

## Terms and Conditions for Batelco Internet Services (Residential)

These Terms and Conditions govern your use of the Services (as defined below) which are provided by Bahrain Telecommunications Company BSC. ("Batelco") under the "inet" (Batelco Internet Services) brand. Please take time to read these important Terms and Conditions fully.

- Commencement of contract**

This contract commences when we confirm our acceptance, whether in writing, by e-mail or otherwise, of your application for Internet Services using the Application Form.
- Service Provision**

Batelco shall provide to you those internet services (the "Services") which you have indicated on the Application Form that you require. Further details of which can be found in promotional literature available at Batelco's customer and sales centre and on the Batelco website. The current Services available to you are set out below and are subject to these Terms & Conditions and the Batelco Acceptable Use Internet Security Policy located in promotional literature available at Batelco's customer and sales centre and on the Batelco website (as updated by Batelco from time to time), except where expressly stated otherwise.
- Batelco cannot guarantee that the Services will be free from faults and interruptions which arise from factors which are outside Batelco's control, and whereas as a result of network performance, third party interference or otherwise. You accept that you may not be able to receive the Services where certain technical restrictions may arise, although Batelco shall use reasonable endeavours to keep any disruption to the provision of the Services in such circumstances to a minimum.**
- Your Subscription Period**

Any minimum period of subscription to the Services is indicated on your Application Form in these Terms & Conditions.
- In respect of the Services specified on your Application Form, you agree to receive such Services, in return for your payment of the Charges, for the minimum period set out on your Application Form (where applicable) and thereafter until termination of these Terms and Conditions in accordance with clause 11.**
- Access Provisions**

**4.1 General**

You are required to have in place an appropriate Access Line and Customer Equipment of the Required Specification to facilitate and establish a physical connection to Inet to allow you to access the Services. You understand that if you do not have these facilities in place Batelco cannot provide the Services to you.
- Dial Up:** The following items will be assigned to you once your application for the Services has been accepted by us:
  - i) a User Identification; and
  - ii) a Password.
- Dial ISDN:** In addition to those terms and requirements set out at clause 4.1 above, you will also be assigned a dedicated modem number on your application for the Services has been accepted by us. You will be required to have in place an ISDN Line in order to receive this Service.
- Dial Direct:** In addition to those terms and requirements set out at clause 4.2 above, you will also be supplied with a dedicated number to dial in order to access the Internet once your application for the Services has been accepted by us.
- Inet E-mail Accounts**

5.1 Where the Services which you have requested include the provision of one or more Inet E-mail Accounts, you agree to use such e-mail access at all times in accordance with these Terms & Conditions, and in particular the provisions of clause 6 set out below.
- Each Inet E-mail Account supplied by Batelco will follow a set format, namely 4 to 8 characters beginning with a letter and followed by Batelco's standard email domain and will be subject to availability. You may search for an appropriate e-mail address for your Inet E-mail Account upon registration for those applicable Services and Batelco shall assign your chosen address to you if it is available at that time.**
- Your Responsibilities**

6.1 You will be solely responsible, and Batelco accepts no liability whatsoever for:
  - i) providing, configuring and maintaining the Customer Equipment;
  - ii) ensuring that the Customer Equipment complies with all applicable laws or relevant telecommunication industry standards and meets the Required Specification;
  - iii) ensuring that the Customer Equipment is compatible with any Third Party Software used by you in order to receive the Services, and meets your needs in respect of the use of the Services; and
  - iv) all data retrieved, stored or transmitted through the Service. This shall include but not be limited to any distortion or corruption caused to the Customer Equipment or data as a result of the use of the Services.
- You acknowledge that some material on the Internet may be offensive, illegal or otherwise generally inappropriate. Batelco cannot be held responsible for all or any of the content, accuracy or quality of information or the resources available, received or transmitted by you or anyone else through your (or any other third party's) use of the Services, whether or not in accordance with these Terms & Conditions.**
- Use of the Services**

