

1 Customer Details

Name	
ID No.	
Contact No.	To receive service activation SMS
Contact Email	
Service circuit No.	number you wish to be connected on
Preferred Language	<input type="checkbox"/> Arabic <input type="checkbox"/> English
<input type="checkbox"/> activate e-billing	

1 بيانات الزبون

الاسم	
الرقم الشخصي	
رقم الاتصال	لاستلام إشعار تفعيل الخدمة SMS
البريد الإلكتروني	
رقم الخدمة	رقم الهاتف الذي ترغب في توصيل الخدمة عليه
اللغة المفضلة	<input type="checkbox"/> العربية <input type="checkbox"/> الإنجليزية
<input type="checkbox"/> تفعيل الفاتورة الإلكترونية	

2 Home Internet Packages

Registration & Installation Fees Apply

Value Packages*

☐ 10Mb/1.5Mb (100GB) BD 12.60
(Copper only)

Super Fast Packages*

☐ 20Mb/2Mb (150GB) BD 15.75
☐ 30Mb/5Mb (200GB) BD 21.00
☐ 100Mb/10Mb (500GB) BD 42.00
☐ 500Mb/50Mb (1000GB) BD 157.50

Billing Date _____

☐ Auto Contract Renewal

باقات فائقة السرعة*

☐ 20Mb/2Mb (150GB) BD 15.75
☐ 30Mb/5Mb (200GB) BD 21.00
☐ 100Mb/10Mb (500GB) BD 42.00
☐ 500Mb/50Mb (1000GB) BD 157.50

2 باقات الإنترنت المنزلي

تطبيق رسوم الاشتراك والتركيب

الباقات القيمة*

☐ 10Mb/1.5Mb (100GB) BD 12.60

تاريخ الفواتير _____

☐ تجديد تلقائي للعقد

Home Internet Bolt-ons

☐ Smart Saver Bundle** Free
☐ Unlimited YouTube & Weekends** BD 3.15
☐ Unlimited Netflix BD 5.25
☐ Home Internet in a Box "WiFi Router" BD 18.90
☐ Unlited Streaming BD 3.00
☐ Unlited Internet Usage BD 9.00
☐ Gaming Add-on* BD 2.1

*With 1 year contract

**With 2 years contract

☐ انترنت منزلي "جهاز الواي فاي" ١٨.٩٠ دينار
☐ تدفق غير محدود ٣ دينار
☐ استخدام غير محدود للإنترنت ٩ دينار
☐ إضافة باقة الألعاب الترفيهية* ٢.١ دينار

*مع عقد لمدة سنتين

Batelco Fixed Line service is also required with a Monthly Rental of BD 1.218

يتوجب الحصول على خدمة الخط الثابت برسوم إيجار شهري بقيمة ١.٢١٨ د.ب

3 Customer User ID

User Id should be a minimum of 4 and maximum of 8 alphanumeric characters (a-z, 0-9).
First character must be alphabetic.

1st Choice _____ 2nd Choice _____

الخيار الأول _____ الخيار الثاني _____

4 Value Added Services

a) Home Internet Device Installment

Brand _____ Model _____

Contract period ☐ 12 months ☐ 18 months ☐ 24 month

a) جهاز الإنترنت المنزلي بالتقسيط

الموديل _____ الماركة _____

مدة العقد ☐ 12 شهراً ☐ 18 شهراً ☐ 24 شهراً

Non-Bahraini Nationals (Guarantor/Sponsor)

Company Name _____
CR _____

I, the undersigned, unconditionally guarantee to pay all outstanding payments for the above mentioned customer upon receipt of Batelco's written request stating that the Customer has defaulted on his/her payment for the Batelco Home Internet Device service.

Signature _____ Company Stamp _____

للمقيمين غير البحرينيين (ضامن/كفيل)

اسم الشركة _____
رقم السجل التجاري _____

أقر أنا الموقع أدناه وأتعهد دون أي شروط بدفع كافة المبالغ المستحقة على الزبون المذكور أعلاه فور استلامه طلباً كتابياً من يتلوه يشير إلى عجز الزبون عن دفع المبالغ المستحقة عليه ضمن خدمة جهاز الإنترنت المنزلي بالتقسيط

التوقيع _____ ختم الشركة _____

d) Extra E-mail Account

Please choose an account name without spaces between 4 to 25 alphanumeric characters (a-z, 0-9) with “-” or “_” or “.” In between.

