



# General Terms and Conditions for Consumer Services

## Welcome to Ooredoo Q.P.S.C.

BY SIGNING AN OOREDOO APPLICATION FORM FOR SERVICE, OR BY ACTIVATING OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (“GENERAL TERMS AND CONDITIONS”). PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS.

### 1. GENERAL:

These General Terms and Conditions and our Service Tariffs and Application Form constitute the terms of your Agreement with Ooredoo for any telecommunications service that we provide you (“Service”), as well as any related software, content, or equipment. These General Terms and Conditions supersede all earlier versions and any contract into which you may have entered with Ooredoo. The General Terms and Conditions, your Application Form and the applicable Service Tariff together are referred to as the (“Agreement”). To the extent that these General Terms and Conditions conflict with the applicable Service Tariff, the terms of the applicable Service Tariff shall prevail.

### 2. CHANGES TO THE AGREEMENT OR CHARGES:

Ooredoo may, from time to time and consistent with its obligations under the Applicable Regulatory Framework and the approval of the Communications Regulatory Authority, if required: (a) modify the fees and charges contained in the Service Tariff; (b) make changes to these General Terms and Conditions with reasonable notice to you or (c) change our Numbering Policy. Any amendments to our Tariffs or General Terms and Conditions will be effective when posted on our website at <https://www.ooredoo.qa>. They may also be communicated to you by other means such as by SMS or by voicemail. Your continued use of the Service constitutes your acceptance of the changes. We encourage you to check our website from time to time to keep up to date with the latest versions of these General Terms and Conditions of Service and our Service Tariffs.

### 3. ELIGIBILITY:

- 3.1 You must be 18 years old or older to be eligible to subscribe to Consumer Services.
- 3.2 Some prospective Customers may be ineligible for certain services because of poor credit history, their historic record of payment for Ooredoo services or other factors.
- 3.3 Business Customers are not eligible for Ooredoo Consumer Services.
- 3.4 If you are refused any of the services because of ineligibility, you are entitled to a clear justification for such refusal in writing.

### 4. DEFINITIONS:

4.1 Applicable Regulatory Framework: The terms and conditions of Ooredoo’s applicable licenses and annexures, relevant legislation and international treaties, and any regulations, decisions, orders, rules, instructions or notices issued by the Communications Regulatory Authority (hereinafter the “CRA”).



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- 4.2 Application Form: The form, in paper or electronic format that you complete and sign to order, activate or use the Service.
- 4.3 Day: 24 hour period.
- 4.4 Products and Services: Any product or service provided to Ooredoo customers either directly through Ooredoo Sales channels or through any of Ooredoo's Authorized Dealers. Please visit [www.ooredoo.qa](http://www.ooredoo.qa) for our full list of available consumer services.
- 4.5 Ooredoo Q.P.S.C. is a Qatari Public Shareholding Company based in Qatar engaged in the provision of domestic and international telecommunications services.
- 4.6 Customer or "You": The person or entity that enters into an agreement with Ooredoo to receive and pay for the Service.
- 4.7 Service Tariff: Ooredoo's official list of prices and accompanying terms and conditions that govern a particular Service.
- 4.8 Telecommunications Law: Decree Law No. (34) of 2006 on the promulgation of the Telecommunications Law as amended by Decree Law No. (17) of 2017.

## 5. BILLING AND CHARGES:

- 5.1 You agree to pay Ooredoo for the provision of the Service, whether you or someone else uses the Service, in accordance with the applicable Service Tariff.
- 5.2 Ooredoo provides electronic billing or "e-billing" to all of its consumer customers. Customers also have the option of receiving paper bills on a customer account basis. You are required to select only one mode of dispatch. You may change your desired dispatch mode by contacting our Customer Care channels or by visiting an Ooredoo retail store. Ooredoo cannot be held liable for delayed bill delivery provided by third parties or where you neglect to access your e-bills on a monthly basis.
- 5.3 Most charges will appear on your bill immediately following the time period in which charges were incurred. If you are roaming in countries where charging is not available in real time, your service usage may be billed in a subsequent month. You are nevertheless required to pay all billed charges when they fall due, as stated on your bill. For more information, please refer to your Service Tariff published at <https://www.ooredoo.qa/portal/OoredooQatar/regulatory>.
- 5.4 Any mathematical error made by Ooredoo or any of its representatives does not constitute an offer and thus may be corrected or modified by Ooredoo.
- 5.5 Non-payment: If you do not pay your bill on or before its due date, Ooredoo may suspend, restrict, or disconnect your Service, and/or cancel your account where your bill continues to remain unpaid after its due date. You may be charged an administrative fee in cases where Ooredoo suspends or restricts your Service when you do not pay your bill by its due date.
- 5.6 Ooredoo will remove a Service suspension or restriction after all outstanding balances have been paid. In cases where the Service has been cancelled, Ooredoo will restore the Service after all outstanding balances have been paid and the customer has paid a reconnection fee.

