

## I. Common Terms

### 1. Commencement of Agreement

- 1.1. This Agreement shall commence on the date that the Service Order Form is accepted and signed by the Customer and confirmed in writing by Kalaam and shall continue until the last day of the Contract Term unless previously terminated in accordance herewith. The Customer represents that it has the legal capacity and authority to bind itself to the Agreement. In the case of a natural person, the Customer warrants that they are of sound mind and have attained the age of majority. By accepting, the Customer further warrants that they have read and agree to the provisions of this Agreement.
- 1.2. In the event of any conflict between the Common Terms and the Specific Terms, the Specific Terms shall prevail.

### 2. Renewal of Contract

- 2.1. The Contract shall be valid during the Contract Term and shall be automatically renewed for a further term on its expiry unless either Party provides at least three (3) months' notice prior to its expiry of its intention not to renew the Agreement. The Agreement may be terminated in accordance with Clause 11 (Termination).
- 2.2. The Contract Term shall be either a twelve (12) month or twenty-four (24) month period, as subscribed for by the Customer.

### 3. Service(s)

- 3.1. Kalaam shall provide to the Customer the Service as indicated on the Proposal and Service Order Form. The Service is subject to these General Terms, except where expressly stated otherwise.
- 3.2. This Agreement applies to Bundled Packages only. Where any one or more Service(s) in the subscribed Bundled Package cannot be delivered for any reason whatsoever in accordance with this Agreement, the subscription shall void.
- 3.3. All add-ons to the Bundled Packages may only be purchased by the Customer together with the Bundled Package.
- 3.4. 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 will undertake to restore the Service to mitigate the impact of a Service disruption. The restoration will be provided to the Customer free of charge should the interruption occur as a result of any maintenance services to Kalaam's network or as a result of a fault in Kalaam's equipment and/or infrastructure.
- 3.5. Kalaam mobile app: Customer has accepted the Kalaam End User License Agreement (EULA) mentioned when downloading the app from Google Play Store or Apple Store. EULA is also available on [www.kalaam-telecom.com](http://www.kalaam-telecom.com).

- 3.6. The Customer hereby accepts the EULA of each supplier whose services are provided to the Customer as part of the subscribed services under the Bundled Package as provided in the Specific Terms.

#### **4. Service(s) Activation**

- 4.1. The Customer can expect installation, configuration, testing, commissioning and service activation as per Service Activation days mentioned in the Proposal. Service activation is subject to all start-up requirements being met as specified in this Agreement.
- 4.2. Service activation is subject to the availability of ADSL service in the Customer's area of business and an active telephone line in a working condition. Service activation may generally take up to 2 weeks.
- 4.3. Where any Service, or part of a service subscribed for by the Customer under a Bundled Package, cannot be delivered for any reason whatsoever, the subscribed package and this Agreement shall be deemed null and void.
- 4.4. The Service activation shall process shall commence after the Customer has signed the Service Order Form, and has provided the KYC Documents. Where any person other than the Customer (in the case of a natural person) or its authorized signatory (in the case of a legal entity) as registered on its commercial registration, the Customer shall be required to provide the following: (1) a valid authorization letter signed by the authorized signatory registered on the commercial registration of the Customer granting the signatory of the Service Order Form authority to sign such documentation on behalf of the Customer; or (2) an authority matrix of the Customer, signed by its authorized signatory as registered on its commercial registration, granting the signatory of the Service Order Form the authority to sign such documentation on behalf of the Customer.
- 4.5. The Customer shall be required to pay any applicable non-recurring charge (i.e. the registration or setup fee) in advance, prior to the service installation, activation and delivery.

#### **5. Installation of the Service**

- 5.1. Service delivery timeline commences after the Service Order Form and KYC Documents are received, verified and accepted by Kalaam. The Customer shall receive an "Order Acceptance" email setting out the order number after the order has been accepted, further to which, Kalaam's delivery team shall liaise with the Customer to arrange for service delivery.

#### **6. Customer's Responsibilities**

- 6.1. Customer Information: The Customer warrants and agrees to provide true, accurate, complete and up-to-date information to Kalaam as requested on the Service Order Form, including but not limited to Customer's name, authorized signatory, address, commercial registration, KYC Documents, or any subsequent reasonable information request made by Kalaam from time to time. Customer agrees to also promptly notify Kalaam of any change to the aforesaid Customer information.
- 6.2. 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 any third-party hardware or 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 obligation shall include but not be limited to remedying 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 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 the Customer's or other third-party's use of the Services, whether or not in accordance with this Agreement.