6.3 You will be solely responsible for all access to, and use of, the Services provided to you, whether or not you use Services which require a User Identification and/or a Password. If you allow a third party to access the Services, you will remain liable for all activities conducted by such third party, including but not limited to use of the Internet, your Inet E-mail Account, other e-mail service or any other usage whatsoever.
- You agree that you will not at any time use the Services (including, where applicable, the Inet E-mail Account(s)):**
  - i) in order to resale, re-supply, hire, transfer ownership, assign, trade or otherwise dispose of the Service or make it available to any person on a commercial basis;
  - ii) to breach any laws, legislative provisions, regulations, codes or standards of any relevant body or authority;
  - iii) in a way which infringes or may potentially infringe the Intellectual Property Rights or other rights of any third party;
  - iv) to store, send, knowingly receive, upload, download, use, re-use, transmit, distribute, post to a bulletin board or otherwise place onto the Internet material that:
    - (a) is abusive, indecent, defamatory, obscene, menacing, pornographic, or offensive on moral, religious, political grounds or otherwise; or
    - (b) is liable to incite racial disharmony or hatred, violence or sodomy; or
    - (c) promotes drug-trafficking, prostitution, money-laundering, terrorism, paedophilia (or any material that is in any way harmful to minors); or
    - (d) contains a virus, backdoor, time bomb, bot, Trojan horse, worm, drop dead device or other code, program or device liable to cause loss or damage, disable, erase, destroy, disrupt or impair the normal operation of the Services or any computer system or permit access to or use of the Services by any person not authorised by Batelco;
    - v) for any improper purposes, including but not limited to, vice, gambling or fraudulent activities;
    - vi) to in any way compromise the integrity or security of any part of Batelco's network or its telecommunications systems, or to otherwise interrupt the provision of the Services;
    - vii) to provide public information services without obtaining prior formal approval from the relevant government authorities within the Kingdom of Bahrain;
    - viii) to harvest or otherwise collect information about others, including e-mail addresses, without their consent; and
    - ix) to use, access, or otherwise deal with any Batelco Confidential Information without Batelco's prior consent, or use the Services in any way which involves another's privacy or other similar rights; and
    - x) to provide information to Batelco
- You will provide true, accurate, complete and up-to-date information to Batelco as requested on the Application Form, including but not limited to your name, address and date of birth (the "Information"), and upon any subsequent reasonable request made by Batelco from time to time.**

- You will promptly notify Batelco of any changes in the Information.**
- In your use of the Services you will not create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message, or otherwise impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person, organisation or entity.**
- Breach of this clause**

6.8 You shall indemnify, defend and hold Batelco harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not that may be suffered by Batelco as a result of any breach of this clause 6 by you, or anyone using the Services with your permission.
- Nothing in this clause 6 shall prohibit Batelco or otherwise restrict its rights to commence legal proceedings against you for enforcement of all or any part of this clause 6.**
- Batelco reserves the right in applicable circumstances arising from a breach of the provisions of this clause 6 or where otherwise requested, to pass on such of your details to the relevant authorities as may be appropriate. Furthermore, Batelco may take such steps as it sees fit, including but not limited to the modification or deletion of any offending material which you have disseminated using the Services in contravention of these Terms & Conditions, or the suspension or termination of your access to the Services and/or any Inet E-mail Accounts pursuant to these Terms & Conditions, as soon as it becomes aware of the existence of such material. You agree to provide all necessary assistance to Batelco as Batelco may request in order to allow Batelco to take the steps set out in this clause.**
- Use of Software**

7.1 You must not copy or modify the Third Party Software (unless permitted by law) or use it for any other purpose apart from to access the Services in accordance with these Terms & Conditions.
- Batelco makes no warranty and hereby excludes all liability in respect of and/or arising out of the use of the Third Party Software provided to you. You must not copy or modify the Third Party Software (unless permitted by law) or use it for any other purpose apart from to access the Services in accordance with these Terms & Conditions.**
- In the event that changes are introduced to Batelco's network, Batelco shall not be responsible for ensuring that the Third Party Software will continue to be compatible with Batelco's network and you shall have no claim whatsoever against Batelco arising from such change.**
- You agree to strictly comply with all instructions or notices in whatever form and through whatever means given by Batelco from time to time regarding the use of the Third Party Software.**
- Batelco's rights and responsibilities**

