

### 1. Type of Request

New Customer  Change of Address / Ownership  Miscellaneous

خدمات أخرى

تغيير العنوان/الملكية

زبون جديد

### 1. نوع الطلب

### 2. Personal Details

New Mobile Number:

رقم الموبايل الجديد:

CPR No.:

الرقم الشخصي:

CR No.:

رقم السجل التجاري:

Name: \_\_\_\_\_ الاسم:

Nationality: \_\_\_\_\_ الجنسية:

Flat No.:  House/Bldg No.:  رقم الشقة:  رقم البناية/المنزل:

Road No./St. Name:  Block No.:  رقم الطريق/اسم الشارع:  رقم المجمع:

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ توقيع العميل: \_\_\_\_\_ التاريخ: \_\_\_\_/\_\_\_\_/\_\_\_\_

### 2. البيانات الشخصية

### 3. Change of Ownership (Existing customers should complete part 1)

### 3. تغيير الملكية (على العملاء الحاليين تعبئة القسم ١)

New Owner Name: \_\_\_\_\_ اسم المالك الجديد:

Nationality: \_\_\_\_\_ الجنسية:

CPR No.:  الرقم الشخصي:

Flat No.:  House/Bldg No.:  رقم الشقة:  رقم البناية/المنزل:

Road No./St. Name:  Block No.:  رقم الطريق/اسم الشارع:  رقم المجمع:

New Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ توقيع العميل الجديد: \_\_\_\_\_ التاريخ: \_\_\_\_/\_\_\_\_/\_\_\_\_

### 4. Miscellaneous

### 4. خدمات متنوعة

SIM Replacement  SIM Replacement from Postpaid Mobile Service

استبدال SIM  استبدال SIM من خدمة الموبايل مدفوعة الأجر

Activate O services  O Video Mail

تفعيل خدمات O  بريد فيديو O

### Twin Services

### خدمة الشنائي المزدوج

### 5. Agreement

### 5. اتفاقية

This application form and the attached terms and conditions, collectively form an agreement for the provision of the SimSim prepaid mobile services detailed in the application form.

تشكل هذه الإستمارة والشروط والأحكام المرفقة بها مجتمعة، اتفاقية لتقديم خدمات سمسيم مدفوعة الأجر للهاتف النقال الواردة تفاصيلها في استمارة الطلب.

The Customer hereby declares to have read, understood and accepted the terms and conditions which apply to the provision of the prepaid mobile services.

ويقتر الزبون بأنه قد قرأ واستوعب وقبل الشروط والأحكام السارية على تقديم خدمات الهاتف النقال مدفوعة الأجر.

Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ التوقيع: \_\_\_\_\_ التاريخ: \_\_\_\_/\_\_\_\_/\_\_\_\_

### 6. For Batelco use only

### 6. لاستخدام بتلكو فقط

Pack No.:

رقم الحزمة:

Mobile No.: 1

SIM No. 1 \_\_\_\_\_ رقم SIM 1

رقم الموبايل 1:

IMSI No.:

رقم IMSI:

Mobile No.: 2

SIM No. 2 \_\_\_\_\_ رقم SIM 2

رقم الموبايل 2:

IMSI No.:

رقم IMSI:

Staff Code: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ رمز الموظف: \_\_\_\_\_ التوقيع: \_\_\_\_\_ التاريخ: \_\_\_\_/\_\_\_\_/\_\_\_\_

# الشروط والأحكام Terms and Conditions

## 1 Interpretation

### 1.1 In this Agreement:

"Agreement" means the contract between BAHRAIN TELECOMMUNICATIONS COMPANY B.S.C. (Batelec) Building 1095, Road 1425, Al-Hamala 1014, PO Box 14, Kingdom of Bahrain and the Customer for the provision of Prepaid Mobile Services, comprising together the Application Form and these Terms and Conditions;

