

ADDENDUM NO. 2 TO VALUE ADDED SERVICES AGREEMENT

PAKISTAN MOBILE COMMUNICATIONS LIMITED

(As PMCL)

AND

SWITCH COMMUNICATION PVT LTD.

(As VENDOR)

ADDENDUM NO.2
TO THE
VALUE ADDED SERVICES AGREEMENT

This Addendum No. 2 (the **Addendum No. 2**) to the Value Added Services Agreement is made on 17 March 2025 (the **Execution Date/Effective Date**) at Islamabad,

BY AND BETWEEN

PAKISTAN MOBILE COMMUNICATIONS LIMITED, a company duly incorporated and registered under the Companies Ordinance, 1984 of Pakistan and having its registered office at DHQ-1, 1-A Kohistan Road, F- 8 Markaz, Islamabad, Pakistan (hereinafter referred to as **PMCL** which expression shall be deemed to include its administrators, authorized representatives, successors in interest and permitted assigns) of the One Part;

AND

SWITCH COMMUNICATION (PRIVATE) LIMITED, a company registered under the Companies Ordinance, 1984 of Pakistan, having its registered office at Plot # 250, Street # 6, I-9/2, Islamabad (hereinafter referred to as the **Vendor** which expression shall include, where the context so permits, its successors in interests, administrators and assigns) of the Other Part.

(PMCL and Vendor shall hereinafter be collectively referred to as the **Parties** and individually as **Party**.)

RECITALS

- A. **WHEREAS**, the Parties entered into a Value Added Services Agreement dated September 25, 2023 (the **VAS Agreement**), which was subsequently amended by Addendum No. 1 dated: June 20, 2024 (the **Addendum No.1**);
- B. **AND WHEREAS**, the Parties, by mutual agreement, now wish to further amend the VAS Agreement in accordance with the terms set forth herein; and
- C. **NOW THEREFORE**, in view of the foregoing and in consideration of the mutual benefits to be derived and other good and valuable consideration, the sufficiency of which is hereby acknowledged and intended to be legally bound, both the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Addendum No.2 (including the Preamble, Recitals and Annexures), capitalized terms shall have the meanings ascribed to them in the *Principle Agreement* and as set forth below, provided that in the event of any conflict between the definitions in the *Principle Agreement* and those in this Addendum No.2, the definitions in this Addendum No.2 shall prevail:

Addendum No.1 shall bear the meaning ascribed thereto in the Recitals;

Addendum No.2 shall bear the meaning ascribed thereto in the Preamble;

Amended Agreement means collectively the VAS Agreement, Addendum No.1 and Addendum No.2;

Application means the platform of Jazz Drive;

Complaint(s) means any issue, dispute, or concern raised by a Customer, submitted via any of the Complaint Forum, and categorized as either: (i) a Jazz Domain; or (ii) a Vendor Domain, as applicable;

Complaint Forum means, collectively and individually, the designated Jazz Complaint Email, Vendor Complaint Email, and/or any other official complaint submission channels, including, *inter alia*, email, helplines, or any alternative complaint registration mechanisms maintained by PMCL, the Vendor, or, where applicable, as directed by a competent regulatory authority in accordance with Applicable Laws;

Data means any data, information, files, materials, documents, images, text, videos, or other digital assets uploaded or stored by the Customer using the Service, including any associated Intellectual Property Rights, and any data provided by the Customer through the Service, all subject to the Terms and Conditions and the provisions of the Amended Agreement, excluding any data or materials provided by the Vendor or data that violates: (i) Applicable Laws; (ii) the Amended Agreement; and/or (iii) the Terms and Conditions;

Domain means, individually or collectively, either: (i) the Jazz Domain; and/or (ii) the Vendor Domain;

Effective Date shall bear the meaning ascribed thereto in the Preamble;

Execution Date shall bear the meaning ascribed thereto in the Preamble;

Grace Period means the period of forty-five (45) days from the Payment Due Date, during which the Customer may retrieve or download their Data;

Jazz Domain means the Complaints received by any Party pertaining to either: (i) usage-related disputes; (ii) billing; or (iii) account access, in each case, of the Service;

Jazz Complaint Email means customercare@jazz.com.pk or such other email address as notified by PMCL to the Vendor in writing;

Message(s) means the notifications, as provided by PMCL, the Vendor is required to send to the Customer in accordance with this Addendum No. 2, during the Grace Period, through the designated channels;

Parties or **Party** shall bear the meaning ascribed thereto in the Preamble;

Payment Default means any failure by the Customer to make required payments for the Service, including, *inter alia*: (i) non-payment; (ii) payment errors or inaccuracies; (iii) cessation or interruption of payment; (iv) delayed payments exceeding agreed terms; or (v) any action that prevents processing of payment, affecting the Customer's access to or use of the Service;

Payment Due Date means the date by which the Customer is required to make payment for the Service(s), which may be adjusted or modified from time to time based on either: (i) PMCL's discretion; (ii) the billing cycles, or (iii) any other conditions as outlined in the Amended Agreement or as agreed between the Parties in writing;

