



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply in relation to the provision of a Service by the Company to a Customer, in addition to any other documents forming the Agreement between the Company and the Customer.

■ One: Definitions

- Company: Zain Bahrain B.S.C., a company duly established in accordance with the laws of the Kingdom of Bahrain and a holder of commercial registration number 50603.
 - Customer: The person who requests subscription with Services provided by the Company and who by signing an application form confirms reading, understanding and accepting all the terms and conditions specified in this General Terms and Conditions.
 - Authority: The Telecommunications Regulatory Authority, established in accordance with the Legislative Decree No. 48 of 2002 promulgating the Telecommunications Law.
 - Service: means any product, service or add-on provided by the Company which has been purchased, subscribed to or otherwise made available to be used by the Customer and to which these General Terms and Conditions are to apply.
 - Agreement: means the entire contractual agreement between the Company and the Customer, comprising of the following documents. In the event of any discrepancy between the contents of any of these documents, the order of precedence shall be:
 - Application Form;
 - The charges and tariffs which will be published on the Company's official website;
 - Service specific terms that apply to a particular Subscription, product or service provided by the Company;
 - These General Terms and Conditions;
 - Company's Code of Practice; and
 - Company's credit control policy.
 - SIM Card: A subscriber identity module smart card containing the telephone number of a Subscriber, encoded network identification details, the personal identification number and other user data such as the phone book.
 - Application Form: means the Company physical forms through which the Customer sign to indicate their consent to purchase or subscribe to the Service which is considered an integral part of the Agreement.
 - Subscription: means the Company approved medium through which the Customer indicates their consent to purchase or subscribe to the Service which is considered an integral part of the Agreement. It includes but is not limited to online portal applications, SMS/USSD channels, IVR and the Company's mobile application.
 - Commitment Period: if applicable, means the minimum commitment period for the Service or component of the Service, in which it commences from the relevant Application Form date and expires at the end of the duration specified in the Application Form.
 - Due Date: means the date as of which, the amount issued in an invoice for payment. After this date, the Company may take actions against the Service or the Customer pursuant to the Company's credit control policy.
 - Traffic Management Practices: is a set of technical procedures used by the Company to measure and manage the traffic flow across the network in order to ensure an efficient use of network resources. This includes but is not limited to applying a Fair Usage Policy.
 - Fair Usage Policy: is a set of measures to limit or control the Customer's data traffic in a given time frame when it is deemed excessive or unreasonable. It can be by stopping the data service or by downgrading the data throughput speed, in accordance to the Application Form and/or Subscription.
 - Fraud: is the theft of Service or the use of telecommunications services to commit wrongful or criminal deception intended to result in financial or personal gain.
 - Equipment: means any electronic device, gadget, mobile handset, SIM Card or Customer Premises Equipment ("CPE") that is provided to the Customer as part of the Service in connection to a direct purchase, instalment or subsidy.
- ### ■ Two: Provision of the Service
- The Company shall provide the Service to the Customer either by issuing a SIM Card or by any other means and allocating a telephone number if necessary in order for the Customer to utilize the Service.
 - The Company shall connect the Customer with the Service within a period not exceeding five (5) working days commencing from the date of submission of the Application Form, unless otherwise agreed with the Customer in writing.
 - The Customer shall be able to utilize the Service within the limits of the geographical area covered by cell sites, in accordance with the license granted to the Company by the Authority. Calls to international destinations and roaming service are enabled by default in accordance to the Company's credit control policy unless requested otherwise by the Customer. Such service is subject to availability with the overseas network provider.
 - In the event a telephone number is provided to the Customer, this shall not entail any proprietary right over the telephone number assigned for the Customer to utilize. Such number may be changed and reassigned in the technical, operational or regulatory events required by and shall be in accordance with the National Numbering Plan approved by the Authority.
 - The Customer hereby accepts that, due to its very nature the Service may vary from time to time, and may be adversely affected by weather conditions, radio interference, building structure and the geographical nature of the territory where the Service is utilized and any other unforeseen conditions that are beyond the Company's control. Therefore the Company cannot guarantee fault-free Services nor strong indoor signal levels as the quality of service may be affected by these factors that are outside the control of the Company.
 - The Customer acknowledges that from time to time the Company may carry out maintenance or testing of its network. Furthermore, the Customer acknowledges that there may be unplanned outages which may cause disruption to the Service. During both planned and unplanned outages, the Company will try to keep the period of disruption to a minimum.
 - The Company undertakes to repair defaults whenever they occur in accordance with the conditions of the license or relevant regulations.

