

Terms & Conditions

1. Commencement of Agreement

This Agreement commences on the date that the Subscription Form is signed by the Customer and accepted and confirmed in writing by Kalaam via print or e-mail.

2. Service (s)

2.1. Kalaam shall provide to the Customer the inBusiness service (the "Service") which has been indicated on the Subscription Form. The current inBusiness Services available are as listed in the Subscription Form and are subject to these Terms & Conditions printed herewith and mentioned on the Kalaam Website (and as updated by Kalaam from time to time), except where expressly stated otherwise.

2.2. Kalaam cannot guarantee that the Service provided will be free from faults and interruptions which arise from factors which are outside of Kalaam's control, whether as a result of network performance, third party interference or otherwise. The Customer accepts that in some cases that they may not be able to receive the subscribed Service owing to certain technical restrictions that may arise, although Kalaam shall use reasonable endeavours to keep any disruption to the provision of the Services in such circumstances, to a minimum.

3. Service(s) Activation

The Customer can expect the service to be activated as per service activation days and is subject to all start-up requirements being met which are as given in the individual inBusiness Service sheets; and/or in any customized proposal offered to the Customer; and/or on Kalaam website: www.kalaam-telecom.com. In some cases, activation of Service(s) is done within 2 to 3 business days, whereas others may take up to one (1) month or more depending on the service start-up requirements.

4. Service (s) Subscription Period

The Customer agrees to receive Subscribed Voice (Talk) Service, in return for payment of charges for the minimum period set out (if applicable) in the Subscription form and thereafter until the termination of Services as indicated in sub-clause 8.1. For Data (Klik) Services, the minimum periods of subscription is one year, unless otherwise specified in an additional contract or corresponding proposal signed by both parties.

5. Customer's Responsibilities

5.1. Customer Information: The Customer agrees to provide true, accurate, complete and up-to-date information to Kalaam as requested on the Subscription Form, including but not limited to Customer's name, authorized signatory, address, CR or any subsequent reasonable information request made by Kalaam from time to time. Customer agrees to also promptly notify Kalaam of any change in aforesaid Customer information.

5.2. Customer Equipment and Data: The Customer is solely responsible for Customer's Equipment and ensures that: a) it complies with all applicable laws or relevant telecommunication industry standards and meets required specification and is compatible with Third Party Software used by Customer to receive the services and meets customer's need in respect of the use of the Services; and in the case of data services, 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. b) in the particular case of Data (Klik) services, wherein some material available on the Internet may be offensive, illegal or otherwise generally inappropriate, Kalaam cannot be held responsible for all or any of the content, accuracy or quality of information or the resources available, received or transmitted by any party through customer's or other third party's use of the Services, whether or not in accordance with these Terms and Conditions.

5.3. Service Equipment provided by Kalaam: The Customer agrees that any Service Equipment, (whenever applicable) supplied on lease to the Customer by Kalaam will: a) remain the property of Kalaam (unless otherwise notified by Kalaam in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Kalaam and/or the manufacturer of the Equipment, and the Customer will not add to, modify or in any way interfere with it nor allow any other persons to do so. b) be the Customer's sole responsibility to protect from any loss. In the event of any loss, destruction or theft of Service Equipment, the Customer is advised to inform Kalaam in writing, immediately upon becoming aware of such event. In the case of loss or theft of Service Equipment and after the Customer promptly reporting the incident to Kalaam, Kalaam shall immediately disconnect the Service. Any reconnection of the Service shall be made upon written application and approval by the Customer. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Service Equipment or usage of Service until the Customer notifies Kalaam, at which time the Service may be suspended by Kalaam. The lost, damaged or stolen Equipment may be replaced at the Customer's request and may be subject to a replacement charge, that is to be specified by Kalaam, and is applicable if the cause of the damage is determined to be due to the Customer's negligence.

