

**1. Standard Terms and Conditions and Acceptance:**

- 1.1. This Agreement is concluded between stc (We/Us) and the Customer (You) when You do any of the following:
  - 1.1.1. give Us Your hand written or electronic signature, when applicable,
  - 1.1.2. tell Us electronically, when applicable, that You accept (i.e., by clicking the "I Accept" button for on-line purchases or Account changes), or
  - 1.1.3. If You have never used the Service before and You do not wish to be bound by this Agreement, do not begin using them and notify Us immediately. By accepting this Agreement, You acknowledge that You are an authorized signatory assigned by Your company and eligible to enter into a contract with Us, and are authorized to obtain Services or make changes and to nominate a system administrator to manage the existing or new Account. You may obtain a copy of this Agreement and any Service-specific Terms and Conditions by asking Your Account Manager. This Agreement supersedes any and all statements, direct or electronic communications or promises made to You by any of Our employees or agents.
- 1.2. By concluding this Agreement, You agree that this Agreement supersedes Your existing contracts or any other communications (written or verbal) with Us.
- 1.3. You agree to be bound by the following, in this order of priority AND INCLUDING ANY CHANGES:
  - 1.3.1. The Service (standalone or bundled) description, Proposals, specific terms and conditions, including any promotional terms and any additional agreements associated with such Service;
  - 1.3.2. The Order Form;
  - 1.3.3. The Terms and Conditions of this Agreement;
  - 1.3.4. any relevant click-through agreement for the Services You received;
- 1.4. We may decide that You need to pass a credit check, this Agreement won't start until You pass the credit check. We may use the information You provide Us to help making Our credit decision before this Agreement starts.
- 1.5. We will open an Account in Your name and apply fees and charges to it.
- 1.6. We will activate Your Services as soon as We can.
- 1.7. If You have subscribed to a Service, You understand that:
  - 1.7.1. You Are not allowed to Terminate that Service before the end of its Commitment Period; however should You wish to terminate the Service it will be subject to clause 18 below;
  - 1.7.2. You may need to pay an Upfront Fee with the Service Subscription Fees;
  - 1.8. Upon Renewing or Upgrading a Service, a new Commitment Period will apply, unless We advise otherwise. Your new Commitment Period will start from the date that We process Your Upgrade or Renewal. You also understand that We may ask You to pay a new Upfront Fee in addition the relating Subscription Fee may increase accordingly unless We advise otherwise in advance.
- 1.9. Upon the end of the Commitment Period We will notify You of such expiry and if You fail to notify Your Account Manager in writing with Your intention of not renewing the Service in the same day, We may decide to keep Your Service active on month to month basis and You agree to pay the related Monthly Fee. However, We do not necessarily have to do so.
- 1.10. Without prejudice to clause 1.9, if the Service is renewed on month to month basis, You will only be able to terminate it upon one (1) month prior written notice to Your Account Manager.
- 1.11. If You notify the Account Manager of Your intention to renew the Service, You will have to sign a new Order Form with a new Commitment Period.
- 1.12. If You decide not to renew the Commitment Period or subscribe in a new Service, this Agreement will continue until You terminate it in writing by sending a notice to Your Account Manager.
- 1.13. If You already have an Account with Us, any additional Service that You request will be added to that Account. For the avoidance of doubt, if You have more than one Service with Us, each Service will subject to a separate Commitment Period and therefore Agreement, with Us. As a result, the Commitment Period that applies to each Service may not begin and end at the same time.

**2. Our Services:**

- 2.1. Our Services and its features are provided to You as per the Proposal, or information available on the User Guide given on the Website.
- 2.2. If You want to add a Service, You should contact Us through Your Account Manager and/or through the Website, where available.
- 2.3. The Service is made available, provided that, You also comply with the following conditions, which are a fundamental part of this Agreement between You and Us:
  - 2.3.1. You are not allowed to use the Services in any way that violates the laws in the Territory including but not limited to violating privacy rights, transmitting or permitting any third-party materials protected by intellectual property laws, except where You have the property rights in such materials or power to control.
  - 2.3.2. The Service is not used for anything unlawful, immoral or improper.
  - 2.3.3. The Services is not used to make offensive or nuisance communications in whatever form.
  - 2.3.4. The Service is not used to access or use content in a way that infringes the rights of others.
  - 2.3.5. You agree not to use the Service for any abusive, illegal or fraudulent purpose.
  - 2.3.6. The Service is not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful.
- 2.3.7. You agree to follow Our Business Rules and instructions for the use of the Service and ensure that the End User shall also meet Your responsibilities hereunder. You agree to keep Us protected against any legal action taken against Us and to meet any losses We may incur as a result of such use of the Services. You are responsible if anyone else, whether authorised by You or not misuses the Services.
- 2.3.8. You must not resell, in any way whatsoever, the whole or any part of the Service.
- 2.4. stc may, from time to time, request information related to Your identity credentials in compliance with laws and regulations issued in the Territory. You hereby undertake that all information and data provided by You to Us is correct and complete and You are committed to notify Us with any changes might occur to them. If it is verified that You provided Us with false information or did not provide the requested information in regard of Your identity, We will have the right to terminate this Agreement and all Services delivered will be stopped accordingly You will be liable for any damage resulted to Us from this action.
- 2.5. Upon Service or Agreement termination, Your right to use the Service will immediately cease. We shall have no obligation to forward Your Data, information to You or to process data and/or message requests in any particular manner in relation to the said Service after (5) calendar days from the respective Service or Agreement termination date, unless You have notified Us in writing with Your request before the lapse of such period.
- 2.6. For each Service You subscribe to, the Activation Date is the date specified in the Service Order Form You start using the Service.