8.1 Batelco has no obligation to monitor your use of the Services, nor to retain the content of any user session. However, Batelco reserves the right to monitor, review, retain and/or disclose any and all communications or information as necessary to identify breaches of these Terms & Conditions or in order to comply with any applicable law, regulation, legal process or government request.
- Batelco will investigate any suspected or alleged breach of these Terms & Conditions and will act reasonably and fairly at all times in doing so. Batelco reserves the right to take any action that it deems to be appropriate and proportionate to such breach of the Terms & Conditions.**
- Batelco may retain your personal data provided pursuant to this clause or otherwise in accordance with these Terms & Conditions, and you agree to Batelco to use such personal data in order to:**
  - i) provide the Services;
  - ii) maintain a record for a reasonable period of time following termination of these Terms & Conditions pursuant to clause 11 or otherwise; and
  - iii) otherwise disclose or use such data in compliance with Batelco's legal obligations in respect of the same.
- You understand that all rights, title and interests (including all Intellectual Property Rights) in the Services remain vested in Batelco (and/or its suppliers where applicable) and nothing in these Terms & Conditions shall operate as a transfer or licence to you of the same. You agree not to do anything to limit, interfere with, or otherwise jeopardise in any manner such rights, title and interest.**
- Liability**

9.1 Batelco does not in any way exclude or limit its liability:
  - i) for death or personal injury resulting from the negligence of Batelco or its directors, officers, employees, contractors or agents; or
  - ii) in respect of fraud or any fraudulent statements made by Batelco or its directors, officers, employees, contractors or agents.
- Subject always to clause 9.1, Batelco shall not have any liability to you in respect of your use of the Services which are not in accordance with these Terms & Conditions.**
- Subject always to clause 9.1, Batelco shall not be liable to you, whether in contract, tort or otherwise arising out of this contract for:**
  - i) any loss of profits, revenue, anticipated savings, loss or corruption of data; or
  - ii) any indirect or consequential loss of whatever nature, including any loss described in clause 9.3 i) above which could be described as indirect or consequential and whether or not reasonably foreseeable, indirectly contemplable, or actually contemplated by the parties at the time of the commencement of the Services.
- In the event that Batelco shall be liable to you in contract, tort, under statute or otherwise, Batelco's liability shall be limited to the equivalent cost of six (6) month's subscription fee for any event or related series of events.**
- You agree to indemnify, defend and hold Batelco harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not, that may be suffered by Batelco as a result of your use of the Services (or anyone using the Services with your permission), which are brought or threatened against us by a third party where you are at fault.**
- Subject always to clause 9.1, Batelco excludes all liability for any loss of your data however caused, including without limitation as a result of any interruption, suspension, termination or non-delivery of the Services. Batelco does not accept any responsibility for any damage that you may suffer as a result of the loss of confidentiality of any information you input or send to Batelco or any third party during your use of, or otherwise in connection with, the Services.**
- Security measures**

10.1 You acknowledge that the Internet contains viruses which may destroy or corrupt your data on the Customer Equipment. You further acknowledge that Batelco has no control over such viruses and you remain responsible for checking for such viruses on a regular basis. You confirm that you shall comply to the Batelco Acceptable Use Internet Security Policy (as updated by Batelco from time to time) in accordance with your obligations under this clause 10, or otherwise under these Terms & Conditions and acknowledge that Batelco will not be held responsible for any interruption to the Services resulting from your failure to comply with all or any of the provisions of this clause 10.
- Termination**

11.1 Subject to you having fulfilled any applicable minimum period of subscription (see clause 3), you may terminate these Terms & Conditions and bring this contract to an end at any time following the expiry of seven (7) calendar days prior written notice to Batelco. Upon termination of these Terms & Conditions, all Charges which are due from you to Batelco become immediately due and payable and the provisions of clause 12 shall continue to apply.
- Batelco may terminate these Terms & Conditions and the provision of the Services by either:**
  - i) giving you thirty (30) calendar days prior written notice; or
  - ii) with immediate effect in any of the following circumstances:
    - (a) where you receive a Settle which you do not pay the Charges within the timeframe set out in the Bills(s) to which the Charges relate; or
    - (b) you breach a material term or condition set out in these Terms &

