



## – Terms and Conditions for telecommunication services –

### 1. Introduction

- 1.1 The company will assign the subscriber a telephone number from its number database. The company is not required to assign the subscriber a particular telephone number. The company is entitled to change the telephone number assigned to the subscriber for technical and regulatory reasons. The company does not undertake to keep a number assigned to a subscriber in the past if he has waived it, or if his service contract has expired or if it has been canceled
- 1.2 The SIM card is intended for use in authorized devices only, for the use on the company's network. For SIM cards to be used with specific device types (such as third-generation devices or cellular modems), they are allowed to be used in devices of the same type only. The SIM card must not be installed in a cellular modem or in a mobile connected to a cellular modem, even temporarily, unless the company has authorized the subscriber to do so explicitly.
- 1.3 In the case of number porting - the billing will begin at the end of the porting process, or the first usage of the line, whichever comes first. In the case of allocation of a phone number without porting, the subscriber will be billed for all services and equipment, as soon as the transaction is set up.
- 1.4 If within 90 days of the transaction as part of a number porting, the porting process is not completed or a first use of the telephone number assigned to the carrier has not been completed by the subscriber, the transaction will be canceled and the mobile number assigned to the subscriber will be disconnected and it will no longer be usable.
- 1.5 A subscriber is entitled to purchase a device from any distributor of his choice, including distributors who have no connection with the company.
- 1.6 This document along with the terms of the selected offer and additional documents, all together form the service agreement between the Subscriber and the Company.

### 2. General

- 2.1 Usage of services is subject to payment unless otherwise specified. The rates detailed in the plan chosen by the subscriber and the general rates as set by the company, are available on the company's website.
- 2.2 The company is entitled to set the rates, fees, and additional services (paid or free), even if they were not included in the service contract, including in the price list, at the time of signing the contract. If the subscriber uses them, they will be charged for this according to the rates set at the time of use.
- 2.3 The usage of the company's network is subject to the rules of the legal conditions and the service contract. This document includes the general conditions of the contract. Rates and special subscriber prices are detailed in the subscriber's specific subscription. The other rates are detailed in the company's general rates list, and can be consulted on the company's website.
- 2.4 The General Director of the Department of Communications or any person appointed by him is authorized to order the company to modify the service contracts. The subscriber's contract with the company under this service agreement constitutes the subscriber's consent for such modification as stipulated.
- 2.5 Any change in the conditions of the contract will be made according to the conditions of the license and in accordance with the law.
- 2.6 The responsibility to cancel services rests with the subscriber. If the service operates using a dedicated application, stopping the service or deleting the application from the phone does not interrupt the service. The subscriber must contact customer service and ask for the service to be stopped.

### 3. Services and their usage

- 3.1 Once the subscriber is connected to the company's network, and subject to payment for the services, the company undertakes to provide the subscriber with the communication services in accordance with and subject to the terms of the contract, the license, and the law.
- 3.2 The company has the operator license for the provision of communication services using a host network and uses the services of the host network. The entire and exclusive responsibility for all

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communication services provided to the subscriber under this contract, is the responsibility of the company, and is subject to the terms of this contract. A subscriber will in no way contact the host network, but only the company.

- 3.3 The termination or limitation of the services of the company will be carried out by the company in accordance with the conditions of the license and the legal conditions only.
- 3.4 The company is entitled to add or cancel services regularly and to modify the rules of use concerning them, and the rates, in accordance with the license and according to the instructions of the Ministry of Communications. The company will inform the subscriber of any change in existing services in advance and in sufficient time.
- 3.5 The subscriber will have to pay for services despite network limitations, coverage issues, and device limitations, even if there has been interference, as explained below.
- 3.6 The subscriber is entitled to switch between plans, packages, surfing capacity, and other offers that are available at the time of the request, and will be applied to the selected plan, and not more than once per calendar month. This change will be subject to additional or other conditions based on the selection. A change from one rate offer to another can only be made at the beginning of the billing cycle. The change in plan may be subject to an additional fee as detailed in the general rate table. It is possible that because of the switch, the subscriber is not subject to the same conditions and benefits as before the change was processed and it is possible that certain services are no longer accessible or that they are provided under other conditions.
- 3.7 A subscriber will not be entitled to combined benefits or discounts. Notwithstanding the above, the Company will be entitled to grant the subscriber combined benefits and this does not constitute an obligation to grant combined benefits in the future. In the case that the Company decides to grant the subscriber combined benefits, it will be entitled to rate the benefits in such a way that the total benefits will be the minimum, at its discretion.
- 3.8 Blocking of services for the first time is without an added fee. The Company is entitled to charge for additional changes.

#### **4. Conditions of the supplying of telecommunication services to subscribers**

- 4.1 The telecommunication services will be provided to the subscriber in the coverage area of the host network.
- 4.2 The company is not obligated to full and complete coverage, and emphasizes that not all services may be available on every given device or location or in the case of disconnection. Thus, not all services are available for calls to other networks, abroad, or while roaming, as the provision of these services is subject to other operators or providers. However, the Company agrees that the communication services provided shall not be less than the following minimum requirements: (a) the number of blocked calls during peak hours shall not exceed 2%; and (b) the number of dropped calls during peak hours shall not exceed 2%. The system shall meet the requirements detailed above at 99% during peak times. For purposes of this section, the term «blocked calls» means calls that cannot be established or messages that cannot be transferred due to unavailability of network resources or resources linking the network to other systems. And the term «dropped calls» means – terminated calls not established by the subscriber initiating the call or subscriber receiving the call.
- 4.3 The services may not be used for unlawful purposes or in disturbance of others.
- 4.4 The subscriber is entitled to change the international service operator that was chosen by default (by dialing «+» «0» or «188»). Any modification as such will be entitled to a fee. The subscriber has the responsibility to inform the international operator he has chosen of any change of information concerning him or of his status within the network of the Company (for example if he has transferred the property or if he canceled the subscription).
- 4.5 A subscriber is entitled to block outgoing and / or incoming SMS messages. In case of blocking incoming SMS, the subscriber can ask the company to continue to receive service SMS, such as alerts on the usage of the surfing package and such messages from the operator while roaming overseas.