**3. Customers Applications Channels**

- 3.1. To access Our Services, You may contact Your Account Manager to sign the required Order Form(s) or, when available, apply: electronically on the Website, or via SMS or USSD code or via any electronic channel. After registering online on the Website or apply via SMS or USSD by dialling stc code, You will be required to enter your registered personal information and identification number ("PIN") in the respective webpage or any other electronic channel. However, due to security reasons, You may still be required to enter more personal information, such as but not limited to ID number, date of birth, security personal questions, etc.
- 3.2. If You do not agree to these terms and conditions, You may not complete the registration process. Signing this document or Clicking on the button marked «Accept» and proceeding to use Our Online Application, or signing of the respective Order Form, indicates Your acknowledgment that You have read and accepted these Terms and Conditions.
- 3.3. For purposes of identification and billing, You agree to provide Us with current, accurate, complete, and updated information by either signing updated relating Order Form or by the registration online on Our Website, including Your legal name, address, email address, telephone number(s), and applicable payment data (e.g., bank account number). You agree to notify Us immediately of any changes in Your registration data and information.
- 3.4. Proceeding with the registration process and the use of Service, indicates Your intent to comply with these Terms and Conditions.

**4. Electronic Service:**

- 4.1. Where applicable, this clause define Your access rules to Services provided by electronic means.
- 4.2. You consent to receive Your user name, password and PIN through Your phone or e-mail address or at the time of Your account registration under Your Account Profile. You are solely

responsible for maintaining the confidentiality of Your Account and credentials such as User Name, passwords, PIN etc., and You agree to pay for all Services charged to Your Account, whether or not You have authorized such use.

- 4.3. Once You apply for an Electronic Service, Your Electronic Account will be opened allowing You to access upon demand to various information and tools that We may propose on Our Website or through other electronic tools and Equipment. Among other things You may be able to view electronic bills and Service usage, when available. The tools and information that can be accessed through Your Electronic Account may be modified by Us from time to time.
- 4.4. We may impose a charge for specific options of the Electronic Services.
- 4.5. For corporate Account, You shall designate authorized users (the "Authorized Users") who will be the only people authorized to access Your Electronic Account in Your name as per the Business Rules set out by Us.
- 4.6. We will grant an individual password to each Authorized User designated by You within a certain limit of Authorized Users per Customer which will be determined by US.
- 4.7. You agree that the Authorized User using Your user name and password has the capacity and authority to manage the Service(s) electronically on behalf of You and to access Your entire data published on Your Account. You are responsible for all activities associated with Your Account whether performed by an Authorized User or any other person accessing Your Account with an Authorized User's password.
- 4.8. If You believe that Your Account and/or PIN is being used in an unauthorized manner, You must contact Us immediately so that the appropriate modifications can be made to Your Account. Please be aware that Your Account information will be sent to the e-mail address that You entered on Our Website and/or respective application when You applied to become Our customer. You are responsible for maintaining a current, operational and secure e-mail address and for reading e-mail from Us so that We can notify You of updates to Our Services and provide information concerning Your Account. We are not responsible if others can access that email account and obtain Your Account information.
- 4.9. The access to the Account shall be available as long this Agreement is still in force between You and Us.
- 4.10. We may make improvements, change, suspend or discontinue any or all aspects of the Service at any time without notice or liability.
- 4.11. Upon Service or Agreement termination, Your right to use the Account and/or the Service(s) associated to such Account will immediately cease and We shall have no obligation to forward any further information to You or to process incoming message requests in any particular manner in relation to the Account.
- 4.12. The Account may display links and reference to other sites. We bear no responsibility for the content of these sites, and We do not make any representations or give any warranties with respect to any information contained in or at these sites.
- 4.13. You agree not to (i) provide or create a link to Our Website or Electronic Service; and (ii) create any frames at any other website pertaining to any of the materials located at Our Website, without Our prior express written approval.

