

## Terms and Conditions for (Machine to Machine) service

- (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 define the manner in which Asiacell provides its services to subscribers. These terms and any conditions relating to the services and the contract between Asiacell and the subscriber or "Commercial Customer", which means the organization requesting this service, constitute the nature of the relationship between them.
- (4) Asiacell's MACHINE TO MACHINE service is the most appropriate and most successful means of the dedicated SIM-based communication, which it provides the opportunity for businesses to establish encrypted communication all over Iraq for all of the telemetry requirements.
- (5) The requester for this service who knows as the Commercial Customer should provide the requirements for an APN and an IP address for M2M creation.
  - (6) Asiacell is committed to protecting the personal information of its subscribers and is not shared with any party, whether the numbers were provided by the subscriber or by Asiacell for transmission, except for the information and documents required for any of the users based on the requests of official authorities or judicial authorities.
- (7) MACHINE TO MACHINE data bundles are offered as Pool Options, implying that there is one master number or parent number that acts as pool and rest of the numbers/lines share the data from the main pool to establish end to end connectivity for M2M realm.
- (8) The price of MACHINE TO MACHINE bundles varies and is subject to change without prior notice.
- (9) As per the Government regulations, VAT 20% is applicable on the final invoice.
- (10) All the prices mentioned in the bundles are in IQD.
- (11) All M2M data charging pulse is measured in the units of 10Kbs and final invoice is based on the total usage.
- (12) Asiacell has the right to cancel the service at any time if any malicious activity is observed on M2M SIM cards.
- (13) The business customer can check the remaining MACHINE TO MACHINE in his/her bundle through the account manager in the Asiacell Corporate Sales Department.
- (14) M2M unused data is not carried over to next month. Each month New bundle is allocated
- (15) Monthly invoice contains the detailed usage of the data.

- (16) M2M service is provided to the end client on the condition of standard 3G/4G GSM service that is available in across the country.
- (17) The M2M shared data line cannot be converted to any other line.
- (18) First month is offered as pro-rated and next month is charged in full.
- (19) The business customer should communicate with the account manager in the Asiacell Corporate Sales Department, to subscribe to the MACHINE TO MACHINE services.
- (20) The business customer can cancel the service at any time, but the remaining MACHINE TO MACHINE amount agreed in the contract cannot be recovered.
- (21) M2M Service is only offered sent to inside Iraq only.
- (22) The remaining unused MACHINE TO MACHINE cannot be transferred to another M2M account or client.
- (23) The authorized person of the company, organization or authorized employer may submit a written request to the Asiacell Corporate Sales Department for the purpose of obtaining this bundle.
- (24) 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.
- (25) 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.
- (26) The user must inform Asiacell when any of the personal information provided changes within (3) days of the change occurrence.
- (27) 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 choice to continue using the service or not.
- (28) 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.
- (29) 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.
- (30) The user is obligated to pay all amounts of taxes or alike 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.