6.3. Customer agrees that neither Kalaam nor its vendors, suppliers or licensors shall be responsible for any damages resulting from any act or omission by a third party that is beyond Kalaam's control or as a result of the Customer's acts/omissions, including: (i) providing or failing to provide Services as a result of deficiencies or problems with a device or network coverage (for example, dropped, blocked, interrupted calls/messages, etc.); (ii) traffic or other accidents, or any health-related claims relating to Kalaam's Services; (iii) data content or information accessed while using Kalaam's Services (e.g. hacking); (iv) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 999; (v) interrupted, failed, or inaccurate location information services, (vi) information or communication that is blocked by a spam filter.

6.4. The Customer further agrees that neither Kalaam nor its vendors, suppliers or licensors shall be responsible for any damages resulting from a Force Majeure Event.

6.5. 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 stated 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 or damage. In the event of any loss, damage, destruction or theft of Service Equipment, the Customer shall immediately inform Kalaam in writing, in which case, Kalaam shall immediately disconnect the Service if deemed necessary by Kalaam. Any reconnection of the Service shall be made upon written application by the Customer and approval of Kalaam. The Customer shall remain liable to pay all Charges (including call charges if any) 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 Customer shall reimburse Kalaam with the cost of the lost, damaged, or stolen Service Equipment if the cause of the same is determined to be due to the Customer's mishandling or negligence. The Service Equipment may be replaced at the Customer's request and may be subject to a replacement charge that is to be specified by Kalaam.

- (c) The Customer agrees that any Service Equipment, (e.g. customer premises equipment (CPE), whenever applicable) supplied on lease to the Customer by Kalaam will be disconnected during times of a power outage, which will cause the voice and data features of the CPE to be interrupted. Kalaam cannot be held responsible for any electricity or power outages that interrupt the voice and data service obtained from Kalaam. In case of power outage at the Customer's office premises where a broadband service with voice service has been installed, the Customer will not be able to make or receive phone calls

or access data services through the supplied CPE. Therefore, the Customer will be required to revert to make and receive phone calls through its alternate service provider's land line and will be billable by such service provider, as per the applicable rates of the service provider at the time of the Kalaam service disconnection. Kalaam will not be responsible for calls placed and charged through your landline in this instance or for any data loss incurred during the power outage.

6.6. Use of Services: The Customer will be solely responsible for all access to, and use of, the Services provided by Kalaam. If the Customer allows a third party to access the Services, the Customer is liable for all activities conducted by such party, included but not limited to the use of landlines, mobiles and the internet or any other usage whatsoever. The Customer agrees that it shall not use the Service:

- (a) in a way which does not comply with the terms of any laws or any license 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 6.6 (a) above) the carrying out of a fraud or criminal offence against Kalaam or any other party;
- (c) to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, in breach of copyright, confidentiality, privacy or any other rights, liable to incite racial disharmony or hatred, or which comprises of a virus or other code liable to cause loss or damage;
- (d) to promote drug-trafficking, prostitution, money-laundering, terrorism, pedophilia (or any material that is in anyway harmful);
- (e) to send or procure the sending of any unsolicited advertising or promotional material;
- (f) in a way that in Kalaam's reasonable opinion could have a materially detrimental effect on Kalaam's business (including the Service);
- (g) to resell, re-supply, license, hire, transfer ownership, assign, trade or otherwise dispose of the Service, in whole or in part, or make it available to any person on a commercial basis;  
or
- (h) to provide public information services without obtaining the prior formal approval from the relevant government authorities within the Kingdom of Bahrain;

Kalaam shall have the right to enforce the obligations set out in sub-Clauses (a) to (h) above, including by way of suspending or terminating the Service without notice.

6.7. 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 6. The Customer agrees that:

- (a) nothing in this Clause 6 shall prohibit Kalaam or otherwise restrict its rights to commence legal proceedings against the Customer for enforcement of all or any part of this Clause 5;

- (b) Kalaam reserves the right in applicable circumstances arising from a breach of the provisions of this Clause 6 or where otherwise requested, to pass on such details to the relevant 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 resulting from the use of the Services in contravention of the terms of this Agreement, or the suspension or termination of Customer's access to the Services, as soon as it becomes aware of the existence of such offending material. The Customer agrees to provide all necessary assistance to Kalaam, as requested, in order to allow Kalaam to take the steps set out in this Clause; and
- (c) this Clause 6 shall not apply in any case where any cost, loss, claim, damage and/or expense (including without limitation legal costs) is suffered by Kalaam as a result of its own gross negligence, misconduct or fraudulent misrepresentation.