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### 5. Internet Browsing

- 5.1 In exchange for the payment of the package, the subscriber will be entitled to enjoy surfing up to the maximum volume authorized by the offer he has chosen. In the case of consumption of the authorized volume in the particular cycle, the Company shall be entitled to block or throttle the surfing at its choice. There will be no added fee for use exceeding the chosen volume and for which the throttle has been applied.
- 5.2 The subscriber will not be able to transfer an unused balance from one month to the next and will not be able to receive credit for it.
- 5.3 The speed of surfing is not fixed and depends on various factors such as the coverage of the host network, its availability, the ability to load, type of device, etc.
- 5.4 The package includes a surfing volume. The use of the package requires a compatible device and is subject to the conditions of use. In order to track the consumption of the surfing, as well as the additional surfing packages that the subscriber possesses, the subscriber can connect his account on the Company website or by any other means that the Company deems fit to make available to the subscriber. It is not possible to subscribe to more than one mobile browsing package. The Company reserves the right to throttle its surfing speed at its own initiative when throttle is required for regulation purposes and / or to prevent damage to the network or its users.
- 5.5 Mobile browsing speed is not fixed and it depends on various factors such as network coverage and availability, linking technology, designated equipment, network load, cellular network, internet, and other communication networks. The access rate is applicable to every service regardless of the bandwidth available to the subscriber.
- 5.6 High speed surfing may result in increased data consumption in some applications. The company reserves the right to throttle its surfing speed on its initiative, when the throttle is required in order to regulate loads and / or to prevent damage to the network or its users.
- 5.7 The company's security measures are intended to protect the network and are not a substitute for security measures resulting from connection to external communication networks, the ability to receive files, or other information from various sources. The subscriber is responsible for the use of appropriate security measures and any use that will be made of the information or contents is the sole responsibility of the subscriber.
- 5.8 In order to facilitate the control of the use of the data on the device, the company will send to the subscriber's device an SMS message once it has reached 75% of the mobile data package, as well as an additional SMS message approaching the use of 95% of the mobile data package. The message will be sent to the subscriber's device and to the additional telephone number that may have been provided when the contract was signed, if this is the case. Warning messages regarding the end or use of packages are not necessarily accurate and represent only an estimate.
- 5.9 The notice will be sent as soon as possible after the verification (a delay of a few hours or more is possible). The sending of the notice is conditional to the proper operation of the system and the device. Failure to send or receive the notice, for whatever reason, will not establish cause of action, and in any case, the subscriber is liable for payment for the full usage according to the applicable data rates.
- 5.10 Tethering – Enabling a personal access point on the device (if available) and sharing of the subscriber's internet connection may expose users connected to the device to information on the device and subscription information in the various applications and sites, in part because subscribers connected via the access point may be identified by the device as a subscription. Such use is the responsibility of the subscriber only. In the case that the connection to the data is performed on a cellular network of another user. The data displayed in certain applications and sites may be inaccurate.
- 5.11 In the calculation of data, units are charged in relation to volume rather than time and are rounded up to whole units. If no other unit is specified in the rates table, the measurement shall be in units of 1 kilobyte and rounded up to whole units.

### 6. Dangers of browsing the internet

- 6.1 The internet has opened up a new world of knowledge, information, shopping, games and social

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networks accessible to all. In addition to increasing access to information and opening up an entire world of unlimited content and possibilities, a world of possibilities has also been opened to individuals who take advantage of the Internet for the purpose of distributing offensive, inappropriate, or illegal content.

- 6.2 Among the main dangers of surfing the internet are all of the following: (a) Exposure to offensive content such as pornographic, violent, gambling, content of a racist nature, etc. (b) Initiating contact with people of malicious intent, sometimes in use of false identities, to seduce minors (especially in a sexual, nationalistic, or criminal context), defamation, lies and verbal abuse/violence or violation of privacy. (c) Participation in blogs or forums encouraging negative phenomena such as gambling, racism, drug use, etc. Since anyone can open a blog or forum on the internet, without any supervision or guidance, the danger of being exposed to these sites increases exponentially. (d) Disclosure of personal information, means of payment or other identifying information to undesirable persons. (e) Addiction to both internet browsing and specific content such as addiction to surfing pornographic sites or addiction to gaming sites.
- 6.3 It is possible to use the existing technological means currently on the market to filter sites with inappropriate or offensive content, in order to preserve and protect the means by which they are transmitted, against malicious software such as viruses, spyware or spam. Please note that because of the quantity of content on the Internet, various languages, etc. no filter is absolute and does not eliminate the need to utilize other precautionary measures.
- 6.4 Technological means are not a replacement for education and understanding of minors. Minors should be informed with explanation about the dangers and the importance of being alert to exposure to harmful content.
- 6.5 Avoid giving any identifying information on the internet, and it is highly recommended not to upload pictures or other personal content.
- 6.6 For it is impossible to know and control where the content will be shared, appear, or made available on the internet.
- 6.7 Attempt to be vigilant with regard to the parties involved in the network, and explain and encourage minors to be in contact only with people they know personally.
- 6.8 It is recommended that any parent increase their awareness of internet content and dangers hidden online. Increased understanding and awareness on the part of parents will enable them to better understand and deal with the dangers lurking on the internet.
- 6.9 It is important not to rely exclusively on filtering services. Additional information, including tips for safer internet browsing, is detailed in the "Safe Browsing Bulletin" attached to agreement of the company.

