



GENERAL TERMS AND CONDITIONS

This General Terms and Conditions applies 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.

1. Definitions

- (1) Company: means Zain Bahrain B.S.C., a company duly established in accordance with the laws of the Kingdom of Bahrain and holder of commercial registration number 50603.
- (2) Customer: means the person who requests Subscription to Services provided by the Company and by signing the Application Form confirms reading, understanding and accepting all the terms and conditions specified herein.
- (3) Authority: means the Telecommunications Regulatory Authority, established in accordance with the Legislative Decree No. 48 of 2002 promulgating the Telecommunications Law.
- (4) 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 this General Terms and Conditions applies.
- (5) Agreement: means the entire contractual agreement between the Company and the Customer, comprising of the following documents which may be provided to the Customer physically or by any electronic means. In the event of any discrepancy between the contents of any of these documents, the order of precedence shall be as follows:
- Application Form;
 - The charges and tariffs which is published on the Company's official website;
 - Service Specific Form;
 - This General Terms and Conditions;
 - Company's Fair Usage Policy;
 - Company's Code of Practice; and
 - Company's credit control policy.
- (6) 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.
- (7) Application Form: means the Company's physical or electronic forms which the Customer signs physically or electronically to indicate his/her acceptance to purchase or subscribe to the Service which is considered an integral part of the Agreement.
- (8) 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 software application (Mobile App).
- (9) Commitment Period: if applicable, means the minimum commitment period for the Service or component of the Service, which commences from the relevant Service Specific Form date and expires at the end of the duration specified in the Service Specific Form.
- (10) Due Date: means the date as of which, the amount issued in an invoice becomes due for payment. Upon the lapse of this date, the Company may take actions against the Customer pursuant to the Company's credit control policy.
- (11) Traffic Management Practices: means 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 in accordance with the Fair Usage Policy.
- (12) Fair Usage Policy: means a set of measures to limit, control or charge the Customer's data traffic in a given time frame in accordance with the Agreement. The Fair Usage Policy is published and can be obtained on www.bh.zain.com.
- (13) Fraud: means the theft or the use of telecommunications services to commit a deception, wrongful or criminal acts in order to seize unfair or unlawful gain.

- (14) 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 with the Agreement.
- (15) Advance Notice Period: means the notice period of at least one (1) month prior to any proposed action to amend or terminate the Agreement.
- (16) Location Data: means any data processed on the Company's network or by the Services which indicates the geographic position of the terminal equipment of the Customer using public telecommunications services.
- (17) Personal Data: means any information relating to the Customer.
- (18) Process/Processing: means any operation or set of operations which is taken in regard to Personal Data, whether or not it occurs by automatic means, and includes the collection, recording, organisation, storage, adaptation, alteration, retrieval, gathering, use, disclosure by transmission, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction of such data.
- (19) Service Specific Form: means the form that contains specific terms that apply to a particular Subscription, product or service provided by the Company.
- (20) Traffic Data: means any data processed for the purpose of the conveyance of a communication on the Company's network or for the billing thereof.
- (21) Notification Method(s): means a communication in form of SMS, e-mail, social media, press release or website.
- (22) International Telecommunications Standards: means the standards which are set and regulated by the international telecommunications regulatory authorities.

2. Provision of the Service

- (1) The Company shall provide the Service to the Customer either by issuing a SIM Card or by any other means in accordance with the International Telecommunications Standards and allocating a telephone number if necessary in order for the Customer to utilize the Service.
- (2) 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 completed Application Form, unless otherwise agreed with the Customer in writing.
- (3) 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.
- (4) Any telephone number provided to the Customer 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.
- (5) 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 is may be affected by these factors that are outside the control of the Company.
- (6) 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 attempt to keep the period of disruption to the maximum expected resolution periods set out in the Code of Practice.