PMCL shall bear the meaning ascribed thereto in the Preamble;

Principle Agreement means collectively the VAS Agreement and Addendum No.1;

Representative(s) shall bear the meaning ascribed thereto in the Section 5.4.1;

Terms and Conditions means the terms and conditions of the Service: (i) as mutually agreed between the Parties; (ii) as set forth in ANNEXURE I – TERMS AND CONDITIONS; (iii) applicable on the Customers; and (iv) which may be amended from time to time, in each case, in accordance with this Addendum No. 2;

VAS Agreement shall bear the meaning ascribed thereto in the Recitals;

Vendor shall bear the meaning ascribed thereto in the Recitals;

Vendor Complaint Email means customercare@switch.com.pk or such other email address as notified by the Vendor to PMCL in writing; and

Vendor Domain means the Complaints received by any Party pertaining to either, *inter alia*: (i) deletion; (ii) modification; (iii) management; or (iv) Data storage in each case, to the Service.

- 1.2. Unless the context otherwise requires, any reference to this Amendment Agreement or to any other instrument shall be construed as a reference to this Amendment Agreement or that instrument as amended, supplemented or novated from time to time and includes a reference to any instrument which amends, waives, is supplemental to, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Amendment Agreement or any such other instrument.

2. **ADDENDUM**

2.1. TERMS AND CONDITIONS

- 2.1.1. The Parties hereby mutually acknowledge and agree to the Terms and Conditions, which shall govern the provision and use of the Services contemplated in the Amended Agreement.
- 2.1.2. The Parties further acknowledge, agree, and confirm that the Terms and Conditions shall be made available on the Application, and the Customer shall be required to review and accept the same as a condition precedent to: (i) accessing; (ii) using; and (iii) subscribing, in each case, to the Services. Upon such acceptance, the Terms and Conditions shall be legally binding on the Customer.

2.2. LIMITATION OF LIABILITY

- 2.2.1. The Vendor hereby acknowledges, agrees, and confirms that PMCL shall not be liable to the Vendor, its affiliates, or any third party for any indirect, consequential, special, punitive, or incidental damages, including, *inter alia*, to loss of profits, loss of business, loss of data, or reputational harm, arising out of or in connection with this Agreement, whether based on contract, tort (including, *inter alia*, negligence), equity, or any other legal theory, even if PMCL has been advised of the possibility of such damages.
- 2.2.2. Without prejudice to the foregoing, the Vendor further acknowledges, agrees, and confirms that PMCL's total aggregate liability under this Agreement, whether in contract, tort (including, *inter alia*, negligence), or otherwise, shall in no event exceed PKR 1,000,000/- (One Million Pakistan Rupees).
- 2.2.3. The Vendor expressly waives any claims against PMCL beyond the limitations set out in this Section and undertakes that it shall not, under any circumstances, seek to impose liability on PMCL beyond what is expressly provided for herein.

2.3. DATA DELETION AND RETENTION

- 2.3.1. The Vendor hereby acknowledges, agrees, and undertakes that, in the event of termination or unsubscription of the Service by the Customer, the following data retention provisions shall apply:
- (a) in the event that the Customer unsubscribes from and/or cancels the Service, the Vendor shall ensure that Customer's Data is retained for a period of forty-five (45)

days following the date of the cancellation and/or unsubscription and during this period the Customer shall have the right to retrieve or download their Data; and

- (b) in the event that the Service is terminated by PMCL, the Vendor shall retain the Data for a period of forty-five (45) days from the date of such termination, within which the Customer shall have the right to retrieve or download their Data.
- 2.3.2. In the event of a Payment Default, to be confirmed by PMCL, the Vendor hereby acknowledges, agrees, and confirms that it shall provide the Customer with a Grace Period during which the Customer may: (i) access; (ii) retrieve; and/or (iii) download, in each case, their Data. The Vendor further acknowledges, agrees, and confirms that if the Customer fails to resolve the Payment Default within the Grace Period, the Vendor shall have the right to permanently delete the Customer's Data, without any possibility of: (i) recovery; (ii) further access to; and/or (iii) rights over, in each case, such Data.
- 2.3.3. In each instance set forth in Section 2.3.1 and Section 2.3.2, the Vendor hereby acknowledges, agrees, and undertakes that the Customer shall be duly notified via Messages during the Grace Period, and that:
- (a) the first Message shall be sent within the first ten (10) days of the commencement of the Grace Period;
 - (b) at least two (2) additional reminder Messages shall be sent prior to the expiration of the Grace Period, through the prescribed channels, each of which shall include, *inter alia*:
 - (i) the remaining duration of the Grace Period;
 - (ii) the method and/or link for the Customer to retrieve or download their Data; and
 - (iii) the option for the Customer to continue their subscription to the Service.
- 2.3.4. The Vendor acknowledges and agrees to comply with all applicable data protection laws, regulations, and standards in relation to the retention, storage, and deletion of the Customer's Data. The Vendor further agrees to update the data retention and deletion policy as required by any changes in relevant data protection or privacy laws and to notify PMCL and the Customer of such changes, if any.
- 2.3.5. The Vendor shall indemnify, defend, and hold harmless PMCL, its President, members, officers, directors, and employees from and against all claims, damages, liabilities, losses, and expenses (whether direct or indirect), including but not limited to damage to property, arising out of or in connection with: (i) any failure by the Vendor to comply with the data retention, access, retrieval, deletion, or data protection provisions set forth in Section 2.3; or (ii) any negligence, willful misconduct, or omission by the Vendor, its employees, agents, or subcontractors in connection with its obligations under this Agreement.
- 2.4. COMPLAINT HANDLING
- 2.4.1. The Parties acknowledge, agree, confirm and undertake that all Complaints shall be handled strictly in accordance with this Addendum No.2 and no Party shall be responsible for addressing Complaints outside its respective Domain, except as expressly provided herein.
- 2.4.2. The Parties hereby acknowledge, agree, confirm, and undertake that:
- (a) Complaints shall only be received through the designated Complaint Forums and the Party receiving a Complaint shall, based on its subject matter, determine whether it falls within the Jazz Domain or the Vendor Domain;
 - (b) Complaints falling under the Jazz Domain shall be addressed exclusively by PMCL, whereas Complaints falling under the Vendor Domain shall be addressed and dealt with exclusively by the Vendor; and
 - (c) if a Complaint is submitted to the incorrect Complaint Forum, the receiving Party shall be responsible for promptly routing the Complaint to the correct Party within three (3) working days from the date of receipt of such Complaint and the timeline for resolution of such Complaint shall commence from the date the Complaint is

