

Annatel User Agreement – Terms and Conditions of the Service

November 1 , 2015

LB ANNATEL LTD

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Site: www.annatel.us

Hours of Operation : Sunday - Thursday 9:30 a.m. to 6:30 p.m. and Friday 9:30 a.m. to 1:00 p.m.

Contact Information: You may dial *900 (For customers of ANNATEL)

ANNATEL Mobile : 5000 (For ANNATEL mobile Orange customers)

Israel : 074-714-6064

United States/Canada : 1-646-844-6565

1. DEFINITION OF SERVICES:

- 1.1. ANNATEL will provide for the subscriber and the subscriber will acquire from the company telecommunication services of mobile, phone, and internet.
- 1.2. This agreement is composed of the general conditions, the specific conditions, the order/application form/process, and the rates.
- 1.3. The “subscriber” is the individual signing this agreement, as the beneficiary of one or more of the Annatel services, materials, and solutions.
- 1.4. “Third Party Operators” are the other operators with whom Annatel has commercial agreements, licensing or sub-processes. Connections are made on servers or networks operated by “Third Party Operators”. These third party service operators function under their conditions only.
- 1.5. “Services” are the services included in the agreement to rates set by Annatel. This may include:
 - 1.5.1. Mobile Service: A Telecommunication service in areas covered by GSM, 3G and 4G (depending on compatibility and region), to send and receive communications using a SIM card inserted into a compatible device for the service.
 - 1.5.2. Land Line Service: A telephone service operated over the internet (known as VoIP) for transmitting and/or receiving calls by the subscriber through the use of a compatible device connected to the internet.
 - 1.5.3. Home Internet: Internet access via cable or ADSL technology using equipment provided by a “Third Party Operator”.
 - 1.5.4. The diffusion of audio visual stream on tablets, computers or other compatible media devices.
 - 1.5.5. Sending of SMS (text) and MMS (media) messages.
 - 1.5.6. All other services that may be provided to individuals or to professionals who have a direct or indirect link with the above services.
 - 1.5.7. Technical support services
 - 1.5.8. Any services not included in the agreement will incur additional fees and charges.

2. OBJECTIVE:

- 2.1. The agreement defines the conditions under which Annatel provides access services to its subscribers. The subscribing to one or more of the Annatel services implies full consent and acceptance of these conditions.
- 2.2. In the case of contradiction between the specific conditions and the general terms and conditions, it will be the specific conditions that will prevail over the general terms and conditions.

3. AGREEMENT DURATION AND TERMINATION:

- 3.1. The terms of this agreement begin on the date specified in the online subscription.
- 3.2. In the case that the conditions have / will change, as described in paragraph “PRICING OF SERVICES AND AGREEMENT MODIFICATIONS”, the subscriber has 21 days from the start date of the new agreement to terminate the agreement under which the service is subscribed.
- 3.3. Based on the selected service, the agreement is commenced for a designated initial minimum period mentioned in the specific conditions or on the website following the selected services.
- 3.4. After said first minimum commitment period, the agreement is renewed automatically and without formality by an agreement for a successive period of time and irreducible of the same duration as the first period.
- 3.5. The subscription agreement may be terminated by the subscriber by a registered letter, with acknowledgment of receipt, and with prior notice of 30 calendar days before the end of the current commitment period.
- 3.6. In the case of Annatel’s failure to comply with the obligations to the Annatel service agreement, the subscriber will be entitled, 21 days after notification by registered letter, to terminate the agreement.
- 3.7. In the case of termination of the agreement; regardless of the reasoning behind the termination, and with the subscriber’s disregard to the period of 30 calendar days, subscriptions will be billed and due until the end of the remaining period, with immediate payment. The Subscriber shall pay the charges incurred in connection with the service each month for the remaining duration of the agreement, whether or not the service is in use during any portion thereof. If the Subscriber in any way terminates the account before the agreement length of time has passed, the Company reserves the right to charge the remaining obligation of fees.
- 3.8. In the case that the subscriber fails to abide by the rules and regulations, Annatel reserves the right, at its sole discretion, to disconnect the service and terminate the subscriber’s subscription without notice.
- 3.9. Annatel reserves the right to terminate the agreement of service when the subscriber’s usage (cumulative number of minutes) on the mobile or land line service exceeds more than 10% of the average Annatel subscribers.
- 3.10. Except for non-compliance with its obligations, as indicated above, in all cases of termination of the agreement, for any reason whatsoever, the remaining balance that would be due until the end of the current commitment period, will be billed as due immediately.