1st Choice _____
2nd Choice _____

d) بريد إلكتروني إضافي

الرجاء اختيار عنوان للبريد الإلكتروني بدون أي فراغات. يجب أن يكون اسم عنوان البريد الإلكتروني ما بين 4 إلى 25 حرفاً/ رقماً (a-z 0-9) مع “-” أو “_” أو “.”

5 Service Termination

☐ Permanent ☐ Temporary Start date of termination period _____

5 قطع الخدمة

☐ مؤقت ☐ دائم تاريخ ابتداء القطع _____

6 Agreement

This application form and the attached terms and conditions, collectively form an agreement for the provision of the Broadband Services detailed in the application form.

The Customer hereby declares to have read, understood and accepted the terms and conditions which apply to the provision of the Broadband Services.

تشكل هذه الاستمارة والشروط والأحكام المرفقة بها مجتمعة، اتفاقية لتقديم خدمة برودباند الواردة تفاصيلها في استمارة الطلب.

ويعر الزبون بأنه قد قرأ واستوعب وقبل الشروط والأحكام السارية على تقديم خدمة برودباند.

Customer _____ Signature _____ Date _____

الزبون _____ التوقيع _____ التاريخ _____

Name _____ Signature _____ Date _____

اسم _____ التوقيع _____ التاريخ _____

Staff Code _____ Signature _____ Retail Shop _____

رمز الموظف _____ التوقيع _____ الفرع _____

Batelco

الشروط والأحكام لخدمة Broadband Terms and Conditions

Terms and Conditions for Batelco Internet Services (Residential)

These Terms and Conditions govern your use of the Services (as defined below) which are provided by Bahrain Telecommunications Company BSC ("Batelco") under the "inet" (Batelco Internet Services) brand. Please take time to read these important Terms and Conditions fully.

1. Commencement of contract.
This contract commences when we confirm our acceptance, whether in writing, by e-mail or otherwise, of your application for Internet Service using the Application Form.

2. Service Provision
Batelco shall provide to you those inet services (the "Services") which you have indicated on the Application Form that you require. Further details of which can be found in promotional literature available at Batelco's customer and sales centre and on the Batelco website (as updated by Batelco from time to time), except where expressly stated otherwise.

2.2 Batelco cannot guarantee that the Services will be free from faults and interruptions which arise from factors which are outside Batelco's control, whether as a result of network performance, third party interference or otherwise. You accept that you may not be able to receive the Services where certain technical restrictions may arise, although Batelco shall use reasonable endeavours to keep any disruption to the provision of the Services in such circumstances to a minimum.

3. Your Subscription Period
Any minimum period of subscription to the Services is indicated on your Application Form or in these Terms & Conditions.

3.1 In respect of other Services specified on your Application Form, you agree to receive such Services, in return for your payment of the Charges for the minimum period set out on your Application Form (where applicable) and thereafter until termination of these Terms and Conditions in accordance with clause 11.

4. Service Activation
General

You can expect your Broadband service to be activated within 1-5 working days, subject to the availability of the ADSL service in your area of residence and telephone line condition. In some cases, activation of the service may take up to one (1) month or more, depending on the service start-up requirements. In addition to the above-mentioned Terms and Conditions for Batelco Internet Services (Residential), the following terms and conditions shall apply to Batelco's Broadband Service:

4.2 Broadband Specifics

4.2.1 Broadband is not applicable to PABXs (Private Automatic Branch Exchanges), any hunting lines, ISDN (Integrated Services Digital Network), DID (Direct Inward Dialing), key telephone systems, Auxiliary Lines and ADSL-enabled services.

4.2.2 Broadband is valid for one (1) telephone line per modem. Batelco's technical support and customer care service are limited to the main computer where the ADSL line is connected.

4.2.3 Broadband is for use strictly within the same Customer address Premises mentioned in the original Broadband Application Form only, and shall not be used for any network environments beyond Customer address premises.

4.2.4 If the telephone line is not registered under your name, you must obtain approval from the registered telephone subscriber for use of broadband service on that particular telephone line. Additional phone lines will not be provided free of charge.