- The Company may, for purposes of safety and security or the conditions of the license granted to it, suspend any service provided to the Customer or request the Customer to temporarily refrain from using the Service.
- The Company shall have the right to apply Traffic Management Practices and amend the Fair Usage Policy at any time, if the Company applies a material change to the Fair Usage Policy contracted in the Application Form, the Customer has the right to terminate the Service at no additional charges; in such scenario the Customer is liable for previous due amounts, commitments or Equipment.
- The Company has the right in case of Service unavailability due to commercial or technical reasons, to migrate the Customer to a new substitute Service after notifying the Customer as soon as practical. If the Customer does not wish to migrate to the new Service, he/she is eligible for Service termination at no additional fees, for the avoidance of doubt, in such scenario the Customer is liable for previous due amounts, commitments or Equipment.

■ Three: Guarantees and Deposits

- Subject to the conditions of the license granted to the Company, the Company may request the Customer, whether at the time of signing the Application Form, or at any time during its duration, to deposit a guarantee or surety with the Company in an amount of a type specified by the Company. The right of the Company under this Clause shall, without limitation, arise in the following cases:
 - An event that is indicative of the Customer's inability or non-commitment to settling the amounts due by him at the specified dates.
 - If the Customer has no permanent address in the Kingdom of Bahrain, or if the Company finds that the Customer's address is uncertain for purposes of receiving invoices and correspondence.
 - In the event where the Customer subscribes to international or roaming services.
- Upon submission of the Application Form and prior to connecting the Customer with the Service, the Customer shall pay the guarantee or surety as a security in cash and where the amount specified by the Company on a case-by-case basis. This guarantee shall remain in force throughout the duration of the subscription for the purpose of settling amounts due to the Customer against utilization of the Service. The security shall be considered as the basis of the credit limit allowed for the Customer, and which may be increased upon the request of the Customer provided that such an increase shall be followed by an increase in the amount paid as a security as required by the Company. The Service shall be subject to suspension at any time where the Customer reaches the credit limit during the term of the subscription, provided that the Company notifies the Customer in the appropriate manner.
- The Customer hereby recognizes that, due to the very nature of postpaid billing cycle and some services such as international calls and roaming services where there is a dependency on external network operators in calculating the usage, the assigned credit limit may be exceeded until such usage is recognized by the Company.
- Any amounts due by the Customer upon termination or repudiation of the Application Form shall be settled by the guarantee or surety, and the balance, if any, shall be returned to the Customer. It is agreed that no interest shall accrue on amounts deposited with the Company, and the Company shall not be entitled to any interest on the amounts due by of the Customer.
- The Company may deduct any amounts due by the Customer pursuant to this General Terms and Conditions and/or pursuant to any written Application Forms or Subscription from any amounts deposited with it, and it may confiscate any guarantee, while the balance, if any, shall be returned to the Customer.

■ Four: Use of the Service by the Customer

- The Customer undertakes not to use the Service for purposes that endanger security and general safety, or to use it in a manner that contravenes the laws and regulations in force.
- The Customer shall not do anything that causes the network to be impaired or damaged and shall not use any Equipment or Service for any purpose that the Company believes is abusive, a nuisance, illegal or fraudulent.
- The Customer may not lease, resell or assign the service without the prior written consent of the Company and where the appropriate process is undertaken for such action.
- The Customer must immediately notify the company upon the loss or theft of the SIM Card. The Company may accept an oral notification provided that it is followed by a written notification, whereby the Company will deactivate the card and disconnect the service temporarily. The Customer shall bear any costs and/or fees arising out of the provided service until the Company is notified of the loss or theft of the SIM Card.
- A lost, stolen or damaged SIM Card shall be replaced by the Customer's use of its notification of such occurrences, provided that the Customer shall pay the replacement fee of the lost, stolen or damaged SIM Card on the basis of the prices and tariffs applicable in the Company at such time. In the event the Customer did not request or pay for the replacement or replacement within thirty (30) calendar days, the Service will be deemed terminated in accordance to these General Terms and Conditions.

■ Five: Voice and Data Services

- The Customer may utilize the voice and data services offered by the Company in accordance with the prices affixed in the appropriate tariff schedules.
- The Company shall not be responsible for the content of the information provided within such Services as the source of such information shall remain solely responsible.
- Any third party content and services are used or accessed at the Customer's discretion and of which the Company shall have no liability to the Customer arising out of or in connection with its use and accessibility including where in accessing the service, the Customer gives unauthorized parties access to its Equipment.
- The Company shall not be responsible for any error in the routing of calls or data or for any error or suspension in voice or data services that is attributable to the source.
- The Company reserves its right to terminate voice or data services provided to the Customers on its network at any time, whether temporarily or permanently, provided that Customers are notified or that such suspension is publicized in the appropriate manner within a reasonable time of the suspension coming into effect.

■ Six: Fraud

- The Customer should notify the Company of any suspected Fraud immediately. The Customer shall identify the means by which the Fraud occurred, if known, and any modifications made to the

Equipment in an attempt to stop the Fraud. The Company shall investigate any suspected Fraud, and may block, suspend, or otherwise restrict the ability of the Service continued Fraud. The Customer undertakes to fully cooperate with the Company in its investigation and to provide the Company with any relevant information.

