Zain Business
General Terms & Conditions

Contents

1. Terms and Conditions 2
1.1 Recitals 2
1.2 Definitions 2
1.3 Quality of Service 3
1.4 Obligations of the Company 3
1.5 Obligations of the Customer 4
1.6 Charges and Payment 4
1.7 Term and Validity 5
1.8 Suspension of Service 5
1.9 Termination of Agreement 5
1.10 Consequences of Termination 6
1.11 Changes in Laws and Regulations 6
1.12 Notices 6
1.13 Governing Law 6
1.14 Dispute Resolution 7

Zain Bahrain B.S.C., a public joint stock company duly established in accordance with the laws of the Kingdom of Bahrain, holder of commercial registration number 50603, having its principal office at Zain Bahrain Tower, Building 401, Road 2806, Block 428, Seef District P.O. Box 266, Manama, Kingdom of Bahrain (hereinafter the "**Company**").

The Customer is a company duly established in accordance with the laws of the Kingdom of Bahrain, (hereinafter the "**Customer**").

- **Declaration**

The Customer certifies that all the information provided herein is true and accurate, and accepts all the terms and conditions of this Agreement.

1. Terms and Conditions

1.1 Recitals

1.1.1 This Clause "Terms and Conditions" has been issued by the Company and accepted by the Customer by virtue of this Agreement. The Company may amend these terms and conditions in accordance with the laws and regulations issued by the TRA.

1.1.2 The Company provides the Service to the Customer according to the terms of the License granted to it by the TRA.

1.1.3 The Customer acknowledges that he has read and understood the terms of this Agreement, and accordingly accepted it.

1.1.4 This Clause "Recitals" is considered an integral part and parcel of this Agreement.

1.2 Definitions

"TRA": The Telecommunications Regulatory Authority.

"License": the license whereby the TRA authorizes the Company to provide Telecommunication Services.

"Service": the Service provided to the Customer in accordance with this Agreement including direct connection, connection between branches, access to the internet, global telecommunication services and any other services requested by the Customer from time-to-time as stated in the Agreement.

"Account": the subscription granted to the Customer to use the communication service(s) as per the conditions of the subscribed Service.

"Force Majeure": is the exceptional incident that neither can be foreseen nor prevented, which makes the implementation of the obligation impossible whereby the Company becomes unable to execute its obligations according to this Agreement.

"Internet Protocol": a protocol used for communicating data across a packet-switched internetwork using the Internet Protocol Suite, also referred to as TCP/IP.

"Leased Line": dedicated symmetric leased line connection.

"Equipment": terminal and associated equipment located at the Customer's premises and connected with a carrier's telecommunication channel like modems and routers.

"Site": the location(s) where the Services are requested.

1.3 Quality of Service

1.3.1 The Company shall use its best efforts to provide high quality Service that allows the Customer to benefit from the Service according to its obligations as per the quality control instructions as amended from time to time and according to the Company's License.

1.3.2 The Customer acknowledges that the Company shall not be held liable for any variance, malfunction or outage that could affect the Service from time to time by reason of Force Majeure. Furthermore, the Company shall not be held liable to compensate the Customer for any losses or damages that may occur due to his misuse of the Service. In all cases the Customer shall not be entitled to claim any compensation for such losses unless agreed otherwise.

1.3.3 The Company hereby undertakes to repair any breakdown upon its occurrence, within reasonable time, in accordance with the terms and conditions of its License.

1.4 Obligations of the Company

Company shall furnish the Customer according to the terms and conditions of this Agreement with the following:

1.4.1 In order that the Customer may use the Services, the Company shall, provided that all necessary clearances and building and planning permits have been granted, undertake Site preparation prior to the date specified and provide the Services for the term of this Agreement.

1.4.2 The Company shall perform the Services with reasonable skill and care using experienced personnel.

1.4.3 The Company shall protect the confidentiality of the Customer's information and not disclose it except for the information that the Customer allows to disclose or information required to be disclosed pursuant to the demand of specialized bodies to execute judicial and administrative orders or upon the request of the TRA.