4.2.5 Please note that some described features of the service may vary. The assigned service speed is the speed between the customer location and Batelco ADSL gateway. Actual data transfer of throughput may be lower than the service speed due to Internet congestion or any other factors that cannot be controlled by Batelco.

4.3 You are required to have in place an appropriate Access Line and Customer Equipment of the Required Specification to facilitate and establish a physical connection to inet to allow you to access the Services. You understand that if you do not have these facilities in place Batelco cannot provide the Services to you.

4.4 The following items will be assigned to you once your application for the Services has been accepted by us:

i) a User Identification; and
ii) a Password

4.5 Inet E-mail Accounts

5.1 Where the Services which you have requested include the provision of one or more inet e-mail Accounts, you agree to use such e-mail accounts at all times in accordance with these Terms & Conditions, and in particular the provisions at clause 6 set out below.

5.2 Each Inet E-mail Account supplied by Batelco will follow a set format, namely 4 to 8 characters beginning with a letter and followed by Batelco's standard email domain and will be subject to availability. You may search for an appropriate e-mail address for your inet E-mail Account upon registration for those applicable Services and Batelco shall assign your chosen address to you if it is available at that time.

6. Your Responsibilities

Customer Equipment and data

6.1 You will be solely responsible, and Batelco accepts no liability whatsoever for:

i) providing, configuring and maintaining the Customer Equipment;
ii) ensuring that the Customer Equipment complies with all applicable laws or relevant telecommunication industry standards and meets the Required Specification;

iii) ensuring that the Customer Equipment is compatible with any Third Party Software used by you in order to receive the Services; and meets your needs in respect of the use of the Services; and
iv) all data retrieved, stored or transmitted through the Service. This shall include but not be limited to any distortion or corruption caused to the Customer Equipment or data as a result of the use of the Services.

6.2 You acknowledge that some material on the Internet may be offensive, illegal or otherwise generally inappropriate. Batelco cannot be held responsible for all or any of the content, accuracy or quality of information or the resources available, received or transmitted by you or anyone else through your (or any other third party's) use of the Services, whether or not in accordance with these Terms & Conditions.

Use of the Services

6.3 You will be solely responsible for all access to, and use of, the Services provided to you, whether or not you use Services which require a User Identification and/or a Password. If you allow a third party to access the Services, you will remain liable for all activities conducted by such third party, including but not limited to use of the Internet, your inet E-mail Account, other e-mail service or any other service whatsoever.

6.4 You agree that you will not at any time use the Services (including, where applicable, the inet E-mail Account(s)):

i) in order to resist, re-sell, hire, transfer ownership, assign, trade or otherwise dispose of the Service or make it available to any person on a commercial basis;
ii) to breach any laws, legislative provisions, regulations, codes or standards of any relevant body or authority;

iii) in a way which infringes or may potentially infringe the intellectual Property Rights or other rights of any third party;

iv) to store, send, knowingly receive, upload, download, use or re-use, transmit, distribute, post to a bulletin board or otherwise place onto the Internet material which:
a) is abusive, indecent, defamatory, obscene, menacing, pornographic; or offensive on moral, religious, political grounds or otherwise; or
b) is liable to incite racial disharmony or hatred, violence or sadism; or
c) promotes drug-trafficking, prostitution, money-laundering, terrorism, paedophilia (or any material that is in any way harmful to minors); or
d) contains a virus, backdoor, Trojan horse, worm, drop dead device or other code, program or device liable to cause loss or damage, disable, erase, destroy, disrupt or impair the normal operation of the Services or any computer systems or permit access to or use of the Services or any person not authorised by Batelco;

v) for any improper purposes, including but not limited to, vice, gambling or fraudulent activities;
vi) to in any way compromise the integrity or security of any part of Batelco's network or its telecommunications systems; or to otherwise interrupt the provision of the Services;
vii) to provide public information services without obtaining prior formal approval from the relevant government authorities within the Kingdom of Bahrain;

viii) to harvest or otherwise collect information about others including e-mail addresses, without their consent; and
(ix) to use, access or otherwise deal with any Batelco Confidential Information without Batelco's prior consent, or to use the Services in any way which invades another's privacy or other similar rights;

Provision of Information to Batelco

6.5 You will provide true, accurate, complete and up-to-date information to Batelco as requested on the Application Form, including but not limited to your name, address and date of birth (the "Information"), and upon any subsequent reasonable request made by Batelco from time to time.

