

1. Definitions:

In these terms and conditions the following terms shall have the meanings allocated to them:

"Activation" means the first time your software client with your username and password connects to ITC servers to browse the internet connection.

"Agreement" means these terms and conditions, the Registration Details and the Technical Requirements;

"Charges" means the charges payable by you for the Service;

"Privacy Policy" means the privacy policy governing our use of the personal information that we collect from you in connection with the Service and set out on our website at: [Privacy Statement](#)

"Registration Details" means the personal information you provide on registration for the Service and which may be subsequently changed or amended by you or on your behalf;

"Service" means the ITC services that provides you with internet access to the Internet using the ITC backbone cache and engines

"Start Date" means the date when the Service or any part of it is first made available to you or when you first start to use the Service, whichever is the earlier;

"you/your" means the person with whom ITC is making the Agreement, as specified in the Registration Details.

2. The Service:

2.1 Registering with the Service gives you the ability to connect to the Internet, subject to Clause 4, using a PC (of appropriate specification).

2.2 The Service will be provided or procured by ITC with reasonable skill and care and in accordance with the provisions of this Agreement.

2.3 If you use the Service for business purposes you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law. You will not hold ITC responsible for any loss of profit, business, opportunity, goodwill, reputation, revenue or savings you expect to make, wasted expenditure or data being lost or corrupted. Nor will you hold ITC liable for damages which may or may not have been foreseeable at the time you entered the contract.

3. Personal Information and Cookies:

3.1 The Registration Details that you provide shall be true, accurate and complete.

3.2 ITC will respect your personal information and undertakes to comply with all applicable Saudi Data Protection legislation. By signing up for the Services you consent to our using and/or disclosing your personal data as follows:

3.2.1 Providing or arranging for third parties to provide any part of the Services including but not limited to customer care facilities and billing, email and tools and services, which may involve disclosing information about you to third parties solely for this purpose;

3.2.2 Providing you with communications about our Services, special announcements including but not limited to instructions, information, changes to the products, services and prices, organizational and administrative changes; and Service newsletters that shall include but not be limited to Member benefits (which are unconditional rewards rewarding Members for their time with us), competitions and any other relevant information relating to the provision of our Services, inline with our Privacy Policy, available at [Privacy Statement](#) and

3.2.3 Providing personal data to distributors of ITC Internet access products with whom ITC have a commercial relationship for the purpose of accounting and auditing.

3.3 Use of your Registration Data will be in accordance with our Privacy Policy. Our use will however be subject to any preferences you set on the registration form in which you have provided Registration Details.

3.4 Other than as required by law, or as permitted under this Agreement, ITC shall not disclose your Registration Details to any third party without your permission inline with our Privacy Policy, available at ITC.

3.5 In order to provide you with the Services, ITC will attach cookies to your system that are essential to enable us to identify you as a Member to understand and facilitate your purchase of the Services. We also use cookies to ensure that our mailing tools are working correctly. You hereby consent to receiving the cookies by accepting these Terms of Use. Further details on how we use the information generated from the cookies is set out in our Privacy Policy.

4. ITC's Obligations:

4.1 In consideration of the Charges, ITC shall provide the Service in accordance with the terms and conditions of this Agreement.

4.2 ITC does not accept any responsibility for any defects or errors in the Service.

4.3 You acknowledge that ITC cannot warrant that the Service will be interruption free or that the transmission of information through the Service will be secure. The Service may be suspended for operational reasons (such as maintenance or Service upgrades) or because of an emergency. Before suspending or interrupting the Service (as aforesaid) ITC shall use reasonable endeavours to give you as much notice as possible.

4.4 You acknowledge that it is technically impracticable to provide the Service free from errors and/or faults and ITC does not undertake to do so. ITC shall provide a Helpdesk Facility to enable faults to be reported and resolved but does not warrant that all faults will be corrected.

4.5 The obligations of ITC to provide the Service shall be conditional upon the Technical Requirements being satisfied;

4.6 Except as may be expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

4.7 You acknowledge that due to contention on the Internet, the speed of the Service may be reduced or may not be available at times.

5. Your Obligations:

5.1 You agree that as part of your wish to take part in the Service, some minor modifications may need to be made to your PC to make it operate with the Service. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty you may have concerning your PC. ITC shall incur no liability for any claim that your warranty has been invalidated (if applicable) as a result of work carried out by you, ITC or its agents in order to

make your PC operate with the Service.

5.2 You will be allocated both a user name and a password in order to access the Service and you will be responsible for keeping your password confidential and agree to take all necessary steps to ensure that it is kept secure and is not disclosed to any unauthorized person. You will inform us upon becoming aware of any suspected or actual unauthorized use of the Service and will take all steps necessary (or requested by us) to prevent such use.

6. Use of the Service:

6.1 You shall not use the Service: (a) in a way that does not comply with the terms of any legislation or any licence applicable to you or that is in any way unlawful or fraudulent purpose or effect; (b) without prejudice to the generality of (a) above, in connection with the carrying out of a fraud or criminal offence against ITC and/or its agents, or any public telecommunications operator; (c) to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights; (d) to send or procure the sending of any unsolicited advertising or promotional material; (e) in a way that does not comply with any instructions ITC or its agents has given.