Conditions. A material term or condition for these purposes includes but is not limited to any part of clause 6; or

- (c) you breach any other term or condition set out in these Terms & Conditions apart from those set out at clause 11.2 i) (b) above and do not rectify the breach within seven (7) calendar days of such breach coming to the attention of Batelco; or**
- (d) you become insolvent or bankrupt or are otherwise deemed unable to pay your debts as and when they fall due; or**
- (e) Batelco has reason to believe that you have not provided true, accurate and complete information as required at the time of application for the Services.**

- Events Following Termination**

12.1 Immediately after the termination of these Terms & Conditions for whatever reason, the following shall apply:
- i) Batelco will immediately terminate your access to the Services;
- ii) if you retain any Batelco Equipment which you use or have used in connection with the Services or otherwise, you must immediately return this to Batelco in complete and good working order, unless Batelco provides its express prior written consent to the contrary;
- iii) Batelco will send you a Bill for all Charges which are outstanding as a result of your use of the Services and which have not yet been billed by Batelco prior to termination of the Services. This Bill will include any monthly Subscription Charges which are outstanding at the date of termination. If you have paid a monthly Subscription Charge in advance of the date of termination you will not receive a refund in respect of that unexpired part of the relevant month for which you have paid. You agree to pay this Bill on or before the date upon which payment is required;
- None of the rights which either Batelco or you have accrued as a result of these Terms & Conditions prior to the date of termination shall be lost or otherwise affected following termination.**
- Suspension**

13.1 Batelco may, in its sole discretion, suspend the Services that are provided to you instead of terminating this contract in accordance with 11.2 (b) above. Batelco shall decide the duration of such suspension.
- Batelco may also suspend the Services with immediate effect where:**
- i) it is necessary in order to carry out any maintenance or repair to the Services or otherwise; or
- ii) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Batelco to suspend the Services for whatever reason; or
- iii) Batelco have good reason to suspect that you are in breach of any of these Terms & Conditions.
- Batelco may reinstate the Services in its sole discretion if it is satisfied that you have rectified any breach of the Terms & Conditions or the reason for the initial suspension of the Services no longer applies.**
- Charges, Billing and Payment**

14.1 The Charges for the Services shall be based on tariffs and rates as published by Batelco on their website and any amendments which may be introduced by Batelco from time to time. Full details of current tariffs and rates can be found by visiting the relevant page specific to the particular Services which you require. Any revisions to the Charges will be advertised on Batelco's website seven (7) days prior to their implementation date.
- Batelco will provide you with a regular Bill detailing (i) the Charges applying at the time the Services are used and (ii) the total amount due to Batelco for the provision of the Services in the period to which the Bill relates. You agree that you will pay these charges to Batelco promptly and in any event by the payment date printed on the Bill. If that payment becomes overdue, Batelco may suspend or terminate the Services pursuant to clause 11.**
- Where applicable, the Registration and Setup Fee is payable by you when the Application Form is signed.**
- For various Services, Batelco will send you a Bill on a monthly basis. The Subscription Charges are payable by you monthly in advance, and the Charges for the Services shall be payable on the day of the bill.**
- You agree that you will remain responsible for all Charges incurred by a third party who accesses your account in order to use the Services, save from the time when you notify Batelco that a third party is using the Services through your account without your permission and Batelco suspends the Services. Notification to Batelco can either be achieved by calling 17881188 or e-mailing helpdesk@batelco.com.bh.**
- Miscellaneous provisions**