6.8. Services Provisions: Kalaam may from time to time, after providing reasonable notice to the Customer in non-emergency situations:

- 6.8.1. change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service; or
- 6.8.2. suspend the Service for operational reasons (such as planned maintenance or Service upgrades) or because of external factors.

Kalaam shall endeavor, before exercising any of its rights under sub-Clauses 6.8.1 and 6.8.2, to give the Customer as much advance notice as is reasonably possible (at least 24 hours for non-emergency situations).

6.9. Customer Data Responsibility: In the event of services which entails hosting, cloud and storage of data, Kalaam is not privy to the Customer or their end-users' data stored, including its content, quantity, value, or usage. Such Customer Data remains the sole property of the Customer, who is exclusively responsible for:

- (a) Assessing the Services' appropriateness for the Customer Data managed or processed by the Customer or their end-users;
- (b) Ensuring that the Services are used securely and appropriately by authorized users, taking reasonable precautions against unauthorized access,
- (c) Implementing all reasonable measures to mitigate risks involved in transmitting, storing, and managing Customer Data, including encryption and access control,
- (d) Promptly notifying Kalaam about any unauthorized Service use or security breaches and cooperating with Kalaam's security investigations.

6.10. Data Management:

- (a) Data Backup: The Customer must maintain an up-to-date copy of their data and program out of Kalaam systems. If using Kalaam's Cloud Backup Services, it is the Customer's duty to execute, test restores, and monitor data integrity.
- (b) If specified under the availed service and/or proposal, Kalaam will employ reasonable technical and organizational security measures to protect Customer data against loss, alteration, or unauthorized access.

## 7. Service Fair Usage Policy

- 7.1. By accepting these General Terms, the Customer is bound by Fair Usage Policy for telephony and broadband. Fair Usage Police is a set of measures to limit or control the Customer's data traffic in a given time frame when it is deemed excessive or unreasonable. It can be by stopping the data service or by downgrading the data throughput speed set out in the Proposal and/or Service Order Form.
- 7.2. Kalaam shall have the right to manage the traffic and amend the Fair Usage Policy at any time. If Kalaam applies a material change to the Fair Usage Policy, the Customer has the right to terminate the Service without additional charges; in such scenario, the Customer shall remain liable to pay the amounts accrued up to the termination date.

## 8. Data Privacy

- 8.1. Kalaam may retain Customer's personal information provided pursuant to this Clause or otherwise in accordance with the terms of the Agreement, and Kalaam's Privacy Policy, which is available at its website (<https://kalaam-telecom.com/privacy-policy/>). The policy may change from time to time. The policy contains information about what information Kalaam collects from the Customer and its use.
- 8.2. The Customer acknowledges that Kalaam, its agents and affiliates, and third party providers of the Service, may access, process and disclose the Customer's information, including any personal data as defined by Decree Law No. 30 of 2018 Issuing the Personal Data Protection Law (the "PDPL") and its implementing regulations, to third parties, including but not limited to independent contractors, service providers, joint venture partners, whether in the Kingdom of Bahrain or in other jurisdictions which may not afford the personal data with a similar level of regulatory safeguards and protections, to provide the Service, as well as to market and advertise other services to the Customer. By entering into this Agreement, the Customer expressly consents and opts-in to such direct marketing unless and until the Customer revokes or withdraws such consent (i.e. opts-out) by issuing an explicit written notice to Kalaam at any time during the Contract Term. Such revocation of consent to direct market shall not affect any provision of this Agreement.
- 8.3. Kalaam implements reasonable technical and organizational measures to protect personal data from loss, and unauthorized alteration or access, as required under applicable laws.