4. RELEVANT DOCUMENTS TO BE PROVIDED BY THE SUBSCRIBER:

- 4.1. Any individual who subscribes to the Annatel service and is in agreement with the terms will be obligated to provide to Annatel all information and evidence that the company deems necessary to commence and provide service.

5. SERVICE ACCESS:

- 5.1. Subscriber services will be provided and connected in a timely manner. After acquisition by Annatel of the full subscription file, made up of the completed subscription request and after successful payment for the first month of service, the service will be provided to the subscriber.
- 5.2. Access to the services is subject to periods of maintenance and service, operational server updates, and possible temporary exceptional interruptions.

6. PRICING OF SERVICE- AGREEMENT MODIFICATION AND SALE:

- 6.1. Annatel is authorized to modify the agreement at any time. It is the subscriber's responsibility to review the terms and conditions via the Annatel website and update his/her agreement.
- 6.2. The most recent agreement will always be the active agreement in governing relations between the subscriber and Annatel.
- 6.3. The pricing applicable to the services and options subscribed to by the subscriber is referred to in specifics in the terms and conditions or on the website. All out-of-package services will be charged at the designated rates of Annatel.
- 6.4. The subscriber is solely responsible for out-of-package services (i.e. disregard of dialing instructions, international SMS...) that could result in significant financial consequences. The current rates are available on the website.
- 6.5. The subscriber is responsible to know the rates and consequences of out-of-package services
 - 6.5.1. The subscriber must follow the dialing instructions set forth by Annatel. The dialing instructions are as follows; the use of "+" which serves in the place of "00" or with "00" as the exit code for an international outgoing call. In the case that a different international exit code is used (i.e. 013, 014), the subscriber may be subject to additional fees and charges on the following invoice.
 - 6.5.2. The number of allotted characters for an SMS is 160 and if the subscriber exceeds the 160 character limit, the subscriber will be charged for every 160 characters as its own text message. In some phone models, the configuration is made that the number of characters in an SMS is limited to 70. This limitation of 70 characters applies to the addition of special characters (i.e. emoticons, currency abbreviations). Meaning, if the special character is added, the 160 character allotment will lower to 70.
- 6.6. Easy access numbers or otherwise called service numbers (i.e. numbers that begin with a star, phone numbers that have a shorter amount of digits) are not included in the call package and will incur additional fees on a per minute basis.
- 6.7. The subscriber must acknowledge that the use of certain services on the 3G network may result in additional charges in the case that the subscriber is in excess of the consumer agreement with Annatel.
- 6.8. In the case that the subscriber's services are suspended, the subscriber will remain liable for all the billing for the entire period of any suspension of its services.
- 6.9. If the subscriber has received a discount of any kind or amount upon subscribing to the service of Annatel (for example and without limiting to: discounts on installation costs, cost of equipment)...this discount will be due to be paid in full in the event that the subscriber decides to terminate the service within six months of the start date of the subscription.
- 6.10. If a subscriber has placed the order for service by phone with a support representative, he may be charged a service fee (for fee, see bottom of terms and conditions). This fee will be charged to the subscriber even if the subscriber changes his/her mind after purchase by telephone and requests cancellation.
- 6.11. For every subscription to a service: when the service cancellation is not yet effective, the subscriber will be liable for cancellation fees and charges as indicated at the bottom of the terms and conditions.
- 6.12. Annatel reserves the right to update and implementing rules of all services.
- 6.13. The agreement, in whole or in part, may not be assigned by the subscriber.
- 6.14. The agreement, in whole or in part, may be assigned by Annatel.

