

### REVISION HISTORY

DATE	AMENDMENT	DESCRIPTION OF AMENDMENT

## **SERVICE DESCRIPTION 3-5: DIRECTORY LISTING SERVICE**

### **1 THE SERVICE**

The Directory Listing Service is a service provided by Batelco to:

- (a) arrange, as the Access Seeker's agent, certain types of listings for Access Seeker Customers in Directories; and
- (b) to support provision of Directory Assistance Service and Emergency Call Access Service.

### **2 DEFINITIONS**

Capitalised terms not defined in this Service Description are defined in the Dictionary. Terms defined in this Service Description are specific to it.

**Access Seeker Fixed Customer** means an Access Seeker Customer directly connected to the Access Seeker's PSTN.

**Access Seeker Mobile Customer** means an Access Seeker Customer directly connected to the Access Seeker's Mobile Network, other than a customer using a pre-paid service.

**Additional Entry** means any entry, in addition to a Free Entry in a Directory for which an Access Seeker Customer is required to pay in accordance with the Directory Listings Policy.

**Business Customer** means an Access Seeker Fixed Customer who meets the criteria set out in the Directory Listings Policy to be a Business Customer.

**Classified Directory** means the yellow pages printed or electronic directory published by the Directory Publisher in which customer entries are organised by business type.

**Directory** means a Standard Directory or Classified Directory.

**Directory Data Procedures** means the procedures issued by Batelco from time to time setting out the procedures for the provision of Directory Information by the Access Seeker to Batelco, including the format, content, timing, frequency and mode of providing, updating and verification of that data.

**Directory Information** means:

- (a) as specified in the Directory Listings Policy:
  - (i) the information required for a Free Entry; and
  - (ii) the information required for an Additional Entry;
- (b) any additional information about Access Seeker Customers which Batelco reasonably requires to provide its Directories Assistance Service or if acquired by

the Access Seeker, the Emergency Call Termination Services, as specified in the Directories Data Procedures.

**Directory Listings Policy** means the guidelines issued by the Directory Publisher, which set out the entitlement of customers to have entries in the Directories, the form, style and content of entries in directories, and other matters relating to the content of those Directories.

**Directory Publisher** means Tele-gulf Directory Publication WLL or any person with whom Batelco has an arrangement for the publishing of a Standard Directory.

**Free Entry** means an entry in a Directory comprising the name, and associated PSTN Number of a customer for which a customer is not required to pay.

**Residential Customer** means an Access Seeker Fixed Customer who meets the criteria set out in the Directory Listings Policy to be a Residential Customer.

**Standard Directory** means a printed or electronic directory made available by the Directory Publisher organized in alphabetical order primarily containing Free Entries, other than a Classified Directory.

**Ex-Directory Number** means:

- (a) a Number which Access Seeker Customer has requested not be listed in any Directory; and
- (b) a Mobile Number, unless the Access Seeker Customer has requested that number to be listed in a Directory.

### **3 TERMS**

#### **3.1 Access Provider**

Batelco is the Access Provider.

#### **3.2 Service Scope**

The Directory Listings Service covers Batelco arranging, as agent of the Access Seeker:

- (i) Free Entries for Residential and Business Customers in Standard Directories;
- (ii) Free Entries for Business Customers in Classified Directories;
- (iii) Additional Entries for Access Seeker Fixed Customers in Standard Directories; and
- (iv) Additional Entries in Standard Directories comprising Mobile Numbers if the relevant Access Seeker Mobile Customer also has a PSTN listing in the relevant Directory (whether or not the Access Seeker Mobile Customer is also an Access Seeker Fixed Customer).

The Directory Listings Service does not include arranging for:

- (i) Additional Entries for Business Customers in Classified Directories;
- (ii) advertising in Directories; or
- (iii) listing of the Access Seeker's service numbers in Directories.

The Access Seeker or the Access Seeker Customer is required to arrange those entries directly with the Directory Publisher.

### **3.3 Appointment as agents**

The Access Seeker acknowledges that Batelco does not publish the Directories. Batelco will act as the Licensed Operator's agent to arrange that the Directory Publisher publishes:

- (a) a Free Entry in the relevant Standard Directory for each Access Seeker Customer;
- (b) a Free Entry in the relevant Classified Directory for each Access Seeker Customer who is a Business Customer;
- (c) an Additional Entry in a Standard Directory requested by a Access Seeker Fixed Customer, including to list that customer's Access Seeker Mobile Number;
- (d) an Additional Entry in a Standard Directory comprising the Mobile Number of an Access Seeker Mobile Customer if that customer is directly connected to a PSTN and has a PSTN Number entry in the relevant Standard Directory; and
- (e) other Directory entries as agreed from time to time between the parties.