- It is the responsibility of the Customer to take appropriate measures that prevent the occurrence of Fraud, and the Customer is responsible for payment of any charges incurred due to legitimate usage in accordance with signed Application Forms and Fraud caused by negligence, abuse, or misuse of the Services, whether known or unknown to the Customer, and provided that the Company has taken appropriate measures to detect the Fraud.

■ Seven: Payment of Charges and Fees

- The Customer undertakes to pay, upon receipt of the first month's bill, the connection fee, the first month's subscription fee and the fees for any additional Services subscribed by the Customer in accordance with the Application Form(s), Subscription and publicized prices and tariffs.
- The Customer shall pay the monthly subscription fee, fees for additional services subscribed by the Customer and any charges appearing on the Customer's monthly invoice, in accordance with the prices and tariffs affixed and publicized by the Company. The Company may change such prices and tariffs throughout the term of the subscription contract, and shall notify the Customer of such change in the appropriate manner prior to its applicability, and in accordance with the provisions of the law and the license granted to the Company by the Authority.
- The Customer shall pay all taxes appearing in the monthly invoices, if and when such taxes are levied by the government and collected by the Company on its behalf. Invoices containing the monthly subscription fees for the subsequent month and all charges due on the date appearing on the invoice shall be sent to the Customer at the address specified in the subscription application or any other address notified by the Customer, including but not limited to electronic mail addresses. The Company may also deliver the invoice by hand at a fixed monthly fee. The invoice shall be considered as a notification to pay within the period of time appearing on the invoice, as well as a notification of suspension of the Service in the event of non-payment by the Customer within such period. The Company shall not be liable or responsible with regard to non-delivery of the invoice after its dispatch.
- The Customer shall pay the amount of the invoice by the Due Date. Details about invoicing, payment, and credit control treatment are available in Zain's Code of Practice.
- The records of the Company shall be considered conclusive and final evidence of all amounts due by the Customer, unless the Customer definitively establishes that there is an excess in the invoice.
- The Company may allocate amounts paid by the Customer to settle amounts outstanding under the Application Form/Subscription or outstanding under any other Application Forms/Subscriptions pertaining to the Customer, as it deems fit.
- The Company may, at its sole discretion, use the services of collection agencies or similar services to collect outstanding amounts from Customers.

■ Eight: Disconnection of the Service

- The Company may disconnect the Service in the following circumstances:
 - In the event any invoices are not settled within their Due Date.
 - In the event, at any time, the value of fees and additional Services reaches the value of the security paid in advance, provided that the Company shall notify the Customer in the appropriate manner.
 - In the event the Customer has a previous or subsequent Application Form or Subscriptions on which there are amounts due which have not been settled within their Due Date.
 - In events where there is a deficiency in the consent regarding the Application Form signed by the Customer.
 - Where a cheque drawn by the Customer or his representative to settle amounts due to the Company is dishonored and returned without being cashed for any reason whatsoever.
 - Where the Customer exceeds the limit of normal use of the Service during any period, or exceeds the credit limit allocated to the Customer by the Company.
- In the event of an emergency technical failure, the Service will be temporarily suspended until such time as the failure is rectified. In the event of adjustment or maintenance of the system, the Service may be temporarily suspended until the system is adjusted or maintained.
- The Customer may request the Company to temporarily suspend the Service provided to the Customer and the Company may, as it deems fit, charge a fee for such suspension.

■ Nine: Term and Termination of the Agreement

- These General Terms and Conditions will come into effect as of the date of the provision of the Service to the Customer in accordance with the Application Form or Subscription submitted by the Customer.
- The Company may, at any time, terminate these General Terms and Conditions, in any of the following events:
 - Death of the Customer.
 - When the Customer breaches any of the conditions appearing herein, or contravenes the Telecommunications Law in force, and is thereafter notified of such breach or contravention.
 - If the Company finds that any of the information provided by the Customer in the Application Form is incorrect, or if the Customer fails to provide the Company with such documents as are necessary for the proper promulgation of the Application Form.
 - Where the Customer fails to pay any or all of the due amounts in accordance with the Code of Practice.
 - Upon insolvency, bankruptcy or liquidation of the Company.
 - Where the Company's license is revoked, withdrawn or suspended by the Authority.
 - In the event of new laws or regulations issued by the Authority or other relevant governmental authorities which deem these General Terms and Conditions void and invalid.
- The Customer may request Service termination by submitting termination Application Form at Zain's outlet or other appropriate channel in accordance to the Code of Practice. For the avoidance of doubt, the Service shall be open-ended and shall only be canceled or terminated in accordance with these General Terms and Conditions. In case of early Service termination or changing the Service package, a termination fee may apply in accordance to the Commitment Period duration mentioned in the Application Form.
- Change of ownership/family is permitted provided that both current and new subscribers are present at Zain's outlet and fulfill the Service termination/activation requirements, including but not limited to the SIM Card registration process.