15.1 Batelco reserves the right to amend these Terms & Conditions at any time. If Batelco does make any amendments to the Terms & Conditions it will inform you of such changes either by posting the changes on its website at [www.batelco.com](http://www.batelco.com) or [www.inet.com.bh](http://www.inet.com.bh), or by other means as Batelco sees fit. You agree that your continued use of the Services after any amendments to the Terms and Conditions shall be evidence of your intention to be bound by the Terms and Conditions as amended in accordance with this clause 15.1.
- These Terms & Conditions together with all documents which are referred to in the Terms & Conditions represent the entire agreement between Batelco and you and they supersede all prior agreements between the parties.**
- Failure by Batelco to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver.**
- The laws of the Kingdom of Bahrain apply to these Terms & Conditions. Both parties shall submit to the jurisdiction of the Bahrain courts of law.**
- Batelco will not be responsible for its failure to perform all or any of its duties arising under these Terms & Conditions where any event beyond its reasonable control occurs. Such events include but are not limited to acts of God, fire, acts of terrorism, war, civil commotion, embargo, labour dispute, prevention from obtaining raw materials, power failure, acts of government or state or failure of third party telecommunications systems which impact upon Batelco's ability to provide the Services.**
- If any part of these Terms & Conditions becomes to any extent illegal, invalid or unenforceable, it shall to that extent be deemed to no longer form part of these Terms & Conditions. This will not affect the legality, validity or enforceability of any of the remaining Terms & Conditions which shall continue in force.**
- You may not assign or otherwise dispose of any of your rights or obligations under these Terms & Conditions without Batelco's prior written consent. You agree that Batelco may assign its rights and obligations under these Terms & Conditions to an alternative Internet service provider if necessary, as long as the level of service remains of a comparable standard.**
- Definitions used in these Terms & Conditions**

16.1 Certain words and phrases in this Agreement have specific meanings as set out below:
- "Access Line" means a telephone line which you use in order to receive telecommunications services over the Batelco network at the Premises;
- "Agreement" means these Terms and Conditions together with the Application Form, and any other general terms and conditions which may apply to the provision of other services by Batelco as the case may be;
- "Application Form" means the Application Form, governed by these Terms & Conditions, which you have entered into with Batelco for the provision of the requested Services;
- "Batelco Confidential Information" means all information (whether written or oral) concerning Batelco's business, trade secrets, customers, suppliers and affairs that you shall obtain or receive as a result of the provision of the Services;
- "Batelco Equipment" means all equipment owned by Batelco which is supplied to you in connection with the supply of any of the Services, including but not limited to the Batelco Modem;
- "Batelco Inet Network" means the Batelco internet network;
- "Bill" means a bill sent to you by Batelco in accordance with clause 14;
- "Charges" means the charges payable by you in return for your use of the Services, as set out in clause 14, and which includes the Usage Charges and the Subscription Charges where applicable;
- "Customer" means you (the person who enters into this Agreement with

Batelco for the provision of the Services);

- "Customer Equipment" means any equipment owned or otherwise used by you, including but not limited to your personal computer, modems or other related devices and which are used by you to access the Services;
- "Inet E-mail Account" means an e-mail account provided by Batelco for use with the Services;
- "Intellectual Property Rights" means copyrights (including rights in computer software), patents, trade marks, trade names, service marks, business names (including Internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the universe;
- "ISDN Line" means an integrated services digital network telephone line;
- "Password" means the [4-8] digit password allocated to you upon commencement of those Services which require a password;
- "Premises" means the place where you will receive the Services;
- "Registration and Setup Fee" means the fee payable by you pursuant to clause 14.3;
- "Required Specification" means, in relation to the Customer Equipment, as per internationally accepted standards;
- "Services" means all or any of the services as the case may be as selected by you on the Application Form;
- "Subscription Charges" means, where applicable to the Services which you have requested, the charges payable on a monthly basis for your use of the Services. For the avoidance of doubt these charges do not include the Usage Charges;
- "Terms & Conditions" means the terms and conditions set out herein;
- "Third Party Software" means software purchased from a party other than Batelco;
- "Usage Charges" means, where applicable to the Services which you have requested, the charges payable on a per minute or per unit basis for your use of the Services;
- "User Identification" means the identification code allocated to you upon commencement of those Services which require such user identification;
- "you" and "your" means (i) the Customer who orders the Services and (ii) belonging to the Customer, as the case may be and as the context so requires;

## Specific Terms and Conditions for Broadband Service

In addition to the above-mentioned Terms and Conditions for Batelco Internet Services (Residential), the following terms and condition shall apply to Batelco's Broadband Service.