### **3.4 Access Seeker's Obligations**

- (a) The Access Seeker must supply to Batelco the Free Entry Information in respect of each of its Access Seeker Fixed Customers within 24 hours after the Licensed Operator connects that Access Seeker Fixed Customer to its PSTN.
- (b) If an Access Seeker Customer wishes an Additional Entry in a Standard Directory, the Access Seeker must provide Batelco with the Additional Entry information in accordance with the Directories Data Procedures.
- (c) The Access Seeker must ensure that any Directory Information supplied to Batelco for the Directory Publisher to publish is accurate, complete and up-to-date.
- (d) The Access Seeker must supply Directory Information to Batelco in an electronic form suitable for immediate down-loading to Batelco's computer database and immediate transfer to the Directory Publisher's computer database used for publishing Directories, as specified in the Directories Data Procedures. Final submission of Directory Information must be made to the Directories publisher by the relevant print deadline indicated in the Directories Data Procedures.

- (e) Without limiting any other right or remedy, the Access Seeker must pay Batelco any additional direct cost incurred by Batelco arising from the Licensed Access Seeker providing Directory Information in a form other than the form required under sub-paragraph (d).
- (f) Within 24 hours after the Access Seeker becomes aware of any change in the Directory Information previously provided in respect of a Access Seeker Customer, including as the result of the termination of the relevant service provided to the Access Seeker Customer, the Licensed Operator must notify Batelco of that change, in the same form as required under sub-paragraph (d).
- (g) The Access Seeker must obtain necessary consents and comply with all privacy and data protection requirements to allow provision of the Directory Information to Batelco and to the Directory Publisher.

### **3.5 Batelco's obligations**

- (a) Batelco must use reasonable endeavours to procure that the Directory Publisher:
  - (b) publishes Directories which include the Directory Information provided by the Access Seeker to Batelco which complies with the Directory Listings Policy and the Directories Data Procedures; and
  - (c) distributes Directories to Access Seeker Fixed Customers of the Access Seeker on the same basis as the Directory Publisher distributes Directories to similarly situated Batelco Customers; and
- (d) Batelco must use reasonable endeavours to ensure that:
  - (e) in the preparation, production, publication or distribution of Directories, the Directory Publisher does not discriminate between customers for the reason that a customer has chosen or may choose to deal with a particular public telecommunications operator; and
  - (f) Batelco does not discriminate between Batelco customers and Access Seeker Customers in the provision of Directory Information to the Directory Publisher and in the use of Directory Information in providing its own Directory Assistance Service and Emergency Services.

### **3.6 Use of Directory Information**

- (a) Batelco must:
  - (i) use reasonable endeavours to procure that the Directory Publisher only uses Directory Information supplied by the Access Seeker for or in connection with the production of Directories; and

- (ii) use the Directory Information supplied by the Access Seeker only for and in connection with Batelco's role as agent to pass that Directory Information (together with Batelco's own information) to the Directory Publisher and for Batelco's provision of Directory Assistance Services (subject to paragraph 3.8) and Emergency Services.
- (b) Without limiting sub-paragraph (a), Batelco or the Directory Publisher may use Directory Information to contact any Access Seeker Customer to verify the accuracy of the Directory Information for that customer (including to verify an Unlisted Number). Batelco must comply with, and Batelco must use reasonable endeavours to ensure that the Directory Publisher complies with, customer contact principles agreed from time to time by Batelco and the Licensed Operator.
- (c) Nothing in this paragraph 3.6, prevents Batelco or the Directory Publisher from obtaining and using for any purpose, information relating to an Access Seeker Customer if that information is obtained from a source other than the Licensed Operator.

