

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 these terms and conditions available in hard copies free of charges at Our outlets and on Our Website.
- 1.2. You agree to be bound by the following, in this order of priority:
 - 1.2.1. the applicable Fees and Tariffs and the Termination Fees (subject to clauses 19.2 and 19);
 - 1.2.2. the Service Order Form;
 - 1.2.3. the respective standalone Service Plan Annexes;
 - 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) in this case We will provide You with a physical copy or we will email You Your signed Agreement upon your acceptance; or
 - 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);
- 1.4. 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 also, at any point of time, during the Service term, request to obtain a hard copy of this Agreement by calling Our Customer Service.
- 1.5. This Agreement supersedes any and all statements or promises made to You by any of our employees or agents. If You are a customer with an existing contract, those contract terms will control.
- 1.6. 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.
- 1.7. We will open an Account in Your name and apply charges to it.
- 1.8. We will activate Your Services as soon as the Service Order Form is signed by You and Us.
- 1.9. If You have subscribed to a Service Plan, You understand that:
 - 1.9.1. You should abide by its Commitment Period subject to Your termination rights stated in clause 19.2 below;
 - 1.9.2. You have checked the Device and you acknowledged that the Device is in a good condition;
 - 1.9.3. If the Device is provided to You on a rental basis, the title of such Device will pass to You subject to the terms of the respective standalone Service Plan contract You have signed with Us.
 - 1.9.4. You may need to pay Upfront Fees with the Service Plan Subscription Fees;
 - 1.9.5. You might not be able to use the Device with other Networks. Please refer to articles 8.7 and 8.8 below
- 1.10. 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.
- 1.11. Before the expiry of Your Service Commitment Period, You will receive an Advance Written Notice from Us of such expiry. Accordingly, We will move You to a similar Service Plan or to the closest one to Your Service Plan if available without being obligated to a further Commitment Period where You can terminate such new Service Plan at any time without applying any Termination Fees, unless We receive Your express acceptance or opt in to a new Service Plan, Your acceptance of the new selected Service Plan might be provided by You to Us via email or opt in SMS or a recorded call.
- 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.

2. Our Services

- 2.1. We will provide the Services to You, as detailed in Our, Order Form, user guides and/or the Digital Channels.
- 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. You must not utilize residential Services and/or Service Plans for business means and visa-versa.
 - 2.4.11. 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 suspended or 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 use Our Interactive Voice Response (IVR) system or Our call centre or outbound services, or when available, apply: electronically through the Digital Channels. After registering online through the Digital Channels or apply via Our Interactive Voice Response (IVR) system or Our call centre or SMS or USSD by dialling VIVA code, You might be required to enter your registered Line Number and PIN on the respective webpage or any other electronic channel for verification purposes. 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" or proceeding with the automatic steps and verifications via Our Interactive Voice Response (IVR) system or proceeding to use VIVA Online application, or any other electronic channel, 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 ELECTRONIC SERVICE 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. For Corporate Electronic Service, You may 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.
- 4.5. 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.
- 4.6. 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.

- 4.7. 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.
- 4.8. 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.
- 4.9. The access to the Electronic Service 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 Electronic Service at any time without notice or liability.
- 4.11. 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.
- 4.12. 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.
- 4.13. 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. 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. Our Services may be subject to Our Fair Use Policy which as available on Our Website.
- 6.2. If Your usage is excessive and/or unreasonable We may 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 will reserve the right to either apply charges to Your Account for the excessive and/or unreasonable element of Your usage subject to the related tariffs and charges stated on Our website or suspend or restrict Your use of the Services. If we apply such charges, we will make them available to You when you apply to Our services.
- 6.3. We may retire and end a Service and/or a Part of the Service (with a Commitment Period) that may have a negative impact on the Network and/or any other valid reason. If We decide to retire the Service, We will provide You an Advance Written Notice and You will not have to pay any Termination Fees subject to clause 19.2, unless We receive Your express acceptance to move You to a similar Service Plan or to the closest one to Your Service Plan. Your acceptance of the new selected Service Plan might be provided by You to Us via a Digital Channel or opt in SMS or a recorded call.
- 6.4. We may retire and end a Service (without a Commitment Period) that include volume based discounts, and We will move You to the closest Service (without a Commitment Period) subject to a prior notification to You. If the new Service which You have been moved to leads to higher Charges, You will reserve the right to opt out from this new Service and You will be charged for the same Service based on the pay as you go rate(s). Your opt out decision might be provided by You to Us via a Digital Chanel, email or SMS or a recorded call.