**5. Service Restrictions:**

- 5.1. You will not, and will not allow others, third party, those under Your control and/or the End Users to:
  - 5.1.1. copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services;
  - 5.1.2. use the Services for high risk activities which are deemed to substantially impact the operations of Us and/or any third party and/or cause an irreparable damage to Us and/or a third Party;
  - 5.1.3. sublicense, resell, or distribute any or all of the Services separate from Our integrated application;
  - 5.1.4. create multiple applications, accounts, or projects to simulate or act as a single application, account, or project (respectively) or otherwise access the Services in a manner intended to avoid incurring Subscription Fees;
  - 5.1.5. unless otherwise set forth in this Agreement, use the Services to operate or enable any telecommunications or ICI service or in connection with any application that allows End User or others to place calls or to receive calls from any public switched telephone through the Cloud, unless We approved it in writing;
  - 5.1.6. attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to any of the Services through hacking or any other unauthorized and/or unlawful means.
  - 5.1.7. process or store any of Your Data in a way contrary to the regulations in the Territory.
- 5.2. This Agreement is personal to You and is not transferable to another person or entity unless otherwise approved and accepted in writing by Us.

**6. Third Party Components:**

- 6.1. Third party components (which may include open source software) of the Services may subject to separate license agreements. To the limited extent a third-party license expressly supersedes this Agreement, that third party license governs Your use of that third party component.

**7. Protection and Processing of Your Data**

- 7.1. We are committed to not disclose the details of Your communications except upon Your personal request or by an official power of attorney in this regard. However, We may disclose any information about You including the content of Your communications for law commitment purposes or because of official legal requests issued by the official authorities in the Kingdom of Bahrain. Your signature upon this Agreement or any Order Form shall be deemed as a delegation to Us to disclose Your personal information and details of Your communications in the preceding cases only.
- 7.2. You shall maintain Your Personal Identification Number (PIN) and Personal Code for Decoding (PUK) in confidentiality in order to prohibit unauthorised access by others.
- 7.3. You hereby grant Us Your acceptance to Our privacy policy at (<https://www.stc.com/bh/content/privacy-policy>) which includes details of how Personal Data and information will be used by Us and these fraud prevention agencies, and Your data protection rights.
- 7.4. Where applicable, We will follow Our standard archiving and backup procedures for Your Data as described in the Proposal and/or User Guide. In the event of any loss or damage to Your Data, Your sole and exclusive remedy from Us is to use reasonable commercial endeavours to restore Your lost or damaged data from the latest backup of Your Data maintained by Us in accordance with Our standard archiving and backup procedures. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by Us to perform services related to Your Data maintenance and backup).
- 7.5. You shall provide Us with a prior written approval request in case You wish to migrate Your Data and/or system(s) to Our Services; provided that (a) We will evaluate and establish Your obligations towards such migration of Data and You shall accept them in writing; (b) We may request the Data in a certain format in case the migration works is conducted by Us; and (c) Your Data migration to Our Service can be performed only once during the Commitment Period.
- 7.6. You are responsible for the Data processing mechanism under the Service, We will not, in any circumstance, be liable for damages, malfunctions related to any discrepancy in the Service reporting functionality, and/or for any other functionality part of the Services. This applies when a third party is involved in setting out the Service formats, functionality and/or mechanisms.
- 7.7. stc is not liable for the Data and its systems functionality to the extent it impact the Service and/or its availability; in the event that You require internal and/or external infrastructure (such as front-end customer interface and back-end database structures) as a preliminary requisite to be able to utilize the Service.

**8. Quality of Service:**

- 8.1. While We commit to do Our best to provide quality Services it is impossible to provide a fault-free service as the Service may particularly depends and relies on third party components other providers and third parties to which the Service is connected or connects. Should any interruption occur in Our Services, We will take all reasonable steps to remedy such interruption or to improve the quality of the affected Service as soon as reasonably possible.
- 8.2. Services can be adversely affected by maintenance, outages on other providers and/or third party components and platforms and You may not receive some or all of the Services at certain times. Services can also change with Cloud reconfiguration. We may, from time to time, disconnect the Service or Services for a short period to perform maintenance and repair work. In all aforementioned cases, We will notify You at least two (2) calendar days in advance and We not be liable to pay compensation to You for any loss or damage resulting directly or indirectly because or from the interruption or breakdown of the Services for whatever reason.