- (7) The Company undertakes to repair defaults of Service whenever they occur in accordance with the conditions of the license or relevant laws and regulations.
- (8) 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.
- (9) The Company shall have the right to apply Traffic Management Practices and amend the Fair Usage Policy at any time after providing the Advance Notice Period in the appropriate manner to the Customer by one or more of the Notification Methods. If the Company applies a material change to the Fair Usage Policy, the Customer has the right to terminate the Service at no additional charges. For the avoidance of doubt in such event the Customer is liable for previous due amounts, commitments or Equipment. In the event that providing the Advance Notice Period is not feasible, justification will be provided.
- (10) The Company has the right in the event of Service unavailability due to a commercial or technical reason, to migrate the Customer to a new substitute Service after providing the Customer with the Advance Notice Period in the appropriate manner by one or more of the Notification Methods as soon as practical. In the event 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 event the Customer is liable for previous due amounts, commitments or Equipment. Without prejudice to this Clause 2(10), the Company shall not upgrade or migrate the Service without the expressed permission of the Customer, unless such upgrade/migrate is unquestionably without prejudice to the Customer; or unquestionably to the advantage of the Customer at no additional cost.
- (11) The Customer may obtain information in relation to coverage of the Service on the Company's website.

3. Guarantees and Deposits

- (1) The Company may request the Customer, whether at the time of signing the Application Form and entering into the Agreement, or at any time during its duration, to deposit a guarantee or surety with the Company in an amount and of a type as 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; or
 - Any other event in accordance with the credit control policy of the Company.
- (2) This guarantee shall remain in force throughout the duration of the Subscription for the purpose of settling amounts due by 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 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 or exceeds the credit limit during the term of the Subscription, provided that the Company notifies the Customer in the appropriate manner.
- (3) Notwithstanding Clause 2(3), 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.
- (4) Any amounts due by the Customer upon termination of the Application Form

- or Service Specific 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 the Customer.
- (5) The Company may deduct any amounts due by the Customer pursuant to the Agreement from any amounts deposited with it, and it may confiscate any guarantee, while the balance, if any, shall be returned to the Customer.

4. Use of the Service by the Customer

- (1) 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.
- (2) The Customer shall not do anything that causes the network to be impaired or damaged and shall not use any Equipment or Services for any purpose that the Company believes is abusive, a nuisance, illegal or fraudulent.
- (3) 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.
- (4) 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 de-activate the SIM 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.
- (5) A lost, stolen or damaged SIM Card shall be replaced by the Company upon 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 apply for the replacement SIM Card within thirty (30) calendar days of the reported notification, the Service will be deemed terminated in accordance to this General Terms and Conditions.

5. Voice and Data Services

- (1) The Customer may utilize the voice and data Services offered by the Company in accordance with the prices affixed in the appropriate tariff schedules.
- (2) 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.
- (3) Any third party content and services are used or accessed at the Customer's sole discretion and risk, and 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 provides access to unauthorized parties to the Equipment.
- (4) 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.
- (5) The Company reserves its right to terminate or temporarily suspend voice or data Services provided to the Customers on its network at any time in accordance with Clause 8 (Disconnection/Suspension of the Service), provided that Customers are notified or that such termination or temporarily suspension is publicized in the appropriate manner within a reasonable time of the suspension coming into effect where applicable.

6. Fraud

- (1) 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 limit the ability of the Service to prevent continued Fraud. The Customer undertakes to fully cooperate with the Company in its investigation and

to provide the Company and any relevant third party with any required information. (2) It is the responsibility of the Customer to take appropriate measures to prevent the occurrence of Fraud, however the Customer is responsible for payment of any charges resulted from any 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.

7. Payment of Charges and Fees

(1) 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 Agreement.

(2) 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 Agreement. The Company may change such prices and tariffs throughout the term of the Agreement. In the event that such changes are material changes and adds a burden on the Customer, the Company shall provide the Customer the Advance Notice Period 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. In the event the Customer does not accept such changes, he/she is eligible for Service termination at no additional fees. For the avoidance of doubt, in such event the Customer is liable for previous due amounts, commitments or Equipment.

