



TERMS AND CONDITIONS FIXED WIRELESS INTERNET SERVICE

By ordering and/or using the Fixed Wireless service (the "Service") from Zain Bahrain BSC(C) ("Zain"), the Subscriber agrees and accepts fully the terms and conditions as set out herein:

ACKNOWLEDGEMENT:

- A) The Service consists of a fixed wireless internet service. Zain will undertake all reasonable commercial efforts to deliver the stated Service to the Subscriber and the Subscriber hereby acknowledges that the Service speed can vary depending on Internet traffic and other factors beyond the control of Zain.
- B) Zain provides the Service on an "As Is" basis. In providing Internet access and any other services, Zain, its officers, directors, employees, representatives and agents, make no representations or warranties except as expressly stated herein.
- C) Subscriber accepts that Zain may change or withdraw any element of the Service from time to time and will use reasonable efforts to notify Subscriber of any necessary change in the Services.

TERM:

- A) The Service is for an initial term of eighteen (18) months (the "Initial Term") and shall automatically renew for subsequent terms (each "Subsequent Term"), until terminated in accordance with this Terms and Conditions.
- B) Subscriber may upgrade or downgrade the service at any time to a higher or lower service and accepts that a new Terms and Conditions applies with eighteen (18) months from the date the downgrade ONLY is applied.
- C) Zain may in its sole discretion terminate the Service at any time. In the event that Zain terminates the Service for reasons other than breach of this Terms and Conditions by Subscriber, then Zain shall endeavor to the extent reasonably possible to provide thirty (30) days' notice to Subscriber.
- D) Subscriber is liable under these Terms and Conditions for all fees and charges until such time as the Service has been terminated.
- E) If Subscriber is dissatisfied with the Service or any related terms, conditions, or practices, Subscriber's sole remedy is to discontinue using the Service, terminate the account, and pay any termination fees that apply. To terminate the service subscriber must sign the designated termination form at one of Zain shops. Subscriber understands that unless written notification is received by Zain from the subscriber after the initial term for his intention not to renew the service, the service shall continue and subscriber will continue to be responsible for payment of applicable service fees.

EQUIPMENT:

- A) During the Initial Term of the Service Zain will loan network equipment (the "Equipment"), to Subscriber to receive the Service. The Subscriber hereby agrees to pay the amount of BHD 3/- in consideration of the loan. In such case, should Subscriber terminate the Service for any reason during the Initial Term, a termination fee shall apply according to the below table ("Termination Fee") and will become immediately due in case the Subscriber decides to loan the Equipment from Zain. Termination Fee shall not apply to termination of the Service during any Subsequent Term.
- B) The Subscriber has the choice to purchase the Equipment from any Zain Shop at a price of BHD 50/-. In such case, should Subscriber terminate the Service for any reason during the term of the Service, the Subscriber shall not be liable to pay any Termination Fee.
- C) The Equipment will be installed at the Service Address as specified in the Service Application Form and shall remain the sole property of the Subscriber.
- D) Zain is responsible for delivery of Service to the Subscriber Premises, further distribution of the service is not the responsibility of Zain and no support will be provided for issues beyond the Equipment. E) Subscriber agrees not to, nor allows any other party to, move, dispose of, modify, or adjust the Equipment.

FEES/PAYMENTS:

- A) Subscriber shall pay a monthly service fee and all other applicable fees, charges, and other amounts for the Service at the rates in effect for the current billing period.
- B) Zain may increase or decrease the monthly service fee. Zain will use all reasonable efforts to provide Subscriber thirty (30) days or more notice of same.

THIRD PARTY ACCESS:

- A) Subscriber shall not resell, share, lease, hire or otherwise permit access to the Service to any third party, including but not limited to the connection of any third party to the Service through use of direct cable connection, network connection, wireless networking or any other means.
- B) Zain reserves the right to temporary suspends the Service pending investigation where it reasonably suspects the above clause is breached by Subscriber and reserves the right to terminate with immediate effect the Service.

SUBSCRIBER CONDUCT:

Subscriber shall comply with all laws, rules, regulations and legal obligations related to the Service. Subscriber shall not use the Service to conduct any business or activity or to solicit the performance of any activity which is prohibited by any law, rule, regulation or legal obligation. Subscriber shall not intercept any third party email messages in an unauthorized manner or engage in "spamming" or any similar conduct.

INDEMNITY:

Subscriber assumes all risk and liability for any use of the Service. Subscriber agrees to indemnify Zain against all claims, liability, damages, costs and expenses arising out of or related to Subscriber's use of the Service.

MISCELLANEOUS.:

- A) These Terms and Conditions constitute the entire agreement between Zain and the Subscriber relating to the Service herein and may not be assigned without the express written consent of Zain.
- B) These Terms and Conditions may be modified by Zain from time to time, Zain will make reasonable attempts by any communication to inform Subscriber when the Terms and Conditions of the Service are amended.

APPLICABLE LAWS:

- A) This Agreement shall be governed by the laws of the Kingdom of Bahrain.
- B) Zain and the Subscriber acknowledge that the Telecommunication Regulatory Authority ("TRA") has the right to review any dispute arising between Zain and the Customer if no settlement has been reached between them within 60 days from the date of submitting the complaint to Zain pursuant to Article 55 & 56 of the Bahraini Telecommunication Law. The Subscriber acknowledges that he/she read and understood these Terms and Conditions pertaining to the Service, the subscription package, the Termination Fee, and any other above mentioned obligations.

Termination fees:

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Fee | 54 | 51 | 48 | 45 | 42 | 39 | 36 | 33 | 30 | 27 | 24 | 21 | 18 | 15 | 12 | 9 | 6 | 3 |

The Subscriber

Zain