

# GENERAL TERMS AND CONDITIONS

By signing this **Agreement** document, the Customer has agreed to be bound by the terms and conditions set forth below. Salam Mobile may at any time modify this Agreement, and such modifications shall be effective immediately upon posting of the modified Agreement. Customer agrees to review the Agreement periodically and his continued access or use of the Service shall be deemed as Customer's conclusive acceptance of the modified Agreement.

## General Regulations

1. These Terms and Conditions shall be deemed as an integral part of the service contract and by signing the service subscription form, Customer shall be deemed to have perused and agreed to these conditions.
2. This contract shall be subject to provisions contained in the "Conditions to provide Mobile & IT Solutions Services and Users & Service Providers Rights & Obligations" issued by the Communications, Space and (CST) according to its decision dated 11/3/1429 H (the "CST 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 CST Conditions.
3. The terms and conditions agreement will be cited in both Arabic and English language. In case, there arises any conflict between Arabic and English text against the terms and conditions, the Arabic text shall prevail.
4. Customer is required to submit a copy of its commercial registration, license, entity ID, VAT certificate and National Address. If Customer is a government authority that is not subject to Ministry of Commerce rules, an official approved authorization is required. Salam Mobile will verify the information provided in these documents and may request additional documents.
5. Salam Mobile is entitled to amend the terms and conditions of this agreement, in accordance with the rules, regulations, and resolutions issued by CST or any relevant authorities.
6. Customer shall appoint an Authorized representative (minimum one and maximum three), who will be the point of contact from Customer side for service delivery, service activation, service modification, service-related inquiries, service failure, and SMS messaging. Any service transaction that involves financial liability to Customer will require approval and authorization through Customer's appointed Authorized Representative.
7. Customer's commercial registration number must be defined on government's WATHQ system and its CR expiry date validity must be greater than 30 days.
8. The Authorized representative appointed by Customer should be defined on government's WATHQ system and he/she should be configured on Semati services with privilege of allowing Issuance of Postpaid SIMs.
9. The service contract will have initial duration of one full calendar year/ twelve (12) months unless otherwise mentioned in this Contract, and will be automatically renewed for a similar period unless otherwise requested from Customer. The contract commitment period will commence from the first bill issuance date.
10. Customer hereby gives acceptance of having full understanding and knowledge of mobile packages selected for this agreement. This includes, but not limited to, subscription fees, package benefits, tariff charges, payment types, and payment options available.
11. Customer will be charged monthly subscription fees against subscribed mobile packages. Customer shall be entitled to package benefits in form of free minutes, messages or data (whichever applicable). Any usage which is excluded from package benefits or any usage that is made after exceeding the package benefit will be charged as per tariff charges.
12. The tariff charges include per unit rates for calls, messages and data. The tariff charges vary across local, international and roaming services. The tariff charges for local and international services will remain unchanged during the term of the contract; unless otherwise any change is requested by regulatory body (CST). The tariff charges for roaming services are determined by wholesale agreement between Salam Mobile and other international operators, and can be revised any time without prior notification.

13. Salam Mobile may charge additionally fees for service modification such as voluntary suspension, account freeze, SIM Swap services, any change in subscription plans etc.
14. Customer may be provided conditional discounts on additional terms that shall be applicable during the active Customer contract. Renewal of conditional discounts will require adherence to renewal of contract conditions including discount terms.
15. Customer that wishes to terminate the contract after its due date or non-renew it has to notify Salam Mobile at least thirty (30) days before the expiry date.
16. All Postpaid packages are subject to monthly credit control limit. Any modification to credit limit would require authorization and approval from Customer's appointed Authorized representative.
17. All charges will have taxes applied on them as per Saudi Arabia Law.
18. Upon the expiration of the Contract Period and in the absence of automatic renewal, the monthly charges of service shall cease, however, all pertinent information regarding the Service shall be retained.
19. Salam Mobile shall provide customer support services to assist customers with inquires, technical support and issue resolution related to the services provided. Customer can reach out on to Salam Mobile helpline by calling 1101.
20. Salam Mobile is responsible for protecting the Customer's data and keep data archives for Customer for a period of One year from the date of any transaction; including the event of service cancellation/ termination. Salam Mobile is committed to preservation of Customer data and shall not share it with any external party, unless it receives explicit approval from the Customer.
21. All terms and conditions mentioned under this **Offer** will be considered part of these terms and conditions.
22. All charges mentioned under this **Offer** including penalty charges (if any) or any additional fees will be considered part of these terms and conditions.
23. All charges are in Saudi Riyals (SAR).

### **Network Regulations**

1. Salam Mobile provides Mobility Service using the infrastructure of Mobile Telecommunications Saudi Company "Zain". Both Mobile Voice and Data services provided under this agreement are on the basis of Zain's mobile network coverage and on basis of its network participation and effort (Best Effort). For Data, actual upload and download speeds vary in accordance with the network availability and congestion, and availability of 3G/4G/5G networks is based on Zain's network coverage.

