

MOBILE MASTER SERVICE AGREEMENT

1. Standard Terms and Conditions and Acceptance

- 1.1. These Terms and Conditions (Agreement or Terms) between VIVA (We/Us) and the Customer (You) start when We accept Your request for Services. We make a copy of Our current version of these terms and conditions available on Our website.
- 1.2. You agree to be bound by the following, in this order of priority AND INCLUDING ANY CHANGES:
 - 1.2.1. any applicable Tariffs
 - 1.2.2. the Service (standalone or bundled) specific terms and conditions, including any promotional terms and any additional agreements associated with such Services;
 - 1.2.3. the Service Order Form;
 - 1.2.4. any relevant click-through agreement for the Services you received;
 - 1.2.5. these Terms and Conditions ("Terms");
- 1.3. You accept this Agreement when you do any of the following:
 - 1.3.1. give Us Your hand written or Electronic Signature when applicable,
 - 1.3.2. tell Us electronically, when applicable, that You accept (i.e., by clicking the "I Accept" button for on-line purchases or Account changes), or
 - 1.3.3. use any Services. If You have never used the Services before and 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 16 years of age or older, are competent to enter into a contract with Us, and are authorized to obtain Services or make changes to an existing Account. You may obtain a copy of these Terms and any Service-specific Terms and Conditions by visiting Our Website or by calling Our Customer Service. This Agreement supersedes any and all statements or promises made to You by any of our employees or agents. If You are an enterprise customer with an existing contract, those contract terms will control.
- 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 Us make a credit decision before this Agreement starts.
- 1.5. We will open an Account in Your name and apply charges to it.
- 1.6. We will activate Your Services as soon as the Service Order Form is signed by You and Us.
- 1.7. If You have subscribed to a Service Plan, You understand that:
 - 1.7.1. You Are not allowed to Terminate that Service Plan before the end of its Commitment Period; however should you wish to terminate the Service Plan it will be subject to clause 19.1 below ;
 - 1.7.2. You have checked the Device and you acknowledged that the Device is in good condition;
 - 1.7.3. You may need to pay Upfront Fees with the Service Plan Subscription Fees;
 - 1.7.4. You might not be able to use the Device with other Networks.
- 1.8. Upon Renewing or Upgrading a Service Plan, 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.
- 1.9. After the end of the Commitment Period and notifying You of such expiry, We will move You to a similar Service Plan or to the closest one to Your Service Plan if available and You agree to pay the related Monthly Fee. However, We do not necessarily have to provide You with a Renewal or Upgrade.
- 1.10. Subject to clause 1.9, You will have the option to either approve the new selected Service Plan by Us or request to be migrated to any other available Service Plan subject to Our business rules and processes.
- 1.11. If you decide not to renew the Commitment Period or subscribe to a new Service Plan, this Agreement will continue until terminated.
- 1.12. If You already have an Account with Us, any additional SIM Card that You request will be added to that Account. For the avoidance of doubt, if You have more than one SIM Card, each SIM Card may provide You with Services which are subject to a separate Commitment Period and therefore Agreement, with Us. As a result, the Commitment Period that applies to each SIM Card may not begin and end at the same time.

2. Our Services

- 2.1. We will provide the Services to You, as detailed in Our user guides and Website.
- 2.2. If You want to add a Service, You should contact Us through one of the contact channels set out in the user guides and/or Website or approach any of Our branches.
- 2.3. If You access the Services on or near the border of the Kingdom of Bahrain and the network of any third party, You agree that You may not be able to access Our network but may instead be connected to the network of one of Our Roaming partners. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any allowance.