## 9. Technical Support Services ("TSS")

91. By Your use of the Service, you are responsible for the technical support of Your own Applications and Data when using the Service.
92. Where You use the Service for the purpose that We supplied it to You (mainly the use of the Services in accordance with this Agreement, Service Order Form, the Proposal and the User Guide); and the Equipment or/and the system is proven by Us to be defective within the Manufacturer Warranty Period, other than due to Your act or omission, then We will arrange a Service call to repair or replace Your defected Equipment, or make good the installation of the Equipment and/or system free of charge.
93. For technical support and troubleshooting, Our technical team may request for a remote session to Your Equipment or Service or applications. It is Your responsibility to assist in providing such remote access on request to maintain the Service Level and minimize the service downtime.
94. In case You wish to transfer the Service from one Service Location to another, You shall request by signing a new Service Order Form stating the details of the old and new location of the Service. You understand that Your request may be subject to additional Fees, which We will make sure to notify it to you beforehand and that the Service Location transfer shall only be performed by Our technicians. Once You pay the associated Fees (if any) to Us and the transfer is completed by Our technicians, all entitlements and obligations under this Agreement shall remain unchanged and applicable on the new Service location.
95. By Us. Subject to payment of applicable support Fees, We may provide TSS to You during the Service Commitment Period in accordance with the signed Service Order Form. Certain TSS levels include a recurring Fee. If You downgrade the Service You agreed the We may continue to provide TSS at the same level and TSS Fees before the downgrade takes place for the remainder of the Commitment Period.
96. The Services may occasionally require upgrading, modification or other works making them temporarily unavailable. We will try to keep such interruption to a minimum.
97. Where Applicable, We reserve the right to terminate Your Agreement or to charge You for False Alarms if an excessive number of False Alarms occur in accordance with Our Service Level.
98. We will agree with You on a time and location for the installation of the Service at the Service Location.
99. You agree to provide Us and Our appointed support team, for remote access to Your systems for any technical support and troubleshooting. You will be responsible to set up any such access required to extend the remote support.

## 10. Fees & Payment:

- 10.1. You are responsible for all Up Front and Subscription Fees applied to Your Account for usage of the Services, whether such usage is made by You or any other person in respect of the Service You selected.
- 10.2. We can change payment terms for any good reason, for instance, if You do not pay a bill by the date set out on it. We will notify You before We do so.
- 10.3. You may be required to pay a deposit (or an extra deposit) as security for the Fees if We have a good reason to require it, for example, if We raise Your credit limit. We can keep the deposit until the Agreement ends. We will return it when You pay Us everything You owe. We will not pay interest on deposits. We can use Your deposit to pay Us what You owe except where You have followed the process for disputed Fees outlined at point 10.7 below. If You don't pay the undisputed amount by the date of Your bill or tell Us not to use any deposit to pay the disputed amount, then We will use any deposit and/or any pay as you go credit balance to pay the disputed sum.
- 10.4. We may set and change credit limits for Fees. We can suspend Your access to the Services if Your credit limit is exceeded.
- 10.5. Subscription Fees for Post Paid System will be invoiced monthly in arrears. This may be by post or electronically, at Our choice. In the event You request to receive paper invoices, then You will be subject to the applicable Fees.
- 10.6. You shall pay the invoice in no later than the Due Date noted in it.
- 10.7. If You reasonably and in good faith dispute an invoice or part of it, You shall notify Us of such dispute within fourteen (14) calendar days of issuance of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much You consider is due. All Fees not in dispute shall be paid by the Due Date. You are deemed to have waived Your right of dispute after the lapse of such period and it shall be considered as Your final declaration that the invoice is true and valid.
- 10.8. In Pre-Paid System, payment for Services is deducted directly from the charging card credit.
- 10.9. Where stc has not received payment for undisputed Fees by the Due Date: stc shall contact You to request payment; and be entitled to impose a late payment Fee on the overdue Charges at the highest rates permitted by applicable law.
- 10.10. If We have not received the payment from You within the Due Date, We may take all or any of the following actions until such time as payment has been received, including any fixed late payment Fee applicable:
  - 10.10.1. withhold any sums owing to You by Us (including Subsidy) and offset it against any sums You owe to Us under this Agreement;
  - 10.10.2. suspend Your use of the Services in relation to which Fees are outstanding;
  - 10.10.3. withdraw any discount in relation to the Services and on Fees; and
  - 10.10.4. subject to stc having first invoked at least one of the remedies as set out in clauses 10.10.1, 10.10.2 and 10.10.3, stc shall be entitled to terminate this Agreement in whole or in part in accordance with clause 17.
- 10.11. You shall not be entitled to offset any sums owed to You by Us under any Agreement or dispute between the Parties against any sums that You owe to Us under this Agreement.
- 10.12. Any Taxes or governmental fees which are or may become applicable to the provision of the Services under this Agreement shall be charged to You in addition to the applicable Fees, Tariffs and charges.
- 10.13. You may be able to use the Service to buy goods and/or services from third parties (Example: buy application or purchase merchandise through online stores). You may be able to pay for that through Your Electronic Services Account. It is Your decision whether or not to enter into a legal relationship with that third party.
- 10.14. If You do buy from a third party using the Service, unless We say otherwise, You will have a direct relationship with that third party even if You pay for the goods and/or services with Your Account. As We will not be a party to that agreement between You and that third party, We won't be in any way responsible for any loss or damage You may suffer because of Your contract with that third party.