5.4. Use of Services: The Customer will be solely responsible for all access to, and use of, the Services provided by Kalaam, whether or not the service is actually used. If the Customer allows a third party to access the services, the Customer is liable for all activities conducted by such Third Party, included but not limited to the use of landlines, mobiles and the Internet or any other usage whatsoever. The Customer agrees to not use the Service:

- a) 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's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes or may potentially infringe the rights (including intellectual property rights) of Kalaam or any third party;
- b) in connection with (without prejudice to the generality of sub-clause 5.4.(a) above) the or
- c) in the case of Data (Klik) services 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
- d) to promote drug-trafficking, prostitution, money-laundering, terrorism, paedophilia (or any material that is in anyway harmful.)
- e) to send or procure the sending of any unsolicited advertising or promotional material; or in a way that in Kalaam's reasonable opinion could have a materially detrimental effect on Kalaam's business (including the Service).
- f) to resell, re-supply, hire, transfer ownership, assign, trade or otherwise dispose of the Service or make it available to any person on a commercial basis (except in accordance with number portability or carrier re-selection service obligations).
- g) to provide public information services without obtaining the prior formal approval from the relevant government authorities within the Kingdom of Bahrain.
- h) Kalaam shall have the right to enforce the obligations set out in sub-clauses 5.4.(a) to (g) inclusive of suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

5.5. Breach of Services: The Customer shall indemnify, defend and hold Kalaam 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 Kalaam as a result of any breach of this Clause 5 by the Customer, or anyone using the Services with the Customer's permission.

- a) Nothing in this Clause 5 shall prohibit Kalaam or otherwise restrict its rights to commence
- b) Kalaam reserves the right in applicable circumstances arising from a breach of the provisions of this Clause 5 or where otherwise requested, to pass on such of your details to the relevant government authorities as may be appropriate. Furthermore, Kalaam may take

such steps as it sees fit, including but not limited to the modification or deletion of any offending material which the Customer has disseminated using the Services in contravention of these Terms & Conditions, or the suspension or termination of your access to the Services and/or any Data service E-mail Accounts pursuant to these Terms & Conditions, as soon as it becomes aware of the existence of such material. The Customer agrees to provide all necessary assistance to Kalaam as Kalaam may request in order to allow Kalaam to take the steps set out in this clause.

5.6. Services Provisions: The Customer acknowledges that Kalaam may from time to time, at its sole discretion may

- a) change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service; or
- b) suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency.
- c) Kalaam shall endeavour, before exercising any of its rights under sub-clause 5.6. (a) and (b), to give the Customer as much advance notice as is reasonably possible (approximately 24 hours for non-emergency situations).
- d) The Customer acknowledges that it is not possible for Kalaam to guarantee faultfree 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 Kalaam's network, Kalaam will use all reasonable endeavours to repair any such faults.

6. Kalaam's Rights

6.1. Kalaam has no obligation to monitor the Customer's use of Talk (Voice) or Klik (Data) Services, nor to retain the content of any user session or any records of such. However, Kalaam 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.

6.2. Kalaam may retain Customer's personal data provided pursuant to this clause or otherwise in accordance with these Terms & Conditions, and the Customer authorizes Kalaam to use such personal data in order to:

- a) Provide the Services;
 - b) Maintain a record for a period of time as required by law, following termination of these Terms & Conditions pursuant to Clause 11 or otherwise; and
 - c) Otherwise disclose or use such data in compliance with Kalaam's legal obligations in respect of the same.
- 6.3. The Customer understands that all rights, titles and interests (including all Intellectual Property Rights) in the Services remain vested in Kalaam (and/or its suppliers where applicable) and nothing in these Terms & Conditions shall operate as a transfer or license to the Customer of the same. The Customer agrees not to do anything to limit, interfere with, or otherwise jeopardize in any manner such rights, title and interest.

7. Liability and Indemnity

7.1. Kalaam 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 Kalaam, its officers, employees, affiliates or subcontractors. If Kalaam shall be held liable to the Customer, its liability shall be limited to an amount equal to the Charges payable for the Service for six (6) months.

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

7.3. 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;

7.4. Events beyond Kalaam Reasonable Control: Kalaam shall not be liable to the Customer if it is unable to perform any obligation or provide the Services because of any factor outside Kalaam's 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.a) Subject to the Customer's having fulfilled any applicable minimum subscription period applicable to a Service, (see Clause 4) as specified in the Subscription Form and/or any customized proposal offered to the Customer, the Customer may terminate these Terms and Conditions and bring this contract to an end by giving, following the expiry, prior written notice of seven (7) calendar days to Kalaam. Upon termination of these Terms & Conditions, all Charges which are due from the Customer become immediately due and payable and the provisions of sub-clause 8.2 (a) shall continue to apply. b) Kalaam may terminate these Terms & Conditions and the provision of the Services by either: i) giving the Customer thirty (30) calendar days prior written notice; or ii) with immediate effect in any of the following circumstances:

(a) where the Customer receives a Service for which Customer does not pay the Charges within the time frame set out in the Customer's Bill(s) On termination, the Customer will be provided with a grace period of Seven (7) days to pay any outstanding for the Service to which the Charges relate; or

(b) the Customer breaches a material term or 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 5; or

(c) Customer breaches any other term or condition set out in these Terms & Conditions apart from those set out at clause 8.1.b.ii.(a) and (b) aforementioned and does not rectify the breach within seven (7) calendar days of such breach, being notified to the Customer, by coming to the attention of Kalaam; or

(d) Customer becomes insolvent or bankrupt or are otherwise deemed unable to pay their debts as and when they fall due; or (e) Kalaam has reason to believe that the Customer has not provided true, accurate and complete information as required at the time of application for the Services.

8.2.a) Events Following Termination: Immediately after the termination of these Terms & Conditions for whatever reason, the following shall apply:

i) Kalaam will immediately terminate your access to the Services;

ii) if Customer has retained any Service Equipment which they use or have used in connection with the Services or otherwise, Customer must immediately return this to Kalaam in complete and good working order, unless Kalaam provides its express prior written consent to the contrary;

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

8.2.b) None of the rights which either Kalaam or Customer has accrued as a result of these Terms & Conditions prior to the date of termination shall be lost or otherwise affected following termination.

9. Suspension of Service

9.1. Kalaam may, at its sole discretion, suspend the Services that are provided to the Customer instead of terminating this contract in accordance with clause 8.1 (b) above, wherein there is a breach that entitles Kalaam to terminate this contract. Kalaam shall decide the duration of such suspension.

9.2. Kalaam may also suspend the Services with immediate effect where: a) it is necessary in order to carry out any maintenance or repair to the Services or otherwise; or b) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Kalaam to suspend the Services for whatever reason; or c) Kalaam have good reason to suspect that you are in breach of any of these Terms & Conditions.

9.3. Kalaam 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.

10. Charges, Billing and Payment

10.1 The Charges for the Services shall be based on tariffs and rates as published by Kalaam on their website and any amendments which may be introduced by Kalaam 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 the Customer requires or is subscribing to. Any revisions to the Charges will be notified to Customer via e-mail and/or announced in a prior bill, and/or via SMS to the registered numbers and shall also be advertised on Kalaam's website seven (7) days prior to their implementation date.

10.2 Kalaam will provide the Customer with a regular Bill detailing (i) the Charges applying at the time the Services are used and (ii) the total amount due to Kalaam for the provision of the Services in the period to which the Bill relates. The Customer agrees that they will pay these charges to Kalaam promptly and in any event by the payment date printed on the Bill. If that payment becomes overdue, Kalaam may suspend or terminate the Services pursuant to Clause 8.

10.3 Where applicable, the Registration and Setup Fee is payable by the Customer when the Subscription Form is signed.

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

10.5 The Customer agrees that they will remain responsible for all Charges incurred by a third party who accesses their account in order to use the Services, save from the time when the Customer notifies Kalaam that a third party is using the Services through their account without their permission and Kalaam suspends the Services. Notification to Kalaam can either be achieved by calling:16100100 or e-mailing: support@kalaam-telecom.com.

10.6 Payment of all sums due to Kalaam under the Agreement shall be paid by the Customer in full (without any set-off, deductions or withholdings whatsoever) by electronic bank transfer, or such payment modes as may be reasonably specified by Kalaam from time to time. Payment of the Setup Fee shall be made in advance simultaneously with the execution of the Agreement.

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

11. Changes

Kalaam may vary its terms of Agreement by providing seven (7) days written notice to the Customer, and, the Customer may in turn terminate the Agreement by giving seven (7) day's written notice if Kalaam's variations have resulted in excessive increases in the Charges or changes that materially alter the Customer's rights under this Agreement to the Customer's detriment, except where the variation has been imposed upon Kalaam a direct result of legislative changes, government regulation or licence changes.

