating or in any way arising out of or in connection with the abuse or unauthorized use of the services.

15. Taxes

15.1. Service charges set forth are exclusive of value added taxes (the "VAT") applicable to the service. Customer shall be solely responsible for paying any VAT applicable to the Service; which VAT shall be billed to and charged from the customer separately in accordance with all applicable regulation in force at the time services are supplied.

16. Credit Limit

16.1. Mobily have the right to define the credit limit per package.

16.2. The credit will vary from package to another and depending on the monthly fee.

16.3. The customer can ask to increase or decrease the credit limit, however, it is mobily right either to accept or reject the request, in case requested to increase the credit limit, depend on the customer historical usage, invoices, payment history and SIMAH check.

16.4. The agreed credit limit in the contract will be applicable only on the service usage & doesn't apply on the MRC or add-ons services fees

