

Terms of access to High-speed Internet based on DSL

Shatel Group of Information and Communication Technology
FCP Global License Number: 100-94-15
Communications Regulatory Authority

Article 1: Parties to the Contract

Throughout the document, the parties to the agreement are:

- Any real or legal person as a final user, who will use the agreement subject Services with refer to this agreement, and whose identity information is recorded in the application form and hereinafter is referred to as “subscriber”.
- Shatel Group of Information and Communication Technology (Private Joint Stock). Company registered number: 213472. FCP National liscence Number: 100-94-15(Valid until Oct 8, 2025) from Communications Regulatory Authority (CRA). Representative and CEO: Ahmad Nakhjavani. Tehran Headquarter address: Shatel building, No. 2, Ellahiye dead-end, Shariati St. Postal code: 1914733441. This company hereinafter is referred to as "Shatel".

Article 2: Definitions

1-2- Commission: Communications Regulatory Commission

2-2- Organization: Communications Regulatory Authority.

2-3- Shatel: Trade name for Internet services of Shatel Group of Information and Communication Technology

2-4- Shatel Network: All infrastructure and high-speed Internet equipment which are in Shatel's possession and are being managed and maintained under Shatel's supervision

2-5- Service: Establishing connection and access to the global Internet network using DSL technology through Shatel network on subscriber's telephone line.

2-6- Period traffic: The total amount of subscriber's received and sent information packages from the network and in accordance with the application form

2-7- Ranje: Preparing the subscriber's line to communicate with the Shatel Network.

2-8- Shatel Official Website: www.shatel.ir and its subordinate websites

Terms of access to High-speed Internet based on DSL

2-9- Establishing the Service: Setting up and launching the service for the subscriber and connecting to Shatel network

2-10- IP Address: Internet Protocol Address is a numeric label assigned to computer network equipment and used to connect the network nodes

2-11- Public IP Addresses: IP Addresses that can be routed to the global Internet network

2-12- Private IP Addresses: Areas of IP Addresses for private networks (such as the internal network of organizations and National Information Network)

Article 3: Subject of the contract:

Providing high-speed Internet services and related supporting services.

Article 4: Contract Period

Contract period is noted in the service application form and starts and is calculated in hours and minutes with the first connection to Shatel network. Furthermore, based on the agreement between the parties, by paying service purchase proforma for next periods, this contract will be extended for next periods and all terms and conditions of the agreement shall remain in force for both parties.

Note 1: From the date of signing installation minutes or confirming Shatel's electronic installation page by the subscriber, the service begins with the first connection to the network.

Note 2: According to the contract, service period expiration notification will be sent to the subscriber in electronic form at least 10 days before the end of the service period by the company, and no extend request from the subscriber within 72 hours after the expiration date of the service period would be translated as termination of the contract and leads to withdrawal of the service. In this case service reactivation requires time and new contract terms.

Note 3: After the contract is signed, the service is activated and delivered to the subscriber within 3 to 10 business days. This may be longer depending on the port allocation at the telecommunication center, in which case the subscriber shall be informed.

Note 4: In case the customer requests the installation and delivery of the service to be done by an expert in person, the company shall install and deliver the service in person in subscriber's location within 72 hours after ranje process and the declaration of the service being ready to be delivered. The subscriber should prepare all needed conditions for in person delivery and installation of services, otherwise service activation time will be considered being 72 hours after declarig the service being ready to be delivered to the subscriber and the delivery of username and password. If this is not done

Terms of access to High-speed Internet based on DSL

by the subscriber at the time indicated, the basis for the start time of the service shall be from the time Shatel declares readiness to deliver the service.

Article 5: Amount of Contract

Subscriber shall pay for the services mentioned in article 2 at the beginning of each month or service period, according to tariffs approved by the Commission and based on the requested service.

5-1- Amount of contract needs to be paid fully before service delivery and according to subscriber's proforma. Moreover, every detail of services along with Shatel's official tariffs according to the provision No. 1 of Communication Regulatory Commission meeting No. 237 or other provisions which will be made in the future are available on Shatel's official website. It should be mentioned that service proforma shall be available through E-mail or user panel on my.shatel.ir for subscribers.

5-2- Subscription fee: Subscription and periodic utilization fee of the services mentioned in the contract fees are in the framework of the provision No. 237 of the Commission (and other new provisions in the future), and are summation of connection, monthly maintenance and traffic volume step-wise tariffs which are described on Shatel's website and needs to be paid fully by the subscriber according to sales type at the time of the contract.