(3) Service Tariffs and Taxes:

a. All prices, charges and fees of the Service in accordance with the Agreement are exclusive of any type of taxes such as and not limited to value added tax. For the avoidance of doubt, the displayed prices, charges and fees which are published on the Company's website shall be inclusive of value added tax unless otherwise stated and in accordance with the laws and regulations of the Kingdom of Bahrain.

b. Therefore, the Customer shall pay all such taxes appearing in the monthly invoices, if and when such taxes are levied by the government.

(4) 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 electronic mail address specified in the Application Form or any other address notified by the Customer. The Company may also deliver the invoice physically at a fixed monthly fee as specified in the Application Form. The invoice shall be considered as a notification to pay within the period of time appearing on the invoice. The Company shall not be liable or responsible with regard to non-delivery of the invoice after its dispatch.

(5) The Customer shall pay the amount of the invoice by the Due Date. Details on invoicing, payment, and credit control treatment are available in Company's Code of Practice published on its website.

(6) 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.

(7) The Company may allocate amounts paid by the Customer to settle amounts outstanding under any other Agreement entered into by the same Customer.

(8) The Customer accepts and confirms that the Company may, at its sole discretion, use the services of collection agencies or similar services to collect outstanding amounts on its behalf from Customers. Such acceptance includes sharing the Customer's necessary information to such collection agency in order for it to collect such outstanding amounts.

8. Disconnection/Suspension of the Service

(1) The Company may disconnect the Service in any of the following circumstances:

a. In the event any invoices are not settled within their Due Date;

b. 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;

c. In the event the Customer has a previous or subsequent Application Form, Service Specific Form or Subscriptions on which there are amounts due which have not been settled within their Due Date;

d. 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;

e. 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;

f. In the event of new laws or regulations issued by the Authority or other relevant governmental authorities. In this event the Company shall inform the Customer by one or more of the Notification Methods as soon as practical; or

g. Any other event in accordance with the Code of Practice or Fair Usage Policy. (2) In the event the Company disconnects the Service pursuant to Clauses 8(1)(a), 8(1)(b), 8(1)(c), 8(1)(d) or 8(1)(g), the Customer shall be liable to settle the charges and fees in accordance with Clause 7 in addition to a fixed late payment charge of BD 3 per each event of disconnection.

(3) 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 within the maximum expected resolution periods set out in the Code of Practice.

(4) Unless otherwise restricted by the Application Form or Service Specific Form, the Customer may request the Company to temporarily suspend and reconnect the Service provided to the Customer and the Company may, as it deems fit, charge a fee for such suspension as specified in the Application Form.

9. Term and Termination of the Agreement

(1) This 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.

(2) The Company may, at any time, terminate the Agreement, in any of the following events:

a. Death of the Customer;

b. In the event the Customer breaches any of the conditions appearing herein, or contravenes the Telecommunications Law or any other relevant law in force, and is thereafter notified of such breach or contravention;

c. If the Company finds that any of the information provided by the Customer in the Application Form or any other means 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;

d. Where the Customer fails to pay any or all of the due amounts in accordance with the Code of Practice or the Agreement;

e. Upon insolvency or bankruptcy of the Customer or the Company;

f. Where the Company's license is revoked, withdrawn or suspended by the Authority; or

g. In the event of new laws or regulations issued by the Authority or other relevant governmental authorities which deem this General Terms and Conditions void or invalid.

(3) In the event the Service is terminated pursuant to Clause 9(2), the Customer shall be liable to settle the charges and fees in accordance with Clause 7, in addition to, all related costs incurred by the Company including but not limited to the late payment charge of BD 3 for each disconnection, court fees incurred by the Company in relation to any legal action taken by the Company against the Customer to recover any due amount, 12% of the due amount to recover the debt collection charges and any other costs incurred by the Company until the settlement of all outstanding amounts by the Customer.

(4) The Customer may request Service termination at any time by submitting a termination form at any of the Company's outlet or other appropriate channel in

accordance with the Code of Practice. For the avoidance of doubt, the Service shall be ongoing and shall only be canceled or terminated in accordance with this General Terms and Conditions.

(5) Notwithstanding Clause 9(4) above, in event of early Service termination or changing the Service package, a termination fee may apply in accordance to the Commitment Period duration mentioned in the Service Specific Form. (6) Transfer of Service facility is permitted provided that both current and new subscribers are present at any of the Company's outlet and fulfill the relevant requirements, including but not limited to the SIM Card registration process.