- 2.4. The Services are made available provided that You also comply with the following conditions, which are a fundamental part of this Agreement between You and Us:
- 2.4.1. You are not entitled to use the Services in any way that violates the laws of the Kingdom of Bahrain including but not limited to violating SIM registration regulations, privacy rights, transmitting or permitting any third-party materials protected by intellectual property laws, except where the Customer has the property rights in such materials or power to control.
 - 2.4.2. The Services are not used for anything unlawful, immoral or improper.
 - 2.4.3. The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls.
 - 2.4.4. The Services are not used to access or use content in a way that infringes the rights of others;
 - 2.4.5. The Services are not used otherwise than in accordance with Our and any other networks' policies for acceptable use.
 - 2.4.6. You agree not to use Your Equipment or the Services for any abusive, illegal or fraudulent purpose. The Services shall only be used with Equipment approved for use with the Network and all relevant laws and rules are followed.
 - 2.4.7. The Services are 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.
 - 2.4.8. You agree to follow VIVA's instructions about the use of the Services and ensure that everyone who uses Your Equipment also meets Your responsibilities when using Your Equipment. 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, uses or misuses Your Equipment or Our Services. VIVA may take all actions to ensure that the Services are used only by one dedicated Device. Any additional device will require additional registration.
 - 2.4.9. You must not resell, in any way whatsoever, the whole or any part of the Services.
 - 2.4.10. VIVA 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 VIVA is correct and complete and You are committed to notify VIVA 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 or if Your information or service subscription are not validated by a governmental authority in the Territory, this Agreement will be terminated and all Services delivered to you will be stopped accordingly.
- 2.5. For any dispute or complaint regarding the provision of our Services, You may refer to Our Code of Practice on the Website which will give you guidance in this regard.

3. Customers Applications Channels

- 3.1. To access our Services, You may visit Our shops or, when available, apply: electronically on VIVA website, or via SMS or USSD code or via any electronic channel. After registering online on VIVA website or apply via SMS or USSD by dialling VIVA code, You must enter your registered Line Number and PIN in the required space on 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 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 online registration process. Clicking on the button marked "Accept" and proceeding to use VIVA Online application, indicates Your acknowledgment that You have read and accepted these Terms and Conditions.
- 3.3. For purposes of identification, billing and marketing, You agree to provide US with current, accurate, complete, and updated information 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 VIVA immediately of any changes in Your registration data. Proceeding with the registration process indicates Your intent to comply with these Terms and Conditions.

4. Electronic Service

- 4.1. Where applicable, these Terms and Conditions define Your access rules for Electronic Service.
- 4.2. YOU CONSENT TO RECEIVE YOUR USER NAMES, PASSWORDS AND PIN THROUGH YOUR PHONE AND E-MAIL ADDRESS. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT AND PIN, 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 Electronic Service, 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 person using Your user name and password is an Authorized User and has the capacity and authority to manage services electronically on behalf of You and to access to 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 Electronic Service 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 Electronic Service 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 a VIVA 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. We will monitor Your use of the Electronic Service, and may freely use and disclose any information and materials received from You or collected through Your use of the Electronic Service for any lawful reason or purpose.
 - 4.10. The access to the Electronic Service Account shall be available as long this Agreement is still in force between You and Us.
 - 4.11. We may make improvements, change, suspend or discontinue any or all aspects of the Electronic Service at any time without notice or liability.
 - 4.12. Upon Service or Agreement termination, Your right to use the Electronic Service 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 Electronic Service.
 - 4.13. The Electronic Service 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.
 - 4.14. 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. Line Number Portability**
- 5.1. You may be able to take, or "port", Your Line Number to another operator. If You port a number from Us, We will treat it as though You asked us to cancel Your Service for that number. After the porting is completed, You won't be able to use Our service for that number, but You will remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If You're a prepaid customer, You won't be entitled to a refund of any balance on Your Account.
- 6. Fair Use Policy**
- 6.1. All Services are subject to Our Fair Use Policy (unless We say otherwise). We may apply Our Fair Use Policy where in Our reasonable opinion Your usage of the Services is excessive and/or unreasonable as detailed in this paragraph.
 - 6.2. If Your usage is excessive and/or unreasonable We may inform You to advise You that Your usage is in breach of Our Fair Use Policy. We may then request You to stop or alter Your usage to come within Our Fair Use Policy. If Your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, We may without further notice, apply charges to Your Account for the excessive and/or unreasonable element of Your usage; suspend, modify or restrict Your use of the Services or withdraw Your access to the Services.
- 7. GSM Gateways and VoIP**
- 7.1. The Services can be used to gain access to the services of a third party voice over internet protocol (VoIP) calling provider, subject to the terms and conditions of Your Service Plan.
 - 7.2. You must not operate, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network, including but not limited to:
 - 7.2.1. GSM Gateway, commonly known as a 'SIM box';
 - 7.2.2. a device used to forward or divert calls with the intention of reducing Your charges for that call; or
 - 7.2.3. illegal repeaters (a device to boost coverage which is unlicensed and used without Our express prior written consent).

