Vodafone Standard Customer Agreement

Valid from: 1 November 2024

1. **DEFINITIONS**

1.1. In applying the provisions of this Agreement, the words and phrases used shall have the same meaning as specified in the Service Beneficiaries Rights Regulations. Additionally, the following words and phrases shall have the meaning given to them, unless the context requires otherwise:

Company or Vodafone: Oman Future Telecommunications Company (Vodafone).

Authority: Telecommunications Regulatory Authority.

Customer or You: The individual to whom telecommunications services are provided or who requests such services from the licensed provider.

Telecommunications Services or Services: The services as defined in the Telecommunications Regulatory Act, which the Company provides in whole or in part, regardless of the systems or means used.

Unified Service Agreement: A general agreement for customers that outlines the terms and methods for providing telecommunications services to the customer.

Financial Guarantee: A sum of money or any other acceptable form of payment, such as bank card details, deposited or stored by the customer with the Company as a guarantee to cover any future financial obligations that may arise in favor of the Company.

Force Majeure: Events that are unforeseeable, unavoidable, or cannot be guarded against with effective preventive measures, and which occur without fault or negligence, including but not limited to natural disasters, wars, pandemics. These events may render the performance of contractual obligations not impossible but excessively burdensome.

Fair Usage Policy: A policy aimed at protecting network resources for customers by imposing a set of restrictions or maximum limits to prevent service misuse, ensuring fair access for all customers.

International Mobile Equipment Identifier (IMEI): A unique 15-digit identification number assigned by the International Mobile Equipment Association to each mobile communication device worldwide, ensuring it cannot be duplicated on another device.

2. TERMS AND CONDITIONS FOR THE PROVISION OF TELECOMMUNICATION SERIVICES

2.1. This Agreement comes into effect on the date your number is activated and shall terminate upon fulfilling all your obligations. You may request a copy of this Agreement.

- 2.2. You agree to pay the applicable price for your plan, and the Company shall provide the Services in accordance with the terms and conditions of this Agreement and in compliance with the Authority.
- 2.3. In the event of any conflict between the terms and conditions of this Agreement and terms and specific terms and conditions approved by the Authority, then the specific terms and conditions shall prevail.
- 2.4. Vodafone reserves the right to amend this Agreement at any time subject to the prior approval of the Authority. Vodafone shall notify you in the event of changes made to any terms and conditions via available channels such as the My Vodafone App, SMS, or any other means determined by the Authority.
- 2.5. Vodafone aims 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.
- 2.6. You may purchase Vodafone's services via the applicable app store, <u>www.vodafone.om</u>, eKiosks, and Vodafone's retail outlets subject to providing the following: a) Omani & GCC Citizens & Residents: ID Card;
 b) Tourists & Non-Residents: Passport.
- 2.7. In the event of any conflict between print and electronic versions of this Agreement, the electronic version available at www.vodafone.om/terms shall prevail.
- 2.8. International roaming services are provided based on your request. Unless otherwise agreed, international roaming services are separate for local services.
- 2.9. Vodafone shall suspend local and international roaming services upon reaching your plan limit. Vodafone will notify you in the event of suspension of a particular service including means of resubscribing and any additional costs of continuing or subscribing to a new plan.

3. SUSPENSION AND TERMINATION OF SERVICES

- 3.1. Vodafone reserves the right to suspend your services, after notifying you, if you fail to pay any outstanding monthly dues.
- 3.2. Notwithstanding any early termination fees, you may request to terminate your service at any time via: a) a retail outlet; b) any other of the relevant Vodafone channels.
- 3.3. Vodafone shall readily make the means available for you to change, suspend, or terminate your service by contacting Vodafone's customer care or using electronic means upon which you will be presented with a final bill.