received on the correct Complaint Email.

2.4.3. The Vendor hereby acknowledges, agrees, confirms, and undertakes that:

- (a) it shall ensure that all Vendor Domain Complaints are resolved within three (3) working days from the date of receipt of such Complaint; and
- (b) all such Complaints shall be resolved and/or addressed at the Vendor's sole cost, expense, and risk, without any right to claim: (i) reimbursement; (ii) indemnification or (iii) set-off, in each case, from PMCL.

2.4.4. The Parties hereby agree that in the event of any disagreement regarding the appropriate Domain under which a Complaint falls, PMCL shall have the exclusive authority to make the final determination, which shall be conclusive, final, and binding on the Parties.

3. EFFECTIVENESS

3.1. This Addendum No.2 shall come into effect on the **Effective Date** and shall always be deemed an integral and inseparable part of the Agreement.

4. REPRESENTATION AND WARRANTIES

4.1. Vendor hereby represents and warrants that:

- 4.1.1. it is a duly incorporated, validly existing entity, and has full power, authority, and legal right to enter into and perform its obligations under the Amended Agreement and it has obtained all necessary corporate approvals to execute, deliver, and perform this Amended Agreement;
- 4.1.2. it shall comply with all Applicable Laws, regulations, and industry standards, including, *inter alia*, data protection, privacy, cybersecurity, and telecommunications laws, in connection with the performance of its obligations under this Amended Agreement;
- 4.1.3. the Services, including all software, technology, and other materials provided by the Vendor, do not and shall not infringe, misappropriate, or otherwise violate any third party's Intellectual Property Right;
- 4.1.4. Services shall be provided in a professional and workmanlike manner and shall conform in all material respects to the specifications, performance standards, and service levels set forth in the Amended Agreement;
- 4.1.5. it has implemented and shall maintain appropriate technical and organizational measures to protect any Customer data stored, processed, or transmitted through its Services against unauthorized access, loss, theft, or corruption, and shall comply with all applicable data protection laws;
- 4.1.6. it is not subject to any insolvency proceedings, bankruptcy, or liquidation, and has the financial capability to perform its obligations under the Amended Agreement; and
- 4.1.7. all documents, reports, and information provided by the Vendor to PMCL in connection with this Amended Agreement are true, complete, and accurate in all material respects.

5. MISCELLANEOUS

5.1. ENTIRE AGREEMENT AND PRECEDENCE

5.1.1. This Addendum No.2, together with its Annexures, sets forth the entire agreement and understanding of the Parties with respect to its subject matter. In the event of any conflict between the substantive provisions of this Addendum No. 2 and substantive provisions of the Principle Agreement, the terms and conditions and Annexures/Schedules/Appendices of this Addendum No.2 shall prevail.

5.2. DEFINED TERMS REFERENCES

5.2.1. Any term not specifically defined herein shall have the same meaning as provided in the Principle Agreement.

5.3. ELECTRONIC EXECUTION AND VALIDITY

5.3.1. This Addendum No.2 shall be executed electronically by the Parties. The electronic signatures (including any electronic symbol or process attached to, or associated with the Addendum or other record and adopted by a person with the intent to sign, authenticate or accept such Addendum No.2 or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law. The Parties hereby irrevocably waive any objection to the contrary.