## 9. Liability and Indemnity

- 9.1. 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 damages arising from the gross negligence, willful misconduct or fraudulent misrepresentation of Kalaam, its officers, employees, affiliates or subcontractors.
- 9.2. 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, except to the extent of claims arising from Kalaam's gross negligence or willful default.
- 9.3. 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;

- 9.4. 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, or for damage incurred by the Customer, resulting from any factor outside Kalaam's reasonable control, including (but not limited to) a Force Majeure Event.
- 9.5. Notwithstanding any provision to the contrary contained in this Agreement, and subject to the below-stated exceptions, the total liability of Kalaam, together with its representatives, arising out of or in connection with the Services or this Agreement, under any legal theory, shall not exceed the lesser of 50% of the value of the contract over a 12-month period or the total value of the contract if not delineated by time. The parties also agree that:
- (a) Neither Kalaam nor its representatives shall be liable for any indirect, special, incidental, exemplary, consequential losses or damages, or for any loss of profits, income, business, business opportunities, data corruption or loss, anticipated savings, punitive damages, goodwill, reputation, or any other losses incurred, or claimed to be incurred, by the Customer or any third party.
  - (b) Kalaam assumes no liability for losses arising from external factors beyond its control, including but not limited to zero-day attacks, unknown vulnerabilities, denial of service attacks, malware, hacking attempts, network traffic or application utilization spikes, as well as any deficiencies in the Customer's applications, codes, data structures, system software, operating systems, or vendor-supplied patches.
  - (c) These limitations of liability are a fundamental part of the Agreement and represent a mutually agreed allocation of risk, forming part of the consideration for Kalaam services. These limitations shall remain in effect even if any remedy fails in its essential purpose.

## 10. Suspension of Service

- 10.1. 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;
  - (b) If the customer system or service displays any indication of a cyber security breach and/or malware;
  - (c) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Kalaam to suspend the Services for whatever reason; or
  - (d) the Customer has breached any of the terms and conditions in the General Terms and/or the Specific Terms.
- 10.2. Kalaam may reinstate the Services at its sole discretion if it is satisfied that the Customer has rectified any breach of this Agreement or the reason for the initial suspension of the Services no longer applies.
- 10.3. Kalaam shall notify the Customer of any expected or suspected suspension of services as soon as practicable and, to the greatest extent possible, prior to the suspension of service taking place.

## 11. Termination

- 11.1. The Customer shall not have the right to terminate the Agreement during the Minimum Commitment Period. In the event that the Customer initiates early termination of the Agreement

prior to the expiration of the Minimum Commitment Period, the Customer shall be liable to pay all Charges corresponding to the remaining during of the Minimum Commitment Period.

- 11.2. Subject to the Customer's having fulfilled any applicable Minimum Commitment Period applicable to a Service, as specified in the Proposal and/or the Service Order Form, the Customer may terminate the Agreement by serving prior written notice of ninety (90) calendar days to Kalaam. Upon termination of this Agreement, all Charges which are due from the Customer become immediately due and payable and the provisions of Clause 12.4 shall continue to apply.
- 11.3. Kalaam may terminate this Agreement and the provision of the Services by either:
- (a) giving the Customer thirty (30) calendar days' prior written notice; or
  - (b) with immediate effect in any of the following circumstances:
    - (i) 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) calendar days to pay any outstanding Charges for the Service; or
    - (ii) the Customer breaches a material term or condition set out in this Agreement. A material term or condition for these purposes includes, but is not limited to, any part of Clause 6; or
    - (iii) Customer breaches any other term or condition set out in this Agreement and does not rectify the breach within seven (7) calendar days from having received notice from Kalaam to rectify the breach; or
    - (iv) Customer becomes insolvent or bankrupt or is otherwise deemed unable to pay its debts as and when they fall due; or
    - (v) Kalaam has reason to believe that the Customer has not provided true, accurate, complete or up-to-date information as required.
- 11.4. Events Following Termination: Immediately after the termination of this Agreement for whatever reason, the following shall apply:
- 11.4.1. 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.
  - 11.4.2. Kalaam will send the Customer a Bill for all Charges which are outstanding up to the termination date. This Bill will include any outstanding Charges that have accrued up to the termination date along with the total remaining unbilled amount until the end of the Minimum Commitment Period, where applicable. If the Customer has made any advance payments for any month during the Contract Term, the 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.
  - 11.4.3. Upon settling the outstanding Charges and by satisfying the termination notice requirement, Kalaam will terminate Customer's access to the Services.



- 11.5. None of the rights which either Kalaam or Customer has accrued as a result of the Agreement prior to the date of termination shall be affected following termination.