### **7. Content Services**

- 7.1 Content services are provided by various suppliers and are their sole responsibility. The company does not control the sources of information and is not responsible for their content, opinions, reliability or their accuracy. The company does not present any position regarding the correspondence, the credibility, the availability, the precision, the absence of viruses or other harmful elements, and the accuracy of the content and services contained in the Content Services for any purpose.
- 7.2 The link on or from a specific site does not constitute support or membership of the company to that site.
- 7.3 In order to verify the conditions and prices applied to the content of third parties, the subscriber must contact the relevant suppliers. The company's access rate may be charged in addition to the supplier's rate.
- 7.4 The company shall not be liable for any loss, damage or destruction, direct or indirect, that would be caused as a result of the reliance placed in the content services.

### **8. Roaming services**

- 8.1 Services abroad / roaming services depend on: (1) rules and coverage of overseas communication network operators who have signed a contract to provide services to the subscribers of the Company; (2) the purchase of roaming services from the company prior to the subscriber's journey;

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and/or (3) bringing a compatible device for the destination.

- 8.2 Not all services accessible in Israel are available while roaming. It is possible to check up-to-date information of coverage areas abroad, accessible services and devices operating in different countries, rates and other conditions, with the customer service of the company.
- 8.3 When using roaming services, the rates charged to all communication services are different from the rates charged on these same services in Israel. In contrast to Israel, while roaming, an incoming call may be charged a fee, and some services provided for free in Israel or at local rates, will be charged at the roaming service rate.
- 8.4 Units of measurement while roaming may differ from those in Israel, and other conditions may apply. Payments for roaming services will apply in addition to the fixed rates that apply according to the subscriber's plan.
- 8.5 Due to the dependence on receipt of billing records from foreign telecom operators, billing for roaming services used by the subscriber may be made after the receipt of the report from the foreign operator and may not appear in the appropriate invoice period for which the service was used but rather in a subsequent invoice.
- 8.6 In most countries, there are several mobile operators. When the subscriber is abroad and his device is turned on, the device will be identified by one of the cellular networks available in the region, and the network selection may not be the most economical option. The subscriber is entitled to change the network to which he has been connected, manually from his device. Before using the device, the subscriber must check that the network he has chosen is the one that appears on the screen of the device, when necessary the subscriber must restart the network selection process manually.
- 8.7 What is stated above does not include the use of Palestinian Authority networks or use in Jordan and Egypt. In order to allow the use of these networks, the subscriber must contact the Company's customer service. Please note that the device may roam unintentionally on the Jordanian or Egyptian telephone networks and receive services at different rates than those charged for the same services on the company's network. This phenomenon can occur especially in areas near the borders.
- 8.8 For further information on international roaming, for further information on mobile phone usage rates in Jordan and Egypt and for information on choosing a network manually, please contact customer service \*0555 (or 1-801-555-000).

### **9. Interruption of services**

- 9.1 Despite the efforts of the host company to provide extensive coverage, its services are available only in the radius covered by its antennas in Israel. Since there are not antennas everywhere, and for other reasons, some areas are not covered or have less coverage by the network. The host network operates through several technologies, but any area covered by the network using technology is not necessarily an area covered by another technology. Coverage areas by different technologies change regularly.
- 9.2 For a variety of reasons, the company may not be able to continue to provide the exact same network coverage that existed at the time of entering into this agreement. The scope and quality of the services are subject to a license.
- 9.3 Restrictions, geographic conditions, weather, radio interference, outages, maintenance, safety and security issues, including networks of other parties to which the network is connected, and other elements, may disturb the service or negatively affect the coverage or quality of service in Israel and/or abroad.

### **10. Service Center**

- 10.1 The company operates a customer service center, which is used to receive inquiries and provide answers regarding all communication services. You can contact the service center by phone, fax or on the company's website. The telephone number of the service center is: \*0555 (or 1-801-555-000). The fax number of the service center is: 074-714-6001. The service center can be reached throughout the week, except Saturday and holidays. The service center's opening hours are from Sunday to Thursday from 9:00am – 6:00pm and Fridays and holiday eves from 9:00am – 1:00pm.



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- 10.2 Insofar as there is a network outage that has led to a service outage, loss or theft of terminal equipment, international roaming services – You may contact the 24-hour service line, except on Yom Kippur, at the number \*0555 (or 1-801-555-000).
- 10.3 The subscriber must notify the company immediately as he becomes aware of a case of theft or loss of equipment, by contacting the Customer Service Center at \*0555 (or 1-801-555-000). In case of theft, the company will block the use of the equipment, free of charge, and at the latest within 30 minutes.
- 10.4 In addition to blocking the SIM card, in case of loss or theft, the subscriber will be entitled to ask the company, free of charge, to also block the device whose identification number (IMEI) is registered from the company on behalf of the subscriber who used it before it was lost or stolen.