7. LICENSE AND PROPERTY RIGHTS OF ANNATEL:

- 7.1. The use of phone numbers allocated by Annatel:
 - 7.1.1. Annatel reserves the right to assign the phone number(s) to the subscriber.
 - 7.1.2. The said provided numbers assigned by Annatel are non-transferable and remain the sole and exclusive property of Annatel, which reserves the right to grant and / or change the number for technical or regulatory reasons. In the event of connection or disconnection, without consent of the subscriber (for example: technical reasons), the subscriber cannot claim any compensation.
 - 7.1.3. The number provided to the subscriber by Annatel is for the use of incoming and outgoing calls depending on the package.
 - 7.1.4. It is the subscriber's responsibility to maintain the confidentiality of the number and / or the access code in addition to their responsibility for any misuse of the number.
 - 7.1.5. The USA number provided is not selected at random. The number provided is assigned according to the corresponding region (zip code) in the USA that the subscriber provided upon subscription to the agreement.
 - 7.1.6. The numbers are assigned in accordance with the laws and regulations of the country from which the phone number originates. In the case of a change in zip code, the subscriber must notify Annatel of the change immediately for the possible change of phone number in accordance with the rules and regulations of service.
 - 7.1.7. A Service with no usage or consumption for more than twelve consecutive months may be terminated by Annatel without notice. If this service is a mobile line, the phone number assigned will be forfeited and permanently not recoverable.
 - 7.1.8. A mobile line provided by Annatel that has no usage or consumption for a period of three months may be temporarily suspended without notice.
- 7.2. Property and Equipment Use:
 - 7.2.1. This subscription agreement gives the subscriber a personal, non-transferrable license to use the equipment and specially designed Annatel services, including source codes that remain the exclusive property of Annatel. Henceforth, the subscriber is prohibited under penalty of counterfeiting, offense, duplication, reproduction, or interference in the Annatel software in any form whatsoever. Additionally, it is forbidden to make changes of any nature whatsoever including electronic identification numbers.
 - 7.2.2. The installation and configuration of hardware on the subscriber's PC or device are done under the full responsibility of the subscriber.
 - 7.2.3. Fraudulent use of equipment or services provided by Annatel or anything that contradicts these term are the responsibility of the subscriber.
- 7.3. The subscriber acknowledges that the hardware and services, including software, and integrated software packages, where use is granted to the subscriber and the information contained on the website are protected by Annatel's rights, is the property of Annatel in accordance with the law.
- 7.4. All names, websites, brands, logos, and domain names of Annatel are and remain the exclusive property of Annatel.
- 7.5. The use of Annatel services through an interface that is not provided by Annatel, could result in the suspension of the service. It is prohibited to use such an interface.
- 7.6. Prohibition of Re-Sale of Services:
 - 7.6.1. The Annatel services and equipment are provided for the sole use of the subscriber alone. Therefore, it is prohibited to sell or transfer the service or equipment to third parties for a fee or for free, in any form whatsoever.
 - 7.6.2. The use of the equipment provided by Annatel is for the sole use by the subscriber for the Annatel services. It is prohibited for the subscriber to use the equipment and / or services for third parties or for commercial purposes and will result in immediate termination of service by Annatel.

8. PROOF OF SERVICE VALIDITY – JURISDICTION:

- 8.1. The files, information, and electronic communication lists of the registered subscribers of Annatel for the basis of monthly billing of services will be recognized as evidence in the case of any dispute of payment by the subscriber.

9. LIABILITY AND OBLIGATIONS OF ANNATEL:

- 9.1. Annatel agrees to fill any request for subscription to the limit of the network, capacity of the operating system, constraints of quality of its services, and equipment availability.
- 9.2. Annatel agrees and commits to provide every effort to ensure the continuity, permanence, and quality of the service for the subscriber and service. This is a commitment of means, not results. Annatel is not liable in such cases in which there might be disruption of service, technical server issues, etc.
- 9.3. Annatel cannot be held liable for: :
- The compatibility or inadequacy of the subscriber's device.
 - The use of services by the subscriber not meeting the requirements of Annatel or its legislation.
 - Improper use of the equipment provided.
 - The breach of a subscriber's obligations.
 - Annatel's services in use by unauthorized individuals or groups.
 - Interruption of the internet service: interruptions related to the constraints or limitations of technical standards imposed by the regulators or relevant parties thereof.
 - For disruptions or interruptions not directly attributed to Annatel.
 - For the disruption and / or total or partial unavailability and / or interruption of all or part of the service offered on the networks provided and operated by third party operators.
 - Unforeseen circumstances - (force majeure)
- 9.4. There is no case wherein Annatel can be held responsible to repair possible direct or indirect damages including losses suffered by the subscriber during hardware installation or due to inability to use the equipment and / or services.
- 9.5. Annatel cannot be held responsible for a problem on a service that is not the supplier even if the service is necessary for the purpose of services provided by Annatel.
- 9.6. For landline service: Annatel does not guarantee the compatibility of its service with third party services (i.e. alarm systems, emergency dial numbers).