## 12. Charges, Billing and Payment

- 12.1. All prices quoted by Kalaam are confidential and for the benefit of the Customer only.
- 12.2. All Service fees are exclusive of value added tax (VAT) unless specified. The Customer will be required to pay any VAT and any other applicable taxes that may become due and payable in addition to the fees chargeable for the Service as part of the Charges.
- 12.3. The Customer agrees to receive the Service in return for payment of Charges for the Contract Term set out in the Proposal or Service Order Form and thereafter until the termination of Services as indicated in Clause 11.
- 12.4. The billing date will commence on the Service activation date.
- 12.5. Kalaam will provide the Customer with a regular electronic Bill, on a monthly basis unless otherwise stipulated in the Proposal, 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 Charges are payable by the Customer, monthly in advance, and the usage charges are payable monthly in arrears.
- 12.6. The Customer agrees that it will pay these charges to Kalaam promptly and in any event by the payment due date printed on the Bill. Where the payment becomes overdue, Kalaam may suspend or terminate the Services pursuant to Clause 11.
- 12.7. Where applicable, the non-recurring charge is payable by the Customer for the service delivery upon signing the Service Order Form.
- 12.8. The Customer agrees that it will remain responsible for all Charges incurred as a result of a third party accessing the Customer's account and utilizes the Services within the Customer's credit limit without permission, save from the time that the Customer notifies Kalaam of such unauthorized access and utilization, and Kalaam suspends the Services. Notifications to Kalaam can either be achieved by calling: 16100100 or e-mailing: [support@kalaam-telecom.com](mailto:support@kalaam-telecom.com).
- 12.9. 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.
- 12.10. If the Customer does not pay a Bill by the due date, Kalaam shall have the right at its discretion and without notice to the Customer 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 the Customer. The rights in this Clause are in addition to any other rights that Kalaam has under this Agreement, including the right to suspend or terminate the Service or any other service provided by Kalaam.
- 12.11. Kalaam also reserves the right to charge the Customer a reactivation fee of BD 10 (ten Bahraini Dinars) if the Customer's account has been suspended due to overdue payments.

- 12.12. The Charges for the Services shall be based on the current tariffs and rates of the Bundled Packages as proposed by Kalaam to the Customer and mentioned in the Proposal and/or Service Order Form.
- 12.13. Equipment Installments Payment Options: The supported CPE service will be charged to the Customer by Kalaam in zero interest bearing 12 monthly equal installments. The installment period will start from the billing start date. In the event of the Customer terminating the Service, the installment before the end of the Contract Term, the Customer is liable to pay all installments for the remaining amount of the broadband CPE which will be transferred over to the Customer's next bill.
- 12.14. Kalaam offers certain Valued Added Services to its Customers, including Call Barring\*, Call Forward\*, Call Hold, Call Waiting, Caller Line Identification Presentation / Restriction (CLIP/CLIR) \*, Conference Call\* and Voicemail\*. The activation and usage of the services marked with a (\*) may attract charges whereas those without a (\*) mark are offered without additional charges.
- 12.15. A one-time fee of: (i) BD 15.000 shall be charged to the Customer where the Customer subscribes to a twelve (12) month Contract Term, or (ii) BD 10.000 shall be charged to the Customer where the Customer subscribes to a twenty-four (24) month Contract Term.
- 12.16. Fee for Charges of withdrawal - BD 5.000 (for wrong physical address or the Customer rejects the order);
- Port Cessation Charge - BD 10.000 per event of a third party, war, act of government or state, terrorist acts, civil commotion, insurrection or embargo.
- 12.17. All quotes and Charges are in Bahraini Dinars.

### 13. Amendment

- 13.1. Kalaam may vary its terms of this Agreement by providing thirty (30) days written notice to the Customer.
- 13.2. Where Kalaam's changes materially alter the Customer's rights under the terms of this Agreement to the Customer's detriment, the Customer may terminate the Agreement without any early termination charges by giving written notice upon thirty (30) days from date of receipt of such variation notice.
- 13.3. A lack of response from the Customer or notice to terminate within the aforesaid period shall be deemed acceptance by the Customer of the varied terms of the Agreement. The varied terms shall be considered binding on the Customer thereafter or on the date specified in the variation notice.

