

## 1 Personal Details

Name \_\_\_\_\_

Mobile Number \_\_\_\_\_

CPR No. \_\_\_\_\_

## 2 Type of request

- New Subscription - BD5
- Change of Package - BD5
- Cancellation

## 3 Type of solution

- BIS (BlackBerry Internet Solution)**  
- Ex POP3/IMAP
- BES (BlackBerry Enterprise Solution)**  
- Enterprise email with server

## 4 SMS Alerts

Receive SMS alerts to your mobile phone according to your preferences and tastes.

### Preferred Language

- Arabic  English

### Category

- News - Briefed on the latest local and international political, IT and business news.
- Sport - Be the first to get the latest local and international sport news.
- Cinema - Find out what is new in The big screen cinema guide, cinema schedule and news.
- Entertainment - Get the hottest entertainment news, jokes and celebrity gossip.

Enjoy a week of free subscription

## For Batelco Use Only

Staff Code \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Retail Shop \_\_\_\_\_

## 5 Package

Packages	Monthly Rental	Monthly Free BB Data	Monthly Free Voice	Monthly Free SMS	Free Device
<input type="checkbox"/> BlackBerry 100 MB	BD8	100MB			
<input type="checkbox"/> BlackBerry Unlimited	BD11	Unlimited		100	
<input type="checkbox"/> Super BlackBerry	BD15	200MB	70	100	Bold 9700
<input type="checkbox"/> Super BlackBerry II	BD18	200MB	260	30	Bold 9700

(Above threshold usage will be charged at 12 fils/MB)  
(Threshold apply locally, roaming usage is charged as per the GPRS Roaming Charges)

- \*Unlimited BlackBerry data locally only  
\*Free 5 MB Roaming in Saudi Arabia Mobily Network  
\*Terms and conditions apply

Fair usage policy applies (FUP) - Extra 1Mb - 12 fils, Extra SMS 25 fils  
Threshold (Free Data) apply locally.

## 6 Handset Subsidy Options

- 1 Year
- 2 Years
- 3 Years

## 7 Agreement

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

Customer Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



Batelco existing Postpaid and Freedata subscriber terms and conditions.

### Freedata terms & conditions Interpretation

1. In this Agreement: "D2 Agreement" "D3" means the contract between BAHRAIN TELECOMMUNICATIONS COMPANY B.S.C. (Batelco) Building 1095, Road 1425, Al Hamala 1014, PO Box 14, the Kingdom of Bahrain and the Customer for the provision of Mobile Postpaid Services, comprising together the Application Form and these Terms and Conditions;

"D2 Application Form" "D3" means the application form requesting the Service which has been signed by the Customer, a copy of which is annexed hereto;

"D2Batelco Customer Service Centres" "D3" means Batelco centres located at various locations in Bahrain where Customers are provided with Batelco services. "D2 Bill" "D3" means a periodic statement of account issued by Batelco to the Customer.

"D2Charges" "D3" means the sums payable to Batelco by the Customer pursuant to this Agreement; "D2Customer" "D3" means the Batelco customer identified in the Application Form and who forms the other party to this Agreement; "D2Equipment" "D3" means the equipment (including any software) provided to the Customer by Batelco for the provision of the Service, including, but not limited to Subscriber Identity Module (SIM) Cards.

"D2Intellectual Property Rights" "D3" means copyrights (including rights in computer software), patents, trade and service marks, trade and business names (including Internet domain names), design rights, database rights, semiconductor 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;

"D2International Roaming" "D3" means a value added facility to the Service whereby the Customer is able to use the Service whilst overseas in certain countries and cities with which Batelco has roaming agreements.

"D2Service" "D3" means the service(s) or the pager service, specified in the Application Form to be provided by Batelco to the Customer pursuant to this Agreement, further details of which can be found in promotional literature available at Batelco "D5s Customer Service Centres";

2. Commencement and duration of Agreement

2.1 This Agreement commences on the date that the Application Form is signed by duly authorised representatives of Batelco and the Customer. The duration of this Agreement will be until the valid termination of this Agreement by either party in accordance with clauses 8 and 9.

3. Rights and obligations

3.1 The Customer agrees to pay the Charges and Batelco agrees to provide the Service in accordance with the terms of this Agreement. All Charges shall be paid directly to Batelco within the date specified on the Customer "D5s Bill" issued by Batelco.

3.2 In the event the Customer "D5s" payment is overdue and not paid on the payment date specified on the Customer "D5s" Bill, Batelco has the right to suspend or terminate any part or all of the Service.