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- 5.7 Any dispute in the billed amount must be reported to us within 45 days of the bill issue date through our official Customer Care channels. Ooredoo has no obligation to accept billing complaints reported after this 45 day period has expired.
- 5.8 Customer may request copies of previous billing statements within the last 12 months of service for a nominal fee or download copies of these statements for free online.

## 6. CONSUMER CREDIT LIMIT:

- 6.1 Ooredoo will assign initial credit limits to Customer accounts that will set a charging threshold where applicable. Changes to credit limits will be granted at Ooredoo's reasonable discretion and you may be required to pay a deposit or provide your credit card details. If you provide us with your credit card details for the purpose of increasing your credit limit, you agree that Ooredoo may use these details to recover any amounts on your account that remain unpaid after your bill due date.
- 6.2 Customers with outstanding charges that are close to exceeding their credit limit will receive a notification in advance from Ooredoo where circumstances are within our control. In some circumstances for example in cases of international roaming where charging is not in real time, we may be unable to notify you in advance that you are close to exceeding your credit limit.
- 6.3 Customer credit limits cannot be relied upon in all circumstances to restrict your liability for charges in excess of your credit limit due to the inherent limitations of billing practices. In some circumstances your bill may exceed your credit limit as explained in 6.2 above. Your bill may also exceed your credit limit in cases where you have neglected to pay your previous bill(s) by their due date(s) and this unpaid amount is carried over to a current billing statement.

## 7. TERMINATION AND CANCELLATION:

- 7.1 Once your Service has commenced or your account has been activated you may cancel the Service for any reason. However, if you cancel before the Minimum Service Period, Ooredoo is entitled to charge you an early cancellation fee equal to the amount due under the remaining term of the Minimum Service Period ("Cancellation Fee"), or as provided in the Service Tariff. Subject to the terms and conditions in the applicable Service Tariff, cancellation after the end of the Minimum Service Period will not result in any additional liability as a result of the cancellation.
- 7.2. If Ooredoo makes a materially adverse change to the Service during your Minimum Service Period, you can cancel the impacted Service without paying an early Cancellation Fee. We will provide 30 days notification to you of any materially adverse change. Where you do not accept this change, you must cancel the Service within 15 days of receiving our Notice. An increase in the price of any of your Services is a materially adverse change. But not all changes are materially adverse. For example, (1) increases to international roaming rates; (2) fees and taxes imposed by the government and (3) changes to Qatar's legal and regulatory framework are not materially adverse changes.
- 7.3 Ooredoo may also terminate your Services in cases where your RP/QID has been cancelled.



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## 8. MINIMUM SERVICE PERIOD:

Unless otherwise stated in the applicable Service Tariff, the minimum service period for Ooredoo Consumer Services is three (3) months. Cancellation of the Service prior to that time will result in applicable charges due and payable for the remainder of the minimum service period.

## 9. EQUIPMENT:

- 9.1 Unless stated in the applicable Service Tariff or in a written agreement otherwise, equipment provided by Ooredoo is Ooredoo's property and may be modified or substituted only by Ooredoo from time to time in order to maintain a consistently high level of service quality.
- 9.2 You may not sell, lend, dispose of, move, damage or otherwise interfere with Ooredoo equipment.
- 9.3 You are required to keep Ooredoo equipment safe, and to use it only in accordance with the instructions provided by the manufacturer and Ooredoo.
- 9.4 You must notify Ooredoo of any loss or damage to any part of Ooredoo's equipment immediately upon becoming aware of such loss or damage. You are responsible for Ooredoo's equipment in your possession and may be liable for loss or damage caused by you or while equipment was in your possession or at your premises, other than fair wear and tear in the ordinary course of usage.
- 9.5 Ooredoo will remain responsible for all equipment rented to Customers to ensure their proper functioning for the intended service. If you rent equipment from Ooredoo, you may not interfere with or seek assistance, from any party or person other than Ooredoo or an Ooredoo authorized representative, to repair, maintain or modify such equipment. You may be liable for any loss or damage resulting from breach of this condition.
- 9.6 Ooredoo will provide to you a limited warranty for 'Ooredoo' branded equipment only. Ooredoo's limited warranty guarantees that during the warranty period Ooredoo will repair or replace at Ooredoo's discretion, any manufacturer defective product or component or will replace any defective product with an identical item at no charge to the Customer for either parts or labour. The full terms and conditions of the limited warranty are set out in the documentation issued with your 'Ooredoo' branded equipment. Ooredoo does not provide any kind of warranty for equipment that is not 'Ooredoo' branded.