7.3. The Services are for normal person to person use from Your Equipment. We will decide that the Services are being used improperly if You call and/or text more than a certain volume of different numbers in a month determined by Us. We will give You Written Notice if We think You are breaking this condition. If You continue to break this condition, We may immediately disconnect Your SIM Card and suspend Your Service.

8. SIM Card and Line Numbers

- 8.1. We own the SIM Card and license You to use the Line Number associated with it. You can only use a SIM Card to use the Services.
- 8.2. We can change a SIM Card's Line Number(s) if We have a good reason, for instance, a legal reason or where We are requested to do so by the TRA or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new Line Number will apply to Your SIM Card within any notice period We are able to give You.
- 8.3. We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services or Your Equipment.
- 8.4. You shall maintain and safeguard the SIM Card as delivered to You and You shall not try to re-program or otherwise tamper with it.
- 8.5. You may not use VIVA's SIM Card in Equipment (Example: SIM Card used to operate or control a navigation system) without Our consent.
- 8.6. If a SIM Card is lost, stolen or damaged, You should inform immediately VIVA Customer services and request a replacement for the stolen SIM Card. We may charge for a replacement.
- 8.7. Line Number does not belong to You. You are not allowed in any case to trade Line Numbers. The Line Number will remain active until the end of the Commitment Period to the specific Service Plan. In order to keep Your number active, You must make at least one payment during each billing cycle.
- 8.8. Some Equipment that We provide to You will be locked to Our Network. It may not be possible to unlock such Equipment so that it can be used on the network of another mobile provider. If the Equipment can be unlocked, We may unlock it for You at Our absolute discretion and We may charge You for this service.

9. Quality of Service

- 9.1. While We commit to do Our best to provide quality Services, because of the nature of mobile telecommunications, it is impossible to provide a fault-free service and the quality and coverage of the Services depends partly on the Customer's Mobile Device, partly on Our network and partly on other providers and telecommunications networks to which Our network 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.
- 9.2. Coverage and Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and providers sites, the configuration or limitations of the Customer recipient's, Mobile Device or other operational or technical difficulties which means that You may not receive some or all of the Services in certain areas or at certain times. Coverage and Services can also change with network expansion or 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 not be liable to pay compensation to the Customer for any loss or damage resulting directly or indirectly because or from the interruption or breakdown of the Services for whatever reason.

10. Fees & Payment

- 10.1. You are responsible for all charges 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 SIM Card and Line Number assigned to You, except Fees applied after You called Our customer services to advise that Your SIM Card has been lost or stolen. (See point 8.6).
- 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 communicate it to You before We do.
- 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 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 limit is exceeded. Fees are not capped by any limit We set as some Fees, for example international and Roaming call charges, may not be recorded against Your Account immediately, and the Fees incurred could therefore exceed Your credit limit before Your Account is suspended.

- 10.5. Subscription Fees for Post Paid System will be invoiced monthly in arrears. This may be by post or electronically, at VIVA choosing. 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 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 14 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.
- 10.8. In Pre-Paid System, payment for Services is deducted directly from the charging card credit.
- 10.9. Where VIVA has not received payment for undisputed Fees by the Due Date: VIVA 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 relevant Device, Equipment or Services and on Fees; and
 - 10.10.4. subject to VIVA having first invoked at least one of the remedies as set out in clauses 10.10.1, 10.10.2 and 10.10.3, We reserve the right continue to bill You the Subscription Fees until We disconnect the Service due to Your continuous failure to pay Your outstanding payments, and to terminate this Agreement in whole or in part in accordance with clause 18.
- 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. We may use credit agencies to help Us make credit decisions or for fraud protection. You agree that We may register information about You and the conduct of Your Account with any credit agency.
- 10.13. For the purpose of fraud prevention and credit management, information about You and the conduct of Your Account may be disclosed to financial institutions and other telecoms operators. Such information may also be passed to debt collection agencies for debt collection purposes. Sometimes if there is insufficient information to enable Us to make a credit decision, We, and Our credit reference agencies, may also use information about other people financially linked to You (such as spouses, partners, family members, household members).
- 10.14. 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.
- 10.15. 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, after notifying You, 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 Kingdom of Bahrain. 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 active users of the Service 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 line of the Service to that has been affected within 30 days of receiving the notice with no early 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 a Device or Equipment bundled or associated to that Post-paid system. The change will then apply to You once that notice 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 summon 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 bill amount by the Due Date, otherwise We will be entitled to bar incoming and outgoing calls in addition 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 Pre-Paid Systems, not maintaining a credit, exceed of validity and grace periods, and not recharging the SIM Card according to the systems and periods established by and required by Us may lead to suspension or cancellation of the Service, and You will not be able to receive or send communications of any kind and You will lose Your Line Number and remaining credit, if any existed. In addition, You have no right to raise a claim against Us for reuse of Your number or a cash refund against the remaining credit.