## 11. Changing the Terms and Fees.

- 11.1. We may, amend or change the terms and conditions or the Services whenever We see appropriate and within the limits set forth in the laws, regulations, and decrees governing telecommunications sector in the Territory. We shall announce any of such changes through Our website. If You use Your Service after the change takes effect that means You're accepting the change.
- 11.2. We can decrease any Fee at any time without telling You beforehand, although We will try to tell You if We can.
- 11.3. We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving You a reasonable period of Written Notice. The change will then apply to You once that notice has run out.
- 11.4. If You're on a Post-paid System and a change to Your Fees or this Agreement has a material adverse effect on You, you can cancel the Service to that has been affected within thirty (30) calendar days of receiving the notice with no Termination Fee if We fail to negate the change after You notify Us of Your objection to it. You understand that this excludes Subscription fees payable for an Equipment bundled or associated to that Post-paid System. The change will then apply to You once that notice period has run out.

## 12. Non-Compliance with Payment Terms:

- 12.1. After Our notification to You and You fail to make the payment of any of the Fees and/or Subscription Fees on its due date, We may suspend any or all of Your Services in addition We may terminate this Agreement without need to address any notice or formal summons or issuance of a judicial sentence in regard thereof without prejudice to Our right to claim the outstanding dues from the Customer through judicial means. We may also appoint a third party to collect such outstanding dues.
- 12.2. You understand that You must pay Your Fees by the Due Date, otherwise We will be entitled to disconnect the Service and blacklist You. It is very important that you recognize those durations to avoid Service inconvenience.
- 12.3. You understand that in the Pre-Paid System, not maintaining a credit, exceed of validity and grace periods, and not recharging the Service according to the systems and periods

established by and required by Us may lead to suspension or cancellation of the Service, and the You will not be able to use the Service of any kind and You will lose Your Data and remaining credit, if any existed. In addition, You have no right to raise a claim against Us for reuse of Your Service or a cash refund against the remaining credit and retrieval of Your Data.

## 13. Intellectual Property

- 13.1. The rights to any material, data or information (texts, graphics, animations, software, music, photos, pictures, audios, videos) contained on Our Website and/or Electronic Account (collectively, the "Material") are the exclusive property of Us and are protected by the Bahraini Intellectual Property Code.
- 13.2. Nothing in this Agreement may be interpreted as transferring or conferring You any right to use the Materials.
- 13.3. This provision shall not apply to Your data posted on Your Electronic Account.

## 14. Disclaimer and Warranties:

- 14.1. WE WILL PROVIDE THE SERVICE IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS APPLICABLE TO COMPARABLE PROVIDERS. WE MAKE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE ORDER FORM.
- 14.2. IT IS ACKNOWLEDGED BY YOU THAT WE OFFER NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION WITH REGARD TO ANY INFORMATION, CONTENT, MERCHANDISE AND SERVICES OFFERED OR MADE AVAILABLE OR ACCESSIBLE ON THE CLOUD OR THIRD PARTY APPLICATION AND PLATFORMS.
- 14.3. No warranties from Us are applied to failures or shortcomings in the provision of the Services caused by, arising out of or due to:
  - 14.3.1. Your connection to the Internet;
  - 14.3.2. the operational performance of the Internet itself;
  - 14.3.3. private networks or virtual private network ("VPN") or network of personal computers;
  - 14.3.4. leased lines;
  - 14.3.5. mobile service or airtime providers;
  - 14.3.6. failure of the computer or other Equipment You use to connect to the internet or to the mobile service provider, accident, abuse or use of the Services in a manner inconsistent with this Agreement or resulting from events beyond Our reasonable control;
  - 14.3.7. Outages and/or faults which are catered for by the Service Level applicable to the Services being provided in accordance with clause 14.4.
- 14.4. Where applicable, if We do not meet a Service Level, a service credit will be issued to You as stated in the agreed TSS on Your request.
- 14.5. Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.
- 14.6. If Your equipment is not certified to work with Our Service components or does not support relevant technology including but not limited to encryption, You may not be able to use certain services or access certain information on the Services.
- 14.7. The only Services that We offer to You are those described and selected by you on the Service Order Form.

## 15. Our Liability to You:

- 15.1. The Services are provided on an «as is» and «as available» basis and You accept that You access or use them at Your own risk. We shall not have any liability whatsoever in respect of loss or corruption of Your Data or any other data, loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order Form.
- 15.2. We shall not be liable to You for indirect damages and losses except in the case of Our negligence or material default under this Agreement. In any event, Our liability shall be limited to an amount equal to the Subscription Fees payable for the related 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.