5.4. AUTHORITY AND REPRESENTATION

5.4.1. This Addendum No.2 is executed / signed by the duly authorized representative(s) (the **Representative(s)**) of the respective Parties and such representative(s) assure and guarantee that in accordance with the respective Parties' internal policies, constitutional documents, board resolutions, delegation of authority, relevant law and other ancillary documents they are duly authorized by the respective Parties to execute this Addendum No.2 on their behalf. If at any time it transpires otherwise, then such Representative(s) misrepresenting knowingly or unknowingly shall fully indemnify the other affected Party and shall be personally liable to criminal and civil legal recourse available to other Party.

5.5. WAIVER OF TERMS

5.5.1. Any term or condition of this Addendum No.2 may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Addendum No.2, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Addendum No.2 on any future occasion(s).

5.6. AMENDMENT AND MODIFICATIONS

5.6.1. This Addendum No.2 may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each Party hereto.

5.7. COUNTERPARTS

5.7.1. This Addendum No.2 may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5.8. RIGHTS AND REMEDIES

5.8.1. A Party may exercise a right, power, or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power, or remedy by a Party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a Party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise. The rights, powers, and remedies provided in this Addendum No.2 are cumulative with and not exclusive of the rights, powers, or remedies provided by law independently of this Addendum No.2.

5.9. GOVERNING LAW

5.9.1. This Addendum No.2 shall be construed in accordance with and governed by the laws of Pakistan.

5.10. SEVERABILITY

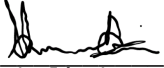
5.10.1. If any provision of this Addendum No.2 shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Addendum No.2 invalid. Rather, the Addendum No.2 shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each Party shall be construed and enforced accordingly.

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorised representatives as of Signing Date.

FOR AND ON BEHALF OF PMCL:

FOR AND ON BEHALF OF VENDOR:

SIGNATURE: 
NAME: Muhammad Ali Khan
DESIGNATION: Head of Digital Products

SIGNATURE: Khizer Alam Khan
NAME: Khizer Alam Khan
DESIGNATION: CEO

SIGNATURE: Usman Qureshi
NAME: Usman Qureshi
DESIGNATION: Head of Procurement and SCM

QH

WITNESSES:

Fizza Yasmeen
NAME: Fizza Yasmeen
DESIGNATION: Expert Digital Products

Rehan Khan
NAME: Rehan Khan
DESIGNATION: COO - Switch Communication

ANNEXURE I – TERMS AND CONDITIONS

Terms & Conditions for Use (“Terms”) - Jazz Drive

THESE TERMS AND CONDITIONS WILL GOVERN THE USE OF/ACCESS TO “JAZZ DRIVE” PRODUCT/SERVICE, WHICH IS DESIGNED AND OPERATED IN COLLABORATION WITH SWITCH COMMUNICATIONS (PVT.) LTD (“VENDOR”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS & CONDITIONS BEFORE STARTING USE OF THIS PRODUCT/SERVICE. BY CLICKING “AGREE,” YOU ARE AGREEING THAT THESE TERMS WILL APPLY AND THAT YOU WILL BE BOUND BY THEM IF YOU CHOOSE TO ACCESS OR USE THE PRODUCT/SERVICE.

Pakistan Mobile Communications Limited (“Jazz”) is providing access/connectivity to the product/platform namely “Jazz Drive” designed and operated in collaboration with its Vendor namely Switch Communications (Pvt) Limited (“Vendor”) once you subscribe for this Product/Service. The Vendor will be providing this product/Service including backend support, storage and other technical aspects., to such customers who subscribe to this Service/Product. This Product/Service enables you to store your personal content/documents and making it accessible on your compatible devices and computers only in accordance with the Terms.

These Terms set out the basis upon which Jazz (“we”, “us” and/or “our”), agree to provide the Service to you (“User”, “you” and/or “your”).

1. Terms of Use

1.1 If you do not agree to the Terms set forth herein you cannot use the Service. These Terms constitute a binding legal agreement between you and us.

1.2 We may amend these Terms from time to time, at our discretion. If you do not agree to any change, you must discontinue your use of the Service. Your continued use of the Service will constitute your acceptance of all changes made in the Terms. The Terms are available at <https://jazzdrive.com.pk/termsfuse.php> and you are responsible for making yourself aware and keeping yourself updated of these Terms by frequently visiting the said webpage.

1.3 We may (but do not promise that we will) offer additional or amended elements of Jazz Drive from time to time, as per our discretion. Depending on the additional or amended element you may not be able to continue to use or access Jazz Drive until you have downloaded an update and/or accepted any new or revised terms to these Terms and Conditions.

1.4 You must be, or must obtain the permission of, the owner of the device on which you download and access Jazz Drive. You are responsible for your use of Jazz Drive on or in relation to any device.

1.5 Certain functions we offer within Jazz Drive may be subject to additional terms and conditions (“Product Terms”) which will be made available to you upon provision of the relevant function/facilities/services. In the event of any conflict or inconsistency between any such Product Terms and these Terms, the relevant Product Terms shall take precedence.