"Application Form" means the Application form requesting the Service which has been signed by the Customer, a copy of which is annexed hereto; "Batelec Customer Service Centres" means Batelec centres located at various locations in Bahrain where Customers are provided with Batelec services. "Charges" means the sums payable to Batelec by the Customer pursuant to this Agreement; "Customer" means, the Batelec customer identified in the Application Form and who forms the other party to this Agreement; "Equipment" means the equipment (including any software) provided to the Customer by Batelec for the provision of the Service, including, but not limited to Subscriber Identity Module "SIM" Cards. "Intellectual Property Rights" means copyrights (including rights in computer software), patents, trade and service marks, trade and 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 orders to register or rights to apply for registration) which may now or in the future subsist anywhere in the universe; "International Roaming" means a value added facility to the Service whereby the Customer is able to use the Service to receive calls only, whilst in certain countries and cities with which Batelec has roaming agreements. "Service" means the service(s), specified in the Application Form to be provided by Batelec to the Customer pursuant to this Agreement, further details of which can be found in promotional literature available at Batelec's Customer Service Centres;

### 2 Commencement and duration of Agreement

2.1 This Agreement commences on the date that the Application Form is signed by duly authorised representatives of Batelec and the Customer. The duration of this Agreement will be until the valid termination of this Agreement by either party in accordance with clauses 8 and 9.

### 3 Rights and obligations

3.1 The Customer agrees to pay the Charges and Batelec agrees to provide the Service in accordance with the terms of this Agreement. All Charges shall be paid to Batelec or a third party offering the Service to the Customer, for example, a retail dealer of Batelec's services upon application.

3.2 Receiving/originating calls through International Roaming may be provided as part of the Service with various packages subject to availability and specific agreement with the overseas network provider. Charges for such calls are determined by Batelec's roaming rates and will be directly deducted from the Customer's balance. The Customer shall be responsible for all such charges whenever the Customer uses the International Roaming facility. Information regarding roaming charges may be obtained from Batelec Customer Service Centres.

3.3 Batelec may from time to time, at its sole discretion,

3.3.1 change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service; or

3.3.2 suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency.

3.4 Batelec shall endeavour, before exercising any of its rights under sub clause 3.3, to give the Customer as much advance notice as is reasonably possible (approximately seven (7) days for non-emergency situations).

3.5 The Customer acknowledges that it is not possible for Batelec to guarantee fault-free Service, particularly given Service quality will be affected by the quality of interconnecting operator networks. Where a fault or defect occurs which is not due to an act or default of the Customer and is within Batelec's network, Batelec will use all reasonable endeavours to repair any such faults.

3.6 The Customer undertakes to provide all such information and assistance as Batelec may reasonably require in order for Batelec to perform its obligations under this Agreement.

3.7 Batelec will allocate a number for the Customer's use, however, the Customer does not have any ownership rights in that number. Batelec reserves the right to change an allocated Customer number for technical, operational or regulatory reasons at any time with notice.

## 4 Equipment

4.1 The Customer agrees that any Equipment supplied to the Customer (if any) will remain the property of Batelec (unless otherwise notified by Batelec in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelec and/or the manufacturer of the Equipment, and the Customer will not add to, modify, or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

4.2 The Equipment will be the Customer's sole responsibility. The Customer is advised to notify Batelec of any loss, destruction or theft of Equipment immediately upon becoming aware of such event. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Equipment until the Customer notifies Batelec, at which time the Service may be suspended by Batelec. Lost, damaged or stolen Equipment, may be replaced at the Customer's request at a charge to be specified by Batelec.

## 5 Use of the Service

5.1 The Customer will not use the Service:

5.1.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelec or any third party;

5.1.2 in connection with (without prejudice to the generality of sub-clause 5.1.1 above) the carrying out of a fraud or criminal offence against Batelec or any other party; or

5.1.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or ha-

tred, or which comprises of a

virus or other code liable to cause loss or damage; or

5.1.4 to send or procure the sending of any unsolicited advertising or promotional material; or

5.1.5 in a way that in Batelec's reasonable opinion could have a materially detrimental effect on Batelec's business (including the Service).

5.1.6 or allow the Service to be used, modified or adapted to transmit voice

or data on public telecommunications system of either Batelec or any other third party telecommunication provider.

5.2 Batelec shall have the right to enforce the obligations set out in sub clauses 5.1.1 to 5.1.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

## 6 Liability and indemnity

6.1 Batelec shall not be liable to the Customer in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to the Customer except in the case of negligence or willful default of Batelec, its officers and employees. If Batelec shall be held liable to the Customer, its liability shall be limited to ten (10) Bahraini Dinars per month being, the amount equal to the average Charges payable for the Service for the twelve (12) month period.