## 16. Notices:

- 16.1. Any notice to be given by You to Us shall only be effective if it is in writing and delivered by registered mail and/or handed to Your Account Manager.
- 16.2. Any notice to be given by Us to You shall be effective if sent through text message, email address, Electronic Account or other media communication or in writing and delivered to Your physical address or sent to any relevant facsimile number set out in the relating Order Form.

## 17. Our Rights for Service Suspension or Termination:

- 17.1. We have the full right to suspend or terminate any of the Services provided to You, without any prior notice, in the following cases:
  - 17.1.1. If requested by the competent official authorities and bodies.
  - 17.1.2. The Service breaks down or needs maintenance and all cases of Force Majeure, exceptional and emergency conditions. We will try to make sure this does not happen often. We would also not make You pay Monthly Fees or other recurring Fees during the suspension period under the events noted in this clause 17.1.2 including when there is a severe disruption to the Cloud (meaning that there was a breakdown in over 90% of the Service which lasted for three (3) days or more) or where the Service has completely broken down.
  - 17.1.3. Your subject to bankruptcy, insolvency or interdiction.
  - 17.1.4. Failure to submit the deposit for the Services that We declared as mandatory payment.
  - 17.1.5. Not settling the due payments: Fees, charges or due Subscription Fee.
  - 17.1.6. You, the End User or anyone who uses the Service is violating any of the terms and conditions herein or any other Agreement with Us or Our Group Companies.
- 17.2. We may charge to reconnect You to the terminated or suspended Service except where something in point 17.1.1 happened. We can change Your Payment Terms as a condition of Service reconnection.
- 17.3. Despite the foregoing, if there is an emergency security issue, We may automatically suspend the Service. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or resolve the emergency security issue. If We suspend a Service under this clause without prior notice to You, at Your request, We may provide You the reason for the suspension as soon as it is reasonably possible.

## 18. Your termination rights:

- 18.1. You can give Us a notice to terminate a Service, if We are in material breach to any of Our obligations and We have failed to recover such breach within a period of forty-five (45) calendar days from the date of Your written notice to Us in this regard.
- 18.2. You can give Us a notice to terminate this Agreement, to take effect before or after the end of the Commitment Period. However, You will have to pay a Termination Fee if You choose to terminate this Agreement before the end of the Commitment Period.
- 18.3. You can only give Us notice to terminate or suspend this Agreement by approaching the dedicated Account Manager to fill in and sign the relevant Order Form. However, You understand that suspension of a Service with a Commitment Period may not be allowed and may be treated as Service termination.
- 18.4. When a Service is terminated, You shall pay Us, any due Fees/Subscription Fees in addition to the applicable Termination Fees, except for the event stated in clause 18.1.
- 18.5. Upon signing the Termination / Cancellation / Suspension Order Form(s) and/or written notice, Your Agreement will be respectively suspended on the same day from when We receive Your Order Form and or written notice, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during the following ten (10) working days period after which the Service will be terminated.
- 18.6. A Termination Fee won't apply if You are within the Commitment Period and:
  - 18.6.1. the change in the Service stated in clause 11.1 and 11.3 is of material detriment to You and You give Us a notice to immediately cancel this Agreement before the change takes effect. However, You will remain liable to pay the bundled Equipment remaining balance, if any, or;
  - 18.6.2. We have given You a written notice of an increase in a Service Fee under clause 11.4 and You give Us notice to immediately cancel this Agreement before the change takes effect. However, You will remain liable to pay the bundled Equipment remaining balance.
- 18.7. Notwithstanding clause 18.1, 18.2, 18.3 and 18.4, if the Service is terminated, You shall be refunded Your deposit amount, if any, after forty (40) days of the Service termination date, provided that, no outstanding amounts are due to Us otherwise such due amounts will be

settled from this deposit amount. If You fail to collect such deposit amount within seven (7) months from the service termination date the deposit amount will be forfeited.

18.8. You may terminate Your Account at any time by giving Us a one (1) month prior written notice.

**19. Confidential Information:**

19.1. Neither You nor Us will disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to keep it confidential.

19.2. Notwithstanding any provision to the contrary in this Agreement, the recipient may also disclose Confidential Information to the extent (a) required by a judicial body, TRA and/or governmental authority in the Territory, and/or (b) lead to death or serious physical harm to an individual; provided that the recipient uses commercially reasonable efforts to: (i) promptly notify the other party of such disclosure before disclosing; and (ii) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. As between You and Us, You are responsible for responding to all third party requests concerning Your use and Your End Users' use of the Services.

**20. Publicity:**

20.1. You are permitted to state publicly that You are a customer of the Services. If You want to display Our brand features in connection with Your use of the Services, You must obtain prior written permission from Us.

20.2. We may include Your name or brand features in a list of Our customers, online or in promotional materials. We may also verbally reference You as a customer of the Services. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement.

