



## Terms of Access to High-speed Internet based on DSL

### Article 1: Parties to the Contract

Throughout the document, the parties to the agreement are:

- Any natural 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 Information and Communication Technology Group (Private Joint Stock). Company registered number: 213472. UNSP (Fixed Communication Provider) Global license Number: 100-130-11(Valid until Nov, 01, 2025) from Communications Regulatory Authority (CRA). Representative and Founder and Chairman of the Board of Directors: Mohammad Hassan Shanehsazzadeh. 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 Information and Communication Technology Group (Private Joint Stock)

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 Data Usage: The total amount of subscriber`s received and sent data packages from the network and in accordance with the application form

2-7- Line Activation: Preparing and activating the subscriber`s phone line to communicate with Shatel Network.

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

2-9- Service Set up: 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: A range of IP Addresses for private networks (such as the internal network of organizations and National Information Network)

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2-13- Fair Usage Level: The data cap considered by Shatel for each service plan in a way that domestic internet usage is twice as much as international internet usage.

2-14- Base Speed: when internet usage exceeds the fair usage level in one month, the service speed reduces to the base speed, which is set at 128Kbps.

2-15- Domestic Internet Usage: Any internet usage with a domestic host.

### **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 upon the first connection to Shatel network. Furthermore, based on the agreement between the parties, by paying service purchase pro forma invoice for next periods, this contract will be automatically 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 Shatel's electronic installation page having been confirmed by the subscriber, the service begins upon the first connection to the network.

Note 2: According to the contract, service period expiration notification will be sent by the company to the subscriber in electronic form at least 10 days before the end of the service period, 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 subscriber's location within 72 hours after line activation process and the declaration of the service being ready to be delivered. The subscriber should prepare all needed conditions for on-site delivery and installation of services, otherwise service activation time will be considered being 72 hours after declaring the service being ready to be delivered to the subscriber and the delivery of username and password. If this is not done 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.

Note 5: For subscribers who are in a rented location, the company will be obliged to provide the service until the end of the lease agreement period, after which, if the new lease or the extension of the previous lease is provided by the subscriber to the company, Shatel shall renew the contract or sign a new contract with the subscriber.

### **Article 5: Amount of Contract**

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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 pro forma invoice. Moreover, every detail of services along with Shatel`s official tariffs according to the Resolution No.266 of Communication Regulatory Commission or other provisions and resolutions which will be made in the future are available on Shatel official website. It should be mentioned that service pro forma invoice shall be available through E-mail or user panel on my.shatel.ir for subscribers.

5-2- Subscriber`s equipment installation fee: If subscriber requires on-site installation by a Shatel expert, 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 rates and in the framework of the Commission.

5-3- Set up and withdrawal cost: In accordance with the Resolution No.237 of the Commission, telecommunication activation cost (Set up/ withdrawal) which is mentioned in the pro forma invoice 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. 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 automatically for the periods of which subscription cost is paid.

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

Note 4: Installation, setup, launch, withdrawal and all VAT costs would be considered separately in subscriber`s pro forma invoice.

### 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 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 official website for its subscribers and audience.

6-4-Shatel undertakes to make all necessary arrangements to comply with the SLA 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, maximum.

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6-5- Shatel undertakes to offer the provision and implementation of the Service Level Agreement (SLA) in accordance with the Commission`s criteria of provision No. 177 (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 decisions made by the authorities 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 new terms and after receiving CRA approval. The subscriber could object to the changes in the mentioned period in writing through [voc@shatel.ir](mailto:voc@shatel.ir) or Fax number 021-91000003.

**Note 1:** In order to make changes in previous contracts, Shatel needs to obtain subscriber`s satisfaction and agreement.

6-9- Shatel undertakes, that in no circumstances, it would limit subscriber`s access to services mentioned in this contract except in cases in which laws and regulations or authorities ask to.

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.

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 communication 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 the telephone line being switched 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 about unsatisfactory service quality.

6-16- Shatel undertakes to continuously, twenty four (24) hours a day and seven (7) days a week,

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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 selecting the services and to 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 official website or by other relevant authorities.

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

7-4- Transferring lines, links, broadband communication circuits and other facilities and services provided to 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 these lines and mentioned services are only allowed to be used by the subscriber or their employees (in case of legal subscription).

**Note 1:** 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 2:** 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 3:** The 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 protocols, 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.

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

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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 writing to Shatel using the user Panel on my.shatel.ir or Shatel Mobile application.

7-10- Subscriber undertakes 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 mutual agreement provided that the respective cost is paid and the required facilities are available.

**Note 4:** If subscriber with a private IP address does not select the previous private IP during renewal process, Shatel has no responsibility to provide the subscriber with the same private IP address again.

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, telephone exchange, computer and equipment, cable and the like, of which the subscriber is informed of 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 from Shatel, and subscriber can use standard modems. But it is best to use modems recommended by Shatel.

**Note 5:** After-sales services of modems purchased from Shatel will be on the product warranty and Shatel has no responsibility about this.

7-17- In case of subscriber`s request to cancel selected service after line activation (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](mailto:cs@shatel.ir) E-mail address or call to Shatel technical support, within 24 hours maximum.

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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 internet allowance 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 Shatel through 91000000 phone Number (which would be calculated on a domestic basis cost from around the country) 24 hours a day and 7 days a week or through in person visit to our official sales agents. Contact information of offices are found on Shatel website.

8-2- All services` Quality Indexes are in accordance with provision No. 2 of the meeting No. 177 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.

8-3- Subscriber may make any complaints with regard to the provision of Shatel Services by sending an application to voc@shatel.ir e-mail address. After receiving the report and approval of Shatel network management, Shatel will calculate the compensation according to provision No. 2 of Resolution No.177 of Communications Regulatory Authority's.

### 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 be interpreted as termination of subscriber`s commitment until withdrawal of the service and the subscriber would be responsible for probable abuses during the cancelled contract period.

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 cancellation 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.

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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](mailto: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](http://www.195.ir) website, or contacting 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 website, the system provides a tracking number, and subscriber could track the complaint through the mentioned links.

### Article 11: Force Majeure

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 immediately take all necessary steps to re-establish subscribers` access to services and minimize the consequences of non-availability of the services.

11-3- In the case of a force majeure event, Shatel shall immediately take essential actions and simultaneously inform all subscribers.

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.

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