### 14. Notices

- 14.1. Any notice to be given by the Customer to Kalaam shall only be effective where served in writing and delivered to Kalaam Customer Care Centre located on 6th Floor, Office 602, Almoayyed Tower, Seef District, Kingdom of Bahrain.
- 14.2. Any notice to be given by Kalaam to the Customer shall be effective where it is served through media communication, in writing and delivered to the address, or to any relevant e-mail address or facsimile number of the Customer as set out in the Service Order Form.

## 15. Miscellaneous

- 15.1. 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 this Agreement 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.
- 15.2. 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 by Kalaam in writing).
- 15.3. Save as expressly provided under this Agreement, all other warranties whether express or implied are hereby excluded to the fullest extent permissible by law.
- 15.4. The Customer hereby represents and warrants to Kalaam that the Customer has full power, capacity and authority to enter into this Agreement and that all information supplied by the Customer to Kalaam and/or entered onto the Service Order Form is true, accurate and complete in all respects.
- 15.5. In the event (and to the extent only) of any conflicts or inconsistencies between the Agreement and any of the constituent parts of this Agreement, then the following application of priority shall apply: 1) the Specific Terms; 2) the Common Terms.
- 15.6. Complaints Procedures: The Customer may submit complaints in writing or electronic mail in relation to Kalaam's Services or any matter related and that has been mentioned in contract, agreement, or any other documents executed between the Customer and Kalaam, to Kalaam Telecom Customer Care Centre at 6th Floor, Office 602, Almoayyed Tower, Seef District, P.O. Box 21421, Kingdom of Bahrain, email address: [customercare@kalaam-telecom.com](mailto:customercare@kalaam-telecom.com).
- 15.7. Upon receipt of the complaint, Kalaam shall investigate the matter and revert to Customer within fourteen (14) Business Days and best endeavor to resolve any complaint amicably. However, the provisions of this Clause do not prejudice Customer's 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), sixty (60) days after submitting such complaint to Kalaam. Customers may contact the TRA by telephone on 17520000 or by mail at P.O. Box 10353, Kingdom of Bahrain.

## 16. General Provisions

- 16.1. These General Terms together with all documents constituting the Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements.
- 16.2. Any failure or delay by Kalaam to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement shall be effective unless issued in writing by the Party granting the waiver.
- 16.3. This Agreement shall be governed by the laws of the Kingdom of Bahrain. The Parties shall submit to the jurisdiction of the courts of the Kingdom of Bahrain to resolve any dispute arising from or relating to the Agreement.

- 16.4. If any part of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The unenforceable provision shall be deemed amended to the minimum extent necessary to establish its validity and enforceability, preserving as closely as possible its original intent and purpose within the limits of applicable law.
- 16.5. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

## 17. Definitions of Terms in this Agreement:

- i. **“Agreement”** means the contract between Kalaam (Kalaam Telecom Bahrain B.S.C.(c), Office 602, 6th Floor, Almoayyed Tower, Seef District, P.O. Box 21421, Kingdom of Bahrain) and the Customer for the provision of Services as listed in the Service Order Form, constituted by the Proposal and all enclosed leaflets or appendices, and these General Terms.
- ii. **“Bill”** means a periodic statement of account issued by Kalaam to the Customer.
- iii. **“Bundled Package”** means the *Powerpack* package of bundled Services provided by Kalaam to the Customer.
- iv. **“Business Days”** means any day other than a Friday, Saturday, or an official public holiday in the Kingdom of Bahrain, on which banks are generally open for business.
- v. **“Charges”** means sums payable to Kalaam Telecom by the Customer pursuant to this Agreement, including but not limited to, the fees for the Service, any non-recurring charges, monthly recurring charges, activation fees, early termination fees, fees for value added services, and any and all applicable value added and other taxes chargeable under applicable laws.
- vi. **“Common Terms”** means the terms applicable to all Services, forming part of the General Terms.
- vii. **“Contract Term”** means the period commencing on the Service activation date and ending on expiry of the period specified in the Proposal.
- viii. **“Customer”** means the Kalaam customer identified in the Service Order Form and who forms the other party of this Agreement.
- ix. **“Customer Equipment”** means any hardware, devices or software owned by the Customer and provided to Kalaam for the purpose of enabling, supporting or facilitating the delivery of the Service, including but not limited to, routers, switches, servers and any related configurations or applications necessary for the provisioning of the Service.
- x. **“General Terms”** means the terms and conditions set forth in this document, constituted by the Common Terms and the Specific Terms.
- xi. **“Force Majeure Event”** means any cause beyond a Party’s reasonable control, including without limitation, any act of God, acts of war, terrorism, cybersecurity attacks, power outages, earthquake, hurricanes, flood, fire or other similar casualty, embargo, riot, sabotage, strikes, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, court orders, condemnation, interruption to transnational telecommunication systems, or other reason of a like nature not resulting from the actions or inactions of a Party.