20.3. A party may revoke the other party's right to use its brand features under this Section with written notice to the other party and a reasonable period to stop the use.

**21. Governing Law & Jurisdiction:**

21.1. This Agreement is governed by the provisions of the laws of the Kingdom of Bahrain and is subject to all regulations and decrees governing telecommunications within the Kingdom of Bahrain.

21.2. The courts of Bahrain shall have the sole jurisdiction over all disputes that may arise from or related to this Agreement.

21.3. Should any conflict arise between the Arabic and the English text, the Arabic text will prevail.

**22. Definitions and Terminology:**

In applying the provisions of these terms and conditions, the following words and phrases shall carry the meaning shown next to them. In case there is no definition for a word or a phrase under this Agreement, consideration must be given to its definition stated in the Rules and Regulations governing telecommunication within the Kingdom of Bahrain.

22.1. "Account" means together Your Electronic Services Account, and any Postpaid/Prepaid Service Account that You may have with Us.

22.2. "Account Manager" means Our employee whom We dedicated to be Your point of contact in relation to the Service request, upgrade, down grade, termination, suspension and any other request You may raise from time to time under this Agreement.

22.3. "Activation Date" means the meaning set out in clause 2.6.

22.4. "Activation Fees" means the financial charges due to Us in respect of activating the Service You selected.

22.5. "Add-On Services" means the Additional Services or value added services with additional fees to be added to the Services as per Your request. The Fees for such Add On services is either to be deducted from the available credit in the Prepaid System or to be added to the monthly bill in the Post-paid System.

22.6. "Agreement" these terms and conditions between You and Us for the use and access the Services.

22.7. "Applicable Privacy Law" means Law No. 30 of 2018 Promulgating the Personal Data Protection Act.

22.8. "Authorized Signatory" means the person who has the legal capacity to sign this Agreement and relating Order Form on behalf of the Customer.

22.9. "Business Rules" means business terms and conditions referred to in the Agreement, Order Form and Our internal operations processes set out to perform any requests made by You.

22.10. "Cloud" means Internet, and/or data centre that is connected to the Internet which We may use to provide the Services.

22.11. "Company" means stc Bahrain and its authorised agents.

22.12. "Commitment Period" the minimum duration during which You have promised to pay Us the Monthly Charge of the Service;

22.13. «Confidential Information» means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. You Data is considered Confidential Information.

22.14. "Customer" means any legal person/s (natural or corporate) that subscribes to the Services either directly or through its various branches or its authorised agents/dealers.

22.15. "Data" means any data (including but not limited to Personal Data), information and content input, created or used by You in using the Service including but not limited to computer software and files stored or processed by Us in the performance of the Service;

22.16. "End User" or "User" means Your employee and/or agent and/or subcontractor who You may authorize to use the Service on Your behalf.

22.17. "Electronic Service(s)" means Our electronic tools, methods and means which we make available to You to subscribe, pay, purchase, access and/or modify Your Services via internet and or smart devices whether through Our Website, mobile application or any other electronic medium offered by Us. This also includes Our e-shop services through which you may purchase some of Our Services and/or Products.

22.18. "Electronic Services Account" or "Electronic Account" means an account opened to You with Us under a certain User Name, Password and Personal Identification Number (PIN) through which You may order our Services or pay Your bills via Our Website, text message, USSD and/or any other electronic means.

22.19. "Equipment" means any equipment that You use to access the Services;

22.20. "False Alarm" means fault reporting received from the Customer as a result of mishandling of the Equipment and/or non-compliance to suggested best practices conveyed in writing by Us, and such reporting is not related to a manufacturing fault.

22.21. "Fee(s)", means a charge for any Service or Additional Service, including the Termination Fee which may apply once off or recurring on monthly basis based on the system of Your Service subscription;

22.22. "Force Majeure" means any act, event, omission or cause or circumstance whatsoever beyond the reasonable control of a Party, including without limitation, the following: (a) events outside human control, including earthquakes, flood, windstorm, fog and other extreme adverse weather; (b) outbreak of hostilities, riot, civil disturbance, acts of terrorism; (c) an act of any government or authority (including refusal or revocation of any license or consent); (d) fire or explosion; (e) collapse of buildings, power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles; (f) default of suppliers or subcontractors; and, (g) theft, malicious damage, strike, lock-out or industrial action of any kind.

22.23. "Monthly Fees" the charges for which You are billed each month;

22.24. "Network" means the communications infrastructure which We use to provide the Services.

22.25. "Order Form" means the form that stc will provide to the Customer which includes the particulars of the Service, Add On Services, Customer information, Equipment description, Activation Date, Commitment Period, Subscription Fees and other information and details, and which the Customer will sign and place to stc to order and receive such desired Service(s) subsequent to the conclusion of this Agreement.

