

SimSim prepaid mobile application form

New customer Change of ownership Miscellaneous

1. Personal details

Mr. Mrs. Ms.

Existing mobile number

Name

Nationality

CPR No. CR No.

Contact No.

E-mail Address

Local Address:

House/Building No.

Flat No.

St. Name/No.

Block No.

P.O. Box

2. Change of ownership (existing owner should fill out part 1)

Name of new customer

CPR No. CR No.

Nationality

Existing owner's signature

New customer's signature Date

3. Miscellaneous

SIM replacement SIM replacement from postpaid mobile service

Mobile voicemail

Voice Instructions

Arabic English

Twin

Agreement

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

Signature Date / /

For Batelco use only

Pack. No.

Mobile No. 1 SIM No. 1

IMSI No.

Mobile No. 2 SIM No. 2

IMSI No.

Staff Code Signature Date

3rd party retailer Signature Date

Terms & conditions

1 Interpretation

1.1 In this Agreement:

"Agreement" means the contract between BAHRAIN TELECOMMUNICATIONS COMPANY B.S.C. (Batelco) 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;

"Batelco Customer Service Centres" means Batelco centres located at various locations in Bahrain where Customers are provided with Batelco services.

"Charges" means the sums payable to Batelco by the Customer pursuant to this Agreement;

"Customer" means, the Batelco 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 Batelco 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 Batelco has roaming agreements.

"Service" means the service(s), specified in the Application Form to be provided by Batelco to the Customer pursuant to this Agreement, further details of which can be found in promotional literature available at Batelco'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 Batelco 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 Batelco agrees to provide the Service in accordance with the terms of this Agreement. All Charges shall be paid to Batelco or a third party offering the Service to the Customer, for example, a retail dealer of Batelco'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 Batelco'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 Batelco Customer Service Centres.

3.3 Batelco 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 Batelco 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 Batelco 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 Batelco's network, Batelco will use all reasonable endeavours to repair any such faults.

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

3.7 Batelco will allocate a number for the Customer's use, however, the Customer does not have any ownership rights in that number. Batelco 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 by Batelco (if any) will remain the property of Batelco (unless otherwise notified by Batelco in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelco 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 Batelco 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 Batelco, at which time the Service may be suspended by Batelco. Lost, damaged or stolen Equipment, may be replaced at the Customer's request at a charge to be specified by Batelco.

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 Batelco or any third party;

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- 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 Batelco 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 hatred, 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 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 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 Batelco against all claims and proceedings whatsoever and howsoever arising (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.
- 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.
- 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 notice to the other party.
- 9 Breach**
- 9.1 Batelco may terminate this Agreement immediately on written notice, if the Customer: commits a material breach of this Agreement, and fails to remedy such breach; or is the subject of a bankruptcy order, or becomes 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.
- 9.1.1
- 9.1.2
- 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. 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 Changes**
- 10.1 Batelco may vary its terms of Agreement, resulting in an excessive 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.
- 11 Notices**
- 11.1 Any notice to be given by the Customer to Batelco shall be effective verbally or in writing and delivered to Batelco Customer Service Centres, Kingdom of Bahrain.
- 11.2 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.
- 12 Miscellaneous**
- 12.1 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).
- 12.2 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.
- 12.3 The Customer hereby represents and warrants to Batelco that the Customer has the 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.
- 12.4 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.
- 12.5 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.
- 13 Governing law and jurisdiction**
- 13.1 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.