### **11. Security of Information and Appropriate Use**

- 11.1 The information that has been programmed on the SIM or on the phone must not be changed unless it is information that must be modified by the subscriber.
- 11.2 It is forbidden to use the services for illegal or harmful purposes, or to cause any damage or disturbance, and it is forbidden to allow others to do the same.
- 11.3 It is forbidden to disturb the functioning of the network, to endanger it, to disturb others, or to put others in danger.
- 11.4 The subscriber is obligated to inform the company immediately if his device or SIM card is lost or stolen. The subscriber will pay for the use of the service until the notification of the theft or loss. The subscriber will be responsible for the use of the services including the payment for the services, even if this was done without his consent.
- 11.5 This agreement is personal and the subscriber is not authorized to provide the services to others, either with compensation or without compensation. In case the subscriber allows others to use the services without compensation, the subscriber will have the obligation to control the use and to verify that the other individual accepts the clauses of the agreement concerning him. In all cases, the subscriber remains responsible vis-à-vis the company according to the agreement.
- 11.6 The Company is entitled to disconnect a subscriber from the network or to limit the services which are provided to him in any situation allowed by law, if one of the essential clauses of the agreement is violated, if he does not pay his debts within the time fixed for the settlement according to this agreement, and if he is asked for a guarantee and he has not provided it within the reasonable time allotted to him. In some cases, the company is entitled, but not obliged, to disconnect the subscriber from the network without prior notice. These cases include illegal use of the device, as explained in this paragraph; non-payment of an invoice for the third time in twelve months; a reasonable presumption of fraud; emergency circumstances; the receipt of a message attached to a certificate or proof that the subscriber has died, and if it is a corporation, that it has ceased to exist; or for customer service requests where the content or quantity is exceptional and may be related to harassment.
- 11.7 The Company is entitled to charge a re-connection fee and to agree the connection of the subscriber only under conditions to be determined at the time of renewal of the connection. The detailed instructions concerning the rights of the subscriber and the conditions under which the Company is entitled to terminate the provision of services appear in the license.

### **12. Security and Backup**

- 12.1 The Company recommends that the subscriber take the appropriate security measures for his device, such as using a passcode. In addition, if the device allows the independent installation of software or content such as games and data, the company recommends that the subscriber not load software from unknown sources, not to open unknown files, and to pay attention to the instructions and warnings regarding data protection and use the appropriate data security measures specific to his device.
- 12.2 The Company is not responsible for any damage that may be caused by viruses and other security issues.
- 12.3 In order to avoid loss of data in the case of damage or loss of the device, it is recommended that you back up the data stored on the device, if it allows. The instructions for making a backup, if pos-

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sible, can be found in the device's user guide.

### **13. Privacy Protection**

- 13.1 The Company shall take reasonable and acceptable safeguards to protect the subscriber's privacy. The information that will be provided at the time of signing the contract and for any other request from the subscriber to the company, will be stored in a computer database, in order to operate, provide and develop the services of the company, improvement of services, billing, for customer relations, customer service and marketing. Subscribers do not have a legal obligation to give personal details, but if they do not provide certain information, the company may not be able to provide certain services.
- 13.2 In accordance with the provisions of the law, Wiretap Act of 1979, the Protection of Privacy Act of 1981, and any other law concerning the protection of privacy of an individual, the company shall not be entitled to listen to the subscriber's telecommunication messages without prior written authorization, except in the case of verification and quality control of the service, or to prevent and/or manage fraud.
- 13.3 The Company is entitled to record the telephone conversations with the subscriber in connection with the provision of the services, and to make use of the recordings for purposes of documentation, quality control, and the prevention of fraud. The Company is entitled to collect, store and document the personal data that the subscriber has transmitted and the information that will be collected regarding the provision of services, including information on outgoing and incoming calls, SMS and incoming and outgoing e-mails, subscriber services, subscriber location in Israel and abroad, the websites visited by the subscriber and the usage of the internet service data by the subscriber.
- 13.4 The Company may be entitled to give information to a third party who works for it and/or on its behalf, information concerning the subscriber, provided that this third party undertakes vis-à-vis the Company to maintain the privacy of the subscriber.
- 13.5 In the event that the subscriber agrees, the Company may publish and notify customers and/or third parties about their subscription to the Company, and regarding its membership to one of its subscriptions, if and insofar as the subscriber is a member of any of them.
- 13.6 If the subscriber agrees, his information could be published as part of a directory service, and thus transferred to a third party. The consent of the subscriber is an agreement to publish its details within a framework of a public information service for the location of telephone numbers, and to transfer to a party for the purpose of providing the information service for locating such telephone numbers.
- 13.7 The subscriber is aware that his telephone number will be identified in any outgoing call/message, unless he requests the blocking of his number on an outgoing call. This block may be removed prior to any call, but the Company is entitled to charge a fee for the removal of a block (temporary or permanent) at the request of the subscriber.
- 13.8 By sending SMS messages or calling emergency calls, the telephone number will be visible to the recipient even if the subscriber has requested that his number be blocked.
- 13.9 Any e-mail message sent by the Company's systems will be identified at least with the email address of the subscriber, so as to identify it.
- 13.10 The subscriber confirms that he is aware of the fact that when surfing the internet and/or downloading applications, software or services of any kind from various sites/providers/ sources (« third parties «) from the device in his possession, it is possible that the information of the electronic device and those concerning his subscription to the services of the company will be disclosed to the third parties, and this may even indicate the geographical location of the device at this time; additionally third parties may regularly send various contents over the device. The subscriber must first check with third parties whether the use of their service includes an exposure of his data including the location of the device.
- 13.11 The subscriber himself is entitled to receive information relating to him from the Company, concerning the situation of his account, only after having identified himself with a representative of the Company and responding to the company's identification procedures.