3.3 Batelco may suspend or terminate the Service in the event the Customer incurs outstanding unpaid charges for other services provided to the Customer by Batelco.

3.4 International Roaming may be provided as part of the Service with various packages subject to availability and specific agreement with the overseas network provider. Charges for such calls are determined by the overseas network provider although they will appear on the Customer "D5s" Bill issued by Batelco. Additional charges may also be applied. The Customer is obliged to pay all such charges whenever the Customer uses the International Roaming facility, irrespective of the caller being the Customer or a third party. Information regarding charges applied by overseas network providers may be obtained from any Batelco Customer Sales and Service Centres.

3.5 Batelco may, from time to time, at its sole discretion:

3.5.1 change the technical specification of the Service, provided that any changes do

not materially affect the substance or the performance of the Service; or

3.5.2 suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency.

3.6 Batelco shall endeavor, before exercising any of its rights under sub-clause 3.5, to give the Customer as much advance notice as is reasonably possible (approximately seven (7) days for non-emergency situations).

3.7 The Customer acknowledges that it is not possible for Batelco to guarantee fault-free Service, particularly given Service quality will be affected by the quality of interconnecting operator networks. Where a fault or defect occurs which is not due to an act or default of the Customer and is within Batelco "D5s" network, Batelco will use all reasonable endeavors to repair any such faults.

3.8 The Customer undertakes to provide all such information and assistance as Batelco may reasonably require in.

3.9 Batelco will allocate a number for the Customer "D5s" use, however, the Customer does not have any ownership rights in that number. Batelco reserves the right to change an allocated Customer number for technical, operational or regulatory reasons at any time with notice.

4. Equipment

4.1 The Customer agrees that any Equipment supplied to the Customer by Batelco (if any) will remain the property of Batelco (unless otherwise notified by Batelco in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Batelco and/or the manufacturer of the Equipment, and the Customer will not add, modify or in any way interfere with it nor allow any other persons to do so or attempt to lease, sell or otherwise encumber the Equipment.

4.2 The Equipment will be the Customer "D5s" sole responsibility. The Customer is advised to notify Batelco of any loss, destruction or theft of Equipment immediately upon becoming aware of such event. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Equipment until the Customer notifies Batelco, at which time the Service may be suspended by Batelco. Lost, damaged or stolen Equipment may be replaced at the Customer "D5s" request at a charge to be specified by Batelco.

5. Use of the Service

5.1 The Customer will not use the Service:

5.1.1 in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer "D5s" knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Batelco or any third party;

5.1.2 in connection with (without prejudice to the generality of sub-clause 5.1.1 above) the carrying out of a fraud or criminal offence against Batelco or any other party; or

5.1.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or hatred, or which comprises of a virus or other code liable to cause loss or damage; or

5.1.4 to send or procure the sending of any unsolicited advertising or promotional material; or

5.1.5 in a way that in Batelco "D5s" reasonable opinion could have a materially detrimental effect on Batelco "D5s" business (including the Service).

5.1.6 or allow the Service to be used, modified or adapted to transmit voice or data on public telecommunications system of either Batelco or any other third party telecommunication provider.

5.2 Batelco shall have the right to enforce the obligations set out in sub-clauses 5.1.1 to 5.1.6 inclusive by suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

6. Liability and indemnity

6.1 Batelco shall not be liable to the Customer in any event for consequential, indirect or special damages or for loss of profit, and shall not otherwise be liable to the Customer except in the case of negligence or wilful default of Batelco, its officers and employees. If Batelco shall be held liable to the Customer, its liability shall be limited to an amount equal to the Charges payable for the Service for the twelve (12) month period from 1 January to 31

December of the year in which the cause of action giving rise to the liability arose.

6.2 The Customer will indemnify and defend Batelco against all claims and proceedings whatsoever and howsoever (whether actual or threatened) arising out of Batelco "D5s" performance of its obligations under this Agreement and the Customer "D5s" use of the Service so long as Batelco acts in good faith and in the absence of negligence or willful default on the part of Batelco, its officers or employees.

6.3 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of, fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

7. Events beyond Batelco "D5s" Reasonable Control

7.1 Batelco shall not be liable to the Customer if it is unable to perform any obligation or provide the Services because of any factor outside Batelco "D5s" reasonable control, including (but not limited to) act of God, fire, extreme weather conditions, industrial action, default or failure of a third party, war, act of government or state, terrorist acts, civil commotion, insurrection or embargo.