1.4.4 The Company shall exert all possible efforts to reconnect the Service in case of technical failure or in case of emergency or due to alteration or maintenance, and not to give any declaration that the Service and/or network is free of faults.

1.4.5 The Company shall inform the Customer in writing about any changes that may occur on the Company's address and phone numbers in the way it deems appropriate.

1.5 Obligations of the Customer

The Customer shall undertake the following:

1.5.1 Prepare all necessary means to use the Service such as the computer, and Equipment.

1.5.2 Use the Service by means of equipment that are licensed or pre-approved by the TRA. Any violation of the above shall result in direct stoppage of benefiting from the Service.

1.5.3 Undertake all necessary preparations required to comply with the Company's installation and maintenance instructions and shall procure the equipment and software necessary to implement the Service.

1.5.4 Guarantee the compatibility of equipment or software not provided by the Company. In the event that Customer uses equipment or software not provided by the Company which impairs Customer's uses of the Service, Customer shall nonetheless be liable for such usage.

1.5.5 Maintain the confidentially of the username and password of the Equipment.

1.5.6 Notify the Company of any changes of Customer information related to the subscription of the Service.

1.5.7 Pay the Service fees according to the prices agreed between the Company and the Customer.

1.5.8 Not to use or utilize the Service, for any illegal, improper and\or immoral purposes including but not limited to harassment, fraud, infringement of intellectual property right.

1.5.9 Customer undertakes not to use or allow the use of the Services for purposes that endangers security, general safety and/or ethics, or to use it in a manner that violates or contravenes applicable laws or regulations.

1.5.10 Not to trade on connectivity, resell, or lease the Services, however the Customer may transfer or assign the Service to a third party after obtaining the prior written consent of the Company.

1.6 Charges and Payment

1.6.1 In consideration of the Services to be provided hereunder by the Company, the Customer shall pay to The Company a setup fee and a monthly charge as agreed between the two parties (the "Non-Recurring Charges" and the "Recurring Charges").

1.6.2 The Customer shall pay the "Recurring Charges" to the Company in advance at the beginning of each Payment Term.

1.6.3 In the event of a relocation of the Site to which connectivity is provided, a decommissioning and re-commissioning fee shall be administered. Each of these fees shall be paid by the Customer.

1.6.4 The Customer acknowledges that it is not possible for the Company to guarantee fault-free Service. Where a fault or defect occurs which is not due to an act or default of the Customer and is within the Company network, the Company will use all reasonable endeavors to repair any such faults. Where a fault or defect occurs which is found to be as a result of an act or default of the Customer, the Company will thereafter reserve the right to charge Customer for on-site support and trouble-shooting at a pre-agreed hourly fee subject to a minimum charge of one hour.

1.7 Term and Validity

The Agreement commences on the date of the Customer's signature or Service delivery, whichever comes last, and continues until the last day of the Commitment Period as agreed between the two parties unless previously terminated in accordance herewith. The Agreement shall thereafter be deemed to be renewed for another same Commitment Period. Either party may notify the other of his wish to not renew the Agreement for no specific reason at least thirty (30) calendar days prior to the expiry of the Agreement term duration or any renewed term.

1.8 Suspension of Service

The Company may suspend the Service, completely or temporarily in any of the following events:

1.8.1 Temporarily suspend the Service when there is an alteration or maintenance in the Service, provided that the Customer is notified prior to such suspension, and the Service is reconnected as soon as possible without payment of any reconnection fees.

1.8.2 Temporarily suspend the Service upon mutual agreement between the two parties provided that the Customer sends a written request to do so and settles all his due financial obligations upon mutual agreement between the parties.

1.8.3 Entirely suspend the Service for security and public safety reasons or upon the fraudulent or unethical use of the Service by the Customer.