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- 13.12 The information submitted, collected, or received by the Company in connection with the services shall also be used by the Company to send advertisements on its behalf and for marketing and surveys for the Company, participation in promotions and the granting of benefits and commercial proposals. The subscriber is entitled to terminate the receipt of specific advertisements by fax, automated dialing system, e-mail, and SMS message as well as direct mail. A subscriber who does not want to receive these advertisements may contact the service center of the Company at any time and inform them. In any case, the company is entitled to send to the subscriber announcements concerning the services the subscriber receives (such as alerts regarding packages or invoices) and other announcements that the company is entitled to send even without his agreement.
- 13.13 The subscriber has access to the private information of all users of his device. It is the subscriber's responsibility to verify that users are aware of and accept this.
- 13.14 The company has the right to disclose or reveal subscriber information received by the company in connection with the services, to other relevant parties in Israel or abroad, in such cases, while preserving the subscriber's privacy to the extent of the circumstances: in order to collect payments due from the subscriber or for services provided to the subscriber by the network, to a subscriber's other network or to a service provider while the information transferred is necessary for payment and billing; pursuant to the legal authority, or in accordance with legal provisions of the competent authorities; according to the request of the subscriber, after he has transmitted his personal information, and for one who has been empowered by him for that; For the purpose of repairing faults which come from the network or the supplier; for the provision of services through third parties.
- 13.15 For technical reasons and in order to provide the services, the telephone number of the subscriber's telephone will always be identified by the operators in Israel (and sometimes also abroad) and by other parties, without any link to the blocking of his identity by the subscriber. The Company will allow the public emergency service centers to identify the subscriber's telephone number at the time of the call, even if he has requested the blocking of his number or if he has made a temporary blocking, so that in case of emergency it is possible to locate the subscriber by the public emergency services, such as Magen David Adom, the Israeli police and firefighters to protect the subscriber, his property, and other's and their property.
- 13.16 The subscriber must update the company of any changes to his details so that the company can provide the public emergency services with access to the subscriber.
- 13.17 While roaming, laws regarding privacy may differ from those applicable in Israel.
- 13.18 The subscriber authorizes the company to perform technical processing of content such as emails to adapt to the format of the device and its limitations.
- 13.19 The Company is entitled to take various security measures to protect the network. This may include filtering and screening, and the subscriber authorizes the company to take these actions.

### **14. Company Rates**

- 14.1 Rates and other charges will be determined according to the rate plan (for services to which the rates apply) and according to the Company's general rates (for non-fixed services). The subscriber must check the rate plans for further details.
- 14.2 The Company may set new rates or update its rates every now and then, unless the provisions of the law prevent this, and subject to the clauses of the rate plan of the subscriber (if it exists). For all packages (even those for which the subscriber agrees to remain subscribed to the company for a specified period), there may be rate changes due to external circumstances, such as instructions from the Ministry of Communication, changes in laws and regulations, court decisions, or change in the rates of other companies. In these cases, the Company may change its rates, in accordance with the law.
- 14.3 The price and terms of purchase of products and services of the third parties (different suppliers) purchased through the Company, i.e.: the supplier charges the subscriber the product or service through the subscriber's telephone bill, as well as direct dialing by direct service providers. The subscriber must check them before buying or ordering services. The subscriber agrees that the company bills them for these products and services through their telephone bill.
- 14.4 The rate of sending an SMS message is a rate for each message sent by the subscriber and is not conditional upon its receipt by the addressee, and it will apply even if it has arrived in a distorted



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or partial manner. When sending a long SMS (which contains between 70 and 160 characters - depending on the language), the message may be sent divided into several messages depending on the device, so that the number of characters for each message written is limited, in Hebrew, in Arabic and Russian at 67 characters and at 153 for English. The charge for sending the message will depend on the number or type of message sent, according to the subscriber's rate plan. If you are able to conduct a video conference to another network, a call abroad or a call at a different rate, it will be added to the billing of the video call in the network, an additional fee, according to the destination of the video call. This additional rate may be different from the additional rate applied (if any) to conversations that are not in video, it will depend on the destination of the call and will be applied even if another additional rate is not applied on a call that is not a video call.

- 14.5 The Company's fixed rates are set according to the duration of the call and are specified in shekels per minute and are measured per unit time of one second.
- 14.6 The rate of a call minute, or the rate for sending an SMS, as the case may be, does not apply to calls to Premium services, special numbers, star numbers, etc., or calls to networks of the Palestinian Authority. These rates can be obtained by the customer service of the company and on the Company's website.
- 14.7 The payment for data consumption (mobile internet browsing) will be according to the data package the subscriber has subscribed to. A subscriber who has not subscribed to a data package will be invoiced at the non-package data rate.
- 14.8 Up-to-date information on the company's rates can be obtained by making a request to the company's customer service department or by consulting the company's website.
- 14.9 The company is entitled to charge a fee to the subscriber for a change or switch of package and/or subscription. The amount of the fee may change from time to time as stated on the Company's website.
- 14.10 The rates and prices of the Company as listed in contracts and agreements include VAT (value added tax).
- 14.11 The company's data consumption rates are determined in shekels per 1MB. Volume consumption below 1MB will be rounded upwards.
- 14.12 The Company's rates may be updated from time to time as detailed in the agreement and subject to the provisions of the license of the company.