## 10. INSTALLATION OF EQUIPMENT:

You agree to allow us reasonable access to your premises if we need such access in order to install, provide or maintain any of the Services or any associated equipment. Should Ooredoo need permission from another private party or a public authority in order to connect or install equipment or facilities on private or public land/premises, you agree to provide reasonable assistance to Ooredoo in our efforts to obtain any necessary permission required to obtain access to your premises. If we cannot obtain the required permission, we may not be able to provide the Service to you. Repeated unsuccessful visits to your premises for this purpose may result in charges imposed on you for such repeated visits to the extent arranged in advance and agreed by you.

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## 11. CONNECTING CUSTOMER EQUIPMENT:

You agree not to connect any equipment or facilities to our network that have not been Type Approved by the CRA or that do not comply with the technical standards and specifications for telecommunications equipment approved by the CRA.

## 12. USE OF OOREDOO SERVICES AND EQUIPMENT:

12.1 You may not use or attempt to use, or authorize others to use, the Service, the network or the equipment in any way that:

- violates any applicable law, the Applicable Regulatory Framework, your Agreement with Ooredoo or the conditions of any license or rights of others;
- causes annoyance or disturbance of the peace;
- sends, knowingly receives, uploads, downloads, or uses any material that is offensive, abusive, defamatory obscene, menacing or illegal;
- we reasonably believe will adversely affect the provision of the Service to you or any of our customers;
- violates any copyright or other intellectual property rights of any person;
- accesses or attempts to access any computer system or network or any private information resources unlawfully, for unlawful purposes or without the consent of the holder of such information or resources;
- obtains or uses the password of any person without his/her consent;
- commits any criminal or illegal act, achieves any unlawful purpose, uses the Service for the purposes of gambling or immorality or exercises any activity in violation of the public order;
- poses an immediate and substantial risk to human safety or Ooredoo's network, national security or public order, or otherwise violates applicable law or regulation.

12.2 If we reasonably believe you have misused the Service, we may take immediate action to suspend the Service and terminate your Agreement. Ooredoo may also permanently disconnect the Service and terminate your Agreement in accordance with the Applicable Regulatory Framework, including pursuant to any valid orders of any court or other authority.

12.3 Excessive use: The Service is offered for reasonable use only. Excessive use of the Service beyond that which, in Ooredoo's reasonable discretion, is used for normal consumer Service and which, as a result has the potential to negatively impact the quality of service available to other Ooredoo customers may result in cancellation of the Service.

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## 13. DEVICE REFUNDS:

Except for the circumstances described under clause 9.6 above, Ooredoo will only refund purchases of unused devices. The Customer must return these devices to Ooredoo retail outlets within 15 days of purchase in their original packaging, which has not been opened or damaged and includes instruction manuals and all accessories.

