

- 5.1.5 in a way that in Batelco's reasonable opinion could have a materially detrimental effect on Batelco'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 Batelco or any other third party telecommunication provider.
- 5.2 Batelco 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 Batelco 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 of wilful default of Batelco, its officers and employees. If Batelco shall be held liable to the Customer, its liability shall be limited to an amount equal to the Charges payable for the Service for the twelve (12) month period from 1 January to 31 December of the year in which the cause of action giving rise to the liability arose.
- 6.2 The Customer will indemnify and defend Batelco against all claims and proceedings whatsoever and howsoever (whether actual or threatened) arising out of Batelco's performance of its obligations under this Agreement and the Customer's use of the Service so long as Batelco acts in good faith and in the absence of negligence or wilful default on the part of Batelco, its officers or employees. 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.
- 7 Events beyond Batelco's Reasonable Control**
- 7.1 Batelco shall not be liable to the Customer if it is unable to perform any obligation or provide the Services because of any factor outside Batelco's reasonable control, including (but not limited to) act of God, fire, extreme weather conditions, industrial action, default or failure of a third party, war, act of government or state, terrorist acts, civil commotion, insurrection or embargo.
- 8 Termination**
- 8.1 The Customer may terminate this Agreement and provision of the Service at any time on one (1) day's written notice to the other party. In the event of termination, cancellation, or move to another package, or default on payment before the end of a fixed Agreement term, the Customer shall be liable to pay an early cancellation fee as identified in promotional literature available at Batelco's Customer Sales and Service Centres.
- 8.2 In the event the Customer has any outstanding bill for any other Batelco mobile service purchased from Batelco on credit, Batelco has the right upon giving the Customer not less than seven (7) days notice to terminate this Service or any other mobile service provided to the Customer by Batelco.
- 8.3 Upon termination of this Agreement all charges due by the Customer to Batelco shall be payable immediately.
- 8.4 Without prejudice to its other rights of termination under this Agreement, Batelco may terminate this Agreement at any time upon providing at least one (1) month's prior notice, except that in the case of the package with the fixed Agreement term, notice of termination may not be issued until one (1) month prior to the expiry of the one (1) year term.
- 9 Breach**
- 9.1 Batelco may terminate this Agreement immediately on written notice, if the Customer:
- 9.1.1 commits a material breach of this Agreement, and fails to remedy such breach; or
- 9.1.2 are the subject of a bankruptcy order, or become insolvent, or makes any arrangement or composition with or assignment for the benefit of the Customer's creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over the Customer's assets.
- 9.2 If any of the events detailed in sub-clause 9.1 above occur, Batelco may by notice to the Customer (setting out the reasons) suspend the Service or any part of it without prejudice to its right to terminate this Agreement. Where the Service or any part of it is suspended the Customer must pay the Charges until this Agreement is terminated. If the Service is suspended (but not if Batelco suspends part of the Service) for a continuous period of twenty eight (28) days then the Customer may give notice to Batelco to terminate this Agreement.
- 10 Suspension of Service**
- 10.1 In the event of suspension of the Service by Batelco, all recurring Charges shall continue for the continuation of the Service during the suspension period until the service is restored or terminated. The Customer is obliged to pay all outstanding Charges to Batelco. In the event of voluntary suspension of the Service by the Customer, the Customer may request to retain (subject to approval) the allocated mobile telephone number, however the Customer shall be obliged to pay all incurred Charges for this period.
- 11 Changes**
- 11.1 Batelco may vary its terms of Agreement, however, the Customer may terminate the Agreement on one (1) day's written notice if Batelco's variations have resulted in excessive increases in the Charges or changes that materially alter the Customer's rights under this Agreement to the Customer's detriment, except where the variation has been imposed upon Batelco as a direct result of legislative changes, government regulation or licence changes.
- 12 Notices**
- 12.1 Any notice to be given by the Customer to Batelco shall only be effective through in writing and delivered to Batelco Customer Service Centres, Kingdom of Bahrain.
- 12.2 Any notice to be given by Batelco to the Customer shall be effective if through media communication or in writing and delivered to the address or sent to any relevant facsimile number for that party set out in the Application Form.
- 13 Miscellaneous**
- 13.1 Batelco may assign, novate or sub-contract any of its rights or obligations under this Agreement. The Customer shall not be entitled to assign, novate, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement (unless otherwise agreed with Batelco in writing).
- 13.2 Save as expressly provided under this Agreement all other warranties whether express or implied are hereby excluded to the fullest extent permissible by law and this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements.
- 13.3 The Customer hereby represents and warrants to Batelco that the Customer has full power to enter into this Agreement and that all information supplied by the Customer to Batelco and/or entered onto the Application Form is true, accurate and complete in all respects.
- 13.4 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Batelco can replace any provision that is not legally effective with a provision that is effective.
- 13.5 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:
- 14 Governing law and jurisdiction**
- 14.1 This Agreement shall be governed by and interpreted in accordance with 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.

Mobile Postpaid Application Form