### **15. Subscriber invoice**

- 15.1 From time to time, the Company will issue and send to the subscriber, the subscriber's invoice detailing the charges for the services used during the last billing period and/or the previous billing period, including the amount of all late interest charges, discrepancies, and collection charges.
- 15.2 The subscriber's invoice will include and detail all the information and data required under the license and the law.
- 15.3 If a credit is given to the subscriber from the company, it will be added to the subscriber's account immediately after the Company has determined the entitlement of the subscriber to such a credit.
- 15.4 The invoice of the subscriber will be sent to the subscriber by e-mail or by any other means that will be agreed upon between the subscriber and the company.
- 15.5 At the subscriber's request, the Company shall issue the subscriber with a call detail. What is stated in paragraph 15.4 above regarding the sending of the invoice to the subscriber, will also apply to the manner of sending the details of the subscriber's calls. The Company will be entitled to charge a fee to the subscriber for the production and delivery of the call details.
- 15.6 The company will be entitled to issue and / or send to the subscriber the subscription invoice and/or the details of the calls (including any attachment) through a third party acting on his behalf and / or for it.
- 15.7 The subscriber is responsible for the device as soon as it is connected to the Company's network. Even if the subscriber disconnects from the network damages the device, or the device is lost or stolen, the subscriber will still be responsible to pay for the balance of the payments for services consumed by the device, if payment has not yet been completed. A subscriber who pays for the

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device in installments through the monthly invoice and the agreement to receive services from the Company has been canceled for any reason, the subscriber must continue to maintain the original payment method with the Company so that the Company may continue to collect the outstanding balance.

- 15.8 Furthermore, if no monthly payment is made for the equipment purchased by the subscriber from the company in the installments agreement, the company is entitled to place the balance of future payments, not yet due for immediate payment, in one sum payment that will be added to the subscriber's overall outstanding debt.
- 15.9 Each monthly payment shall be subject to VAT at the rate applied on the date of issue of the invoice.
- 15.10 The payment for a device does not include maintenance and service. A subscriber who has purchased a new device will benefit from the manufacturer's warranty in accordance with the law.

### **16. Invoice Payment**

- 16.1 The subscriber shall pay the company the amount of payment as stated in the subscriber's account by credit card and / or by direct debit to a bank account, as determined by the company at its sole discretion.
- 16.2 The subscriber shall ensure that the means of payment provided to the company will be honored by the bank or the credit card company. The provision of services is conditional by the authorization of its means of payment by the bank or the credit card company of the subscriber. As long as the authorization is not granted, the company may refrain from provision of services to the subscriber, in whole or in part, or restrict the subscriber's access to them.
- 16.3 If the direct account debit has not been approved or has been canceled, or if the subscriber's credit card has been canceled, or if there has been a change in payment information, the subscriber must notify the company and immediately provide him with an alternate means of payment. The subscriber must verify that the authorization to use the means of payment that he has sent to the company will be valid as long as he is subscribed on the company's networks and as long as the subscriber has outstanding debts. This section is essential to the agreement.
- 16.4 The company is entitled to demand a security or guarantee from the subscriber to secure his obligations under this agreement. Until the subscriber has submitted the deposit or the guarantee, or if the company finds that the deposit or the guarantee is invalid, the company shall be entitled to limit the access of the subscriber to all services, in whole or in part. If the subscriber violates the agreement, the company will be entitled to exercise the guarantee in accordance with the provisions of the law.
- 16.5 The company will return to the subscriber the security or guarantee which he has deposited, after the termination of this agreement, provided that he has fulfilled all his obligations under this agreement. In any event, the company is not obligated to return the guarantee to the subscriber before one month has elapsed from the date of cessation of the services.
- 16.6 The company is entitled to limit the amount of debt that the subscriber is allowed to accumulate on his account. The company reserves the right to disconnect services to the subscriber if he exceeds this limit.
- 16.7 A modification of the means of payment by the subscriber shall be subject to prior agreement of the company.

### **17. Interest on Late Payment and Collection Fees**

- 17.1 Any payment, or part of a payment that is not paid by the subscriber to the company on the date fixed for its payment, will be subject to interest and penalties, commencing from the date of the fixed payment and up to the date of actual payment.
- 17.2 The interest rate on late payments shall not exceed the rate fixed according to the definition in paragraph 1 of the Interest Act of 1961. Information on late payment interest is available upon request from the company's customer service department at \*0555 (or 1-801-555-000). This information is also available on the company's website.
- 17.3 The company will charge the subscriber with payment of collection expenses for any payment that

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will not be made by the subscriber on the fixed date, and provided that at least fourteen (14) days have elapsed since the date of payment, except in the case a refusal of payment by the bank or the credit card company to approve, the company will then charge the subscriber for collection costs upon receipt of the refusal as stipulated. The recovery fee rate will be up to 10% of the subscriber's total debt to the company (plus VAT) and in any case will not be less than fifty (50) shekels (plus VAT). Collection expenses, including the legal treatment that the company or the person it designates and/or works on its behalf to recover the debt from the judicial authorities. For the avoidance of doubt, if the company requires to initiate legal proceedings against the subscriber for non-payment, these proceedings will be subject to additional fees that will be the sole responsibility of the subscriber.