## 14 TELEPHONE NUMBERS:

- 14.1 Pursuant to Article 35 of the Telecommunications Law, there are no ownership or special rights on telephone numbers other than the right of use. If we provide you with a telephone number, either without consideration or for a fee, you do not own the number, which remains the property of the State of Qatar and under the administrative control of the CRA. The CRA sets and maintains the National Numbering Plan which reserves the right of the service provider and the CRA to suspend and withdraw any assigned number. In addition, the CRA may, when necessary, make changes to the numbers allocated to Ooredoo. You acknowledge and agree that Ooredoo may need to suspend and withdraw or make changes to the numbers assigned to you. If you have paid Ooredoo for a number that is required to be withdrawn, you may request substitution with another number, or fair compensation from Ooredoo following the return of the number in accordance with Article 35 of the Telecommunications Law. Ooredoo will notify you in advance of any necessary change or withdrawal of your assigned number as soon as reasonably possible.
- 14.2 The telephone number is associated with an Ooredoo service and in the case of termination, cancellation or otherwise expiration of the Ooredoo service, the number will be placed in quarantine for a period of 180 days ("Quarantine Period").
- 14.3 You hereby acknowledge that a number not claimed or which remained inactive within that Quarantine Period might be permanently terminated, at Ooredoo's sole discretion, without any right of recovery, or any right for compensation. You also hereby acknowledge that the responsibility to ensure that the telephone number remains active lies solely on the Customer holding the right of use. For the avoidance of doubt, the Quarantine Period shall begin at the end of any grace or suspension period as defined by the CRA.
- 14.4 You may transfer your account, including any telephone number assigned to you, to another person, provided that you obtain Ooredoo's prior written permission that such transfer complies with any legal and regulatory requirements applicable in the State of Qatar, and subject to the applicable fee as specified in the Service Tariff.
- 14.5 You may also port your number/s, including toll free numbers from another service provider to Ooredoo or vice versa. The porting process, its terms and conditions and application form can be found at <https://www.ooredoo.qa/portal/OoredooQatar/switch-to-ooredoo>.
- 14.6 For the avoidance of doubt, this clause 14 shall apply to both fixed line telephone and mobile telephone numbers.





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## 15 ADDITIONAL TERMS FOR OOREDOO USERS OF INTERNET SERVICES AND SOFTWARE:

- 15.1 If Ooredoo provides you with an Internet access service, you accept that you are using the Internet at your own risk.
- 15.2 Ooredoo cannot be held responsible for the Customer's use of third party services provided via the Internet, especially where charges occur related to this usage. If a Customer disputes a charge incurred over the Internet for non-Ooredoo products and services, the Customer must dispute the charge with the appropriate vendor.
- 15.3 You may use software supplied by Ooredoo or by a third party, provided that it complies with these General Terms and Conditions, and with all terms and conditions set out in the specific Service Tariff.
- 15.4 Ooredoo is responsible for any manufacturing defects in any software provided to you as a part of the Service, whether developed by Ooredoo or by third parties. Ooredoo is not responsible for any loss or damage of any kind whatsoever arising out of your use or failure to use as directed any software supplied by a third party, including due to defects in the software.
- 15.5 Ooredoo cannot be held responsible for any applications, services or software or their functionality that you may download from third parties. Please review the terms and conditions of these third party vendors before downloading or using their products and services on your device.

## 16. DISRUPTION OF SERVICES AND TECHNICAL CHANGES:

Ooredoo may occasionally need to interrupt the Service for scheduled required maintenance, test procedures or other technical work, including network upgrades. Ooredoo will endeavor to notify you 24 hours in advance of such disruption where possible.

## 17. SUSPENSION AND DISCONNECTION:

Ooredoo may suspend, restrict or disconnect the Service temporarily or permanently for any of the following reasons set out below. Where possible and appropriate, Ooredoo will provide adequate notice to you to avoid disrupting the Service unnecessarily:

- If the Customer exceeds his applicable credit limit, or fails to pay his bill or other Ooredoo charges;
- If the Customer breaches any of the Service conditions, in particular, Article 12 (Use of Ooredoo Services and Equipment);
- If Ooredoo ceases to provide the Service to the public for any reason, taking into account its relevant obligations under the Applicable Regulatory Framework;
- If any competent authority prohibits the provision of the Service in Qatar.

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## 18. LIMITED LIABILITY:

18.1 Ooredoo will use its best efforts to provide a quality and continuous Service to you and remedy any defect (including repairs or replacement, as applicable) that may occur related to the provision of the Service and/or issue refunds within a reasonable period of time from becoming aware of such defect.

18.2 Ooredoo does not guarantee that the Service or associated equipment provided by Ooredoo will never be faulty. Unless otherwise required under applicable law or regulation, we have no responsibility to pay you compensation for any direct or indirect financial loss, loss of productivity, information that is lost or corrupted, or for any loss that could not have been reasonably foreseen (expected) or that is not due to Ooredoo's gross negligence.