8. Termination

8.1 The Customer may terminate this Agreement and provision of the Service at any time on one (1) day "D5s" written notice to the other party. In the event of termination, cancellation, or move to another package, or default on payment before the end of a fixed Agreement term, the Customer shall be liable to pay an early cancellation fee as identified in promotional literature available at Batelco "D5s" Customer Sales and Service Centres.

8.2 In the event the Customer has any outstanding bill for any other Batelco mobile service purchased from Batelco on credit, Batelco has the right upon giving the Customer not less than seven (7) days notice to terminate this Service or any other mobile service provided to the Customer by Batelco.

8.3 Upon termination of this Agreement all charges due by the Customer to Batelco shall be payable immediately.

8.4 Without prejudice to its other rights of termination under this Agreement, Batelco may terminate this Agreement at any time upon providing at least one (1) month "D5s" prior notice, except that in the case of the package with the fixed Agreement term, notice of termination may not be issued until one (1) month prior to the expiry of the one (1) year term.

9. Breach

9.1 Batelco may terminate this Agreement immediately on written notice, if the Customer:

9.1.1 commits a material breach of this Agreement, and fails to remedy such breach; or

9.1.2 is the subject of a bankruptcy order, or becomes insolvent, or makes an arrangement or composition with or assignment for the benefit of the Customer "D5s" creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over the Customer "D5s" assets.

9.2 If any of the events detailed in sub-clause 9.1 above occur, Batelco may by notice to the Customer (setting out the reasons) suspend the Service or any part of it without prejudice to its right to terminate this Agreement. Where the Service or any part of it is suspended the Customer must pay the Charges until this Agreement is terminated. If the Service is suspended (but not if Batelco suspends part of the Service) for a continuous period of twenty eight (28) days then the Customer may give notice to Batelco to terminate this Agreement.

10. Suspension of Service

10.1 In the event of suspension of the Service by Batelco, all recurring Charges shall continue for the continuation of the Service during the suspension period until the service is restored or terminated. The Customer is obliged to pay all outstanding Charges to Batelco. In the event of voluntary suspension of the Service by the Customer, the Customer may request to retain (subject to approval) the allocated mobile telephone number, however the Customer shall be obliged to pay all incurred Charges for this period.

11. Changes

11.1 Batelco may vary its terms of Agreement,

however, the Customer may terminate the Agreement on one (1) day "D5s" written notice if Batelco "D5s" variations have resulted in excessive increases in the Charges or changes that materially alter the Customer "D5s" rights under this Agreement to the Customer "D5s" detriment, except where the variation has been imposed upon Batelco as a direct result of legislative changes, government regulation or licence changes.

12. Notices

12.1 Any notice to be given by the Customer to Batelco shall only be effective through in writing and delivered to Batelco Customer Service Centres, Kingdom of Bahrain.

12.2 Any notice to be given by Batelco to the Customer shall be effective if through media communication or in writing and delivered to the address or sent to any relevant facsimile number for that party set out in the Application Form.

13. Miscellaneous

13.1 Batelco may assign, novate or sub-contract any of its rights or obligations under this Agreement. The Customer shall not be entitled to assign, novate, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement (unless otherwise agreed with Batelco in writing).

13.2 Save as expressly provided under this Agreement all other warranties whether express or implied are hereby excluded to the fullest extent permissible by law and this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements.

13.3 The Customer hereby represents and warrants to Batelco that the Customer has full power to enter into this Agreement and that all information supplied by the Customer to Batelco and/or entered onto the Application Form is true, accurate and complete in all respects.

13.4 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Batelco can replace any provision that is not legally effective with a provision that is effective.

13.5 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following Application of priority shall apply: these Terms and Conditions; the Application Form;

14. Governing law and jurisdiction

14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to all disputes.

15. Batelco offers Directory Inquiry (188 services) for mobile customers at a charge of 160 fils per call.

### Handset/Subsidy

Handset Discounting Scheme Terms and Conditions.

These terms and conditions add to and vary Batelco's postpaid mobile Customer Terms and Conditions (the Postpaid Terms).

- 16. The Handset is provided on a one-off payment to customers.
  - 17. The Customer shall pay the fully discounted price of the Handset upon subscription to this offer.
  - 18. If Customer chooses outright payment option, title ownership of the handset will be transferred to the Customer upon payment.
  - 19. The cancellation fee will apply on termination, cancellation, movement to another package, payment default (on this or other Batelco services) or on notice by Batelco. Only complete calendar months should be used.
- "If this Agreement is terminated by either party before the package fixed term expires, the Customer shall pay Batelco the discount amount divided by the corresponding number of months of the package fixed term, multiplied by the total number of complete calendar months remaining in the package fixed term.