■ Ten: Limitation of Liability

- It is agreed that the Company will not be held accountable in the event of Force Majeure (as defined below) or any reason beyond its control.
- The Company may immediately suspend, disconnect or terminate the use of part or all of the Service without exposing itself to any liability in the events set out in Section 8 (Disconnection of the Service) and Section 9 (Term & Termination of the Agreement) set out above.
- The Company shall not be liable to the Customer for loss of opportunity, loss of business, data loss or data corruption or for indirect, punitive, special, incidental or consequential loss or otherwise for any costs, expenses, damages or liabilities suffered by the Customer. To the extent permitted by law, if the Company shall be held liable to the Customer, its liability shall be limited to an amount that does not exceed the charges payable for the Service for the six (6) months period from 1 January to 31 December of the year in which the cause of action giving rise to the liability arose.

■ Eleven: Force Majeure

- The General Terms and Conditions shall be suspended for any period during which the Company reasonably believes that it is prevented or hindered from complying with any of its obligations under it by any cause beyond its reasonable control as the case may be including but not restricted to strikes, fuel shortages, lockout, equipment malfunction, government action, war, riot, and natural disasters ("Force Majeure").
- Notwithstanding any other provision of the General Terms and Conditions, the Company shall not be deemed to be in breach of these General Terms and Conditions, or otherwise be liable to the Customer, for any delay in performance or other non-performance of any of its obligations under these General Terms and Conditions to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the Customer, and the time for performance of the obligation shall be extended accordingly.

■ Twelve: Equipment

- Unless provided otherwise, Company's Equipment made available to the Customer as part of a Service must be returned to the Company when the Service ends. If the Customer fails to return the Equipment in accordance with the provisions of relevant Application Form, the Company may charge the Customer for its non-return at a fee specified by the Company in the Application Form which shall not exceed the price of the Equipment.
- Responsibility for the reporting of faulty, damaged or lost Equipment rests with the Customer. If leased Equipment needs repair or replacing through no fault of the Customer, the Company will not charge for its repair or replacement. The Company and/or third party contractors shall decide at their sole discretion whether to repair or to replace any faulty Equipment. Sold Equipment is subject to the terms and conditions of any manufacturer's warranty or extended warranty plan that the Customer may have obtained on the purchase of the Equipment.
- The Customer acknowledges receiving the Equipment in good condition at the point of sale or at Customer's premises, thereafter he/she will be responsible for the condition of the Equipment.

■ Thirteen: General

- The Company is entitled to reject an application submitted by any Customer unless all amounts due by that Customer are paid to the Company, and it may reject it if it is established that the Customer was not committed to settling any invoices under other subscriptions after the Due Date or any other reason the Company deems valid including but not limited to the Company's credit control rules.
- The Customer declares that he/she/it is of legal age and/or has the legal power to enter into these General Terms and Conditions and be bound their terms herein.
- The Company shall adopt an effective policy for the purpose of handling complaints made by Customers in accordance to the Code of Practice.
- The Customer gives the Company the right to disclose the Customer's personal information to selected third parties for purposes such regulatory requests, credit checking, security, fraud prevention, identity verification and experience enhancement.
- Any forbearance or tolerance on the part of the Company in the execution of the provisions of these General Terms and Conditions shall not be considered to be a waiver of any of its rights hereunder.
- The General Terms and Conditions shall be governed by the laws of the Kingdom of Bahrain. The Company and the Customer acknowledge that any dispute arising between the Company and the Customer may be either reviewed by the Authority in accordance to the process set out in the Code of Practice or may be submitted to the competent courts of the Kingdom of Bahrain.
- These General Terms and Conditions shall be considered binding upon all the Customers signing it as of the date of such signing.
- The Company may amend the terms of these General Terms and Conditions provided it has received the prior approval of the Authority thereon, and has publicized such amendment (30) days prior to its coming into effect, and provided that no Customer files an objection with the Authority or the Company regarding such amendment prior to the end of such period.
- In the event of the Customer obtaining any subsidy which is associated with the Application Form, the Customer shall sign the Subsidy Form which shall govern its terms and conditions in addition to these General Terms & Conditions.
- The terms of these General Terms and Conditions shall be in accordance with the Code of Practice of the relevant authority. A soft copy of the Code of Practice is published on www.bh.zain.com and a free hard copy of the same can be provided upon request at any Zain's outlet.

The Customer has read, understood and accepted all the terms and conditions of these General Terms and Conditions. The Customer hereby declares that all the information provided is correct, and acknowledges that the Company may terminate these General Terms and Conditions in the event of the occurrence of any error therein.