18.3 Ooredoo shall not be liable for any of the following:

- Any damages or losses that may be incurred by you due to 1) the temporary or permanent disconnection of the Service as a result of your failure to pay Ooredoo's charges or your breach of the Agreement; 2) the suspension of the Service for maintenance, or for repair of defects; 3) any delay in connection, reconnection, termination or any modification of the Service;
- Termination of any Service to the public for any justifiable reason, subject to an appropriate notice period including prohibition by any competent authority of the provision of any Service in Qatar. In such event, you will be responsible for payment for the Service only for the period up to and including the date of termination, but not thereafter.
- Any losses or damages incurred by third parties in person or in property including death, injury, loss or damage to property due to the use of the Service by you.

## 19. PERSONAL DATA:

The personal data requested in the Application Form is needed to provide you with the Service. We will store and use such data to install, set up and provide you the Service, bill you for use of the Service, respond to your queries about the Service and to inform you of changes or additions to the Service or other available Ooredoo service offerings. You attest that the information you provide to us in the Application Form is true, accurate and complete. You agree to inform us of any changes to this data within 14 days. We will protect and respect your personal data subject to the relevant law and applicable regulation. Our full Privacy Policy can be found at [www.ooredoo.qa](http://www.ooredoo.qa). By using our Service, you consent to our Privacy Policy.

## 20. MONITORING AND RECORDING CALLS:

We may monitor and record calls related to customer service and telemarketing. The recording of such calls will be disclosed at the start of the call. We do this for training purposes and to improve the quality of our customer service. We also record all calls to emergency services.





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## 21. DIRECTORY AND CALLER IDENTIFICATION:

Unless you request otherwise, your name and fixed line telephone number will be included in Ooredoo's directory as stated in your Application Form. You may also request that your mobile number is included in this directory. Our network displays fixed and mobile numbers on the device of the receiving party as part of Caller ID services.

## 22. FORCE MAJEURE AND MATTERS BEYOND OOREDOO'S REASONABLE CONTROL:

Sometimes we may not be able to honour the terms of this Agreement or provide the Service because of events beyond our reasonable control. These could include, but are not limited to, Acts of God, industrial action, default or failure of a third party, natural causes (such as very severe weather, storms, hurricanes, typhoons, tsunamis, earthquakes, floods, widespread fires, or any other natural disaster), war, riots, civil unrest, terrorist acts, rebellion, revolution, insurrection, military or usurped power or confiscation, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, nationalization, governmental action, or any act or decision made by a court of competent jurisdiction. In these cases, Ooredoo has no further responsibility for any interruptions to your Service or any other provision under this Agreement. Ooredoo will make every attempt, as is reasonable and prudent under the circumstances, to restore the Service as soon as possible.

## 23. WAIVER AND SEVERABILITY:

If Ooredoo does not fully exercise its legal rights in response to a particular breach of any term or condition of this Agreement, such action shall not be construed as a waiver of any such rights or deprive Ooredoo from the right to fully enforce the Agreement. If any term or condition in this Agreement is not valid or cannot be enforced for any reason, this will not affect the remaining terms and conditions, which will still apply.

## 24. SETTLEMENT OF DISPUTES:

If you have a complaint about the Service, associated equipment or facilities, you agree to provide us first with an opportunity to resolve your complaint by sending us a written description of your complaint or contacting us at any of Ooredoo's Retail Outlets, Contact Centers or the Customer Care webpage on the Ooredoo Website at [www.ooredoo.qa](http://www.ooredoo.qa). In addition, you may have recourse to legal fora or other dispute mechanisms, including those offered by the CRA at [www.cra.gov.qa](http://www.cra.gov.qa) where we are unable to resolve your complaint to your satisfaction within 30 days.

## 25. SERVICE AND ASSOCIATED EQUIPMENT/FACILITIES PERSONAL TO THE CUSTOMER:

You accept that this Agreement and the Service and the provision of any associated equipment or facilities is personal to you and agree not to transfer it to anyone else, without written agreement from Ooredoo and in accordance with any applicable fees, terms and conditions.



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## **26. ENTIRE AGREEMENT:**

Ooredoo is only bound to the terms of this Agreement, and not by any other representation, warranty, term, condition or oral agreement, except as is required under applicable law or regulation. You should therefore read this Agreement carefully.

## **27. TAXES:**

Customer must pay all applicable taxes, including value added taxes that appear on a bill.

## **28. TERM:**

This Agreement will remain in effect until it and/or the Service is terminated by either party, or the Agreement is superseded by another agreement for the Service or as amended according to law.

## **29. APPLICABLE LAW:**

This Agreement is governed by the laws of the State of Qatar.