

## **Terms and Conditions (Business Flex bundles)**

- (1) PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. You may print a copy of these Terms for future reference.
- (2) The terms "User, Users" in these Terms and Conditions refer to the subscriber(s) of Asiacell Telecommunications PJSC.
- (3) The terms and conditions set out the manner in which Asiacell provides its services to subscribers. These Terms and any Service Conditions and the contract between Asiacell and the Subscriber constitute the nature of the relationship between them.
- (4) Users of corporate/ institutions and business owners' lines, existing and new with A'mali **Control Super**, or corporate internet data lines, can subscribe to Business Flex bundles if they so request.
- (5) Business Flex bundles are a group of four monthly bundles, one of them can be chosen to be used in all of Iraq. They give the user a number of flexes that are exchangeable upon use according to the type of bundle control setting. They can be used for local, international calls, messages and the Internet, as well as granting 3500 minutes for calls within the company lines, valid for 30 days from the day of subscription or renewal.

Bundle Name	Monthly Fee IQD	Available number of flexes	CUG Call Minutes	Subscription Code
Flex 10	10,000	11,000	3500	1
Flex 15	15,000	36,000	3500	2
Flex 25	25,000	75,000	3500	3
Flex 35	35,000	112,000	3500	4

- (6) The user can find out the remaining amount of the bundle's flexes as well as the minutes within the group via {USSD} the short code {\*133#} (free of charge) in case the line is not disabled.
- (7) The user can request to subscribe to the bundles by sending the bundle subscription code in a message to the short code 377 or through the Asiacell mobile application or an activation request from the corporate sales team. The user will be notified by SMS of the outcome of the request when it happens.
- (8) The user can cancel the subscription at any time by sending 0 to 377, but the unused bundle units remain will until the bundle expires. The user will be notified by SMS of the outcome of the request when it happens
- (9) An alert message will be sent to the user in case the bundle is activated/ reactivated/ deactivated and in the event of bundle renewal an alert message will be sent before two days of the renewal to let the customer make sure the line is with enough balance for a successful renewal.
- (10) The Business Flex bundle will be automatically renewed after {30} days when the balance is available from the day of activation, and the remainder of the previous bundle will be cancelled when the validity expires. The user will be notified by SMS with the new bundle offered units and the renewed bundle name.
- (11) Business Flex bundle units can only be used inside Iraq, as Roaming bundles can be used outside Iraq.



- (12) The subscriber cannot subscribe to more than one bundle at the same time, but he can cancel the current bundle and subscribe to a new one, as only the new bundle will be renewed, and the validity of each bundle will be according to the day of its activation.
- (13) The remaining unused bundle flexes will not be transferred in case of changing the line type to a line of another type that is not eligible.
- (14) Business Flex bundle units will have usage priority. If there are other bundles, for example Internet speed bundles, and the bundle setting is allowed to use the Internet, the usage will be calculated/ deducted from the available bundle Flexes.
- (15) Users can inquire about this service by calling the Corporate Customer Care service on 323 (free of charge).
- (16) The bundle's flexes can be used to make calls, send SMS and use internet, depending on the type of bundle usage control setting, as follows:

Usage Type	Price in Flexes		
Local calls	2 Flexes/ sec to all networks		
Local SMS	70 Flexes/ SMS		
Internet Data	1 Flex/ 0.25MB ***		
International Calls	3000 Flexes/ minute		
International SMS	300 Flexes/ SMS		

- \*\*\* If the user uses 1.1 MB, then 5 flexes will be calculated/ deducted from the bundle.
- \*\*\*\*\* In the event that there is insufficient balance from the bundle's flexes, the cost of the calls will be calculated/ deducted from the line's balance.
- (17) In the event that the line is suspended, the renewal of the line bundle will be suspended until the line is recharged, as the subscriber will not be able to use the bundle until the service restriction is removed.
- (18) The price of calls will be calculated according to the line type in case the line bundle units depleted, as it will be deducted from the line balance.
- (19) The subscriber can specify the type of bundle usage by sending the required setting code to the short code 377 according to the following table:

Setting Code	Components of the bundle		
10	Allows all types of usage; local calls, SMS, Internet, and International calls		
11	Allows local calls, SMS, Internet, excluding international calls only.		
12	Allows local calls, SMS, excluding internet and international calls.		
13	Allows local calls and Internet, excluding SMS and international calls		
14	Allows local calls only, excluding SMS, Internet and international calls		
15	Allows international and local calls only, excluding SMS and Internet		

(20) The type of usage of the "active bundle" can be specified more than once during the validity period of the bundle, and the user will be notified by SMS of the result when this happens.



- (21) The use type of the bundle must be re-selected in case of reactivation as needed, and the use of the bundle cannot be set after its cancellation.
- (22) When subscribing to the bundle, the user will be notified with an alert message containing all the setup codes used to set the bundle usage types.
- (23) In case of using corporate internet lines, the bundle can be used only for internet and messages.
- (24) Upon cancelling the subscription to the bundle, the control setting type of use will also be cancelled, as all uses will be allowed.
- (25) In the event that the Business Flex bundle is not renewed, the bundle will be suspended until the line is recharged with sufficient balance, and the bundle CUG minutes will not be granted. The user will be notified with a short alert message when it happens.
- (26) The user will be notified by a short free message in the event that the bundle's flexes are exhausted, as well as in the event of a successful bundle renewal or when the type of bundle usage is changed.
- (27) The user will be notified by a short message that it is not possible to subscribe to the bundle in the event that the line is already subscribed to an active bundle, as the previous subscription must be cancelled in order to allow a new subscription, and only the new bundle will be automatically renewed.
- (28) The quality of services is sometimes subject to factors outside Asiacell's control. Due to the nature of the Services, Asiacell cannot guarantee that the Services will be available in all areas at all times, or that they will be without any disruption arising from the disruption or discontinuation of the Services. Asiacell may occasionally perform maintenance work on its networks and correct faults, which may lead to interruption of services.
- (29) The subscriber is obligated to use the Services responsibly, and in accordance with Iraqi laws, and in particular, not to use the Services to make any annoying, inappropriate, impolite, threatening or deceptive communications, or to send any spam SMS or any unwanted emails, or to commit fraud or any criminal act.
- (30) Asiacell is not responsible for purchasing any SIM cards or any other products or services of Asiacell from unauthorized agents or any unauthorized persons.
- (31) The user is responsible for providing accurate and up-to-date personal information supported by valid and original documents and as stipulated in applicable laws and other relevant orders and instructions issued by official authorities.
- (32) The user must inform Asiacell when any of the personal information provided changes within (3) days of the change occurrence.
- (33) Asiacell has the right to change, cancel or modify the Service, Offer or any provision of these Terms and Conditions without reference to the User(s). In the event that any of these changes may have negative consequences for the user, Asiacell will inform the user before applying them and the user will have the freedom to choose between continuing to use the service, or subscribing to another line.
- (34) Asiacell shall not be liable to Subscriber or any of its Consumers for any loss of business, revenue, profits, anticipated savings, loss of any data, or any indirect or consequential loss suffered by Subscriber or its Consumer.
- (35) For more information about the terms and conditions of our products and services, please visit the Asiacell website: <u>http://www.asiacell.com/.</u>



- (36) The definition of "day" is based on the local time in Iraq starting from 12:00 midnight (00:0000:) until 11:59 pm (23:59:59).
- (37) The Arabic version shall be considered for the interpretations of these Terms & Conditions, Legal and other similar purpose(s), and in case of conflict between the versions of these Terms & Conditions, the Arabic version shall prevail.
- (38) The user is obligated to pay all amounts of taxes or the like that are imposed by the state on the user at any time during the validity period of the contract or the renewal periods, be paid by the user and in manner determined by the law and relevant regulations.