22.26. "Payment System(s)" means the system chosen by You to pay for Services accordingly (such as pre-paid system and monthly subscription system). Each system differs from the other in regard to the financial obligations, methods of payment, and service tariff.

22.27. "Personal Data" shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and/or the Privacy Authority including any additional such personal data to which the Data Processor have access from time to time in performing the Services.

22.28. "Post-paid System" means the payment system whereby You are billed on monthly basis for

the value of Your subscription and usage of the selected Service.

22.29. "Prepaid Account" the account in which We record Your credits and Fees for Services paid for in advance apart from any Monthly Fee;

22.30. "Prepaid System" means a payment system whereby You purchase the Service in advance.

22.31. "Process/Processed/Processing/ Processes" means obtaining, recording or holding information or data or carrying out any operation or set of operations on it.

22.32. "Privacy Authority" means the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller including the TRA.

22.33. "Proposal" means stc's offer to the Customer which includes particular information and description for the Service selected in the Order Form.

22.34. "Service" means any service, Equipment, system, license provided by Us under this Agreement including but not limited to email, hosting, domain names registration, server backup, desktop backup and e-fax by means of Cloud tools and methods.

22.35. "Service Level" means the document where a clear description of Our Services is set out including but not limited to the service levels parameters, key performance indicators, services credits, maintenance works.

22.36. "Service Location" means either the office premises or vehicle, or any other location where service is provided and the address or registration number mentioned on the Service Order Form.

22.37. "Subscription Fees" means the charges collected by Us periodically (including the Monthly Fee) against the Service We provide to You.

22.38. "Tax" means any tax, value added taxes (VAT), levy, impost, duty or other charge, fee, deduction or withholding of a similar nature that is applicable by the relevant authorities in the Kingdom of Bahrain on availing a Service.

22.39. "Telecommunications Law" means legislative Decree No. (48) promulgating the telecommunications law governing the telecommunications sector in the Territory and its subsequent amendments taking effect from time to time.

22.40. "Termination Fees" the charge which totals the rest of the Subscription Fees for the remainder of the Commitment Period, calculated at a daily rate, discounted by any prepaid Fees and any other discounts You are entitled to, which can be found on Our website;

22.41. "Territory" means the Kingdom of Bahrain.

22.42. "TRA" means the Telecommunications Regulatory Authority in the Kingdom of Bahrain that regulates the Telecommunication industry, including Us.

22.43. "Up Front Fees" means the advance payment which covers a part of the Service value which You have to pay in advance.

22.44. "User Guide" means the guide or manual which may describes the Services functionality, way of use and prices as given from time to time on Our website.

22.45. "Manufacturer Warranty Period" means the period stated a written guarantee, issued by Us for Equipment/Software by its respective manufacturer, offering to repair or replace the Equipment/Software as necessary within a specified period of time. This period varies based on the type of Equipment/Software and the issuing manufacturer.

22.46. "We", "Us" and "Our" means stc Bahrain B.S.C. (Closed), incorporated under the laws of Kingdom of Bahrain, under Company Registration Number (71117) and having its registered address at P.O. Box 21529 and its business address at Building 15, road 68, block 428, Seef District, Kingdom of Bahrain;

22.47. "Website" means stc's website at www.stc.com.bh

22.48. You' and "Your" means the Customer who is a party to this Agreement;

**23. Contact details:**

Company's contact details  
Street address: Building 15, block 428, Building 15, road 68, Seef District  
Postal Address: stc Bahrain – P.O. Box 21529  
Manama, Kingdom of Bahrain  
General Telephone: +973 33126128  
Business Service Centre: 128  
Email address: businesssupport@stc.com.bh  
Website: stc.com.bh/business

**Telecommunication Regulatory Authority (TRA) contact details:**

Postal Address: Telecommunications Regulatory Authority – P. O. Box 10353  
Manama, Kingdom of Bahrain  
Street Address: 5th Floor, Building No. 852, Road No. 3618, Seef 436  
For consumer enquiries and complaint:  
Telephone: 81188  
Fax: +973 17532523  
Email: consumer@tra.org.bh

**Opt-in to be part of stc Business Loyalty/Rewards programs:**

- I would like to opt-in for stc Business Loyalty/Rewards programs.
- I hereby understand that stc may share my information with third-party suppliers as a result of my enrollment.

\*Terms & conditions apply.

**Your Declaration**

I, the undersigned acknowledge that have read the terms and conditions of this Agreement and confirm my acceptance to adhere to its terms and conditions.

Customer Name	
Customer CR Number	
Authorized Signatory Name	
Authorized Signatory CPR Number	
Authorized Signatory Signature	
Date	

**stc (Internal)**

Customer Account Number	
stc Account Manager Name	
Account Manager Signature	
Date	