13. Roaming Services

- 13.1. Roaming is automatically integrated within the Services and relies on the telecommunications networks outside of the Territory over which We have no control. Therefore, We cannot guarantee the quality of Services when You are roaming. Moreover, there are some Services that may not be available when roaming.
- 13.2. Roaming Fee is subject to rate fluctuations and foreign taxes that may be changed from time to time.
- 13.3. When using Services outside the Kingdom of Bahrain You are subject to all local laws and regulations governing usage of such Services in addition to VIVA's terms and conditions.
- 13.4. If You are on a Post-Paid System and would like to apply for any of the available roaming Add On Services to Your Service in any roaming country You should contact Our Customer Service or visit Our shop to apply.
- 13.5. Your request for this will be subject to You meeting Our credit criteria. A setup fee may apply.
- 13.6. You may also be requested to pay a non-interest bearing deposit or impose a credit limit and roaming may be limited to a specific period of time.
- 13.7. Roaming Service Fees are calculated by rounding up each Usage session and not on accumulated usage.
- 13.8. All charges incurred as a result of Your use of the Service (Example: even Your use of the applications installed to your Device will be chargeable and billed to You) and in relation to Your Device or SIM Card in any country will be deducted from Your nominated credit card (if Your application is accepted by Us) or will be charged to Your Account even if You exceed the credit limit.
- 13.9. VIVA is not obligated to notify You of Your accurate roaming usage consumption; however, You may receive a text message from VIVA notifying You of Your GPRS/Data Usage during Your roaming from the date of receiving that text message.
- 13.10. There may be a time delay in adding the fees and charges due for roaming services on Your Account. Hence, You pledge to pay such dues as per the billing and invoicing procedure once it appears on Your Account.
- 13.11. VIVA may, from time to time, amend the roaming Service activation rules; that is depending on the business requirements and You are obligated to abide by these activation rules when they are implemented.

14. Intellectual Property

- 14.1. 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 law.
- 14.2. Nothing in this Agreement may be interpreted as transferring or conferring You any right to use the materials.
- 14.3. This provision shall not apply to Your data posted on Your Electronic Account.

15. Privacy and Account Details

- 15.1. 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.
- 15.2. You shall maintain Your Personal Identification Number (PIN) and Personal Code for Decoding (PUK) in confidentiality in order to prohibit unauthorised access by others.

16. Our Liability to You

- 16.1. We shall not be liable to You in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to You except in the case of negligence of wilful default held liable to You. The liability shall be limited to an amount equal to the 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.

17. Notices

- 17.1. Any notice to be given by You to Us shall only be effective through in writing and delivered by registered mail to Us and/or handed to any of Our outlets and shops.

17.2. 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 Order Form.