1.8.4 The Company has the right to suspend the Service entirely or temporarily according to a written request from the Security and Judicial bodies or from the TRA. In such event, the Company shall not be liable to compensate the Customer for any incurred damages resulting from such suspension.

1.9 Termination of Agreement

1.9.1 The Company may terminate this Agreement at any time without notifying the Customer, in any of the following events:

a) The Customer's death, if an individual; and its bankruptcy if it was a company, unless agreed otherwise.
b) Liquidation or bankruptcy of the Company or revocation of the Company's license or its successors for any reason; and in the event of voluntary liquidation, the Company shall notify its Customers of its intention two months prior to the date of liquidation.
c) The Customer violates any of the terms and conditions herein.
d) The Customer fails to pay his due invoices after the lapse of thirty (30) calendar days from the due date.

1.9.2 The Company may revoke the Agreement if it discovered that the Customer had supplied it with wrong and/or delusive and/or fraudulent information, and the Customer did not rectify his position within one (1) calendar week from the date of notifying him to do so.

1.9.3 The Customer has the right to terminate this Agreement solely provided he informs the Company of his intention sixty (60) calendar days prior of the date of termination,

provided that he settles all due financial obligations for the full and remaining term of the Agreement.

1.9.4 In all cases suspension, disconnection, termination of this Agreement shall not release the Customer from any of the due amounts under this Agreement.

1.10 Consequences of Termination

In the event that the Customer terminates this Agreement prior to the expiry of the Agreement Term otherwise than due to the default or negligence of the Company, the Customer shall pay on the date of termination either a sum equivalent to the Recurring Charges which would have been payable by the Customer to the Company had this Agreement lasted for the full duration of the Agreement Term or such other sum as may be agreed between the parties.

1.11 Changes in Laws and Regulations

In the event new laws or regulations are enforced in the Kingdom of Bahrain, where the Company is obliged to amend the Services, products, Equipment or registration process provided herein or the terms and conditions of this Agreement, the Customer undertakes that it shall comply with the required changes.

1.12 Notices

1.12.1 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if left at or sent by registered post (whether by letter or, where the parties agree, by magnetic tape or any other form), facsimile transmission (confirmed by letter sent by registered post) or, where the parties expressly agree, by electronic mail, to the other party's registered office or any other address notified in writing by the other party as an address to which notices, invoices and other documents may be sent.

1.12.2 Any such communication shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of registered post or facsimile transmission. Any communication by electronic mail shall be deemed to have been made on the day on which the communication is first stored in the other party's electronic mail box.

1.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain. All disputes arising out of this Agreement shall first be dealt with in the spirit of reconciliation. In case such reconciliation efforts fail, the same shall be resolved through the Courts of the Kingdom of Bahrain.

1.14 Dispute Resolution

In the event of any complaint or dispute arising out of this Agreement, including but not limited to Service provisioning, Customer shall communicate immediately with the Company designated Business Support on the below contact information. In case the complaint or dispute is not resolved within sixty (60) calendar days of receipt of written notice of the complaint or dispute by Customer (or such longer time as mutually agreed between the parties) to negotiate in good faith in an effort to settle such complaint or dispute, Customer may refer the matter to the TRA for resolution. Each party will continue to fulfill its lawful obligations under this Agreement pending any complaint or dispute resolution. The Company and the Customer acknowledge that the TRA has the right to review any dispute arising between the Company and the Customer if no settlement has been reached between them within sixty (60) Calendar Days from the date of submitting the complaint to the Company pursuant to Article 55 & 56 of the Bahraini Telecommunication Law. The Customer has the right to communicate with the TRA or the Company through:-

Telecommunications Regulatory Authority

Telephone: 81188

Fax: +97317532523

E-mail: consumer@tra.org.bh

Zain Bahrain BSC

Address: Zain Tower, Road 2806, Block 428, Seef District,

Manama – Kingdom of Bahrain

E-Mail: Business_support@bh.zain.com

Telephone: (973) 36107007

Fax: (973) 36107104

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