### **Billing Regulations**

1. Customer subscribing to Mobile services are required to undergo authentication by Customer's appointed Authorized person and by Real User of the line before service activation. Upon successful completion of line authentication by the Customer's appointed Authorized person, the Real User of the line is liable to authenticate and activate his individual line within 05 working days, otherwise the service billing will start immediately following day; after 05 working days.
2. Billing cycle is activated from the day when service is activated. The first month subscription charges are prorated based on service activation date. Non-recurring charges (if any) will be charged in full in the first month invoice. Subsequent months are charged full subscription fees of subscribed mobile plan.
3. Usage Charges Starting from Service Commencement Date, Customer will receive an invoice which includes the due Charges for the period starting from the Service Commencement Date until the 1st of the immediate subsequent month. Thereafter, invoices shall be provided on monthly basis pertaining to the Charges due for each subsequent month. Unless stated otherwise to the contrary under the Order Form or Salam Standard Terms and Conditions, all Charges shall be invoiced in arrears.
4. Salam Mobile bills include monthly subscription fees and extra usage charges; both of which are arrears.

5. Salam Mobile will generate bill invoice on the twenty-eight (28<sup>th</sup>) of each Gregorian month to Customer. Salam Mobile will share invoice statement on Customer registered email address and will notify Customer on SMS at Customer registered contact number.
6. Customer is required to pay all subscription fees and charges indicated in the bill invoice statement; by the due date.
7. Customer is required to pay its bill invoice within twenty-five (25) days from date of issuance of last bill invoice statement, failure to do so, will result in mobile line being barred for any outgoing calls, messages and internet. If the bill remains unpaid until fifty-sixty (55) days from date of issuance of last bill invoice statement, the mobile line is barred for all incoming and outgoing activity. On Day sixty (60<sup>th</sup>), the mobile line will be terminated and mobile number (MSISDN) shall be resent back to Customer's pool. On Day one hundred and eighty (180<sup>th</sup>), mobile line is re-farmed back to Salam Mobile if payment is not paid or mobile line is not used for consecutive one hundred and twenty (120) days.
8. Customer that discontinues or terminates the service for any reason, will be liable to pay all charges immediately. These include any unpaid bills, current month prorated subscription fees and charges, penalty charges (where applicable). Salam Mobile has the right to issue supplementary bills, at a later stage, for any unpaid charges that Salam Mobile discovers thereafter.
9. Customer that avails conditional discounts on contract terms such as minimum eligible lines/ subscription fees/ contract duration commitment will be applied penalty charges, in case customer breaches such terms, for any reason.
10. Customer that does not use Mobile services or utilize package benefits will not be entitled to any adjustments or reversal of payments.
11. Customer that wishes to voluntarily suspend a line on temporary basis, will be required to clear all outstanding dues on the line till date. Customer will not be charged any monthly subscription fees or usage charges against service during voluntary suspension period.
12. Customer can pay their bills either through Bank Transfer, Cheque or SADAD Channel. Payments via cheque must be made at least 02 working days in advance from the due date to allow Banks to process the cheque subsequently.
13. All charges related to Government taxes/rates/levies shall be reflected and shown separately in the bill invoice statement. Any change related to Government tax/rates/levies will have an impact on the prices mentioned in the agreement.

### **Dispute Regulations**

1. All invoices received from Salam Mobile shall be considered final and conclusive and deemed accepted by Customer, if Customer does not provide any complaint/objection to Salam Mobile, within sixty (60) days from the issuance date of the bill invoice.
2. Customer has a right to submit request to Salam Mobile for bill dispute (if any) within sixty (60) days from the issuance of bill invoice statement. Customer may escalate their complaint if it fails to receive feedback from Salam Mobile on expected time and procession of their complaint.
3. Customer must submit letter and clearly identify the disputed portions along with substantiation for the reason for the dispute. Any disputed amount resolved in favour of the Customer shall be adjusted afterwards in the next bill invoice Statement.
4. If Customer reasonably disputes any portion of an 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. Salam Mobile can offset any amount payable by Customer against any amount which, for any reason, is payable by Salam to the Customer.

6. If the dispute is resolved against Customer, Customer shall pay such amounts within the due date.
7. Customer must pay all undisputed invoices without set-off or counterclaim, free and clear of any withholding or deduction, using any agreed payment method.
8. Customer waives the right to dispute any charges not disputed within 60 Days from issuance date of the bill invoice.

### **Default on Payments Regulations**

1. Salam Mobile may, upon prior notice to 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.
2. Salam Mobile have the right to report Customer to SIMAH or any other monetary agency or legal authority, in case of default continues or fails to pay due charges in full.