6.6 You will promptly notify Batelco of any changes in the information.

6.7 In your use of the Services you will not create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message, or otherwise impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person, organization or entity.

Breach of this clause

6.8 You shall indemnify, defend and hold Batelco harmless absolutely from and against all costs, losses, claims damages and expenses (including without limitation any legal costs) of any kind

whatsoever, whether foreseeable or not that may be suffered by Batelco as a result of any breach of this clause 6 by you, or anyone using the Services with your permission.

6.9 Nothing in this clause 6 shall prohibit Batelco or otherwise restrict its rights to commence legal proceedings against you for enforcement of all or any part of this clause 6.

6.10 Batelco reserves the right to applicable circumstances arising from a breach of the provisions of this clause 6 or where otherwise requested to pass on such of your details to the relevant authorities as may be appropriate. Furthermore, Batelco may take such steps as it sees fit, including but not limited to the modification or deletion of any offending material which you have disseminated using the Services in contravention of these Terms & Conditions, or the Suspension or termination of your access to the Services and/or any inet E-mail Accounts pursuant to these Terms & Conditions, as soon as it becomes aware of the existence of such material. You agree to provide all necessary assistance to Batelco as Batelco may request in order to allow Batelco to take the steps set out in this clause.

7. Use of Software

7.1 In connection with the provision of the Services, you may use Third Party Software provided to you by Batelco. The use of the Third Party Software shall be subject to the Terms & Conditions stated herein and shall be at sole risk and responsibility of the Customer.

7.2 Batelco makes no warranty and hereby excludes all liability in respect of arising out of the use of the Third Party Software provided to you. You must not copy or modify the Third Party Software (unless permitted by law) or use it for any other purpose apart from to access the Services in accordance with these Terms & Conditions.

7.3 In the event that changes are introduced to Batelco's network, Batelco shall not be responsible for ensuring that the Third Party Software will continue to be compatible with Batelco's network and you shall have no claim whatsoever against Batelco arising from such change.

7.4 You agree to strictly comply with all instructions or notices in whatever form and through whatever means given by Batelco from time to time regarding the use of the Third Party Software.

8. Batelco rights and responsibilities

8.1 Batelco has no obligation to monitor your use of the Services, nor to retain the content of any user session. However, Batelco reserves the right to monitor, review, retain and/or disclose any and all communications or information as necessary to identify breaches of these Terms & Conditions, or in order to comply with any applicable law, regulation, legal process or government request.

8.2 Batelco will investigate any suspected or alleged breach of these Terms & Conditions and will act reasonably and fairly at all times in doing so. Batelco reserves the right to take any action that it deems to be appropriate and proportionate to such breach of the Terms & Conditions.

8.3 Batelco may retain your personal data provided pursuant to this and otherwise in accordance with these Terms & Conditions, and you authorise Batelco to use such personal data in order to:

i) provide the Services;
ii) maintain a record for a reasonable period of time following termination of these Terms & Conditions pursuant to clause 11 or otherwise; and
iii) otherwise disclose or use such data in compliance with Batelco's legal obligations in respect of the same.

8.4 You understand that all rights, title and interests (including all Intellectual Property Rights) in the Services remain vested in Batelco (and/or its suppliers where applicable) and nothing in these Terms & Conditions shall operate as a transfer or licence to you of the same. You agree not to do anything to limit, interfere with, or otherwise jeopardise in any manner such rights, title and interest.

9. Liability and Indemnity

9.1 Batelco does not in any way exclude or limit its liability.

i) for death or personal injury resulting from the negligence of Batelco or its directors, officers, employees, contractor or agents; or
ii) in respect of fraud or any fraudulent statements made by Batelco or its directors, officers, employees, contractors or agents.

9.2 Subject always to clause 9.1, Batelco shall not have any liability to you in respect of your use of the Services which are not in accordance with these Terms & Conditions.