- 3.4. You or Vodafone may terminate a service in accordance with this Agreement and the rules prescribed by Authority. Vodafone may apply termination fees, subject to the approval of the Authority, if you terminate your service as detailed in the applicable terms and conditions.
- 3.5. Without prejudice to any other right to terminate under this Agreement, Vodafone may terminate this Agreement at any time subject to providing written notice specific the reason for termination.
- 3.6. Vodafone may temporarily restrict or suspend a service by providing you with five (5) business days' notice if you: a) breach any terms and conditions; b) exceed your credit limit; c) fail to pay your bill in time or otherwise have outstanding amounts owed to Vodafone.
- 3.7. Notwithstanding clause 3.6, Vodafone may permanently restrict or suspend a service if you use a service for any: a) illegal, illicit and/or criminal activity; b) act that could negatively impact Vodafone's network.
- 3.8. If your service is suspended due to:
 - a) outstanding dues, Vodafone will recommence your service upon receipt of payment of all amounts owed.
 - b) technical issues, Vodafone is unable to provide you with a service you have subscribed to, you may request reasonable compensation calculated based on the plan and the period of time you were disconnected from the service.
 - c) loss or theft of SIM card, you may visit a Vodafone retail outlet or contact customer service or any other method advised by Vodafone, in order to continue your service.
- 3.9. Vodafone may, at its discretion, and after obtaining the necessary approvals from the Authority, may modify the technical specifications of the services provided, if they do not materially affect the performance of the service provided.
- 3.10. Without prejudice to the Service Outage Regulations, Vodafone may temporarily suspend the service for operational reasons such as maintenance, service upgrades, or in emergency situations.
- 3.11. Vodafone provides you with the option to pay in monthly instalments for charges relating to international roaming.
- 3.12. Vodafone will not be entitled to outstanding dues that have lapsed one year, unless Vodafone has initiated a claim for collection during that period.
- 3.13. Vodafone reserves the right to assign any outstanding dues to a third party for collection, all amounts to be collected shall include value added tax in accordance with the laws of the Sultanate of Oman.

- 3.14. Vodafone will issue a bill for your number at the end of each billing month, or at maximum of 90 days from the date the service is provided. You may access your bill via My Vodafone App. You are responsible for reviewing your bill and have 90 days from the date the bill is issued to inform Vodafone of any inaccuracies.
- 3.15. You have the right to submit inquiries or questions related to billing, which may pertain to the following matters:
 - The accuracy of the bill details, charges, and amounts for all types of usage.
 - Disputes regarding the accuracy of calls.
 - Excessively long durations for international and local calls.
 - Charges that were mistakenly applied.
 - Service suspension without a valid reason.
- 3.16. When you subscribe to an automatically renewing service, Vodafone will notify you in advance that the service will be renewed, at least two days before the renewal date. Your consent to the renewal constitutes approval for the automatic deduction of the due amounts from your balance. Vodafone must enable you to cancel the service directly through the My Vodafone App, retail outlets, or customer service, without prejudice to Vodafone's rights under this Agreement and the law.

4. QUALITY OF SERVICE

- 4.1. Vodafone is committed to providing services to you in accordance with the Telecommunications Service Quality Regulations. In the event that services are not provided at the agreed quality level, Vodafone is obligated to consider compensating you, except in cases of force majeure.
- 4.2. If the service is affected, Vodafone will make every effort to restore it as quickly as possible, in compliance with the regulations and guidelines issued by the Authority on this matter.
- 4.3. You will be exempt from paying service charges when service disruption is due to force majeure or if the service is continuously interrupted for a period longer than that specified in the Telecommunications Service Interruption Regulations issued by the Authority.

5. MOBILE NUMBERS

- 5.1. The validity period for the prepaid mobile service is ninety (90) days, starting from the first call, any subsequent recharge, or any credit transfer.
- 5.2. After the ninety (90) days, deactivated numbers will enter a quarantine period of an additional ninety (90) days, in accordance with the National Numbering Plan issued by the Authority or other relevant regulatory frameworks.
- 5.3. If you recharge your balance during the grace period, a new validity period will begin.
- 5.4. If you do not recharge your balance within the grace period, the service will be suspended, and any remaining balance in your account will be forfeited after six months from the last recharge date or upon switching from prepaid to postpaid. Vodafone will notify you one week before the temporary suspension through your other registered numbers or any other available means.
- 5.5. If you request to terminate the service, Vodafone must refund any deposit held, if applicable, after you fulfil all outstanding financial obligations. Vodafone will be responsible for any financial consequences if the deposit is not returned.
- 5.6. If 12 months have passed since you subscribed to the service and you have repeatedly failed to make timely payments (i.e., more than once in the last 12 months), Vodafone has the discretion to decide whether to return the deposit or not.