18. Our Rights for Service Suspension or Termination

- 18.1. We have the full right to suspend or terminate any of the Services provided to You, without any prior notice, in the following cases:
- 18.1.1. If requested by the competent official authorities and bodies.
 - 18.1.2. In case the Customer passes away (We reserve Our right to claim the inheritors for Your dues).
 - 18.1.3. The Network 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. You are liable for Fees during suspension unless We decide otherwise. We would not make You pay Monthly Fees or other recurring Fees during the suspension period including when there is a severe disruption to the Network (meaning that there was a breakdown in over 90% of the Network which lasted for 3 days or more) or where the Network has completely broken down.
 - 18.1.4. Your subjection to bankruptcy, insolvency or interdiction.
 - 18.1.5. Failure to submit the deposit for the Services that We declared as mandatory payment.
 - 18.1.6. Not settling the due payments: Fees, charges or due subscription.
 - 18.1.7. You or anyone who uses Your SIM Card violating any of the standard terms and conditions herein or any other Agreement with Us or Our Group Companies.
- 18.2. We can charge to reconnect You to the Services except where something in point 18.1.1, 18.1.2 and 18.1.3 happened. We can change Your Payment Terms as a condition of reconnection.

19. Your Rights for Service Termination

- 19.1. You can give Us notice to terminate this Agreement, to take effect before or after the end of the Commitment Period. However You will have to pay Us a Termination Fees if You choose to terminate this Agreement before the end of the Commitment Period.
- 19.2. You can only give Us notice to terminate or suspend this Agreement by approaching any of the Our shops and outlets to fill in and sign the relevant Order Form. However You understand that suspension of a Service Plan with a Commitment Period may not be allowed and may be treated as Service termination.

20. Service Termination

- 20.1. When Service is terminated, You shall pay Us immediately, any due Fees, Subscription Fees in addition to the applicable Termination Fees.
- 20.2. Upon signing the Termination / Cancellation / Suspension Order Form(s), and subject to point 19.1, Your Agreement will be respectively suspended on the same day from when We receive Your Order Form, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during the following 21 days period after which the Service will be terminated.
- 20.3. A Termination Fee won't apply if You are within the Commitment Period and:
- 20.3.1. the change that We gave You Written Notice of 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 Device remaining balance, or
 - 20.3.2. We have given You a Written Notice of an increase in a 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 Device remaining balance.
- 20.4. Without prejudice to clauses 19.1, 19.2, 20.1 and 20.5, 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 VIVA 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.
- 20.5. You agree, under this Agreement that all excerpts, data and Accounts issued by Us shall be deemed valid against You regarding the amount of charges, fees, subscriptions, credit account and Services used. However, You are allowed to dispute Our invoice, in which case, You shall pay the amount stated in the invoice excluding the amount to which You object until the dispute is resolved by Us. And in all cases You are deemed to have waived Your right of objection after 25 days from the due date of such charges and Subscription Fees. If You do not raise an objection to the invoice within this period, it shall be considered as a final declaration that the invoice is true and valid.
- 20.6. You may terminate Your Electronic Service Account at any time by giving Us a one (1) month written notice.

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 these standard terms and conditions, 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 Account that You may have with Us
- 22.2. **"Activation Fees"** means the financial charges due to VIVA in respect of activating the SIM Card and Your Line Number.
- 22.3. **"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 Postpaid System.
- 22.4. **"Agreement"** these terms and conditions between You and Us for the use of the SIM Card to access the Services.
- 22.5. **"Business Rules"** means VIVA's internal operations processes set out to process any requests made by You.
- 22.6. **"Company"** means VIVA Bahrain and its authorised agents.
- 22.7. **"Commitment Period"** the minimum amount of time that You have promised to pay Us the Monthly Charge;
- 22.8. **"Customer"** means any legal person/s (natural or corporate) that subscribes to VIVA's Services either directly or through its various branches or its authorised agents/dealers.
- 22.9. **"Device"** means a handset, router, dongle, Tablets and/or any other machine and Equipment which You may buy separately from the Company or have it bundled with a Prepaid or Post-paid Service to access the Services.
- 22.10. **"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.
- 22.11. **"Equipment"** means any equipment that You use to access the Services;
- 22.12. **"Fee(s)"**, means a charge for any Service or Additional Service, which may apply once off or recurring on monthly basis based on the system of Your Service Subscription, which may include as well the Device value and roaming charges as described in clause 13;
- 22.13. **"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 sub-contractors; and, (g) theft, malicious damage, strike, lock-out or industrial action of any kind.
- 22.14. **"GSM Gateway"** means a device which uses one or more SIM Cards and allows the Services to be routed from a fixed line telephone through a wireless link onto a mobile network;
- 22.15. **"Line Number"** means the alpha numeric digits We allocated to You upon Your subscription to Our Services.
- 22.16. **"Monthly Fees"** the charges for which You are billed each month; ;
- 22.17. **"Network"** means the communications infrastructure which We use to provide the Services.
- 22.18. **"Order Form"** means Our form to be filled out and signed by You to request a Service from Us.
- 22.19. **"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.
- 22.20. **"Postpaid System"** means a mobile / broadband Service Plan whereby You are billed on monthly basis for the value of his/her subscription and usage of the selected services provided on Company's telecommunications network.
- 22.21. **"Prepaid Account"** the account in which We record Your credits and Fees for Services paid for in advance apart from any Monthly Fee;
- 22.22. **"Prepaid System"** means a Service Plan whereby You purchase the Service in advance.
- 22.23. **"Roaming"** means using Your SIM Card to connect to another network whilst You are outside Bahrain.
- 22.24. **"Service"** means any service provided by VIVA Bahrain including but not limited to conveyance, emission, reception, transmission or broadcast of voice, data, signs, signals, sounds or images by means of a Telecommunications Network.
- 22.25. **"Service Plan"** or **"Smart Plan"** means a Service with a Commitment Period which may be bundled with a Device and or Equipment and You will be paying Us Subscription Fee which includes the Service usage and Device value, if any.

