

Subscription Terms & Conditions

1. DEFINITIONS:

The following words and abbreviations shall have the meanings assigned below, unless the context requires otherwise:

“**Agreement**” shall mean this agreement including any referenced documents and applicable CITC Terms of Service.

“**CITC**” means the Communication Information Technology Commission in the Kingdom of Saudi Arabia.

“**ITC or Company**” means the Integrated Telecom Company.

“**Equipment**” shall mean the equipment required to receive, access and operate the Service(s).

“**Service(s)**” means services provided by ITC to the Subscriber in accordance with the Subscription Agreement Form.

“**Subscriber**” shall mean the individual, a corporation, or a legal entity who incurs usage charges for the Service.

“**Subscription Period**” shall mean the period the Subscriber agreed to procure the Service described in the Subscription Agreement Form.

“**Subscription Agreement Form**” means the Subscriber’s request to avail Services and an acceptance of the charges stipulated therein in accordance with this Agreement.

2. ORDER OF PRECEDENCE:

Service(s) provided by ITC under this Agreement will be governed by CITC Protection of Telecommunication and Information Technology User’s Rights, Regulations and Terms of Services July 2020 G ([available here](#)) (approved by CITC decision No. (423/1441) dated 27/12/1441 correspondent to 16/08/2020G and this Agreement respectively.

3. AGREEMENT TERM:

The term of this Agreement shall be one year equivalent to the Subscription Period selected by the Subscriber in the Subscription Agreement Form (the “Initial Term”) which shall commence on the service activation date. This Agreement term shall renew automatically for an equal period as the Initial Term (each a “Renewal Term”) unless terminated in accordance with the terms of this Agreement.

4. PROVISIONS:

- 4.1. ITC use the DHCP (Dynamic Host Configuration Protocol) that enables to automatically assign an IP address for the Service.
- 4.2. Title and intellectual property rights to the Service are owned by ITC, its agents, suppliers, affiliates or their licensors or otherwise by the owners of such material are protected by copyright laws and treaties.
- 4.3. Subscriber shall not resell, share, or distribute the Service or any portion thereof to any third party without the prior express written consent of ITC as this Service is offered to serve one residential unit.
- 4.4. The Subscriber has the right to obtain a copy of this Agreement.
- 4.5. The Subscriber shall be responsible for the accuracy of the data and information provided to ITC and shall notify the ITC about any change thereto.
- 4.6. ITC shall supply the procured Services to the Subscriber a) after the fulfillment of subscription conditions and b) subject to availability of i) ITC network resources; ii) required facilities at Subscriber site.
- 4.7. The Subscriber shall be responsible for protecting the devices provided by ITC against viruses or damages that may affect the device performance. In case the device fails due to misuse or negligence of the Subscriber, the Subscriber agrees to pay an amount equivalent to the value of cost of repair or replacement.
- 4.8. The Subscriber agrees to provide ITC with any information that it requires for establishing and/or auditing and/or administering the Subscriber’s accounts and facilities therewith and authorize it to obtain and collect any information as it deems necessary or in need regarding the Subscriber’s accounts and facilities therewith, from the Saudi Credit Bureau (SIMAH) and to disclose and share (inclusive of data pooling) that information to the said company (SIMAH) or to any other agency approved by Saudi Arabian Monetary Agency (SAMA). ITC shall use Absher Verification service to validate Subscriber authenticity.

5. PAYMENTS:

- 5.1. Subscriber agrees to pay all charges and fees associated with the use of the Service(s) as specified in the Subscription Agreement Form.
- 5.2. For postpaid packages: Subscriber agrees to pay one month subscription fee as a deposit prior to service activation which shall be a) refunded to the Subscriber at the end of the Initial Term; or b) set off against fees payable for the last subscription month of the Initial Term. Subject deposit amount shall not be refunded in the event Subscriber terminate this Agreement prior to the completion of the Initial Term

- 5.3. The Subscriber shall pay the value of the devices/modem and installation expenses for the subscribed Service to ITC either a) in monthly installments or b) as lump sum value based on the type of Service unless such costs are included in the Subscription Agreement Form as part of a promotion.
- 5.4. ITC may announce special pricing offers with lower subscription rates and such rates may or may not apply to this Agreement
- 5.5. If the Subscriber opt-in for credit card auto payment mandate service, Subscriber's designated credit card shall be automatically charged each time when the subscription fees are due for the subscribed Services.
- 5.6. In case of cancellation of the credit card assigned under auto payment mandate, at least thirty (30) days prior to such cancellation, the Subscriber must call ITC customer call center (Tel:920000788) or inform in writing at the nearest ITC office and provide an alternate payment method acceptable to ITC.

6. SERVICE RELOCATION, SUSPENSION AND TERMINATION:

- 6.1. ITC may suspend or terminate this Agreement, if the Subscriber fails to comply with any term of this Agreement or due to non-payment of the fees by the Subscriber or if requested by CITC.
- 6.2. Subscriber's request for any of the below listed services which could be availed by calling ITC contact center or by visiting an ITC office shall be subject to the payment of the applicable fees stated therein.

#	Request type*	Fees – SR
A	Relocation (subject to availability of network resources)	615
B	Suspension (maximum of 12 months)	53 per month
C	early termination of 12 months Subscription Period	130** for each remaining month of the Subscription Period

* The above mentioned fees are excluding the Value Add Tax.

**The cost of a) installation and activation = 900 + b) device/modem = 660 Total 1560/Subscription Period.

7. LIMITATION OF WARRANTY AND LIABILITY:

- 7.1. Unless expressly stated herein or CITC Terms of Service:
 - 7.1.1. All representations and warranties of any kind express or implied, including, without limitation, any warranties (1) non-infringement or (2) protecting the Subscriber from the dangers of the internet and hacking (3) of Service fitness for other purposes or merchantability, are hereby excluded.
 - 7.1.2. ITC or its content providers shall not be liable for any direct, indirect, incidental, special, punitive or consequential losses or any other foreseeable or unforeseeable loss resulting directly or indirectly in connection with the Service(s) that may be suffered by the Subscriber.
 - 7.1.3. ITC shall not liable for Service degradation inside the Subscriber's premises due to structural obstacles.

8. AGREEMENT:

- 8.1. This Agreement constitutes the entire agreement between ITC and Subscriber.
- 8.2. In case any contradictions between the English and the Arabic version of this Agreement, the Arabic version shall prevail.

By signing this Agreement Subscriber acknowledges and accepts these terms and conditions which will govern Subscriber's relationship with ITC and Subscriber acknowledges receipt of a copy of this Agreement.