

TERMS & CONDITIONS

ETISALCOM'S Terms & Conditions for the SIP Service (Subject to Bahrain telecommunications regulatory authority approval at date of print):

These Terms of Service constitute the agreement ("Agreement") between Etisalcom Bahrain WLL. ("we," "us" or "Etisalcom") and the user ("you," "user" or "Customer") of Etisalcom's communications services and any related products or services ("Service").

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY ITS TERMS AND CONDITIONS.

1. SERVICE TERM

- 1.1. Service Term. Service is offered and paid for on a prepaid basis for a term that begins on the date that Etisalcom activates your Service and ends on the day the account expires ("Service Term").
- 1.2. Prohibited Uses; Unlawful Uses and Inappropriate Conduct. You shall use the Service for lawful purposes. You shall not use the Service in any way that is improper or inappropriate, including in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior.
- 1.3. Copyright; Trademark; Unauthorized Usage Copyright; Trademark. The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

2. CHARGES; PAYMENTS; DISCONNECTION

- 2.1. Billing. This service is prepaid and you will have to pay Etisalcom in advance to get the service activated.
- 2.2. Disputes. You must notify us in writing within seven (7) days after receiving your statement from your bank or credit card issuer if you dispute any Etisalcom charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:
Customer Care Billing Department
Etisalcom
P. O. Box 11100
Or ccgroup@etisalcom.com
- 2.3. No Refunds for Prepaid Service Plan Customers. We will not refund any Service Fees or any other amounts paid in connection with any prepaid Service plans including the remaining credit associated with the account after expiry.
- 2.4. Termination notice Etisalcom will terminate the account if the expiry date is elapsed and the account is not topped up prior to the expiry date.

3. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

- 3.1. Limitation of Liability. We will not be liable for any delay or failure to provide the Service, including emergency Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:
 - an act or omission of an underlying carrier, service provider, vendor or other third party;
 - equipment, network or facility failure;
 - equipment, network or facility upgrade or modification;
 - force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
 - equipment, network or facility shortage;
 - equipment or facility relocation;
 - service, equipment, network or facility failure caused by the loss of power to you;
 - outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
 - any act or omission by you or any person using the Service provided to you; or
 - any other cause that is beyond our control, including, without limitation, a failure or defect, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, emergency Dialing) to be connected or completed, or forwarded.Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.
- 3.2. Disclaimer of Liability for Damages: IN NO EVENT WILL ETISALCOM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE EMERGENCY DIALING SERVICE OR TO OBTAIN EMERGENCY HELP.
- 3.3. Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others.

4. MISCELLANEOUS

- 4.1. Governing Law. The law of the Kingdom of Bahrain shall govern this Agreement as well as the relationship between you and us.
- 4.2. Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Etisalcom and govern the use of the Service by you, members of your household, guests and employees.
This Agreement supersedes any prior agreements related to this service between you and Etisalcom and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.Etisalcom.com. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service.

Acceptance of the contract constitutes agreement to these general terms and conditions