10. Limitation of Liability

(1) 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.

(2) 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 Clause 8 (Disconnection/Suspension of the Service) and Clause 9 (Term & Termination of the Agreement) set out above.

(3) The Company shall not be liable to the Customer for loss of profit, 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.

(4) 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 the date of entering into the Agreement in which the cause of action giving rise to the liability arose from.

11. Force Majeure

(1) 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").

(2) Notwithstanding any other provision of the General Terms and Conditions, the Company shall not be deemed to be in breach of this 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 this 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 that obligation shall be extended accordingly.

(3) If such period of suspension exceeds thirty (30) calendar days, then the Company may, upon giving written notice to the Customer, terminate the Agreement immediately.

12. Equipment

(1) 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 the Agreement, the Company may charge the Customer for its non-return at a fee specified by the Company in the Agreement which shall not exceed the price of the Equipment.

(2) Responsibility for the reporting of faulty, damaged or lost Equipment rests with the Customer. If the 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.

(3) The Customer acknowledges receiving the Equipment in good physical condition at the point of sale or at Customer's premises, thereafter he/she will be responsible for

the condition of the Equipment.

13. Data Privacy

(1) To the extent required by law, the Customer acknowledges, confirms and consents that the Company may Process Personal Data for all the following purposes:

a. the provision of the Service to Customer; b. activities concerning Customer's billing; c. activities concerning interconnection payments; d. activities concerning access to Customer's terminal equipment; e. activities concerning Traffic Data; f. activities concerning Location Data; and g. any other purposes in accordance with the relevant laws and regulations.

(2) The purposes stated in Clause 13(1) are mandatory for the Company to provide the Service and any withdrawal of the Customer's consent of these purposes shall be considered as a request for termination of the Service and accordingly subsequent consequences shall be applied.

(3) The Customer gives the Company the right to obtain, Process and disclose the Customer's Personal Data to selected third parties for purposes such as regulatory requests, credit checking and collection, security, fraud prevention, identity verification, experience enhancement, the establishment, exercise or defence of legal claims or the performance of a task carried out in the public interest according to laws and regulations applicable in the Kingdom of Bahrain.

14. General

(1) The Company is entitled to reject an application submitted by any Customer unless all amounts due by that Customer are paid to the Company. It may reject the application if it is established that the Customer was not committed to settling invoices under other subscriptions after their Due Date or any other reason the Company deems valid including but not limited to the Company's credit control policy.

(2) The Customer declares that he/she is of legal age and/or has the legal power to enter into the Agreement and be bound by the terms herein.

(3) The Company shall implement the Code of Practice for the purpose of handling complaints made by Customers.

(4) Any forbearance or tolerance on the part of the Company in the execution of the provisions of this General Terms and Conditions shall not be considered to be a waiver of any of its rights hereunder.

(5) The General Terms and Conditions shall be governed by the laws of the Kingdom of Bahrain. The Company and the Customer agrees that any dispute arising between the Company and the Customer may be either:

a. reviewed by the Authority in accordance to the process set out in the Code of Practice; or

b. may be submitted to the competent courts of the Kingdom of Bahrain.

(6) This General Terms and Conditions shall be deemed binding upon all the Customers signing the Application Form as of the date of such signing whether by ink, digitally or by finger print verification.

(7) The Company may amend the terms of this 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.

(8) In the event of the Customer obtaining any subsidy which is associated with the Application Form, the Customer shall sign the Service Specific Form which shall govern its terms and conditions in addition to this General Terms and Conditions.

(9) The terms of this General Terms and Conditions shall be in accordance with the Code of Practice and Fair Usage Policy where relevant and applicable. A soft copy of the Code of Practice and Fair Usage Policy is published on www.bh.zain.com and a free hard copy of the same can be provided upon request at any of the Company's outlet.

The Customer has read, understood and accepted all the terms and conditions of this General Terms and Conditions by way of entering into the Agreement.