6.2 The Customer will indemnify and defend Batelec against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Batelec's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelec acts in good faith and in the absence of negligence or willful default on the part of Batelec, its officers or employees.

6.3 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

6.4 The Customer may terminate this Agreement and provision of the Service at any time on (1) day's notice to the other party.

6.5 Batelec may vary its terms of Agreement, resulting in an increase in the Charges or changes that may alter the terms of Agreement. Should such changes be to the Customer's detriment, the Customer may terminate this agreement subject to clause 8.

6.6 Any notice to be given by the Customer to Batelec shall be effective verbally or in writing and delivered to Batelec Customer Service Centres, Kingdom of Bahrain.

6.7 The Customer hereby represents and warrants to Batelec that the Customer has the full power to enter into this Agreement and that all information supplied by the Customer to Batelec and/or entered onto the Application Form is true, accurate and complete in all respects.

6.8 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Batelec can replace any provision that is not legally effective with a provision that is effective.

6.9 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following application of priority shall apply: these Terms and Conditions; the Application Form; 3 Law governing law and jurisdiction

6.10 The laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

6.11 The Customer agrees that any Equipment supplied to the Customer (if any) will remain the property of Batelec (unless otherwise notified by Batelec in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelec and/or the manufacturer of the Equipment, and the Customer will not add to, modify, or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

6.12 The Equipment will be the Customer's sole responsibility. The Customer is advised to notify Batelec of any loss, destruction or theft of Equipment immediately upon becoming aware of such event. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Equipment until the Customer notifies Batelec, at which time the Service may be suspended by Batelec. Lost, damaged or stolen Equipment, may be replaced at the Customer's request at a charge to be specified by Batelec.

6.13 The Customer will not use the Service:

6.13.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelec or any third party;

6.13.2 in connection with (without prejudice to the generality of sub-clause 6.13.1 above) the carrying out of a fraud or criminal offence against Batelec or any other party; or

6.13.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or ha-

tred, or which comprises of a virus or other code liable to cause loss or damage; or

6.13.4 to send or procure the sending of any unsolicited advertising or promotional material; or

6.13.5 in a way that in Batelec's reasonable opinion could have a materially detrimental effect on Batelec's business (including the Service).

6.13.6 or allow the Service to be used, modified or adapted to transmit voice or data on public telecommunications system of either Batelec or any other third party telecommunication provider.

6.13.7 Batelec shall have the right to enforce the obligations set out in sub clauses 6.13.1 to 6.13.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

6.14 Liability and indemnity

6.15 Batelec shall not be liable to the Customer in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to the Customer except in the case of negligence or willful default of Batelec, its officers and employees. If Batelec shall be held liable to the Customer, its liability shall be limited to ten (10) Bahraini Dinars per month being, the amount equal to the average Charges payable for the Service for the twelve (12) month period.

6.16 The Customer will indemnify and defend Batelec against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Batelec's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelec acts in good faith and in the absence of negligence or willful default on the part of Batelec, its officers or employees.

6.17 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

6.18 The Customer may terminate this Agreement and provision of the Service at any time on (1) day's notice to the other party.

6.19 Batelec may vary its terms of Agreement, resulting in an increase in the Charges or changes that may alter the terms of Agreement. Should such changes be to the Customer's detriment, the Customer may terminate this agreement subject to clause 8.

6.20 Any notice to be given by the Customer to Batelec shall be effective verbally or in writing and delivered to Batelec Customer Service Centres, Kingdom of Bahrain.

6.21 The Customer hereby represents and warrants to Batelec that the Customer has the full power to enter into this Agreement and that all information supplied by the Customer to Batelec and/or entered onto the Application Form is true, accurate and complete in all respects.

6.22 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Batelec can replace any provision that is not legally effective with a provision that is effective.