12. Notices

12.1 Any notice to be given by the Customer to Kalaam shall only be effective through in writing and delivered to Kalaam Customer Care Centre located on 10th Floor, Office 1002, Almoayyed Tower, Seef District, Kingdom of Bahrain. 12.2 Any notice to be given by Kalaam to the Customer shall be effective if through media communication or in writing and delivered to the address or sent to any relevant e-mail address or facsimile number for that party set out in the Subscription Form.

13. Miscellaneous

13.1 Kalaam 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 Kalaam 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 Kalaam that the Customer has full power to enter into this Agreement and that all information supplied by the Customer to Kalaam and/or entered onto the Subscription 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. Kalaam 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 1) these Terms and Conditions; 2) the Subscription Form; 3) Corresponding Proposal whenever applicable.

13.6 Complaints Procedures: The Customer may submit complaints in relation to Kalaam's Business Services or any matter related and that has been mentioned in contract, agreement, signed proposals between Customer and Kalaam Telecom Bahrain, to our Customer Service Centre whose details are provided hereunder. Customers are requested to make their complaints in writing addressed to Kalaam Telecom Customer Care Centre. 10th Floor, Almoayyed Tower, Seef District, P.O.Box 21421, Kingdom of Bahrain. Telephone: 16 100 100. Fax: 1616 8688. Upon receipt of the complaint Kalaam Telecom shall investigate the matter and revert to you within 14 working days and do its best endeavour to resolve any complaint amicably. However, the provisions of this Article do not prejudice your rights under Article 55 and 56 of the Telecommunications law of the Kingdom of Bahrain to refer the matter to the Telecommunications Regulatory Authority (TRA), 60 (sixty) days after submitting such complaint to Kalaam Telecom. Customers can contact the TRA by Telephone No. 17520000 and 17520044 or by P.O. Box 10353, Kingdom of Bahrain

14. General Provisions to Terms and Conditions

14.1 Kalaam reserves the right to amend these Terms & Conditions at any time. If Kalaam does make any amendments to the Terms & Conditions it will inform you of such changes either by posting the changes on its website at www.kalaamtelecom.com; or by other means as Kalaam sees fit. The Customer agrees that their continued use of the Services after any amendments to the Terms and Conditions shall be evidence of their intention to be bound by the Terms and Conditions as amended in accordance with this clause 14.

14.2 These Terms & Conditions together with all documents which are referred to in the Terms & Conditions represent the entire agreement between Kalaam and the Customer and they supersede all prior agreements between the parties.

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

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

14.5 Kalaam will not be responsible for its failure to perform all or any of its duties arising under these Terms & Conditions where any event beyond its reasonable control occurs. Such events include but are not limited to acts of God, fire, acts of terrorism, war, civil commotion, embargo, labor dispute, and prevention from obtaining raw materials, power failure, acts of government or state or failure of third party telecommunications systems which impact upon Kalaam's ability to provide the Services.

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

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

Definition of Terms in this Agreement:

"Agreement" means the contract between Kalaam (Kalaam Telecom Bahrain B.S.C., Office 1002, 10th Floor, Almoayyed Tower, Seef District, PO Box 21421, the Kingdom of Bahrain) and the Customer for the provision of Business Services as listed in the Subscription Form and the respective Data/Voice Service Leaflets for these mentioned Business Services, together with these Terms and Conditions of Service.

"Subscription Form" refers to the Kalaam Telecom's Business Services Subscription Form for Business Customers requesting a service and which has been duly signed by the Customer.

"Kalaam Customer Care Desk" refers to the Kalaam Helpdesk located on 1002, 10th Floor, Almoayyed Tower, Seef District, Kingdom of Bahrain.

"Customer" means the Kalaam customer identified in the Subscription Form and who forms the other party of this Agreement.

"Service" means the service(s), specified in the Subscription Form under InBusiness Services i.e. TalkFixed; TalkMobile; TalkSIP; Talk800; KlikDedicated and KlikNet to be provided by Kalaam to the Customer pursuant to this Agreement;

"Customer Equipment" means the equipment (including any software) provided to the Kalaam by Customer for the provision of the subscribed Service.

"Service Equipment" means the equipment (including any software) provided to the Customer by Kalaam for the provision of the subscribed Service. "Bill" means a periodic statement of account

issued by Kalaam to the Customer.

“Charges” means sums payable to Kalaam Telecom by the Customer pursuant to this Agreement.

“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;