2. Registration and Account

2.1 In order to use/access Jazz Drive you must download and register an Account with Jazz Drive as per the specified procedure. For such registration, you must be:

- (a) at least eighteen (18) years of age in order to register for and use the product/ Service. If you are below the age of eighteen (18), your parent or guardian must agree to these Terms on your behalf; and
- (b) an individual, and not a company or commercial entity or a business user.
- (c) Use of the Service/Product may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. Jazz reserves the right to limit the number of Jazz Drive Accounts that may be created from a device and the number of devices associated with an Account. The latest version of certain software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

If you do not comply with these requirements you cannot register for or use Jazz Drive. Further, you may only register for and hold one Account.

2.2 By registering you will be required to give us certain information about you, at the point of registration and/or later, if requested.

2.3 You will ensure that the information which you provide to us in connection with your registration and Account (“Your Data”) is truthful, accurate and complete. You must keep Your Data in your account updated.

2.4 Your Data and other information which we receive or generate in connection with Jazz Drive may contain information about living individuals (“Personal Data”). We will use Personal Data in accordance with the applicable Jazz Privacy Policy, which may be accessed at <https://jazzdrive.com.pk/privacypolicy.php> . It is important that you read the Privacy Policy before you register to become well aware of its terms as it governs what we may do with your Personal Data.

2.5 Your account for use of Jazz Drive is personal which cannot be transferred to or used by

anyone else. As part of the registration process you must select a password and user ID (“Credentials”) to allow you to access your account and use Jazz Drive. You must keep your Credentials secure. If you think that your Credentials may have been disclosed to someone else, you must report this to us by contacting info@jazzdrive.com.pk for blocking/changing the Credentials to avoid misuse. If you delay in informing us or you are at fault in not protecting your Credentials, you will be liable for any misuse or losses cause to the system/product/information/Credentials, etc. Jazz and its Vendor shall not be held responsible for any breach of privacy, access to personal data/credentials or loss of Content, Personal data/Credentials, etc.

2.6 Subject to your compliance with these Terms, Jazz permits you to use Jazz Drive, provided that:

(a) your use of Jazz Drive is solely for your own personal use and you therefore must not attempt to resell or charge others for use of or access to Jazz Drive or use it for any business purposes; and

(b) you must not, nor attempt to replicate, transfer, give access to or re-distribute any part of Jazz Drive to any one or any system by any means or through any medium.

2.7 Including when required by law or by our Vendor(s), we may require you to provide evidence of government-issued photo ID or other ID in an approved form and reserve the right to suspend or terminate your account and/or your use of Jazz Drive if such ID is not provided to our reasonable satisfaction. You must co-operate with and pass all other identification, anti-money laundering, fraud-protection or security checks which we or our Vendor(s) may operate.

3. Payments and Fees

3.1 You are responsible for the timely payment of all fees including subscription fee and for providing Jazz with a valid credit card or payment account details or keep your postpaid account payments up-to-date or to recharge through prepaid methods (“Payment Methods”), for payment of all fees. If you are unable to pay the applicable fees within due dates, Jazz reserves the right to revoke or restrict access to your stored content or terminate your Account, as per its discretion. Please note all data/personal information/credential/content stored in your Account will automatically be deleted by the system when your Account is terminated. Therefore, please remain vigilant in paying the dues in timely fashion to avoid termination of Account. In case of any loss to the data/personal information/Credentials/stored documents/contents as a result of termination of Account, Jazz or its Vendor will not be held responsible.

3.2.If you want to designate a different Payment Method or if there is a change in your credit card or Payment Method status, you must change your information online through the Jazz Drive Platform or contact us at customercare@switch.com.pk this may temporarily disrupt your access to the Services/product while Jazz verifies your new payment information. We may contact you via email regarding your account, for reasons including, without limitation, reaching or exceeding your storage limit of your selected plan.

4. Jazz Drive

4.1 Jazz Drive is provided to you on an “as is” and “as available” basis only. From time to time, we may modify features of Jazz Drive and its terms and conditions, as per Jazz discretion, and without further notice, to keep Jazz Drive upgraded with new features where possible.

4.2 You must comply with all the Terms set out herein and applicable laws while using Jazz Drive.

4.3 You are responsible for your use of Jazz Drive including any content which you store, post, submit, send or share (which may include, without limitation, Images, Videos, Contacts, Documents Social Media content etc.) through Jazz Drive. Such content must, at all times, comply with the usage policy of Jazz Drive set out in Clause 6 below (the “Usage Policy”).

5. Usage Rights:

5.1 You always retain ownership of content which you post, submit or send but:
(a) by posting, submitting or sending such content to Jazz Drive you grant us (and our contractors/vendors and suppliers) a license at no cost to, and to permit our contractors/vendors, and suppliers to, disclose the data only to law enforcement agencies, courts of law and any other authorized officers authorized by Pakistan Telecommunication Authority (PTA) under applicable laws, if required.

5.2 Decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software in Jazz Drive into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is strictly prohibited. In case of any violation, you will be dealt with in accordance with law.

5.3 Jazz reserves, to itself and its Vendor, all rights in and to Jazz Drive not expressly granted to you in these Terms.