- Activation**

1.1 You can expect your Broadband service to be activated within 1-5 working days, subject to the availability of the ADSL service in your area of residence and telephone line condition. In some cases, activation of the service may take up to one (1) month or more, depending on the service start-up requirements.
- Broadband Specifics**

2.1 Broadband is not applicable to PABX's (Private Automatic Branch Exchanges), any hunting lines, ISDN (Integrated Services Digital Network), DID (Direct Inward Dialling), key telephone systems, Auxiliary lines and ADSL-enabled systems.
- Broadband is valid for one (1) telephone line per modem. Batelco's technical support and customer care service shall be limited to the main computer where the ADSL line is connected.**
- Broadband is for use strictly within the same Customer address Premises mentioned in the original Broadband Application Form only, and shall not be used for any network environments beyond Customer address premises. The Customer shall be charged Internet Dial-Up charges if the ADSL account is used on dial-up connection on any telephone line, including other than the Customer Premises.**
- If the telephone line is not registered under your name, you must obtain approval from the registered telephone subscriber for use of Broadband service on that particular telephone line. Additional phone lines will not be provided free of charge.**
- Please note that some described features of the service may vary. The assigned service speed is the speed between the customer location and Batelco ADSL gateway. Actual data transfer of throughput may be lower than the service speed due to Internet congestion or any other factors that cannot be controlled by Batelco.**

## Specific Terms & Conditions for Broadband in a Box .

- In order to apply for Broadband in a Box service, you will have to decide on the method of Payment. Batelco offers two methods of payment. (Full amount charged on customers next bill, or 6 month zero interest equal installment).
- You will be charged on the brand, model and receive the Broadband in a Box and the title of the ownership upon submission of accepted Application Form.
- For the 6 month equal Installment method of payment, the installment period will start from the date of our acceptance of your application form.
- In the event of terminating your Broadband in a Box installment before the end of the agreement identified in clause 3 above, you are liable for the remaining amount of Broadband in a Box which will be transferred to your next bill.
- You may not return, or exchange the customer equipment under any circumstances, unless mutually agreed with the supplier.
- The supplier assigned by Batelco will be responsible for the support of hardware and software supplied. Batelco shall provide support for Internet-related issues only.
- Should a fault arise with the Broadband in a Box all claims shall be made against the Broadband in a Box warranty to the supplier.

## Specific Terms and Conditions for Broadband PC

- This package contains (i) a globally recognised branded PC (ii) Residential Broadband package
- The PC is provided on an equal monthly installment basis for a period of 12 or 18 months based on customer choice.
- The contract period cannot be changed at any time.
- Monthly installments shall be billed in advance.
- Subscribers to Broadband PC are required to remain subscribed to Batelco broadband for a minimum of 3 months after which they may at any time choose to cease the broadband and will be liable for the remaining amount of the PC, which will be transferred to the customer's next bill.
- Non Bahraini Nationals are required to present a sponsorship letter from their company or a guarantor clearly stating that the sponsor/guarantor accepts payment of any outstanding amount of the PC in case the customer defaults on a payment. The letter is specific to the amount of the PC only.
- The return of the PC or exchange for another brand shall not be accepted without supplier consent.
- The supplier assigned by Batelco will be responsible for the support of hardware and software supplied.
- Support of any third party hardware/software will be solely the customer's responsibility. Batelco shall provide support for Internet-related issues only.
- Any upgrade of PC desired by the customer shall be dealt with by the respective supplier, and the customer shall pay any additional costs directly to the supplier.
- Should a fault arise with the PC all claims shall be made against the PC warranty to the supplier.
- Title of ownership to the PC shall pass to the customer upon signing the delivery note.