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 prior 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. Your SIM Card, Line Numbers & Device(s)

- 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 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.
- 8.3. 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.
- 8.4. You may not use VIVA's SIM Card in Equipment (Example: SIM Card used to operate or control a navigation system) without Our consent.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. We do not manufacture any Device We sell to You or associated with Our Services; and We are not responsible for any defects, acts or omissions of the manufacturer. The only warranties on Your Device are the limited warranties given to You by the manufacturer directly or that We pass through. Your Device is designed to be activated on Our Network and in other coverage areas We make available to You.
- 8.9. As programmed, it may not accept wireless service from another carrier. Your Device ownership will not pass to You until You complete payment of the Monthly Fees instalments.

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, planned and/or unplanned maintenance works, 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. 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.
- 9.3. Notwithstanding clause 18.1.3 below, if Our Network breaks down or needs maintenance and in similar cases, We would disconnect the Service or Services for a period not exceeding 24 hours to perform maintenance and repair works.
- 9.4. Any maintenance services to the infrastructure and/or equipment owned by VIVA, and/or faults resulting from failures to VIVA'S equipment and/or infrastructure will be made free of charge,
- 9.5. Information about our Service coverage can be found on our Website.

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 8.5). You can pay Your Subscription Fees by cash, debit or credit card recognized by the Central Bank of Bahrain.
- 10.2. Your bill will be issued according to the billing cycle that We assigned to You as mentioned in Our Code of Practice.
- 10.3. Subject to clause 19.2, We can change Payment Terms. We will provide an Advance Written Notice in advance to You before We do so.
- 10.4. 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 10.8 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.
- 10.5. We may set and/or change credit limits for Fees ("Credit Limit"), We will advise you in advance with Our justifiable reason, if We decide to decrease Your Credit Limit. We can suspend Your access to the Services if Your Credit Limit is exceeded. Fees are not capped by any limit in respect to the Roaming charges, as they may not be immediately recorded against Your Account, and the related incurred Fees could therefore exceed Your Credit Limit before Your Account is suspended.
 - 10.6. Subscription Fees for Post Paid System will be invoiced monthly in arrears. We may send Your invoice 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 expect if Your age is 60 years or above, then You will be entitled to request a paper invoice once a month only free of charge.
 - 10.7. You shall pay the invoice in no later Due Date noted in it.
 - 10.8. If You reasonably and in good faith dispute an invoice or part of it, You shall notify Us of such dispute within 30 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.
 - 10.9. In Pre-Paid System, payment for Services is deducted directly from the charging card credit and/or Your existing credit balance.
 - 10.10. If We have not received the payment from You by the Due Date, We may take all or any of the following actions until such time as payment has been received:
 - 10.10.1. withhold any sums owed by Us to You and offset it against any sums You owe to Us;
 - 10.10.2. suspend Your use of the Services in relation to which Fees are outstanding;
 - 10.10.3. transfer the outstanding payment/balance from any of Your Account to any of Your other Account with Us.
 - 10.10.4. offset and re-allocate any payments received from You against any of Your Accounts with Us.
 - 10.10.5. withdraw any discount in relation to the relevant Device, Equipment or Services and on Fees; and
 - 10.10.6. subject to VIVA having first invoked at least one of the remedies as set out in clauses 10.10.1,10.10.2 and 10.10.5, We reserve the right to exercise its rights under clause 12.1 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 amend the terms and conditions or the Services within the limits set forth in the laws, regulations, and decrees governing the telecommunications sector in the Kingdom of Bahrain ,provided that, We send you an Advance Written Notice. You will have the right to terminate a Service within thirty (30) days subject to clause 19.2.
- 11.2. We can reduce the benefits, suspend, change, increase or decrease the Fees, or withdraw part or all of the Additional Services, provided that, We send you an Advance Written Notice. You will have the right to terminate a Service within thirty (30) days subject to clause 19.2.
- 11.3. Any Taxes or governmental fees which 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.

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 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 You including the respective Termination Fees in addition to (a) the late payment charge of BD 0.500 per month, (b) any legal fees equivalent to the amount charged by the Courts, and (c) Our debt collection charges at a flat rate of 12% of the claimed amount 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 as published on Our Website, 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, such as access to short codes services, high speed broadband services, or any toll-free numbers.
- 13.2. Roaming Fee is subject to rate fluctuations and foreign taxes that may be changed from time to time as published on Our Website.
- 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 apply Your request through Our mobile application or via USSD code or via any other available electronic channel or You may 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 Data Usage during Your roaming.
- 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.

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.
- 15.3. You hereby grant Us Your acceptance to Our privacy policy at <https://www.viva.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.

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. The liability shall be limited to an amount equal to the average monthly Fees payable by You to Us for the related Service for twelve (12) months starting from the commencement date of the Agreement.