6.23 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following application of priority shall apply: these Terms and Conditions; the Application Form; 3 Law governing law and jurisdiction

6.24 The laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

6.25 The Customer agrees that any Equipment supplied to the Customer (if any) will remain the property of Batelec (unless otherwise notified by Batelec in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelec and/or the manufacturer of the Equipment, and the Customer will not add to, modify, or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

6.26 The Equipment will be the Customer's sole responsibility. The Customer is advised to notify Batelec of any loss, destruction or theft of Equipment immediately upon becoming aware of such event. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Equipment until the Customer notifies Batelec, at which time the Service may be suspended by Batelec. Lost, damaged or stolen Equipment, may be replaced at the Customer's request at a charge to be specified by Batelec.

6.27 The Customer will not use the Service:

6.27.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelec or any third party;

6.27.2 in connection with (without prejudice to the generality of sub-clause 6.27.1 above) the carrying out of a fraud or criminal offence against Batelec or any other party; or

6.27.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or ha-

tred, or which comprises of a virus or other code liable to cause loss or damage; or

6.27.4 to send or procure the sending of any unsolicited advertising or promotional material; or

6.27.5 in a way that in Batelec's reasonable opinion could have a materially detrimental effect on Batelec's business (including the Service).

6.27.6 or allow the Service to be used, modified or adapted to transmit voice or data on public telecommunications system of either Batelec or any other third party telecommunication provider.

6.27.7 Batelec shall have the right to enforce the obligations set out in sub clauses 6.27.1 to 6.27.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

6.28 Liability and indemnity

6.29 Batelec shall not be liable to the Customer in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to the Customer except in the case of negligence or willful default of Batelec, its officers and employees. If Batelec shall be held liable to the Customer, its liability shall be limited to ten (10) Bahraini Dinars per month being, the amount equal to the average Charges payable for the Service for the twelve (12) month period.

6.30 The Customer will indemnify and defend Batelec against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Batelec's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelec acts in good faith and in the absence of negligence or willful default on the part of Batelec, its officers or employees.

6.31 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

6.32 The Customer may terminate this Agreement and provision of the Service at any time on (1) day's notice to the other party.

6.33 Batelec may vary its terms of Agreement, resulting in an increase in the Charges or changes that may alter the terms of Agreement. Should such changes be to the Customer's detriment, the Customer may terminate this agreement subject to clause 8.

6.34 Any notice to be given by the Customer to Batelec shall be effective verbally or in writing and delivered to Batelec Customer Service Centres, Kingdom of Bahrain.

6.35 The Customer hereby represents and warrants to Batelec that the Customer has the full power to enter into this Agreement and that all information supplied by the Customer to Batelec and/or entered onto the Application Form is true, accurate and complete in all respects.

6.36 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Batelec can replace any provision that is not legally effective with a provision that is effective.

6.37 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following application of priority shall apply: these Terms and Conditions; the Application Form; 3 Law governing law and jurisdiction

6.38 The laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

6.39 The Customer agrees that any Equipment supplied to the Customer (if any) will remain the property of Batelec (unless otherwise notified by Batelec in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelec and/or the manufacturer of the Equipment, and the Customer will not add to, modify, or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

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6.41 The Customer will not use the Service:

6.41.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelec or any third party;

6.41.2 in connection with (without prejudice to the generality of sub-clause 6.41.1 above) the carrying out of a fraud or criminal offence against Batelec or any other party; or

6.41.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or ha-

tred, or which comprises of a virus or other code liable to cause loss or damage; or

6.41.4 to send or procure the sending of any unsolicited advertising or promotional material; or

6.41.5 in a way that in Batelec's reasonable opinion could have a materially detrimental effect on Batelec's business (including the Service).

6.41.6 or allow the Service to be used, modified or adapted to transmit voice or data on public telecommunications system of either Batelec or any other third party telecommunication provider.

6.41.7 Batelec shall have the right to enforce the obligations set out in sub clauses 6.41.1 to 6.41.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

6.42 Liability and indemnity

6.43 Batelec shall not be liable to the Customer in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to the Customer except in the case of negligence or willful default of Batelec, its officers and employees. If Batelec shall be held liable to the Customer, its liability shall be limited to ten (10) Bahraini Dinars per month being, the amount equal to the average Charges payable for the Service for the twelve (12) month period.