9.3 Subject always to clause 9.1, Batelco shall not be liable to you, whether in contract, tort or otherwise arising out of this contract for:

i) any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; or
ii) any indirect or consequential loss of whatever nature, including any loss described in clause 9.3(i) above which could be described as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplable, or actually contemplated by the parties at the time of the commencement of the Services.

9.4 In the event that Batelco shall be liable to you in contract, tort, under statute or otherwise, Batelco's liability shall be limited to the equivalent cost of six (6) month's subscription fee for any event or related series of events.

9.5 You agree to indemnify, defend and hold Batelco harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not, that may be suffered by Batelco as a result of your use of the Services (or anyone using the Services with your permission), which are brought or threatened against you by a third party where you are at fault.

9.6 Subject always to clause 9.1, Batelco excludes all liability for any of your data however caused, including without limitation as a result of any interruption, suspension, termination, or non-delivery of the Services. Batelco does not accept any responsibility for any damage that you may suffer as a result of the loss of confidentiality of any information you input or send to Batelco or any third party during your use of, or otherwise in connection with, the Services.

9.7 Security measures

You acknowledge that the Internet contains viruses which may destroy or corrupt your data on the Customer Equipment. You further acknowledge that Batelco has no control over such viruses and you remain responsible for checking for such viruses on a regular basis. You confirm that you shall comply to the Batelco Acceptable Use Internet Security Policy (as updated by Batelco from time to time) in accordance with your obligations under this clause 10, or otherwise under these Terms & Conditions and acknowledge that Batelco will not be held responsible for any interruption to the Services resulting from your failure to comply with all or any of the provisions of this clause 10.

11. Termination

11.1 Subject to you having fulfilled any applicable minimum period of subscription (see clause 3), you may terminate these Terms & Conditions and bring this contract to an end at any time following the expiry of seven (7) calendar days prior written notice to Batelco, upon termination of these Terms & Conditions, all Charges which are due from you to Batelco become immediately due and payable and the provisions of clause 12 shall continue to apply.

11.2 Batelco may terminate these Terms & Conditions and the provision of the Services by either:

i) giving you thirty (30) calendar days prior written notice; or
ii) with immediate effect in any of the following circumstances:
(a) where you receive a Service for which you do not pay the Charges within the time frame set out in the Bill(s) to which the Charges relate; or
(b) you breach a material term on condition set out in these Terms & Conditions. A material term or condition for these purposes includes but is not limited to any part of clause 6 or (c) you breach any other term or condition set out in these Terms & Conditions apart from those set out at clause 11.2 (i) (b) above and do not rectify the breach within seven (7) calendar days of such breach coming to the attention of Batelco; or (d) you become insolvent or bankrupt or are otherwise deemed unable to pay year debts as when they fall due; or
(e) Batelco has reason to believe that you have not provided true, accurate and complete information as required at the time of application for the Services.

12. Events Following Termination

12.1 Immediately after the termination of these Terms & Conditions for whatever reason, the following shall apply:

i) Batelco will immediately terminate your access to the Services;
ii) if you retain any Batelco Equipment which you use or have used in connection with the Services or otherwise, you must immediately return this to Batelco in complete and good working order; unless Batelco provides its express prior written consent to the contrary;

iii) Batelco will send you a Bill for all Charges which are outstanding as a result of your use of the Services and which have not yet been billed by Batelco prior to termination of the Services. This Bill will include any monthly Subscription Charges which are outstanding at the date of termination. If you have paid a monthly Subscription Charge in advance of the date of termination you will not receive a refund in respect of that unexpired part of the relevant month for which you have paid. You agree to pay this Bill on or before the date upon which payment is required;

12.2 None of the rights which either Batelco or you have accrued as a result of these Terms & Conditions prior to the date of termination shall be lost or otherwise affected following termination. Suspension

12.3 Batelco may, in its sole discretion, suspend the Services that are provided to you instead of terminating this contract in accordance with 12.2 (i) above. Batelco shall decide the duration of such suspension. Batelco may also suspend the Services with immediate effect where:

i) it is necessary in order to carry out any maintenance or repair to the Services or otherwise; or
ii) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Batelco to suspend the Services for whatever reason; or
iii) Batelco has good reason to suspect that you are in breach of any of these Terms & Conditions.