17. Notices

- 17.1. Any notice to be given by You to Us shall only be effective through in writing and delivered through email address to Our customer care service: customercare@viva.com.bh, Electronic Account, or 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, email address, Electronic Account 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 in case of a Force Majeure, exceptional and emergency conditions.
 - 18.1.4. Failure to submit the deposit for the Services that We declared as mandatory payment.
 - 18.1.5. Not settling the due payments: Fees, charges or due subscription.
 - 18.1.6. 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.
 - 18.1.7. Exceeding Your Credit Limit except when it was exceeded due to the event stated in clause 13.8 above.
 - 18.1.8. Providing Us with false information.
 - 18.1.9. interference with Our operations and/or use or suspicion of using Services in manner restricted by or inconsistent with the Agreement.
 - 18.1.10. When You provide Us with false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt.
 - 18.1.11. When You Modify a Device from its manufacturer specifications, utilize residential packages for business means and vice-versa (for the avoidance of doubt, residential subscribers must apply to and/or utilize residential packages only and business subscribers must apply to and/or utilize business packages only).
- 18.2. We may reconnect Your Service subject to the process demonstrated in Our Code of Practice. We may charge to reconnect You to the Services except where something in point 18.1.11.8.1.2, 18.1.3 happened. We can change Your Payment Terms as a condition of reconnection.
- 18.3. In the event We suspend Your Service for any of the reasons provided in clause 18.1 above (except for clauses 18.1.1, 18.1.2 and 18.1.3), the Monthly Fee or other Fees shall continue to accrue and apply against your monthly bills for the remainder of Your Commitment Period in addition to a fixed late payment charge of BD 0.500 per month until full payment of all outstanding amounts is made by You.
- 18.4. In the event We terminate Your Service for any of the reasons provided in clause 18.1 (except for clauses 18.1.1, 18.1.2 and 18.1.3); You will be responsible for all outstanding Fees (including the respective Termination Fees) accrued, in addition to, all related costs incurred by Us including but not limited the late payment charge of BD 0.500 per month, court fees incurred by Us related to any legal action taken by Us against You to recover any due amount, 12% of the due amount to recover the debt collection charges and any other actual costs incurred by Us as a result of maintaining Your Account until full payment of all outstanding amounts is made by You.

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 the Termination Fees if You choose to terminate this Agreement before the end of the Commitment Period and the remaining balance of the bundled Device price in addition to any discount respecting the Services and/or the Device granted to You (as communicated upon or prior to Your subscription).
- 19.2. You have the right to terminate a Service within thirty (30) days from the date of receiving an Advance Written Notice from Us without being liable to pay Us any Termination Fees that are associated to this affected Service (excluding the Subscription Fees payable for a Device or Equipment bundled or associated to such affected Service) as a result of any contractual change made by Us that leads to unduly increasing Your financial burden (except for the changes to tariffs related to international calls and roaming services) or unduly reducing Your benefits related to such Service. Such contractual changes will take effect if We receive Your acceptance or if You continue using the affected Service after the end of Our Advance Written Notice period.
- 19.3. 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 termination 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.
- 19.4. You may terminate Your Electronic Service Account at any time by giving Us a one (1) month written notice.

20. Termination Process

- 20.1. 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.
- 20.2. A Termination Fee won't apply, subject to clause 19.2, if You are within the Commitment Period and the change that We made in Our Advance Written Notice in relation to clause 11.1 and 11.2 and You give Us a notice to terminate this Agreement before the change takes effect.
- 20.3. Without prejudice to clauses 19.1, 19.3, 18.4 and 20.4, 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 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.
- 20.4. 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 30 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.

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 an additional Device(s) 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 or to be paid separately in accordance with a standalone Service Plan Annex .
- 22.4. **"Advance Written Notice"** sending You at least 30 days prior notice either in the form of : (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 (3) an electronic message to Your Electronic Service Account (including Our mobile application). We will tell You about the change going to happen and if it leads to increasing Your financial burden (except for the changes to tariffs related to international calls and roaming services) and/or unduly reducing Your benefits related to such Service.
- 22.5. **"Agreement"** these terms and conditions between You and Us for the use of the SIM Card to access the Services.
- 22.6. **"Applicable Privacy Law"** means Law No. 30 of 2018 Promulgating the Personal Data Protection Act.
- 22.7. **"Business Rules"** means VIVA's internal operations processes set out to process any requests made by You.
- 22.8. **"Company"** means VIVA Bahrain and its authorised agents.
- 22.9. **"Commitment Period"** the minimum amount of time that You have promised to pay Us the Monthly Charge;
- 22.10. **"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.
- 22.11. **"Data Controller"** means the person and/or the entity that determines the purposes and means for which Personal Data is Processed.
- 22.12. **"Data Processor"** means the person and/or the entity that Processes the Personal Data on behalf of the Data Controller.
- 22.13. **"Device"** means a handset, router, dongle, Tablets and/or any other machine and Equipment which You may buy or rent separately from the Company or have it bundled with a Prepaid or Post-paid Service to access the Services.
- 22.14. **"Digital Channels"** means the communications path and platforms that promote, market or sell Our products, Services, Electronic Service, brands, ideas, and/or serve Advance Written Notices to You (this include but is not limited to Website, mobile application, Our electronic shop, Self Service Machine (SSM) or via any electronic channel which We may introduce in the future)