- 22.26. **"SIM box"** means a device that maps the call from VoIP to a SIM Card (in the SIM box) of the same mobile operator of the destination mobile, so that international call terminating as home call to subscriber country.
- 22.27. **"SIM Card"** means a subscriber identity module smart card containing the telephone number of a subscriber, encoded network identification details, the personal identification number and other user data such as the phone book, which permits You to use the Services.
- 22.28. **"Subscription Fees"** means the charges collected by VIVA periodically against Services provided to the Customer.
- 22.29. **"Tariff(s)"** means the financial charges fixed against each unit of each of the Services provided by VIVA (e.g. the cost per minute of call, the cost per SMS).
- 22.30. **"Telecommunications Law"** means legislative Decree No. (48) promulgating the telecommunications law governing the telecommunications sector in Bahrain and its subsequent amendments taking effect from time to time in the Kingdom of Bahrain.
- 22.31. **"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 in addition to any due remaining fees as described in clause 13 and the Device value;
- 22.32. **"Territory"** means the Kingdom of Bahrain.
- 22.33. **"TRA"** means the Telecommunications Regulatory Authority in the Kingdom of Bahrain that regulates the Telecommunication industry, including Us.
- 22.34. **"Up Front Fees"** means the advance payment which cover a part of the Device total value which You have to pay in advance.
- 22.35. **"User Guide"** means the booklet of Services and prices available on Our website.
- 22.36. **"USSD"** means a Unstructured Supplementary Data which is a protocol used by mobile handset devices to communicate with Our computer systems.
- 22.37. **"Vanity Number"** means a VIVA designated special number, assigned to a Customer and requires a onetime fee payment.
- 22.38. **'We', 'Us' and 'Our'** means VIVA 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 VIVA Tower 15, Road 68, Block 428, Seef District, Kingdom of Bahrain,;
- 22.39. **"Website"** means VIVA's website at www.viva.com.bh
- 22.40. **'Written Notice'** sending You either: (1) an electronic message to Your SIM Line Number which may contain a cross reference to Our website for further information; or (2) a letter to Your postal address; or (3) an email to the email address that You have registered with Us. Each will tell You that a change is going to happen and what that change is.
- 22.41. **'You' and 'Your'** the Customer who is a party to this Agreement; Your Equipment includes both Equipment that You own and Equipment that You have obtained from Us but do not yet own.

23. Contact details:

Company's contact details

Street address: VIVA Tower , Block 428, Building 15, Road 68, Seef District

Postal Address: VIVA Bahrain – P.O. Box 21529

Manama, Kingdom of Bahrain

General Telephone: +973 33124124

Customer Service Centre: 124

Business Service Centre: 128

Email address: customercare@viva.com.bh

Website: viva.com.bh

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