12.4 Batelco may reinstate the Services in its sole discretion if it is satisfied that you have rectified any breach of the Terms & Conditions or the reason for the initial suspension of the Services no longer applies.

13. Charges, Billing and Payment

14.1 The Charges for the Services shall be based on tariffs and rates as published by Batelco on their website and any amendments which may be introduced by Batelco from time to time. Full details of current tariffs and rates can be found by visiting the relevant page specific to the particular Services which you require. Any revisions to the Charges will be advertised on Batelco's website seven (7) days prior to their implementation date.

Value Added Tax (VAT):

All amounts stated in this Agreement are exclusive of VAT.

* 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 necessary adjustments to VAT, including the repayment of VAT and any fees due.

14.2 Batelco will provide you with a regular Bill detailing (i) the Charges applying at the time the Services are used and (ii) the total amount due to Batelco for the provision of the Services in the period to which the Bill relates. You agree that you will pay these charges to Batelco promptly and in any event by the payment date printed on the Bill. If that payment becomes overdue, Batelco may suspend or terminate the Services pursuant to clause 11.

14.3 Where applicable, the Registration and Setup Fee is payable by you when the Application Form is signed.

14.4 For various Services, Batelco will send you a Bill on a monthly basis. The Subscription Charges are payable by you monthly in advance, and the Usage Charges are payable monthly in arrears.

14.5 You agree that you will remain responsible for all Charges incurred by a third party who accesses your account in order to use the Services, save from the time when you notify Batelco that a third party is using the Services through your account without your permission and Batelco suspends the Services. Notification to Batelco can either be achieved by calling 196 or e-mailing helpdesk@batelco.com.bh.

14.6 If you do not pay a Bill by the due date, Batelco shall have the right at its discretion and without notice to transfer the unpaid invoice amount to the account of any other services) provided to you by Batelco, and you shall be liable to pay all charges on any bill issued by Batelco for such service(s) by the due date, and deduct the unpaid billed amount from any payment or credit due to you by Batelco under this Agreement or any other agreement for service(s) provided by Batelco to you. The rights in this clause are in addition to any other rights that Batelco has under these terms and conditions, including the right to suspend or terminate the Service or any other service provided by Batelco.

14.7 Subject to clause 14.8, if the Customer, in good faith, disputes the amount in a Bill solely relating to statement errors ("Billing Dispute") by notifying Batelco in writing, the Customer shall:

a) Continue to pay any undisputed amounts to Batelco on or by the Bill due date;
b) Co-operate with Batelco to promptly resolve the Billing Dispute; and
c) Where applicable, pay the amount agreed upon mutually between the Parties within fourteen (14) days from the resolution of the Billing Dispute.

14.8 Without prejudice to the Customer's rights under the Telecommunications Law and the Civil Law of the Kingdom of Bahrain, if the Customer does not notify Batelco of a Billing Dispute within sixty (60) days from receipt of the invoice, the invoice shall be deemed undisputed, and the Customer irrevocably waives the right to dispute the respective invoice with Batelco as a Billing Dispute in the future.

14.9 Miscellaneous provisions

14.10 Batelco reserves the right to amend these Terms & Conditions at any time. If Batelco does make any amendments to the Terms & Conditions it will inform you of such changes either by posting the changes on its website at batelco.com on www.inet.com.bh; or by other means as Batelco sees fit. You agree that your continued use of the Services after any amendments to the Terms and Conditions shall be evidence of your intention to be bound by the Terms and Conditions as amended in accordance with this clause 15.1.

14.11 These Terms & Conditions together with all documents which are referred to in these Terms & Conditions represent the entire agreement between Batelco and you and they supersede all prior agreements between the parties.

14.12 Failure by Batelco to exercise or enforce any right on provision of these Terms & Conditions shall not constitute a waiver.

14.13 The laws of the Kingdom of Bahrain apply to these Terms & Conditions. Both parties shall submit to the jurisdiction of the Bahrain courts of law.

14.14 Batelco is not liable to the customer if it is unable to perform any obligation or provide the Services because of any cause or circumstance whatsoever beyond Batelco's reasonable control, including but not limited to any act of God, fire, extreme weather conditions, industrial action, default or failure of a third party, war, act of government or authority, terrorist acts, civil commotion or disturbance, theft, misadventure or embargo, power failure, breakdown of plant machinery or vehicles, theft and malicious damage.