5-3- Subscriber's equipment installation fee: If subscriber requires in-person installation by a Shatel representative, end equipment setting up cost needs to be paid by the subscriber in addition to the cost of subscription at the time of the contract in accordance with Shatel's rate and in the framework of the Commission.

5-4- Establish and withdraw cost: In accordance with the provision No.152 and 237 of the Commission, telecommunication ranje cost (Establish/ withdraw) which is mentioned in the proforma shall be calculated. This cost shall be calculated just once at the time of contract and in addition to subscription and connection set up costs except for changes in subscriber's phone line. Subscribers will receive subscriptions unless the subscriber needs to change the telephone line. Obviously, in case no payment for the mentioned cost is done by the subscriber, this cost will be calculated by Shatel during service withdrawal and subscriber shall pay the cost before service withdrawal.

Note 1: In accordance with the current provisions of the country, the value added tax is added to all of the aforementioned costs and it shall be paid by the subscriber for each subscription period.

Note 2: This contract would be renewed for the periods in which subscription cost is paid.

Note 3: Each period's bill will be sent to subscriber E-mail address 24 (twenty four) days prior to the beginning of that period.

Terms of access to High-speed Internet based on DSL

Note 4: Installation, setup, launch, withdrawal and all VAT costs would be considered separately in subscriber's proforma.

Article 6: Shatel Commitments

6-1-Shatel shall not limit providing one or some services or equipment to one or some others except for incentive packages which are approved by CRA (the Communications Regulatory Authority).

6-2-Shatel undertakes to draw up contracts in the same way as stated in its advertisements and marketing campaigns.

6-3-Shatel would provide laws and regulations approved by the authorities in connection with subject services of this contract through Shatel's official website for its subscribers and audience.

6-4-Shatel undertakes to make all necessary arrangements to comply with the SLA's commitments during network operation and determine Down Time through advance notices (at least 48 hours in advance). Down Time Operations would take place at Low Traffic Times (2 to 6 AM) and it would be once per month, max.

6-5- Shatel undertakes to the provision and implementation of the Service Level Agreement (SLA) in accordance with the Commission's criteria of provision No. 711 (and future provisions) ,and all sections of SLA are applicable from the time the contract is signed and service is delivered.

6-6-Shatel undertakes not to change any mentioned conditions in the contract until the end of selected service subscription period with the exception of instructions from CRA. In this case, the subscriber will be informed about new conditions and can decide to continue or to terminate the contract.

6-7- Shatel has no responsibility for authorities' decisions and any changes in terms and regulations with impact on this contract unless the company's unjust role in adoption of changes is proved in the future.

6-8- If Shatel detects any need to change the contract's text, the company shall deliver the written or electronic version of the new contract to the subscriber at least 14 days before execution of the contract and after receiving CRA approval. The subscriber could object to the changes in mentioned time through voc@shatel.ir or 021-22612602 Fax number.

Note 1: In order to make changes in previous contracts, Shatel needs to obtain subscriber's satisfaction.

6-9- Shatel undertakes, that in no circumstances, it would not limit subscribers' access to services mentioned in this contract except in cases in which laws and regulations or authorities ask to.

Terms of access to High-speed Internet based on DSL

6-10- Shatel undertakes if any physical or intellectual harm threatens subscribers through services of the subject matter of the contract, of which the company is aware, it would react to the threat by preventive measures or informing subscribers and providing preventive guidelines. Otherwise, in addition to legal responsibilities, the company is to compensate.

6-11- Shatel undertakes to keep subscriber`s data, information, connections and privacy secure, and is also committed to well informing subscriber about possible harms and threats caused by connection and IT services.

6-12- Shatel undertakes that any monitoring of functions of services would not result in unauthorized access to data and private communications of subscriber`s and would comply with the observance of the screening regulations.

6-13- Shatel does not accept any responsibility for subscriber`s deactivated line, cabling system operation and switching the telephone line into optical fiber by Telecommunication company.

6-14- Shatel undertakes to provide Internet access services for the subscriber in accordance with the contract subject and in case of subscriber`s request for installation and setup of the service, Shatel is bound to install and set up subscriber`s end equipment. The cost of the end equipment set up would be on subscriber according to Commission's provision, and the delivery minutes of the subject matter of the contract will be drawn up and signed.

6-15- Shatel undertakes to store data and information about service quality indicators for up to six months, so as to be able to consider subscribers` claims according to lack of quality of services.