6.44 The Customer will indemnify and defend Batelec against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Batelec's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelec acts in good faith and in the absence of negligence or willful default on the part of Batelec, its officers or employees.

6.45 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

6.46 The Customer may terminate this Agreement and provision of the Service at any time on (1) day's notice to the other party.

6.47 Batelec may vary its terms of Agreement, resulting in an increase in the Charges or changes that may alter the terms of Agreement. Should such changes be to the Customer's detriment, the Customer may terminate this agreement subject to clause 8.

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6.49 The Customer hereby represents and warrants to Batelec that the Customer has the full power to enter into this Agreement and that all information supplied by the Customer to Batelec and/or entered onto the Application Form is true, accurate and complete in all respects.

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6.52 The laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

6.53 The Customer agrees that any Equipment supplied to the Customer (if any) will remain the property of Batelec (unless otherwise notified by Batelec in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelec and/or the manufacturer of the Equipment, and the Customer will not add to, modify, or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

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6.55 The Customer will not use the Service:

6.55.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelec or any third party;

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6.55.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or ha-

tred, or which comprises of a virus or other code liable to cause loss or damage; or

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6.55.7 Batelec shall have the right to enforce the obligations set out in sub clauses 6.55.1 to 6.55.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

6.56 Liability and indemnity

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6.58 The Customer will indemnify and defend Batelec against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Batelec's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelec acts in good faith and in the absence of negligence or willful default on the part of Batelec, its officers or employees.

6.59 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

6.60 The Customer may terminate this Agreement and provision of the Service at any time on (1) day's notice to the other party.

6.61 Batelec may vary its terms of Agreement, resulting in an increase in the Charges or changes that may alter the terms of Agreement. Should such changes be to the Customer's detriment, the Customer may terminate this agreement subject to clause 8.

6.62 Any notice to be given by the Customer to Batelec shall be effective verbally or in writing and delivered to Batelec Customer Service Centres, Kingdom of Bahrain.

6.63 The Customer hereby represents and warrants to Batelec that the Customer has the full power to enter into this Agreement and that all information supplied by the Customer to Batelec and/or entered onto the Application Form is true, accurate and complete in all respects.

6.64 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Batelec can replace any provision that is not legally effective with a provision that is effective.

6.65 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following application of priority shall apply: these Terms and Conditions; the Application Form; 3 Law governing law and jurisdiction

6.66 The laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

6.67 The Customer agrees that any Equipment supplied to the Customer (if any) will remain the property of Batelec (unless otherwise notified by Batelec in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelec and/or the manufacturer of the Equipment, and the Customer will not add to, modify, or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

6.68 The Equipment will be the Customer's sole responsibility. The Customer is advised to notify Batelec of any loss, destruction or theft of Equipment immediately upon becoming aware of such event. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Equipment until the Customer notifies Batelec, at which time the Service may be suspended by Batelec. Lost, damaged or stolen Equipment, may be replaced at the Customer's request at a charge to be specified by Batelec.

6.69 The Customer will not use the Service:

6.69.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelec or any third party;

6.69.2 in connection with (without prejudice to the generality of sub-clause 6.69.1 above) the carrying out of a fraud or criminal offence against Batelec or any other party; or

6.69.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or ha-

tred, or which comprises of a virus or other code liable to cause loss or damage; or

6.69.4 to send or procure the sending of any unsolicited advertising or promotional material; or

6.69.5 in a way that in Batelec's reasonable opinion could have a materially detrimental effect on Batelec's business (including the Service).

6.69.6 or allow the Service to be used, modified or adapted to transmit voice or data on public telecommunications system of either Batelec or any other third party telecommunication provider.

6.69.7 Batelec shall have the right to enforce the obligations set out in sub clauses 6.69.1 to 6.69.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

6.70 Liability and indemnity

6.71 Batelec shall not be liable to the Customer in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to the Customer except in the case of negligence or willful default of Batelec, its officers and employees. If Batelec shall be held liable to the Customer, its liability shall be limited to ten (10) Bahraini Dinars per month being, the amount equal to the average Charges payable for the Service for the twelve (12) month period.

6.72 The Customer will indemnify and defend Batelec against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Batelec's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelec acts in good faith and in the absence of negligence