6. COMPLAINTS TO THE AUTHORITY

- 6.1. You may submit a complaint to Vodafone in accordance with the provisions of the Complaints Handling Regulations issued by Vodafone.
- 6.2. Vodafone must resolve the complaint within a maximum of five (5) business days from the date of submission, or within one (1) business day in urgent cases as defined by the Authority. A decision must be issued accordingly, and if the complaint is not resolved within this period, it shall be considered rejected. The complaint must include relevant details of the incident and the proposed solution from Vodafone to make a decision on any of the following matters:
 - Billing issues or complaints related to faults or service disruptions.
 - Feedback on the quality of the service provided.
 - Financial obligations imposed on the customer as a condition for continuing or obtaining the service.
 - Service disconnection or reconnection.
 - Interpretation of the service terms.
 - Interpretation or application of any tariffs set by the Authority.

- Handling of the customer's confidential information.
- Any breach of confidentiality or privacy conditions in Vodafone's license.
- Any other matters under the jurisdiction of the Authority.

7. FAIR USE POLICY

7.1. Vodafone's fair usage policy may apply to certain plans and services as detailed in the specific terms and conditions.

8. REALLOCATION OF MOBILE NUMBERS AND POSTPAID

- 8.1. If your account is terminated or you failure to renew your plan during the quarantine period:
 - 8.1.1. You will lose your number, without prejudice to Vodafone's right to take any necessary actions for damage recovery, as per this Agreement or applicable laws.
 - 8.1.2. If you request service reconnection after the holding period has ended, your request will be treated as a new application.
- 8.2. Priority will be given to you in reassigning the same number, provided it has not been assigned to another customer or is not part of the premium numbers allocated through auction.

9. CONFIDENTIALTY OF BENEFCIARY DATA

9.1. Without prejudice to the provisions of the Personal Data Protection Law and its executive regulations, Vodafone or its authorized agents for selling prepaid services have the right to obtain your personal information for the purpose of providing the service and issuing bills in accordance with the privacy policy approved by the Authority. Vodafone is committed to obtaining your consent for any use beyond what is stated. For more details on how Vodafone processes and stores your personal data, please read our <u>Privacy Notice</u>.

10. TRANSFER OF MOBILE NUMBERS

- 10.1. All telecommunications numbers are public property, and the Authority is responsible for determining, assigning, reassigning, reserving, modifying, and retrieving them at its discretion. Accordingly, the phone number assigned to you by Vodafone does not belong to you. The number may be changed or withdrawn at any time after notifying you, in accordance with the regulatory frameworks issued by the Authority in this regard.
- 10.2. Vodafone reserves the right—after notifying you—to reassign your number for technical reasons. Vodafone will not be liable for any loss, damage, or costs incurred by you as a result. When reassigning or redistributing numbers, Vodafone is required to follow the instructions issued by the Authority.
- 10.3. If you do not accept the reassignment of your number, you have the right to:
 - 10.3.1. Terminate the service, with the obligation to pay all outstanding amounts up until the termination date.
 - 10.3.2. File a complaint with the Authority.
- 10.4. If you transfer to another operator, you have the right to retain your current number, in accordance with the regulatory frameworks issued by the Authority.

11. CUSTOMER SERVICE

- 11.1. You can contact Vodafone through the following channels:
 - Chat with us on the Vodafone app
 - Call us on 1717

12. LIMITATION OF LIABILITY

12.1. Vodafone is not liable to you for fulfilling any of its obligations or providing its services if this is due to force majeure.

- 12.2. Without prejudice to the provisions of the law and Vodafone's obligations under the decisions and licenses issued by the Authority, Vodafone acknowledges that it will not be liable to the customer, under any circumstances, for consequential, indirect, or special damages, or loss of profits. Vodafone assumes no further responsibility towards the customer, except in cases of gross negligence or willful misconduct by Vodafone, its officers, or employees.
- 12.3. Vodafone is also exempt from the responsibility of ensuring network functionality on mobile devices with incorrect, counterfeit, or duplicated International Mobile Equipment Identifier (IMEI) numbers.

13. GOVERNING LAW

13.1. All terms of service are subject to the provisions of the Telecommunications Regulatory Act issued under Royal Decree No. 30/2002 and its amendments, as well as all other applicable laws in the Sultanate of Oman.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. All content provided through Vodafone's services is protected by copyright, and you are not permitted to distribute or supply it to others without obtaining written permission from the copyright owner.
- 14.2. You are not granted any rights to patents, copyrights, trade secrets, trademarks, or any other rights related to the services. Vodafone reserves all rights not expressly granted in writing.

15. GENERAL TERMS

15.1. Vodafone may subcontract or assign any of its obligations under this Agreement to another party, but this does not relieve Vodafone of any responsibility for fulfilling its obligations.