14.15 If any part of these Terms & Conditions becomes to any extent illegal, invalid on unenforceable, it shall to that extent be deemed to no longer form part of these Terms & Conditions, and this shall not affect the legality, validity or enforceability of any of the remaining Terms & Conditions which shall continue in force.

14.16 You may not assign or otherwise dispose of any of your rights or obligations under these Terms & Conditions without Batelco's prior written consent. You agree that Batelco may assign its rights and obligations under these Terms & Conditions to an alternative Internet service provider if necessary, as long as the level of service remains of a comparable standard. Definitions used in these Terms & Conditions

14.17 Certain words and phrases in this Agreement have specific meanings as set out below:

14.18 "Access Line" means a telephone line which you use in order to receive telecommunications services over the Batelco network at the Premises;

"Agreement" means these Terms and Conditions combined 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 Confidential Information" means all information (whether written or oral) concerning Batelco's business, trade secrets, customers, suppliers and affairs that that you shall obtain or receive as a result of the provision of the Services;

"Batelco Equipment" means all equipment owned by Batelco which is supplied to you in connection with the supply of any of the Services, including but not limited to the Batelco Modem;

"Batelco Inet Network" means the Batelco Internet network;

"Bill" means a bill sent to you by Batelco in accordance with clause 14. "Charges" means the charges payable by you in return for your use of the Services, as set out in clause 14, and which includes the Usage Charges and the Subscription Charges where applicable;

"Customer" means you (the person who enters into this agreement with Batelco for the provision of the Services);

"Customer Equipment" means any equipment owned or otherwise used by you, including but not limited to your personal computer, modems or other related devices and which are used by you to access the Services;

"inet E-mail account" means an e-mail account provided by Batelco for use with the Services;

"Intellectual Property Rights" means copyrights (including rights in computer software), patents, trade marks, trade names, service marks, 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 patented or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the universe;

"SDN Line" means an integrated services digital network telephone;

"Password" means the 4-8 digit password allocated to you upon commencement of those Services which require a password;

"Premises" means the place where you will receive the Services;

"Registration and Setup Fee" means the fee payable by you pursuant to clause 14.3;

"Required Specification" means, in relation to the Customer Equipment, as per internationally accepted standards;

"Services" means all or any of the services as the case may be as selected by you on the application Form;

"Subscription Charges" means, where applicable to the Services which you have requested, the charges payable on a monthly basis for your use of the Services. For the avoidance of doubt these charges do not include the Usage Charges;

"Terms & Conditions" means the terms and conditions set out herein;
"Third Party Software" means software purchased from a party other than Batelco;
"Usage Charges" means, where applicable to the Services which you have requested, the charges payable on a per minute or per unit basis for your use of the Services;
"User Identification" means the identification code allocated to you upon commencement of those Services which require such user identification;
"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;

Specific Terms and Conditions for Broadband Device Installment

- This package contains (i) a globally recognised branded device (ii) Residential Broadband package. Batelco provides the device on a deposit and/or instalment basis as advised to the Customer at the time of sale based on Customer choice. The contract period cannot be changed at anytime. Monthly instalments shall be billed in advance. The customer shall pay the device price in equal interest free instalments over the contract period.
- Subscribers to Broadband Device Installment are required to remain subscribed to Batelco Broadband Services for a minimum of 3 months after which they may at any time choose to cease the Broadband Services and will be liable for the remaining amount of the device, which will be transferred to the Customer's next bill.
- Non Bahrain Nationals may be required to present a sponsorship letter from their company or a guarantor on clearly stating that the sponsor/guarantor accepts payment of any outstanding amount of the device in case the Customer defaults on a payment. The letter is specific to the amount of the device only.
- The return of the device or exchange for another brand shall not be accepted without the supplier consent.
- The supplier assigned by Batelco will be responsible for the support of hardware and software supplied.
- Support of any third party hardware/software will be solely the customers responsibility.
- Batelco shall provide support for internet related issues only.
- Any upgrade of device desired by the Customer shall be dealt with by the respective supplier, and the Customer shall pay any additional costs directly to the supplier.
- Should a fault arise with the device all claims shall be made against the device warranty on the supplier. Title of ownership to the device shall pass to the Customer upon signing the delivery note.

