

Vodafone Standard Customer Agreement

Valid from 03 January 2022:

Welcome to Vodafone!

Thank you for using Vodafone, the purpose of this document is to outline our relationship with you.

We are available 24/7 on the following channels:

Chat with us on My Vodafone App

Call us on 1717

Your Agreement with Vodafone

This Vodafone Standard Customer Agreement applies to the services we provide to you, in addition to any specific terms that apply to our services and our privacy notice (together they are "standard customer terms and conditions"). In case of a conflict between the Vodafone standard customer agreement and any specific terms approved by the TRA, the specific terms will apply instead (for that part). We reserve the right to amend our standard customer terms and conditions at any time, after TRA approval.

We will notify you through My Vodafone App and SMS of any amendments to the standard customer terms and conditions or through any other channel specified by TRA.

The standard customer terms and conditions shall become effective from the date your number is activated on our system and will terminate upon completing all obligations.

Our Services

We aim to provide you with the best range of products and services. Services and products listed in other Vodafone markets may not be available in our market.

You can apply for our services using "My Vodafone App" which is available for download through the Apple Store and Google Play, website "www.vodafone.om", e-Kiosk and authorised partner stores.

You can enjoy our services once you have completed our onboarding process, which requires you to upload your official identification documents such as ID cards (for Omani nationals and residents) or passport (tourists and visitors) and provide any other necessary information such us your contact details and email address.

Providing you with the best services is our goal; however, you may occasionally face some interruptions or interferences to the services due to force majeure or any other factors not within our control and liability.



We will notify you in advance through your preferred communication channel of any planned disruption to the services. We may require to temporarily suspend a service to carry out relevant maintenance to our services and/or network, or if we are required to do so under applicable laws.

Change of Plan

You can change your service at any time, additional charges and changes may apply as detailed in the specific terms.

Payment and Subscription

You will receive an electronic bill to your account at the end of each month unless you are a prepaid customer. You can access your billing information through "My Vodafone App". To avoid service disconnection, we advise you to pay your bill within 60 calendar days from the date it is issued.

We accept the following payment methods:

- Cash;
- Credit or debit cards; and
- Physical vouchers and E-Vouchers.

You can top-up and pay using our channels, including, but not limited to:

My Vodafone App, eKiosks, store(s), partners.

It is our responsibility to issue you an accurate bill. You can dispute a bill up to 180 calendar days from the date it is issued.

If you have an outstanding debt with us, you grant us the right to transfer that debt to another party who will then have the right to collect that debt from you. All prices shall be inclusive of VAT as per Omani Law.

If you subscribe to a recurring service, you consent to us automatically deducting due amounts from your credit balance. You will receive a notification two calendar days before your renewal date You can deactivate a recurring subscription directly from My Vodafone App, or through our other sales channels or by contacting our care experts.

Mobile Numbers

As a customer, you are entitled to a free number, unless stated otherwise and in accordance with the TRA's instructions. For prepaid, if your SIM is not used for (6) months from the date of your last activity, your number will be rendered inactive. Numbers that are inactive for (6) months will be placed in quarantine for (3) month. You can contact our care experts to reactivate your number before the quarantine period expires, otherwise your number will be made available to others.

If the TRA decides to re-allocate numbers; re-assign numbers, or change the national number plan, we will provide you a number in accordance with the TRA's instructions.

You can also bring your number with you to Vodafone, the specific terms for which can be found <u>here.</u>

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Terminate your Services

You may terminate your services at any time by filing for a termination request and paying any outstanding dues. You may file for a termination request through My Vodafone App and any other channel.

We may charge you early termination charges if you terminate your services during a fixed- term contract, as set out in the applicable specific terms. Any usage post-termination will be billed as set out in the applicable specific terms in accordance with the TRA's instructions. After paying all dues, you can request us to provide you with a 'no obligation certificate'.

Fair Usage Policy

For services that are subject to our Fair Usage Policy. We may apply our Fair Usage Policy wherein our reasonable opinion your usage of our Services is excessive and/or unreasonable.

Restrict, Suspend or Terminate your Services

We may restrict, suspend, or terminate your services if:

a) The safety of any person or the safety and security of our network is at risk.

b) It is not commercially feasible for us to continue providing the services (e.g. a plan or offer), after TRA approval.

c) The service is permanently or temporarily unavailable for any reason due to factors beyond our control including but not limited to earthquakes, natural disasters, and severe weathers, acts of government, war etc...

d) You fail to pay your bill on time.

e) You use our services or behave in a way that we reasonably consider to be abusive, offensive, excessive, inappropriate, illegal, unauthorised, or fraudulent, violates our fair use policy, or in any way that infringes anyone's legal rights (such as copyright) or is likely to damage or negatively impact the operation of our network, the services or a third party's network.

f) You resell or resupply a service, or use it other than for ordinary personal, domestic, and household purposes.

g) You do not follow our reasonable instructions in relation to your use of the services.

h) We reasonably consider you to be a credit risk.

i) You are otherwise in material breach of these Vodafone Standard Customer Agreement and the breach cannot be remedied, or you do not remedy it within 7 calendar days of us asking you to do so

j) We are obliged to do so pursuant to a request of a competent court or regulatory authority.