### **18. Exemption from Liability; Limitation of Liability**

- 18.1 The company, its employees, and all those acting on its behalf shall not shall bear no contractual liability or responsibility for any damage other than direct damage caused by the limitation or termination of the services and damage resulting from intentional or gross negligence of the company, its employees, or those acting on its behalf.
- 18.2 The company, its employees and all those acting on its behalf shall not be held liable in the event of exemption from liability in accordance with section 41 of the Communications Act 1982. This exemption applies to: damage caused by failure to supply the services, suspension, limitation, or termination of services as a result of deliberate actions of the company required for the performance of a telecommunications operation or the provision of a telecommunications service; delivery of a false message for the wrong reason or erroneous registration in the subscriber's directory or in another publication of the company (unless the damage is caused by gross negligence), or where damage was caused by fraud prevention measures, to the extent necessary to locate and terminate the fraud.
- 18.3 Additionally, the company, its employees and all those acting on its behalf, shall bear no responsibility for any damage caused as a result of circumstances beyond its control, including of supreme force, fire, war, terrorism, serious public order riots, a shortage of reasonable resources for the supply of essential equipment to the system, acts or failures of another communication provider or the limits imposed by it, laws, decrees, governmental decrees, network restrictions that do not exceed the terms of the license, military or security restrictions, anti-fraud measures, or other factors beyond the control of the company, are all subject to fact that the stated cases are not under the control of the company and that despite the reasonable means, the company is not able to meet its obligations.
- 18.4 Without detracting from the above, we it would be mentioned that the quality and existence of the service depend on the nature of the connection of the device to the cellular network and host network, as well as factors that are not controlled by the company or the host network, such as blockages, failures of other networks to which the host network is connected, weather conditions, difficulties in authorizing the establishment of antennas and their installation, etc.
- 18.5 For various technical reasons, some of the data transmitted via SMS messages, as well as mobile internet links, etc. do not reach their intended recipient, or delay in arriving or arrive damaged. The company does its best to prevent such failures but does not guarantee faultless service.
- 18.6 The company's internet browsing services are also affected by the availability and quality of the internet connection, both at the infrastructure level and also ISP level which provides with connectivity. Actual surfing / data transfer speeds through the device are updated regularly and in different regions and are subject to host network support, coverage areas, and additional factors.
- 18.7 Nothing in this section shall detract from any immunity granted and / or to be granted to the company under any law.

### **19. Management of Public Complaints**

- 19.1 The company has appointed a Public Complaints Officer («Complaints Officer») whose role is to investigate the complaints of subscribers, including those requesting services, regarding the services, and also to investigate subscribers' complaints about the invoices the company sent them and to provide answers.

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- 19.2 The Public Complaints Officer will respond in writing to complaints received in writing.
- 19.3 The Public Complaints Officer acts in accordance with the company's policy and the company provides him with all the necessary assistance to fulfill his duties.
- 19.4 The subscriber shall be entitled to submit a complaint as stipulated to the complaints officer provided that the complaint is sent to him by one of the following means:
- 19.4.1 By e-mail: [tlunot@annatel.net](mailto:tlunot@annatel.net)
  - 19.4.2 By fax: 074-714-6001;
  - 19.4.3 By Post ; Haoman 27, Jerusalem 9342181.
- 19.5 Any differences of opinion that may arise between the company and the subscriber, for all that concerns the understanding or the application of this agreement, shall be forwarded for investigation to the complaints manager.
- 19.6 It is hereby clarified that complaints lodged with the complaints officer as stipulated above in this paragraph, cannot prevent the subscriber or the company from bringing the matter before the authorized courts, or revert to the liability of the company to act according to the instructions of the license concerning the supply of the services or its stop following the non-respect of the conditions of the agreement.

### **20. Subscriber Liabilities and Plans**

- 20.1 The subscriber undertakes that under the use of the device, he shall act in good faith and in an acceptable manner, shall make fair use of the communication services, and shall not do or act in any manner which constitutes or is likely to be considered as abuse.
- 20.2 Unlimited package refers to use in Israel only, and is subject to reasonable and fair personal use, in good faith, and in an acceptable manner. The device must not be connected to the central unit of a computer, broadcast device, external software, etc.
- 20.3 Personal use does not include: (a) commercial / political use such as: telemarketing, surveys, message distribution, referral to other destinations, votes, customer loyalty clubs, etc. advertising, commercial advertising, sales force, and marketing; (b) a use that provides a service to others; (c) indirect use including via website; (d) malicious use, abuse in context; The company is entitled to add restrictions to personal use with advance notice.
- 20.4 Without detracting from the above mentioned, a usage greater than 199 different monthly recipients during a single billing cycle, or a call lasting more than 120 minutes, or the sending of more than 5000 monthly SMS, shall be considered as non-personal, non-reasonable use and dishonest.
- 20.5 In case of non-personal use, reasonable and honest, or in case of use that exceeds the limitations described above, the subscriber will be charged for uses according to current rate, multiplied by the amount concerned for this excessive use. In addition, in this type of case, the company will be entitled to limit or terminate the subscriber's services, including termination of a call that lasts longer than 10 minutes.
- 20.6 Free calls to the service center and calls to emergency services will not be included in any calls / messages mentioned above.
- 20.7 The packages do not include video calls, calls and sending messages to services, games, star numbers, special numbers etc. These will be charged according to specific rates for each as they apply. Additionally, the packages do not include calls to networks of the Palestinian Authority (Jawal, Paltel, ...) and to international operators.
- 20.8 Upon selection of a package, all conditions/ benefits / discounts granted to the subscriber according to previous package / plan will be canceled.