10. OBLIGATIONS AND LIABILITY OF THE SUBSCRIBER:

- 10.1. The subscriber agrees to use the services responsibly. This individual is the only beneficiary of the services provided as part of their subscription.
- 10.2. When using a service in a designated fixed location, the subscriber undertakes to use the service only in that designated location for the duration of the agreement.
- 10.3. Prior to becoming an Annatel subscriber, the subscriber takes sole responsibility to ensure that the equipment and devices necessary for service, are compatible for the use of Annatel's service to which it is subscribed.
- 10.4. The subscriber agrees to commit to and provide the payment as per price of services provided by Annatel as can be referenced in the terms and conditions section "PAYMENT".
- 10.5. The subscriber is responsible for the consequences associated with the use of unapproved material and the use of all the services related to its subscription until the expiration of the agreement.
- 10.6. In the case that there is a change or modification to the account details of the subscriber (for example: bank details, address...) Annatel must be informed immediately of the change.
- 10.7. The subscriber agrees to comply with the laws and regulations of the country.
- 10.8. The subscriber agrees to respect the instructions provided by Annatel related to any technical modifications to the devices and / or services.
- 10.9. The subscriber takes responsibility and appropriate measures to maintain confidentiality regarding security of the subscription data, access codes and passwords, and agrees not to communicate these details to additional parties.
- 10.10. In the case of fraudulent use of the service, the subscriber agrees to take full responsibility for the financial consequences associated with the fraud even if the subscriber is unaware of the fraud. This may result in additional fees and charges to the subscriber.
- 10.11. In the case of theft or loss of the SIM card provided or any other hardware, the subscriber will inform Annatel immediately of the loss or theft in order to suspend services which will remain billable until the definitive cancellation request is received through registered mail.
- 10.12. The subscriber is not authorized in the following non-exclusive list:
- The use of Annatel services in order to create a voice server, rerouting/diverting communications, marketing of the service and / or equipment is prohibited.
 - The additional use of service generating a higher consumption or use of more than 10% of the average subscriber's usage of the same service, or to receive compensation.
 - The use of equipment not in accordance with the recommendation of Annatel.
 - Except as part of an agreed professional service, use of the services is solely for the personal use of the individual in a private setting.
- 10.13. The subscriber agrees that Annatel may use technologies such as cookies that record information (URL, IP address, type of browser and language, date and time of connection) that facilitate the use of the services to examine the use and improve the quality of that which is provided.
- 10.14. The subscriber is not authorized to publish (for example: Facebook, email, telephone), by any means, any threatening, abusive, and derogatory statements aimed towards The Annatel Company or towards a specific person, Annatel employee, or even those not of Annatel.

11. DELIVERY OF EQUIPMENT:

- 11.1. The equipment may be picked up at the Annatel offices.
- 11.2. The equipment may be sent to the address provided by the subscriber for the delivery fee indicated at the bottom of the terms and conditions.
- 11.3. In the case that the subscriber is unavailable to receive the delivery, it will be returned to the post office and designated for pick up by the subscriber.

- 11.4. The subscriber has 14 days to pick up the package with equipment from the post office. In the case that 14 days has passed without successful collection of the package, it will be returned to Annatel. All new submissions after this return will be charged at the rate indicated at the bottom of the terms and conditions.
- 11.5. Pick-up may also take place in other designated pick-up locations. The subscriber will receive pick-up details upon time of sign up.
- 11.6. Delivery of the SIM card and / or other devices can be sent to your address via express post. For cost, see list at bottom of Terms.
- 11.7. For an additional fee (listed at the bottom of the terms and conditions), there is an option for assistance with the installation, at the request of the subscriber.