If your number is restricted, suspended, or terminated:

a) You agree to pay any outstanding charges;

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- b) We may impose conditions or require payment of charges during a suspension or for reconnecting any services, subject to TRA approval; and
- c) We will not refund you for any unused credit and allowances.

Privacy Policy

Ensure you provide updated and accurate information as we may collect your name, address, date of birth, gender, contact details, email address, and credit / debit card information as well other information upon registration and use of our services.

You consent to us processing your personal information in accordance with our privacy notice as approved by the TRA.

For more information on how we process and maintain the security of your personal information, please read our <u>privacy notice</u>.

Customer Care

We are committed to providing you with the best service. Therefore, we encourage you to provide any suggestions with regards to our services.

- Chat with us on My Vodafone App
- Call us on 1717

Your Complaints

- If you have any complaints regarding our products or services, you are welcome to raise your complaints by contacting our care experts or visiting our retail store.
- We will acknowledge your complaint the moment we receive it and do our best to solve your complaints at the earliest. If the complaint requires more time, we will resolve it within 15 days from receiving your complaint.
- If you are not satisfied with our response, you can transfer the complaint to TRA, according to the customer complaint process followed by the TRA.

Intellectual property

We (and our licensors) remain the sole owner of all rights, titles, and interests in any services. We do not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the services. We reserve all rights not granted under the standard customer terms and conditions.

Limitation of liability

We disclaim all representations or warranties, express or implied, made to you under the standard customer terms and conditions. In no event shall we or our affiliates or any of our (or their) respective directors, officers, employees, agents, or subcontractors, be liable to you under tort, contract, strict liability, or other legal theory for any indirect:

a) loss of profit; b) loss of revenue c) loss of use; d) loss of production; e) loss of contract; f) loss of opportunity; g) harm to reputation or loss of goodwill; h) loss of business; and i) any loss arising within or beyond our control. Our liability to you for direct losses due to our gross negligence or breach of contract is limited to OMR 5,000.

You agree to indemnify and hold us and our, officers, agents, contractors, and employees harmless from any claim or demand made by any third party due to or arising out of your use of the services

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in (i) breach of the standard customer terms and conditions, (ii) or violation of any rights of another user of the services, or (iii) breach of applicable laws.

Miscellaneous

We may subcontract or delegate the performance of any of our obligations under the standard customer terms and conditions, but this will not relieve us from liability for the performance of any obligation.

If any term or condition in the standard customer terms and conditions is not valid or cannot be enforced for any reason, this will not affect the remaining terms and conditions, which will still apply.

If there are any differences between the printed version of these standard customer terms and conditions and the online version of the standard customer terms and conditions available on our website (www.vodafone.om/terms), the online version will apply.

No failure or delay by us in enforcing any of our rights, powers or remedies under the standard customer terms and conditions will operate as a waiver of that right, power or remedy, nor shall it restrict any future exercise of that or any other right, power or remedy. The standard customer terms and conditions shall be governed by the law of the Sultanate of Oman. Any dispute shall be resolved in accordance with the relevant TRA regulations.

The standard customer terms and conditions constitute the entire agreement between you and Vodafone and supersede all previous agreements, understandings, and arrangements between them, whether in writing or oral, in respect of the services.

Definitions

These words in this Vodafone Standard Customer Agreement have the defined meaning set out below:

- "service" means Vodafone's consumer telecommunication services and any other consumer services or products that we or our agents may provide you.
- "we", "us", "our" means Vodafone.
- "you" or "your" means you, the user of the service.
- "force majeure" means an event beyond Vodafone's control, including: (i) extreme abnormal weather conditions; (ii) nuclear, chemical or biological contamination; (iii) war, civil commotion or terrorist attack; (iv) interruption or failure of a utility service including electric power, gas or water; (v) acts of God, floods or earthquakes; or (vi) the imposition of a sanction, embargo or breaking off of diplomatic relations.
- "fair usage" means restriction of the quality, speed and/or usage of our services if we determine that a customer's use of the services is excessive, to ensure the quality of services to all our customers.