### **21. Cancellation/termination of contract/services**

- 21.1 The subscriber is entitled to cancel his contract between him and the company at any time and to request the termination of the services, by request addressed to the company by one of the following means:
- 21.1.1 By telephone: \* 0555 (or 1-801-555-000) ;
  - 21.1.2 By mail: [support@annatel.us](mailto:support@annatel.us);

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- 21.1.3 By fax: 074-714-6001;
- 21.1.4 By post: Haoman 27 - Jerusalem 9342181.
- 21.2 The termination request must include the subscriber's name and identity number. An oral request must include additional identifying details that the subscriber agreed to at the time of agreement.
- 21.3 A subscriber who requests for termination of service will receive a final invoice corresponding to the last month of use that will be sent to him in the subsequent billing cycle.
- 21.4 The porting out of the telephone number (line) shall be considered as a request of the subscriber for the termination of the contract.
- 21.5 The services may be temporarily suspended once a year for a period of 30 to 90 days. Such suspension shall freeze any additional service related to the provisionally interrupted service, to the extent that it exists. The interruption of the service and its invoicing will be carried out on the date fixed by the subscriber in his request, and if he did not specify a date - within one working day as from the reception of his request once the company has verified the legitimacy of its request. The interruption of the service does not exempt the subscriber from paying his debts in accordance with the contract. The company will renew the interrupted services as stipulated in this paragraph at the end of the period of discontinuation of the service, without prior announcement on its part. If the subscriber requests the company, in writing, to renew the services interrupted provisionally at his request and before the end of the period of discontinuation of the service, the company will renew the services no later than one working day after the date on which the subscriber has made the request.
- 21.6 The subscriber is entitled to terminate and disconnect permanently from any service of the company, unless it has been expressly agreed otherwise. The termination of the service and the cessation of the invoicing will be carried out on the date specified by the subscriber in his request and if a date was not mentioned, at the latest one working day as from the reception of the request and once the company has verified the legitimacy of the request. The cessation of services does not exempt the subscriber from paying his debts in accordance with the contract. The final bill will be sent to the subscriber within two months of termination of the service.
- 21.7 If the subscriber has purchased/rented equipment from the company and pays for it monthly, the subscriber will have to add and keep the valid means of payment sent to the company to pay the monthly invoices and so that the company can collect from the subscriber the sums for the unpaid equipment.
- 21.8 The company shall be entitled to cancel the contract and cease to provide services to the subscriber, in whole or in part, temporarily or permanently, if the subscriber has not paid the bills on time for the services provided by the company, if there is a reasonable suspicion of fraud through the subscriber's equipment or through the functionality of the final equipment, if the subscriber has been declared bankrupt or he has been placed under the supervision of a liquidator, if he is seized by the bailiffs provisionally or definitively, put into liquidation, in the event of death or in any other case for which the company is obliged or entitled to do so according to the license and/or the law.
- 21.9 In case of suspicion of illegal use of the device/card, according to the parameters of the company, the service will be disconnected.
- 21.10 The company will be entitled to reduce the speed of transfer of the subscriber's data at its sole discretion in any of the following cases: (1) the subscriber has made dishonest use or allowed others to use the same, or has acted in a way which constitutes or could be considered as abuse; (2) The subscriber makes use of the services three times higher than the average quantity of a subscriber of the company of the same type; (3) the extent or manner in which the subscriber's connection services are used by the subscriber, disrupts the operation of the network and / or other users of the network; (4) the subscriber uses connection services for the purpose of file sharing software and / or contents between different users.
- 21.11 The company is entitled to disconnect a device that causes disruption in the provision of services to other subscribers and/or network activities.
- 21.12 In the event of non-payment of an invoice, the company will be entitled to disconnect the lines in the possession of the subscriber, or part of them, even in the case of separate service subscriptions for each of them, and even if a separate claim has been made.



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- 21.13 The company is entitled to disconnect or temporarily limit the services, in whole or in part, due to maintenance operations, disruption in the provision of services after or in case of emergency or for reasons of national security, the whole being subject to the terms of the license and the law.
- 21.14 The company is committed to ensuring that, during the period of control, maintenance and handling of malfunctions, it will act to minimize, to the extent possible, the damage, if any, in the continuity and quality of the services.
- 21.15 In the event that the join to the Company's communication services was through 'remote sales' and the subscriber is a 'consumer' within the meaning of these terms in the Consumer Protection Act 1981:
- 21.15.1 The subscriber has the option to cancel the transaction within 14 days of joining the services.
- 21.15.2 In order to take advantage of the right to cancellation of said services, the subscriber must return the purchased device in its original packaging, without defects, and submit the invoice of the purchase.
- 21.15.3 The subscriber will be billed a cancellation fee of 5% of the purchase price or a sum of 100 shekels, whichever is lower.
- 21.15.4 In all cases, the subscriber will have to pay the amount of services used until the date of cancellation.
- 21.15.5 If no date has been specified in the notice, a cancellation following an oral request will be effective within three working days from receipt of the request. In case of sending a cancellation request by registered mail, the cancellation will be made within six working days. A cancellation following a written request will come into effect within one business day, unless otherwise stated in the application.

**We, here at Annatel, would like to thank you for choosing us as your cellular provider and we wish you efficient and enjoyable use of our communication services!**