### **3.7 Agency fee and Charges**

- (a) Subject to paragraphs 3.7 (b) and (c), the Licensed Operator is not required to pay Batelco any charges for provision of the Directory Listing Service.
- (b) In consideration for Batelco acting as the agent of the Access Seeker in accordance with this Service Description, the Access Seeker assigns Batelco any fees or commission payable by the Directory Publisher in respect of the Directory Information provided by the Access Seeker through Batelco which is used by the Directory Publisher.
- (c) The Licensed Operator will be responsible for billing to and collecting from Access Seeker Customers charges for Additional Entries in Standard Directories. Those charges are set by the Directory Publisher and invoiced to Batelco. Batelco, in turn, will on-charge the Access Seeker any charges for Additional Entries in respect of Access Seeker Customers and the Access Seeker shall pay those charges in accordance with the Billing and Collection procedures set out in Schedule 4. The Access Seeker shall be responsible for any bad debt in respect of those Additional Entry charges.

### **3.8 Unlisted Numbers**

- (a) Within 24 hours after the Licensed Operator becomes aware that an Access Seeker Fixed Customer has requested an Unlisted Number, the Licensed Operator must notify Batelco in accordance with the Directories Data Procedures.

- (b) The Licensed Operator indemnifies Batelco from and against any action, proceeding, suit, claim, demand, damage, cost, expense or charge taken or made against or incurred by Batelco, either directly or indirectly, and arising from or in respect of any failure by the Licensed Operator to notify Batelco of an Unlisted Number in accordance with sub-paragraph (a) or incorrectly notifying Batelco that a number is not an Unlisted Number, and without limitation any liability arising from the publication by the Directory Publisher in a Directory of the Unlisted Number.

### **3.9 Limitation of liability**

- (a) The Licensed Operator has no cause of action against or right to claim or recover from Batelco or the Directory Publisher for or in respect of any loss or damage of any kind caused directly or indirectly by the production, publication or distribution of a Directory, or caused directly or indirectly by any default or negligence on the part of Batelco or of any employee, contractor or agent of Batelco in connection with any Directory.
- (b) Without limiting paragraph 3.9(a), neither Batelco nor the Directory Publisher has any liability to the Access Seeker or any third party if:
  - (i) any household, business or other premises does not receive a Directory or receives an incorrect, incomplete, damaged, or poor quality Directory; or
  - (ii) any Directory is not supplied in a timely manner.
- (c) Without limiting paragraph 3.9(a), Batelco has no liability to the Licensed Operator or any third party in respect of anything done by the Directory Publisher as described in paragraph 3.11.
- (d) The Access Seeker indemnifies Batelco against any cost, expense, loss or liability (including reasonable attorney's costs) to the Directory Publisher, an Access Seeker Customer or any third party arising from:
  - (i) the Access Seeker's failure to request an entry in a Directory;
  - (ii) the Access Seeker's provision of inaccurate or incomplete Directory Information; or
  - (iii) the late provision of Directory Information.

### **3.10 Intellectual property**

- (a) The Access Seeker acknowledges and agrees that all copyright, whether present or future, in Directories published or to be published by the Directory Publisher has vested and will vest in the Directory Publisher, and that nothing in this schedule will convey to the Access Seeker any right title or interest in or to any copyright in the Directories.

- (b) The Directory Publisher is entitled to take any step to notify persons of their rights in the copyright in the Directories and to protect and enforce their rights in that copyright.
- (c) The Access Seeker grants to each of Batelco and the Directory Publisher a non-exclusive licence to use Directory Information supplied by the Licensed Operator for the purposes set out in this Service Description.
- (d) The Access Seeker acknowledges that the Directory Publisher is entitled to use any trade mark, name or logo (whether registered or not) on or in respect of any Directory that it publishes from time to time.
- (e) Batelco must use reasonable endeavours to procure that the Directory Publisher states clearly within each Directory that the Directory contains the numbers of customers of Batelco and the Access Seeker.

### **3.11 Rights of the Directory Publisher in relation to Directories**

- (a) The Access Seeker acknowledges that the Directory Publisher may at any time:
  - (i) alter the format, get-up title or cover in any way;
  - (ii) defer, cancel, cease or suspend issue or publication;
  - (iii) alter the frequency of the relevant issue or publication;
  - (iv) alter the form, style, presentation or mode of issue;
  - (v) alter the contents;
  - (vi) alter the geographic area covered by a Alphabetical Directory;
  - (vii) alter the dates of issue to the public;
  - (viii) alter the customer's entry in a Directory;
  - (ix) recall a Directory at any time during or after its distribution to the public;
  - (x) alter the procedures, methods, timing and systems for the printing, binding and distribution of a Directory; and
  - (xi) make any other change in respect of a Directory as it thinks fit.

### **Charges**

The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with Schedule 3 of this Reference Offer.