### **Tariff & Payments Regulations**

1. Customer can activate any Salam Mobile standard plans with features, tariffs, inclusions, rules, applications, subject to these terms and conditions that are part of the service contract upon activation; or Bespoke plans with features, tariffs, inclusions, rules, applications, provided under Customer **Offer**; and agreed with Customer to be part of Customer contract.
2. Salam Mobile may provide conditional discounts to Customers against discount terms such as minimum eligible lines/ subscription commitment/ service tenure commitment. Salam Mobile is liable to charge Customer penalty fees, in case the Customer breaches contract terms and conditions, against violation of discount terms.
3. Package Modification (upgrade or downgrade) is considered as breach of discount terms and Salam Mobile will remove discount offer from the mobile lines that undergo package modification.
4. Customer contract shall include details to mobile packages including monthly subscription charges, package benefits, tariff rates for local and international pay-as-you-use; excluding roaming tariffs. The charges and benefits shall remain unchanged during the contract term, unless otherwise change is requested by regulatory body (CST). Salam Mobile has rights to modify package charges, benefits and tariffs or change contract terms once the contract period has expired.
5. Salam Mobile will invoice Customer for services that includes (a) monthly subscription fees, (b) usage charges (as per pay-as-you-use tariff plan), (c) add-on fees, (d) device charges (where applicable) and (e) setup charges (where applicable).
6. Customer will receive monthly invoice that includes details of Account details, Service details including Package offering and Credit Limit, Bill details including periodic/ non-periodic charges and previous balance, Invoice period and Payment due date.
7. Salam Mobile will share the monthly invoice with Customer sent via Email to the Customer's provided email address. This email address is considered as official address of the Customer and it is Customer's appointed authorized representative responsibility to ensure correct email address is provided and contact Salam Mobile in case monthly invoice is not received. In case Customer requires a hard copy, it can be requested from Salam Mobile Customer care centre officially.
8. Customer must pay all due charges associated with invoice by due date, except where a valid billing dispute is raised by Customer.
9. Customer is responsible for all charges attributable and usage charges even if incurred as the result of fraudulent or unauthorized use of service. Customer waives the right to dispute any charges not disputed within 60 Days from issuance date of the bill invoice.

### **Penalty Regulations**

1. Penalty charges refers to additional fees charged by Salam Mobile to Customer, in the event of, breach of contract terms.
2. Penalty charges regulations are effective where Customer has availed Conditional discounts on services, bought mobile or internet devices on instalment or subsidized plans, subscribed to Vanity number for free or on a subsidized price.
3. Discount/ Device/ Vanity terms refers to minimum contract duration commitment against which Customer line must remain active for that period; subscribed on an agreed package and an agreed monthly subscription charge.
4. Penalty charges are effective and payable, in the event of, package modification, voluntary disconnection, port-out to another operator, transfer of ownership and service termination due to Customer's failure to make payment; causing breach of contract terms before reaching contract expiry date and failure to fulfill minimum contact term duration commitment.
5. Penalty charges are to the Customer as number of Remaining months in Contract multiplied with Standard Monthly Subscription Fee of Package. VAT charges are applied on top of penalty charges calculated.
6. Customer that opts to voluntary suspend service on a line that has minimum contract duration commitment; will have the contract period extended as per suspension period.

### **Credit Limit Regulations**

1. Salam Mobile shall define and control monthly credit limit against all Postpaid plans provided for mobile services. The default credit limit set for Postpaid plans is 2X. Customer can request to change the credit limit, however, the final decision to modify the credit limit rests with Salam Mobile.
2. Salam Mobile shall define credit limit at real user subscription level. If a Real user has consumed credit limit fully, all pay-as-you-use services shall be disabled, however, real user can continue to use his package free benefits.

### **SIM Card Regulations**

1. SIM (Subscriber Identity Module) card, Software Service Programming Code, any intellectual property, or software in the SIM is the property of Salam Mobile. Salam Mobile 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.
2. Salam Mobile branded SIM purchased from Salam Mobile cannot be reprogrammed for use with another wireless carrier network. Salam Mobile 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.

### **Customer Data Change Regulations**

1. Customer shall immediately notify Salam Mobile in writing of any change in its information and data, on
2. the basis on which the service contract was concluded including, without limitation to, change in premises activity/ national address, official commercial registration number, or the Customer's appointed authorized representatives' details.
3. Customer may request addition/ modification of authorized representative and it is Customer's responsibility to ensure that Authorized representative is defined on government WATHQ system and he/she should be configured on Semati services with privilege of allowing Issuance of Postpaid SIMs.
4. In the event of failure to observe the notice requirements, Customer will not be able to plead such change against Salam Mobile and Salam Mobile may terminate the service contract and recover all due amounts and service charges including any applicable penalties on commitment.