6-16- Shatel undertakes to continuously, twenty four (24) hours a day and seven (7) days a week, including holidays, provide the services of the contract subject and call support for its subscribers.

Note 2: In-person support and technical services requiring physical operations at telecommunication centers or subscriber`s location are available only within working hours.

Article 7: Subscriber`s commitments:

7-1- Subscriber undertakes to be well aware of costs and services payment methods before choosing the services and consider on time payment.

7-2- Subscriber undertakes to comply with all laws and regulations of the Islamic Republic of Iran related to the subject matter of the contract and all instructions from relevant authorities that have been notified on Shatel`s official website or by other relevant authorities.

Terms of access to High-speed Internet based on DSL

7-3- Subscriber undertakes to refrain from transferring services and equipment owned by Shatel, otherwise Shatel is allowed to terminate the service.

7-4- Transferring lines, links, broadband communication circuits and other facilities and services provided for subscribers, beyond Shatel`s transferring rules and also distribution of all or part of them to others publicly (Similar to operator companies` activities) is prohibited in any form and under any names, and subscribers are only allowed to use these lines and mentioned services by themselves or their employees (in case of legal subscription).

Note 1: To increase the convenience of the current users and subscribers of Shatel services whose traffic is over; Shatel could continue the service of the subject of the contract. In this case or in any given circumstances that subscriber has exceeded the allowed amount of services allocated by Shatel (such as traffic, IP, equipment and the like), but has not paid for, subscriber shall pay the bill after determining the costs by Shatel (even in the next bills). Furthermore, IP services are part of Shatel extra services and Shatel shall not be liable for the issues of probable unavailability of those services.

Note 2: Providing services for school and university students and other educational institutions during their presence in the place of study and with respect to all of aforementioned subjects is allowed.

Note 3: In the case of intra-organizational distribution of lines and provided services, registration and storage of identifications and CDR and LOG of users` activities, is required at least for one year, to be submitted to authorities if needed.

7-5-The responsibility for any abuses or usage in contrast to laws and regulations of lines and provided services shall be on subscriber.

7-6-Subscriber is not allowed to transfer the traffic of phone lines through allocated data and Internet platforms.

Note 4: Mentioned limitation does not include organizations, companies and institutions` internal telephone lines (PBXs) within the country (building and local network).

7-7-In case of legal subscribers` request for distribution of Internet in public places (such as Parks, Recreation Centers, Airports, Passenger Terminals and the like) through Wi-Fi platform or any other methods, it shall be performed with Shatel`s responsibility and management. Furthermore, providing control attachments, application of security policies and authentication process, registration and storage of identifications and Log of users` activities, design and implementation stages, need to be in cooperation with Shatel. Otherwise, it would be translated as violation of the law and its responsibilities would be on the subscriber.

Terms of access to High-speed Internet based on DSL

7-8-Obviously, in case of violation of provisions of clauses 7-5 to 7-7 by the subscriber, Shatel could issue a 10-day notice for the subscriber to remove the violating items. Continuing violation of provisions would lead to termination of lines and provided services by Shatel till the removal of all violating items and also reporting the violator to authorities.

7-9- Subscriber undertakes to inform the company of any changes in contact details (telephone number and E-mail address). Otherwise the responsibility for any issues due to subscriber`s contact details would be on subscriber. Furthermore, subscriber needs to send any request such as switching to other type of service, payment method, etc. in written format to Shatel using the user Panel on my.shatel.ir or Shatel Mobile application.

7-10- Subscriber needs to change the high speed Internet service password after the first connection through Shatel network. Subscriber is the only responsible for their information and systems and needs to keep the username and password safe and secure.

7-11- All services with general IP addresses are dynamic, and allocating services with private IP address is possible through mutualo agreement provided that the respective cost is paid and the required facilities are available.

Note 5: If subscriber with private IP address does not select the previous private IP during renewal process, Shatel has no responsibility to provide the same previous private IP address.

7-12- In order to increase the quality of services and training means, all calls to Shatel Call Centers would be recorded and stored. In case any unacceptable behavior or inappropriate words are used by Shatel`s staff or subscribers, the recordings could be used by both sides for further legal follow ups.

7-13- Shatel does not accept any responsibility for the wiring of the building, central telephone, computer and equipment, cable and the like, of which the subscriber is informed before signing the contract.