12. WARRANTIES- SERVICE – SECURITY DEPOSIT:

- 12.1. The equipment provided by Annatel is for the use of Annatel services only and remains the property of Annatel. Under this provision, you may be asked for a VAT free security deposit on the equipment.
- 12.2. This said deposit, which does not incur interest, will be charged in addition to the initial charges on the first invoice.
- 12.3. After the successful payment of all outstanding balances, settlement of remaining invoices, and return of the equipment (provided that it is in good condition with no damages, contains the original packaging, with all accessories and manuals, contains any relevant identification codes), the security deposit will be returned to the subscriber. If this is not the case, the deposit will be retained by Annatel.
- 12.4. In all cases, following termination for any reason, if the equipment belonging to Annatel is not returned within ten days of the termination of service or the equipment has been returned not in the condition in which it was received, with damage to it, or is lacking its original packaging, documentation, identification codes, and manuals, the subscriber will be charged the full amount of the equipment for immediate payment.
- 12.5. In the case that the device is sold to the subscriber, the device thereby only holds the manufacturer's warranty.
- 12.6. The warranty does not cover damage due to accident, misuse or poor maintenance of the equipment, disregard of instructions stated in the manual, lack of renewal of accessories (batteries, Cables, etc.), damage to which the cause was not due to hardware, improper installations, fire, lightning, electrical damage, water damage, applied force, etc.
- 12.7. In the case of technical failure of the equipment sold by Annatel, if the equipment is under warranty, Annatel will replace the defective materials, provided that the subscriber's defective equipment is returned in its original packaging with all its accessories, manuals, original documentation, identification codes intact and the proof of purchase invoice.
- 12.8. Annatel reserves the right to refuse replacement of the equipment if it is damaged or degraded by the subscriber in any way whatsoever or if it is not returned in accordance with the stated terms above.
- 12.9. If it is determined that the subscriber requires on-site support, the support will not be billed provided that the on-site support is justified by a lack of equipment and supplies by Annatel and that the equipment is still covered by the warranty.
- 12.10. If the on-site support is not justified by the above stated terms, all on-site work will be deemed billable.

13. TERMS OF PAYMENT:

- 13.1. The Annatel services are billed monthly on the same day of the month as the initial sign up date. Invoices are payable in advance by the subscriber's credit card or by direct debit/automatic withdrawal from the subscriber's bank account. For some services, only a credit card may serve as a means of payment.
- 13.2. Invoices are sent to the subscriber via email. The invoice is also available on the Annatel website via the subscriber's online account.
- 13.3. Any subscriber wishing to receive a paper copy of the invoice will have to take responsibility for the paper invoice fee detailed at the bottom of the terms and conditions.
- 13.4. In the case of delayed payment, Annatel may suspend or terminate the service immediately without notice.
- 13.5. In the case of partial payment or non-payment of an invoice due, the subscriber is liable for flat rate late fees per incident, as listed at the bottom of the terms and conditions.
- 13.6. If further action is needed to collect the debt via a debt collector, the subscriber will be billed for all charges related to the debt collection.

14. NULLIFICATION:

- 14.1. If one or more of the terms and conditions stated in this agreement are deemed non-effective, it does not discount the remaining terms and conditions.

15. APPLICABLE LAWS AND JURISDICTION:

The Annatel agreement is governed by the Israel Law. Any dispute arising in connection with the interpretation, conclusion, implementation of the agreement will be subject to the jurisdiction of the Israeli Courts in Jerusalem.

**Special Pricing and Fees:
(all prices include VAT)**

Telephone Service for sign-up:	50₪	
Cancellation fees before initiation of service:	130₪	
Regular delivery of Annabox:	50₪	
Attempt at second delivery after return of the package:	50₪	
Express SIM card delivery (in Israel):		70₪
Express delivery of Annabox:	90₪	
Installation of internet router:	239₪	
Installation of other devices:		Varies per item
Paper invoice (monthly):	50₪	
Late fee for total or partial outstanding balance:	50₪	
Collections – debt collector fee	500₪	