



**ZAIN BAHRAIN B.S.C.
FAIR USAGE POLICY**



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1. Introduction

This Fair Usage Policy (“Policy”) specifies the conditions of internet usage limitation by Zain Bahrain B.S.C. (“Zain”) to its subscribers in accordance with the laws and regulations of the Kingdom of Bahrain.

2. Definitions

Unless the context otherwise requires, any capitalized word used in this Policy shall have the meaning given to it in Zain’s General Terms and Conditions published on Zain’s website, and the following terms and expressions shall have the following meanings:

Term	Definition
Hard Cap	Means the scenario when the access to the internet service is disconnected at the full consumption of the Data Allowance.
Throttle	Means the scenario when the access speed to the internet service is degraded due to the full consumption of the Data Allowance. For the avoidance of doubt, the Service shall not be Throttled to the extent that would render it inoperable.
Pay Per Use	Means the scenario when a fixed tariff per incremental usage unit of internet service is applied in the following events: <ul style="list-style-type: none">- no Data Allowance Subscription; or- full consumption of the Data Allowance.
Data Allowance	Means either the Bundle or Add-On/Data Top-Up.
Bundle	Means the limited internet volume associated with the Subscription in accordance with the Agreement.
Add-On/Data Top-Up	Means the additional limited internet volume Subscription other than the Bundle which shall resume the normal Subscription in the events of Hard Cap or Throttle.
Unlimited	Means the scenario when the access to the internet service is provided without any limitation.
Unlimited with Fair Usage Cap	Means the scenario when the access to the internet is Throttled at reaching excessive predefined data usage cap.
Excessive Usage/User	Means the Customer use of the Service that creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other Customers.



3. Commercial Scenarios

As specified in the Application Form and/or Subscription, the selected internet Service package shall have one or more of the following defined scenarios for data usage, and may be applied by default or until a prompted action is executed by the Customer:

- i) Hard Cap;
- ii) Throttle;
- iii) Pay Per Use;
- iv) Unlimited; or
- v) Unlimited with Fair Usage Cap.

In addition, if the Customer is subscribed to an internet Service which includes an Add-on or allows for the opt-in or subscription to an Add-On, such Add-On will also have its own defined scenario for data usage as detailed accordingly on Zain's website.

For the avoidance of doubt, the abovementioned scenarios are commercial designs of the Subscription and they are without prejudice to Section 4 of this Policy which specifies the technical traffic management measures.

4. Technical Traffic Management Measures

Zain has the right to implement traffic management measures in accordance with the Traffic Management and Pricing Practices Guidelines¹ issued by the Authority and any other relevant legal instrument issued in accordance with the laws of the Kingdom of Bahrain.

Internet broadband service is provided using shared network components in terms of radio frequency resources, aggregation circuits, IP transit ... etc. In which, certain usage patterns/behavior of a user may result in higher utilization of such shared network components. If this usage pattern/behavior become excessive (significantly more than the average user pattern), it would affect or deprive the rest of users', served by the same network components, from getting fair use of the internet broadband service. At some point, excessive traffic may jeopardize the integrity of the telecommunications network causing some or multiple network components to fail.

Excessive Usage can be generally caused by:

- A Customer uses the Service for other purposes than what it was intended and designed for (e.g. connecting the home broadband router to internet shop setup or using mobile broadband SIM-Card in a home broadband router).

¹ Ref: LAD/1117/252 published on 4 December 2017



- A malicious traffic originated from a Customer's internet service that may compromise Zain's network security and availability (e.g. Denial-of-service (DDoS) cyber-attacks or router hijack).

For the avoidance of doubt, to ensure that Zain's network resources are being utilized efficiently and fairly, in the event of Excessive Usage, Zain may adopt reasonable network management practices, including (i) offering the Customer the opportunity to upgrade to premium treatment; (ii) a modification of the Excessive User's internet service package or technology; (iii) a modification of or a limitation on the Excessive User's data throughput speed or data consumption and/or (iv) max 4G/5G speeds to be capped at 50 Mbps.

5. Illegal use

Zain's internet network may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation of the Kingdom of Bahrain is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, pornographic, defamatory, constitutes an illegal threat, or violates export control laws. Zain has the right, in its reasonable opinion, to take such action as necessary, including but not limited to: blocking, suspension or termination of the subscriber's services, relative to any material that in Zain's sole judgment violates this Policy or any law and regulation of the Kingdom of Bahrain. Zain is not responsible nor will Zain be liable for the removal of, failure or delay in removing any such material.

6. Modification of the Policy

Zain reserves the right to modify this Policy at any time in accordance with the laws and regulations of the Kingdom of Bahrain.