Terms and Conditions specific to the Broadband Packages

- Subscribers to the Broadband Packages shall agree to a minimum 12 months contract period (Minimum Term) commencing on the date of activation.
- In the event the Customer wishes to terminate the respective Broadband Package before completion of the Minimum Term, the Customer will be liable to pay a cancellation fee equivalent to one (1) month's rental for the Broadband Package.
- Should the Customer wish to downgrade the Broadband Package prior to completion of the Minimum Term, the Customer will be liable to pay a cancellation fee equivalent to one (1) month's monthly rental for the Broadband Package and five Bahraini Dinars (BHD 5).
- Where the Customer wishes to downgrade the Broadband Package following completion of the Minimum Term, the Customer will only be liable for a charge of five Bahraini Dinars only (BHD 5).
- Following completion of the Minimum Term the Customer will continue to be subscribed to the existing Broadband Package until such time as the Broadband Package is terminated or migrated. In such circumstances no cancellation fee will apply. Packages shall be offered with set threshold limits. Batelco Fair Usage Policy applies once the threshold is exceeded.

Terms and conditions specific for Broadband Contract Renewals

- Customers subscribed to Broadband Packages may choose to renew their contract at any time for an additional term of 24 months in order to avail certain benefits, including but not limited to, additional threshold usage, higher speeds at the same price discounted monthly rental and free devices.
- In this instance, should the Customer wish to terminate or downgrade the Broadband Package prior to completion of the 24 month term the Customer will be liable to pay a cancellation fee as follows:

Broadband Package Rental	Cancellation Penalty (once off)
Less than BD 10	BD 30
BD 10 <= BD 30	BD 50
Higher than BD 30	BD 100

Terms and Conditions specific to Fiber Broadband Service

- Subscribers to the Fiber Broadband Service shall agree to a minimum twenty four (24) months contract period (Minimum Term) commencing on the date of activation.
- Customers shall be provided with an optical network terminal ("ONT") at no additional cost to the provision of the Fiber Broadband Service.
- In the event the Customer wishes to terminate the Fiber Broadband Service before completion of the Minimum Term, the Customer will be liable to: pay a cancellation fee equivalent to one (1) month's rental for the Fiber Broadband Service; and return the ONT in satisfactory working condition to any of Batelco's retail shops within thirty (30) days from the date of requesting the termination.
- If the Customer fails to return the ONT as per the above provision, the Customer will be charged a once off charge for the ONT as per the following:

a) The Customer shall pay thirty Bahraini Dinars (BHD 30) if the Customer terminates the Fiber Broadband Service before twelve (12) months from the activation date.

b) The Customer shall pay fifteen Bahraini Dinars (BHD 15) if the Customer terminates the Fiber Broadband Service at any time between twelve (12) to twenty four (24) months from the activation date.

c) The Customer shall not pay any charge, if the Fiber Broadband Service is terminated after twenty four (24) months from the activation date.

Fiber Broadband Service is offered based on availability in the area where the Customer is located.

Terms and Conditions specific to "Unlimited YouTube & Weekends" Bolt-on

- Subscribers to any Consumer Broadband package are eligible to subscribe to the Unlimited YouTube & Weekends usage bundle, subject to a monthly subscription fee.
- Each Subscriber to the Unlimited YouTube & Weekends usage bundle shall receive unlimited YouTube usage seven (7) days a week and unlimited usage over two (2) weekend days, each week of every calendar month.
- Each Subscriber shall receive unlimited usage over a period of 8 days each calendar month. Customers subscribed to the Unlimited YouTube & Weekends usage bundle who have had their speed throttled at the time of reaching the Weekend period (or exceeding their monthly throughput limit) shall be un-throttled during the Weekend period. Their speed shall be throttled back upon end of the Weekend for the remainder of that specific billing period.

- Any usage carried out during the Unlimited YouTube & Weekends eligibility period shall not be accounted for or deducted from the Customer's monthly threshold unit.
- Subscribers to the Unlimited YouTube & Weekends usage bundle shall be charged