6. Usage Policy:

6.1 “Content” means any information that may be generated or encountered through use of the Service/Product, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, etc. You

understand that all Content, whether publicly posted or privately transmitted on the Service/Jazz Drive is the sole responsibility of the person from whom such Content is/was originated or posted on Jazz Drive. This means that you, and not Jazz, are solely responsible for any Content you upload, download, post, transmit, store or otherwise make available through your use of the Service. You understand that by using the Service/Jazz Drive you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Jazz does not control the Content posted via the Service/Jazz Drive, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service/Jazz Drive and any Content is solely at your own risk.

6.2 You agree that at all times:

- (a) Your Content shall not:
 - (i) be pornographic or obscene, or contain sexually explicit content or child pornography;
 - (ii) defame or denigrate, nor impersonate or misrepresent, other persons;
 - (iii) infringe privacy, applicable law or rights of publicity or confidentiality;
 - (iv) incite racial or religious hatred;
 - (v) threaten, harass, intimidate or incite violence against any individual or group;
 - (vi) be unlawful or encourage unlawful activity including use or sale of prohibited drugs, terrorism or crime;
 - (vii) advertise or promote business, political or religious activities; or
 - (viii) contain any material which may breach or cause to breach national security or national integrity;
- (b) You should not, nor attempt to interfere with or disrupt the operation of Jazz Drive and must notify us immediately of any breach of security or unauthorized use of Jazz Drive of which you become aware; and
- (c) You shall not, nor attempt to, use Jazz Drive/Service or any third-party service accessible via Jazz Drive:
 - (i) in any manner which is unlawful or inconsistent with these Terms or is fraudulent, malicious, illegal, or in breach of applicable law, including by hacking or inserting a virus, worm, malicious code or harmful data into Jazz Drive, or could otherwise threaten or compromise the security or integrity of our systems;
 - (ii) through any automated means or in any manner that could damage, disable, impair or seek to obtain unauthorized access to our systems or interfere with other users;
 - (iii) to collect, scrape or harvest information or data from any user or our systems or attempt to interfere with transmissions to or from the servers running Jazz Drive;
 - (iv) for any commercial or business activity including to send spam or other unsolicited or bulk communications or any form of commercial communications or marketing; or
 - (v) to make unauthorized use, copies or distribution of content obtained via Jazz Drive or to transmit counterfeit or pirated material nor otherwise infringe the intellectual property or related rights of Jazz or any third party. **YOUR COMPLIANCE WITH THE ABOVE IS AN IMPORTANT LEGAL OBLIGATION AND YOU SHOULD CONSIDER IT CAREFULLY.** If you have any questions about the above, please contact us.
 - (vi) you may not upload data exceeding 1 TB in size to the Jazz Drive. Any attempt to upload data exceeding this limit may result in termination of your access to the Jazz Drive.

6.3 If you breach Clause 6.2 above you will be in breach of these Terms and in addition to exercising our rights of termination contained herein under Clause 9 below:

- (a) We may take legal action against you; and
- (b) You may have additional legal liability, not just to us, but also to other users, the providers of Content displayed in Official Accounts and other third parties (collectively referred to as the "Additional Parties") who may also take action against You.

You will indemnify Jazz, and will also be liable to damages, and you also agree to compensate the Additional Parties for any loss or damage that we or the Additional Parties may suffer arising out of your breach of Clause 6.2 and for any other breach of these Terms, improper use of Jazz Drive and/or breach of any law or the rights of a third party from your account.

6.4 We shall determine compliance with the Usage Policy at our sole discretion, acting reasonably. We may disable and/or block access to your Content which we believe not to be in compliance with the Usage Policy or these Terms, while we consider and investigate any potential breach. In the event that any of your Content is found to violate the Usage Policy or these Terms,

access to such content may be permanently blocked or the Content in question may be deleted, without any liability on this account on Jazz or its vendors.

6.5 We may use technical means to enforce the Usage Policy.

6.6 Anyone who believes that material or activity on Jazz Drive breaches the Usage Policy should contact us and provide us with all relevant information in writing including:

Identification of the material or activity which is claimed to be in breach of the Usage Policy and its location or occurrence on Jazz Drive;

(b) How and why, it is claimed to breach the Usage Policy; and

(c) The complainant's full contact details (including physical address, telephone number, and email address).

Without prejudice to our legal rights, further information and actions may be requested before steps can be taken by Jazz.

6.7 You are responsible for backing up your important data/content/information, to your own computer or other device, any important documents, images or other Content that you consider important and that you store or access via the Service/Jazz Drive. Jazz shall use reasonable skill and due care in providing the Service/Jazz Drive, but Jazz does not guarantee or warrant that any Content you may store or access through the Service/Jazz Drive will not be subject to inadvertent damage, corruption or loss. Therefore, you must consider it appropriate to store such Content/data/information/Credentials on any other device of your choice so that you will not lose your important information, for any reason whatsoever due to termination of Account or a system glitch/bug, system limitation or capacity of the system, or accidental damage to such Content by any of factors at customers' end or Jazz end etc.