### **Line Authentication Regulations**

1. Upon any service activation, the authorized person (AP) must authenticate the line by IAM or Nafath authentication or any other approved method by CST & Ministry of Interior once he sends a new order to Salam Mobile. Additionally, the Real user's full information about the service must be provided to Salam Mobile, real user information must be authenticated by IAM or Nafath authentication or any other approved method by CST against the assigned number/service to be activated and can start using the service.

### **Disconnection & Termination Regulations**

1. Either party may terminate the agreement, any services and/or order, in whole or in part upon notice to the other party, if:
  - a) The 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.
  - b) 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.
  - c) If the request for termination comes from Communication and Information Technology Commission (CST) or relevant security agencies or judicial authorities.
  - d) Customer is found to be engaged in any fraudulent activity through the use of Salam Mobile lines.
  - e) Customer has failed to pay his undisputed due amounts payments within twenty-five (25) days since its invoice bill statement issuance, and such failure continues till day sixty (60<sup>th</sup>) despite repeated notices made by Salam Mobile,
2. Salam Mobile shall not be liable or responsible to Customer for any violation or breach resulting out or in connection with such termination. Moreover, Salam Mobile will not undertake to pay any losses, expenses, or compensation claims raised by Customer regarding this termination.
3. Salam Mobile reserves the right to disconnect the Service at any time, if it is found to cause harmful interference to Salam Mobile or Zain network or to cause degradation in the quality of Service. Customer agrees to hold Salam Mobile free and harmless from any liability, including loss of data, arising from such disconnection.
4. Customer can terminate the service at his convenience before contract expiry; and all outstanding charges including any penalty fees based on contract terms, shall become effective and payable.
5. Upon termination or expiration of any agreement, all outstanding amounts shall immediately become due and payable.
6. 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.

### **Limitations of Liability Regulations**

1. Salam Mobile is not liable for any indirect, incidental special, consequential or punitive damages including but not limited to loss of revenue, profits, data or use, arising from:
  - a) Issues arising from Customer's personal equipment, including device malfunctions, improper device settings, or hardware incompatibility.
  - b) Failure of any components, which cannot be corrected due to the inaccessibility/ unavailability of Customer or causes beyond the reasonable control of the Salam Mobile.

- c) Failure caused by the action or inaction of Customer including Customer pending status of any open trouble ticket.
- d) Network outages due to unavailability of Customer personnel to determine and/or isolate the problem or due to any delay or failure caused by Customer's applications or equipment.
- e) Network downtime caused from service disruptions resulting from Customer's failure to adhere to Salam Mobile acceptable use policy, terms of service, or specific usage guidelines.
- f) Network outages where Customer makes changes to the service or system configurations without obtaining prior approval or knowledge from Salam Mobile.
- g) Service interruptions arising from Customer's failure to pay its monthly invoiced bills.
- h) Network outage incurred as a result of national disaster or any local country practices, national laws, customs, or regulations.
- i) Any other reason stated under the Contract agreement.

### **Responsibility Regulations**

1. Salam Mobile shall exert best endeavours to ensure the good quality of the service and its compliance with Communication and Information Technology Commission (CST) and the best international standards. Customer shall be deemed to have accepted the service "As is", and Salam Mobile shall not be responsible to Customer for any temporal service interruption degradation for any reason whatsoever. Salam Mobile shall make its best effort to restore the service to its normal condition as soon as possible.

### **Governing Law Regulations**

1. This Agreement shall be governed and construed under 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 "CST", 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.
2. Customer shall indemnify and hold harmless against all actions, proceedings, and claims brought or threatened against Salam Mobile 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.

### **Tax Regulations**

1. Service charges set forth are exclusive of value-added taxes (the "VAT") applicable to the service. All regulations, charges and laws related to VAT are set forward by ZATCA (Zakat, Tax and Customs Authority) and SAMA (Saudi Arabia Monetary Authority), and shall be considered to be applicable and independent of this Contract.
2. Customer shall be solely responsible for paying any VAT applicable to the Service; which VAT shall be billed to and charged from Customer separately under all applicable regulations in force at the time services are supplied.

### **Force Majeure**

1. Means an event outside the reasonable control of Salam Mobile, including without limitation to industrial disputes of any kind, war declared or undeclared, blockade, disturbance, a natural disasters such as lightning, earthquake, storm, flood, explosion or meteor, fire, epidemics, law or any powerful lawfully exercised by a government agency, any change in any applicable law, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or telecommunication outage or degradation.

2. Salam Mobile is not liable, nor shall rebate or credit any allowance, or extend remedy, for any failure or performance caused due to Force Majeure events.
3. In the event of Force Majeure, either party may terminate the contract by sending a registered letter with acknowledgement of receipt to the other party without indemnity.