

BATELCO TERMS AND CONDITIONS FOR THE BATELCO BAHRAIN SITES

1. DEFINITIONS

1.1 In this Policy the following definitions shall apply:

“**Agreement**” means these Terms and Conditions together with the Application Form, and any other general terms and conditions which may apply to the provision of other services by Batelco as the case may be;

“**Application Form**” means the Application Form, governed by these Terms & Conditions, which you have entered into with Batelco for the provision of the requested Services.

“**Batelco**” means Bahrain Telecommunications Company BSC.

“**Batelco Bahrain Site**” means various corporate portal web sites and web pages operated by Batelco or its affiliates from time to time.

“**Charges**” means the charges payable by you in return for your use of the Services.

“**Customer**” means you (the person who enters into this Agreement with Batelco for the provision of the Services).

“**Intellectual Property Rights**” means copyrights (including rights in computer software), patents, trade and service marks, trade and business names (including Internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including orders to register or rights to apply for registration) which may now or in the future subsist anywhere in the universe.

“**Linked Site**” or “**Third Party Web Site**” means any portal site that is linked to the Batelco Corporate Portal Site.

“**Policy**” means these Batelco Terms and Conditions.

“**Services**” means all or any of the services as the case may be as selected by you on the Application Form.

“**Terms & Conditions**” means the terms and conditions set out herein

“**User**” means anyone that uses the Batelco Corporate Portal or public website.

“**VAT**” means any value added tax chargeable under the applicable law for the time being and any similar additional tax.

“You” and “Your” means (i) the Customer who orders the Services and (ii) belonging to the Customer, as the case may be and as the context so requires;

2. USE OF THE BATELCO BAHRAIN SITE

The Batelco Bahrain Site is offered to the User on the User’s unconditional acceptance without modification of the terms, conditions, and notices contained in this Policy and are deemed to apply as soon as the User visits the Batelco Bahrain Site. The User confirms its unconditional agreement to the terms set out in this Policy upon its immediate use of the Batelco Bahrain Sites.

3. MODIFICATION OF TERMS AND CONDITIONS OF USE

Batelco reserves the right to change at any time, without prior notice, the terms, conditions, and notices under which the Batelco Bahrain Site is offered, including but not limited to the charges associated with the use of the Batelco Site. The User shall be wholly responsible for regularly reviewing these terms and conditions. The User shall be bound by these terms and conditions at all times.

4. PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Batelco Bahrain Site is for the User’s personal and non-commercial use. The User shall not, under any circumstances modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Batelco Bahrain Sites.

5. LINKS TO THIRD PARTY WEB SITES

Third Parties supply components of the Batelco services. The Batelco Bahrain Site may contain links to other Third Party Web Sites. The Linked Sites are not under the control of Batelco and Batelco shall not be held responsible in any way whatsoever for the contents of any Linked Site or for any damage or loss resulting from such Linked Sites, neither will Batelco take responsibility for any data collection made by the Linked Sites or their privacy policies.

6. INTELLECTUAL PROPERTY RIGHTS

All materials, data or information (including software, animations, texts, photos, videos, graphics), and any other Intellectual Property Rights contained on Batelco Bahrain Site are the exclusive property of Batelco and are protected by intellectual property rights of Bahrain.

Nothing in this Policy shall be considered as Batelco transferring any rights to the User to use such material. Violators will be prosecuted to the maximum extent permitted by applicable law.

7. BATELCO BAHRAIN SITE - STORE

7.1 “Batelco Bahrain Site”

The User shall be totally responsible for paying the entire amount due on the User’s purchase, including any applicable taxes, shipping and other charges assessed by Batelco. With respect to applicable taxes, Batelco will advise the User subsequently of the exact amount of tax due on the User’s purchase. The User represents and warrants that the User is at least eighteen (18) years of age and that the User has the full legal right to use “Batelco Bahrain Site” store in accordance with the stated terms and usage policies. The User hereby agrees to supervise usage by, and be responsible for the actions of, any minors who use the User’s computer and/or registration account to access “Batelco Bahrain Site” store.

7.2 “Charges”

The User understands and accepts that the Charges stipulated on the Batelco Bahrain Site may be subject to change, depending on the availability of the product, the User credit score and the relevant agreement’s term.

8. TERMINATION/ACCESS RESTRICTION

Batelco reserves the right at its sole discretion, to terminate the User’s access to any or all Batelco Bahrain Sites and the related services or any portion thereof at any time, without notice and shall not incur any liability whatsoever to the User for such termination.

9. DATA PROTECTION

Batelco takes the protection of your personal and sensitive data seriously, and treats your data in compliance with the Bahrain Personal Data Protection Law (No. 30 of 2018) and Batelco’s Privacy Policy <http://batelco.com/about-batelco/privacy-policy/>.

10. VALUE ADDED TAX (VAT)

All amounts stated in this Agreement are exclusive of VAT unless stated otherwise.

Where Batelco makes a taxable supply or deemed supply of products or services to the customer as defined by the applicable VAT law in the Kingdom of Bahrain, the charges, payment or other consideration for that supply shall be exclusive of all VAT charges, and the

customer shall pay the VAT in addition to the charges, payment or other consideration on the earlier of: (a) when the charges, payment or other consideration is made; or (b) when the supply is made.

When the customer pays or reimburses the costs, fees, charges or expenses of Batelco; the customer shall also reimburse any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, except where Batelco is entitled to credit or repayment in respect of such VAT from National Bureau for Gulf Taxation (NBGT) in Kingdom of Bahrain.

Where the consideration for any taxable supply of goods or services is subsequently adjusted (including contract termination), Batelco shall make all the necessary adjustments to VAT, including the repayment of VAT and any fees due.