7. Feedback:

7.1 "Feedback" shall mean any input regarding our products and/or services (including Jazz Drive), including changes or suggested changes to our current or future products and/or services.

7.2 All Feedback provided by you shall not be considered confidential information and shall be received and treated by us on a non-confidential and unrestricted basis.

7.3 You agree that Jazz and its Vendor shall have and retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in and to any Feedback provided by you or any other party, and acknowledge that we may use the Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into a Jazz product or service, and to display, market, sublicense and distribute such Feedback as incorporated or embedded in any product or service distributed or offered by us.

8. Termination and Suspension:

8.1 Subject to the procedure set forth in Clause 9 below, you may delete/unsubscribe your Jazz Drive Account and/or stop using the Service/Jazz Drive at any time. To terminate your Jazz Drive account immediately, You may contact us at [-] or utilize any other unsubscription/termination options we may make available and communicate to you. This action would be non-reversible and we may require a written request from your registered email for such action for purposes of exclusion of any liability whatsoever. Any fees paid by you prior to your termination are non-refundable (except as expressly permitted otherwise by these Terms), including any fees paid in advance for the billing year/month/day during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

8.2 Jazz may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of these Terms or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel, unsubscribe or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or has or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service, etc. Any such termination or suspension shall be made by Jazz in its sole discretion and Jazz will not be responsible to you or any third party for any damages or loss of Content that may result or arise out of such termination or suspension of your Account and/or access to the Service.

8.3 Upon termination of your Account you may, in accordance with the procedure set forth in Clause 9 below, lose all access to the Service and any portions thereof, including, but not limited to, your Account and your Content. In addition, after the relevant grace period (provided for in Clause 9 below) has elapsed, all information and data stored in or as a part of your account(s) in the Account will automatically deleted without any possibility of recovery.

8.4 We may at any time suspend, with immediate effect, the provision to you of all or any element(s) of Jazz Drive in the event that you fail to comply with any provision set out in these Terms and/or if we otherwise consider it necessary to protect the security and integrity of Jazz

Drive or to comply with our legal obligations.

9. Data Retention and Deletion

9.1 In the event of termination of the Agreement/unsubscription of the service:

(a) **By cancellation/unsubscription of your subscription**, pursuant to Clause 8.1 above, Your Content will be preserved for a period of **Forty Five (45) days** within which you may download/retrieve such content, following which it will be permanently deleted and cannot be retrievable; or

(b) By us, pursuant to Clause 8.2 above, Your Content will be preserved for a period of **Forty Five (45) days** within which you may download/retrieve such content, following which it will be permanently deleted due to capacity reasons and system limitations, provided, however, that any content blocked, under Clause 5.3, for failure to comply with the above Usage Policy or for any other violation of this Agreement may not be retrieved at all.

Provided that during the time periods mentioned in Clause 9.1(a) and 9.2(b) respectively, you may only utilize JAZZ DRIVE in order to download/retrieve the available content, in accordance with the aforesaid provisions.

9.2 In cases of non-payment or any errors/issues in payment pertaining to your Payment Methods or if you stop payments for any reason whatsoever, we reserve the absolute right to suspend or terminate your account and provide a Grace Period of a maximum of **Forty Five (45) days** to retrieve or download your data. For continuation of your subscription you must contact us at _____ in order to retain your data in your continuing subscription. Failure to contact us for continuation of subscription may result in deletion of data permanently without any possibility of recovery.

10. Disclaimer of Warranty and Limitation of Liability:

10.1 Disclaimer of Warranty

Jazz shall use reasonable skill and due care in providing the service/access to Jazz Drive. The following disclaimers are subject to this express warranty.

Jazz does not guarantee, represent, or warrant that your use of the Service/access to Jazz Drive will be uninterrupted or error-free, and you agree that from time to time Jazz may suspend or remove the Service/access to Jazz Drive for indefinite periods of time, or cancel the Service/access to Jazz Drive in accordance with these Terms.

You expressly understand and agree that the Service/access to Jazz Drive is provided on an "as is" and "as available" basis. Jazz and its affiliates, subsidiaries, officers, directors, employees, agents, vendors and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the fitness for a particular purpose, and non-infringement. In particular, Jazz and its affiliates, subsidiaries, officers, directors, employees, agents, vendors and licensors make no warranty that (i) the Service/access to Jazz Drive will meet your requirements; (ii) your use of the Service/access to Jazz Drive will be timely, uninterrupted, secure or error-free; (iii) any information obtained by you as a result of the Service/access to Jazz Drive will be accurate or reliable; and (iv) any defects or errors in the software if provided to you as part of the Service/access to Jazz Drive will be corrected.

Jazz does not represent or guarantee that the Service/access to Jazz Drive will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Jazz disclaims any liability relating thereto.

Any material downloaded or otherwise obtained through the use of the Service/access to Jazz Drive is accessed at your own discretion and risk, and you will be solely responsible for any damage to your device, computer, or loss of data that results from the download of any such material. You further acknowledge that the Service/access to Jazz Drive is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the Service/access to Jazz Drive could lead to loss to person or property in any manner whatsoever.