- 22.15. **“Due Date”** means the date mentioned in the bill We issued to You for the previous month where the Fee payment will fall due; and in case You do not make Your Fee payment by such date; it will be considered as a late payment.
- 22.16. **“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 include Our e-shop services through which you may purchase some of Our Services and/or Products.
- 22.17. **“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) which You have created and through which You may order our Services or pay Your bills via Our Website and/or any other electronic means.
- 22.18. **“Equipment”** means any equipment that You use to access the Services;
- 22.19. **“Fair Use Policy”** means that Your use of the Service will be subject to certain usage parameters mentioned in Our policy shown in the Website.
- 22.20. **“Fee(s)”**, means a charge for any Service or Add On Services, which may apply once off or recurring on monthly basis based on the system of Your Service Subscription, which may include but not limited to Device value and roaming charges as described in clause 13, insurance service, accessories cost, Mobile Number Portability charges, post to pre and pre to post Service migration fees, Service downgrade fees, and Service upgrade fees, delivery of Service to You desired location, whenever applicable;
- 22.21. **“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.
- 22.22. **“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;
- 22.23. **“Line Number”** means the alpha numeric digits We allocated to You upon Your subscription to Our Services.
- 22.24. **“Monthly Fees”** the charges for which You are billed each month.
- 22.25. **“Network”** means the communications infrastructure which We use to provide the Services.
- 22.26. **“Order Form”** means Our form to be filled out and signed by You to request a Service from Us.
- 22.27. **“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.
- 22.28. **“Payment Term”** means the process mentioned in the Order Form of how You complete Your Fees payment before its Due Date.
- 22.29. **“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.
- 22.30. **“Personal Data”** shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law and including any additional such personal data to which the Data Processor have access from time to time in performing the Services.
- 22.31. **“Prepaid Account”** the account in which We record Your credits and Fees for Services paid for in advance apart from any Monthly Fee;
- 22.32. **“Prepaid System”** means a Service Plan whereby You purchase the Service in advance.
- 22.33. **“Process/Processed/Processing/ Processes”** means obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
- 22.34. **“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.
- 22.35.
- 22.36. **“Roaming”** means using Your SIM Card to connect to another network whilst You are outside Bahrain.
- 22.37. **“Self Service Machine”** means a machine that provides a mechanism for You to process Your own purchases or Service Activation, modification, validation as the case maybe.
- 22.38. **“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.
- 22.39. **“Service Plan”** means a Service with a Commitment Period which may be bundled with a Device and or Equipment or an Add On Service and You will be paying Us the related Subscription Fee in accordance with the respective standalone Service Plan contract.
- 22.40. **“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.

- 22.41. **“SIM Card”** means a subscriber identity module smart card and/or the electronic 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.
- 22.42. **“Subscription Fees”** means the charges collected by VIVA periodically against Services provided to the Customer.
- 22.43. **“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).
- 22.44. **“Traffic Data”** means any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing. **“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.
- 22.45. **“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.
- 22.46. **“Termination Fees”** means 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, the remainder of original Device value (before any subsidy/discount is granted to You) and the discounted amount You were granted on any Service at the subscription date in addition to the Vanity Number one time fee where applicable.

The below table sets out an example of how the rest of the Subscription Fees for the remainder of the Commitment Period will be calculated depending on the selected Service/Service Plan by You.

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Subscription Fees	10	10	10	10	10	10	10	10	10	10	10	10
Termination Fees	120	110	100	90	80	70	60	50	40	30	20	10

- 22.47. **“Territory”** means the Kingdom of Bahrain.
- 22.48. **“TRA”** means the Telecommunications Regulatory Authority in the Kingdom of Bahrain that regulates the Telecommunication industry, including Us.
- 22.49. **“Up Front Fees”** means the advance payment which cover a part of the Service and/or the Device total value which You have to pay in advance including but not limited to Mobile Number Portability charges, post to pre, and pre to post Service migration fees, Service downgrade fees, and Service upgrade fees.
- 22.50. **“User Guide”** means the booklet of Services and prices available on Our website.
- 22.51. **“USSD”** means a Unstructured Supplementary Data which is a protocol used by mobile handset devices to communicate with Our computer systems.
- 22.52. **“Vanity Number”** means a VIVA designated special number, assigned to a Customer and requires a onetime fee payment.
- 22.53. **“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.
- 22.54. **“Website”** means VIVA’s website at www.viva.com.bh
- 22.55. **“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