7-14- In case the installation expert needs to revisit the location due to unavailability of the items mentioned above or the absence of the subscriber, this will result in the payment of a reinstallation fee that equals the initial installation fee.

7-15- Subscriber is the only responsible for their information and systems and needs to keep the username and password safe and secure.

7-16- There is no obligation to purchase modems, and subscriber can use standard modems. But it is best to use modems recommended by Shatel.

Note 6: After-sales services of modems purchased from Shatel will be on the product warranty and Shatel has no responsibility about this.

Terms of access to High-speed Internet based on DSL

7-17- In case of subscriber`s request to cancel selected service after ranje (before the first use), the cancelation includes the costs according to the tariffs approved by CRA and subscriber needs to pay it.

7-18- The legal age for accepting the terms of this contract is 18 years old.

7-19- Subscriber shall inform Shatel of any probable problems through cs@shatel.ir E-mail address or call to Shatel technical support, within 24 hours max.

7-20- Subscriber undertakes to obey all laws of the country and responsibilities of any probable abuse would be on subscriber.

7-21- Subscriber shall confirm the identification provided in the DSL application form and issues arising from incorrect information would be on the named person.

7-22- Subscriber needs to provide their identification (Image of ID card/ Identity Document with national number) correctly. If the documents provided are not in accordance with the information recorded in the NOCR, service delivery to subscriber will be suspended until the correct information is provided.

7-23- Shatel could, with subscriber`s confirmation, allow subscriber to renew the service at the end of contract period or when the traffic has come to an end, and the subscriber needs to pay the costs according to the contract (even in subsequent periods of issued bill).

Article 8: Support and Quality of Services

8-1- Subscriber could contact us through 1525 phone Number (which would be calculated on an intra-urban basis cost from around the country) 24 hours a day and 7 days a week or through in person visit from our official sales agents (Please visit our website to find contact information.)

8-2- All services` Quality Indexes are in accordance with provision No. 2 of the meeting No. 711 of the Communications Regulatory Commission or subsequent provisions, and are available on the official website of Shatel and executable since the beginning of the service.

Article 9: Terms of termination of the contract:

9-1- Cancellation of services is possible only through sending a request to Shatel using subscriber`s user Panel. Shatel needs to settle the account within one week after receiving the termination request. In case the subscriber requests the termination of service before the end of the service period, costs cannot be refunded. Furthermore, termination request from subscriber should not interpret as termination of commitment by the subscriber until withdrawal of the service and the subscriber would be responsible for probable abuses during the cancelled contract period.

Terms of access to High-speed Internet based on DSL

9-2- In case Shatel fails to provide services in accordance with the criteria mentioned in this contract (the like and not limited to SLA commitments) within a week, subscriber could request for cancelation of the contract and a refund of the costs. Shatel shall pay back all costs within one week after the cancellation request.

9-3- In case subscriber requests to change current status of the fixed phone line on which connection subject matter of the contract is based (as possession changes, phone number changes, location changes and the like) and in case connection is not available and possible in the new condition, subscriber could ask for cancellation of the service. Obviously financial and legal liability of subject of the contract would be on subscriber until the termination and withdrawal of the connection is complete.

9-4- Subscriber (tenant, line owner), is not permitted to cancel and withdraw line ranje of the subject of the contract from Shatel equipment through the telecommunication company.

Article 10: Handling Complaints

Subscriber may make any complaints with regard to the provision of Shatel Services through Shatel website Complaints System or by sending an application to voc@shatel.ir e-mail address. If the issue cannot be resolved through negotiation and mutual talks, subscriber can refer the matter to the organization through www.195.ir website, contact 195 IVR number, 600195 SMS number or 195@ict.gov.ir email address and file a complaint. After registering the application through Shatel official website or organization, the system provides a tracking number, and subscriber could track the complaint through the mentioned links.

Article 11: Emergencies

11-1- Shatel disclaims any responsibility in predicted or unpredicted situations in unintentional and accidental cases.

11-2- In case of unauthorized interruptions in the provision of the services, Shatel shall take all necessary steps to re-establish subscribers` access to services and minimize the consequences of non-availability of the services immediately.

11-3- In the case of an emergency, taking essential action should be simultaneous with informing all subscribers immediately.

11-4- Failure to fulfil the contract obligations by Shatel caused by natural disasters and due to establishment, installation and exploitation of network equipment below the safety standards, should not be included in this article and would be considered as failure to fulfill Shatel`s obligations.

Shatel
Seal and Signature

Subscriber
Name and Signature