10.2 Limitation of Liability

Jazz shall use reasonable skill and due care in providing the Service/access to Jazz Drive.

You expressly understand and agree that Jazz and its affiliates, subsidiaries, officers, directors, employees, agents, vendors, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, cost of procurement of substitute goods or services, or other intangible losses, resulting from: (i) the use or inability to use the Service/access to Jazz Drive; (ii) any changes made to the Service/access to Jazz Drive or any temporary or permanent cessation of the Service/access to Jazz Drive or any part thereof; (iii) the unauthorized access to or alteration of your transmissions or data; (iv) the deletion of, corruption of, backup/retrieval of data or failure to store and/or send or receive your transmissions or data on or through the Service/access to Jazz Drive; (v) statements or conduct of any third party on the Service/access to Jazz Drive; and (vi) any other matter relating to the Service/access to Jazz Drive.

This Clause 10 shall survive the termination of these Terms.

11. Indemnification

To the extent not prohibited by law, you agree to defend, indemnify and hold Jazz, its affiliates, subsidiaries, directors, officers, employees, agents, vendors, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service/access to Jazz Drive; (b) your use of the Service/access to Jazz Drive; (c) any violation by you of these Terms; (d) any action taken by Jazz, acting reasonably, as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred; or (e) your violation of any rights of another. This means that you cannot sue Jazz, its affiliates, subsidiaries, directors, officers, employees, agents, vendors, partners, contractors, and licensors as a result of its decision, acting reasonably, to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service/access to Jazz Drive, or to take any other action during the investigation of a suspected violation or as a result of Jazz's conclusion that a violation of these Terms has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by these Terms. This obligation shall survive the termination or expiration of these Terms and/or your use of the Service/access to Jazz Drive. You acknowledge that you are responsible for all use of the Service/access to Jazz Drive using your Account, and that these Terms apply to any and all usage of your Account. You agree to comply with these Terms and to defend, indemnify and hold harmless Jazz from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

12. Intellectual Property

12.1 You acknowledge and agree that Jazz and/or its licensors own all legal right, title and interest in and to the Service/access to Jazz Drive, including but not limited to graphics, user interface, the scripts and software used to implement the Service/access to Jazz Drive, and any software if provided to you as a part of and/or in connection with the Service/access to Jazz Drive (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service/access to Jazz Drive (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service/access to Jazz Drive in compliance with these Terms. No portion of the Service/access to Jazz Drive may be reproduced in any form or by any means, except as expressly permitted in these terms.

12.2 The use of the software or any part of the Service, except for use of the Service/access to Jazz Drive as permitted in these Terms, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

13. Claims of Copyright Infringement:

13.1 Notifications of claimed copyright infringement and counter notices must be sent to our designated copyright agent: info@jazzdrive.com.pk

13.2 We are only able to accept notices in the languages in which we make these Terms available.

13.3 We will respond expeditiously to claims of copyright infringement that are reported to our designated copyright agent, identified above, in accordance with applicable law.

14. General Terms:

14.1 We reserve the right to discontinue all or any aspect of the Service/access to Jazz Drive at any time.

14.2 Unless otherwise specified, any notices that you are required to give us under these Terms should be sent to contact@jazzdrive.com.pk. We may send any notices that we are required to give you under these Terms by any of the following methods as per Jazz discretion: posting to your account, email to the email address which you have provided to us and/or placing a notice on Jazz Drive or SMS.

14.3 We may transfer or assign our rights and obligations under these Terms to another organization or product, and we will always notify you if this happens, but this will not affect your rights or our obligations under these Terms. We will, wherever possible, provide you with prior notice.

14.4 These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

14.5 We cannot be responsible for any failure or delay in providing the Service/access to Jazz Drive because of factors which could be considered beyond our reasonable control, including but not limited to, electrical or power outages, utilities or other telecommunications failures (such as public communications network performance, congestion and connectivity), suspension/blocking of telecommunication services/facilities pursuant to orders of government/courts/regulatory bodies, etc, the performance of your device, technical failures (including as a result of the activity of hackers) and unpredictable events such as acts of God, labor disputes or other industrial

disturbances, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war or other such events which might disrupt our business despite our reasonable preventative measures and steps to overcome them.

15. Disputes:

All usage-related disputes, including but not limited to billing, account access, or Service/access to Jazz Dive-related queries, must be directed to Jazz at customercare@jazz.com.pk.

For matters specifically related to the data deletion, modification, or management of Content/data stored on the Service, such requests shall be addressed to and handled exclusively by the Vendor at customercare@switch.com.pk.

Jazz and its Vendor shall coordinate as necessary to resolve such issues, but primary responsibility for Content deletion and Content management lies with the Vendor. Please ensure all communications are detailed and provide sufficient information to facilitate resolution.

16. Entire Terms, Severability and Waiver

These Terms constitute the entire agreement between you and Jazz, governs your use of the Service/access to Jazz Drive and completely replaces any prior agreements between you and Jazz in relation to the Service/access to Jazz Drive. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Jazz to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to this agreement.