6.2 ITC shall have the right to enforce such provisions set out in Clause 6.1 above by suspending or terminating the provision of the Service to you if ITC knows you are in breach of such obligations.

6.3 You will indemnify ITC and/or its agents against any claims or legal proceedings that are brought or threatened against ITC and/or its agents by a third party: (a) because the Service is used in breach of Clause 6.1 (a) to (f) inclusive; or (b) in circumstances where you are in breach of Clause 6.2.

6.4 You will notify ITC of any such claims or proceedings referred to in Clause 6.3 and keep ITC informed as to the progress of such claims and proceedings.

7. Intellectual Property Rights:

7.1 You will agree to enter into any agreement reasonably required by the owner of the copyright in any software made available to you for the purpose of accessing the Service.

7.2 You acknowledge and agree that all intellectual property rights in the Service (including, without limitation, any associated software) are vested and shall remain vested in ITC, its agents as appropriate.

8. Intellectual Property Rights Indemnities:

8.1 ITC will indemnify you against all claims and proceedings arising from the infringement of any intellectual property rights by reason of ITC's provision of the Service to you. As a condition of this indemnity you must: (a) notify ITC promptly in writing of any allegation of infringement; (b) make no admission relating to the infringement; (c) allow ITC or its agents to conduct all negotiations and proceedings and give all their assistance in doing so (ITC will pay your reasonable expenses for such assistance); and (d) allow ITC or its agents to modify the Service, or any item provided as part of the Service, so as to avoid the infringement provided that the modification does not materially affect the performance of the Service.

8.2 The indemnity in Clause 8.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment or software not supplied by ITC or its agents, or to infringements caused by designs or specifications made by you, or on your behalf. You will indemnify ITC and its agents against all claims, proceedings

and expenses arising from such infringements or alleged infringements.

9. Charges:

9.1 The payment you make covers the cost of setting up your ITC account and will also entitle you to receive services for a period as per the pre-paid card type you have chosen from Activation date.

9.2 ITC will Endeavour, where possible, to fix any errors and/or faults but reserves the right to charge for additional functionality when available.

10. Limitation of Liability:

10.1 Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of or impairment of access to any data arising in relation to this Agreement including, without limitation, ITC's ability to provide the Service.

10.2 The liability of ITC in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to the price paid by you for the Charges in the year (commencing from the Start Date or any anniversary of the Start Date) in which the liability first arose.

10.4 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

11. Term and Termination:

11.1 This Agreement may not be terminated for any reason from the date of purchase and do not qualify for any refund. This Agreement shall last for a period as per the declared number of days/bandwidth of the purchased plan or pre paid card type.

11.2 Other than this you will not be entitled to a refund in full or in part for the remainder of the term of this Agreement.

11.3 In the event that ITC suspends the Service to you pursuant to any breach by you of our payment terms, or in accordance with any pertinent clauses pursuant to this Agreement, you will not be entitled to a refund.

11.4 Termination in accordance with this Clause 11 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party and all provisions which are expressed to survive this Agreement or impliedly do so shall remain in full force and effect.

11.5 Under this agreement, all ITC services' users do NOT have the right & therefore can NOT ask to temporarily freeze or put their service on Hold for any reason.

12. Force Majeure:

12.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that

party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for that failure to perform.

12.2 If any of the events detailed in Clause 12.1 continue for more than one month either party may serve notice on the other terminating this Agreement.

13. Variation:

ITC reserves the right to vary the terms of this Agreement or the nature of the Service (where the technical specification of the Service is varied) at any time. The latest version of our Terms and Conditions will be available on our website and you should make sure that you check for any changes on a regular basis.

14. Miscellaneous:

14.1 The Agreement shall be governed by and construed in accordance with Saudi Law and the parties hereby agree to submit to the exclusive jurisdiction of the Saudi Courts in respect of any dispute or matter arising out of or in connection with the Agreement.

14.2 This Agreement constitutes the entire agreement between the parties and supersedes representations, communications and prior agreements (oral or written). This Clause shall not apply to any statement, representation, or warranty made fraudulently, or to any provision of this Agreement that was induced by fraud for which the remedies available shall be all those available under the law.

14.3 Any notice or other communication to be given under the Agreement must be in writing to the other party and may be delivered or sent by email, pre-paid first class letter post or fax transmission at the party to be served last known address. Any notice or document shall be deemed served if delivered, at the time of delivery; emailed, at the time of delivery to your email server; posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

14.4 This Agreement shall not be assigned, sub-contracted, sub-licensed or otherwise disposed of by you. ITC reserves the right to assign, sub-contract or otherwise transfer its obligations to provide the Service.

14.5 The illegality, invalidity or unenforceability of any provision this Agreement shall not affect the continuation in force of the remainder of this Agreement.

14.6 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. This clause does not affect any right or remedy of any person that exists or is available or otherwise than pursuant to that Act.