- xii. **“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. All fees chargeable under this agreement are exclusive of VAT. The customer will be required to pay an additional standard rate of VAT on your services based on the local regulations in the country.
- xiii. **“KYC Documents”** means copies of the Customer’s national identity card or commercial registration, commercial extract/authorized signatory list, and VAT certificate, as applicable.
- xiv. **“Minimum Commitment Period”** means the minimum period that the Customer undertakes to commit to in order to avail the Service, being the initial Contract Term set out in the Proposal, unless otherwise stated.
- xv. **“Party”** means each of Kalaam and the Customer. “Parties” means both Kalaam and the Customer, collectively.
- xvi. **“Pre-Selected Operator”** means Kalaam’s offered service that allows Customers to preselect Kalaam’s services to enable them to use Kalaam’s network for their international calls.
- xvii. **“Proposal”** means the unified service proposal provided by Kalaam setting out, among other things, the details of the Services subscribed for by the Customer from the Bundled Packages, and the escalation matrix.
- xviii. **“Service”** means the service(s), specified in the Proposal and Service Order Form to be provided by Kalaam to the Customer pursuant to this Agreement. The term under the Specific Terms shall be construed to mean the relevant service specified under the preceding heading.
- xix. **“Service Activation days”** means the estimated period required to activate the Service as mentioned in the Proposal.
- xx. **“Service Equipment”** means the equipment (including any software) provided to the Customer by Kalaam for the provision of the subscribed Service.
- xxi. **“Site”** means the site at which the Service is delivered.
- xxii. **“Specific Terms”** means the terms specifically applicable to certain Services, forming part of the General Terms.
- xxiii. **“Service Order Form”** refers to the Kalaam Telecom’s Services Service Order Form for Customers requesting a service, and which has been duly signed by the Customer.
- xxiv. **“Third Party Software”** means software owned, developed or licensed by an entity other than Kalaam or the Customer, which may be used in conjunction with or as part of the Service.

## II. Specific Terms

### A. Internet (Fiber Broadband and Basic Router Device)

1. Customer Obligations:

- 1.1. The Service does not include any in-house cabling. The Customer warrants that the Site has the necessary regular access cables.
  - 1.2. The Customer shall be responsible to ensure that the Site, including its infrastructure, is sufficiently prepared in advance of the delivery date to commission the Service. This shall include, where applicable, obtaining the permission of the landlord, ensuring that the Site has sufficient space, power and equipment to enable the installation and delivery of the Service.
  - 1.3. The Customer shall ensure that the Service is used securely and appropriately by its authorized users and shall take reasonable precautions against unauthorized access.
  - 1.4. The Customer undertakes to promptly notify Kalaam of any unauthorized use of the Service or any security breach, and to cooperate with Kalaam in the event of any security investigation into such matters.
  - 1.5. The Customer shall return all equipment provided for the Service immediately upon request to terminate the Service,
2. Kalaam Obligations:
- 2.1. Broadband is an Internet Protocol (“IP”) broadband- based service allowing voice calls over IP (if subscribed) and Internet connectivity enabled through a modem connected to the telephone.
  - 2.2. Unless explicitly provided otherwise in the Proposal and Service Order Form as a value-added service, Kalaam is not under an obligation to perform any cabling (including unshielded twisted pair & fiber) or to provide any passive components (including patch panels, patch cords, and cabinets) or any internal civil/electrical/network cabling between the indoor unit and the edge router.
  - 2.3. Where the Customer already has the router and when the internal activation is completed, Kalaam will notify the Customer via SMS, email and/or call to connect the modem to the telephone splitter and personal computer (PC) / network to fully test the Service. This day will be considered the Service acceptance date and the billing will commence on this date.
  - 2.4. If Kalaam is required to deliver the router:
    - (a) When the internal activation is completed, Kalaam will notify the Customer of that via SMS, email and/or call and inform him that a member of the team will contact him to arrange for an appointment to finish the activation process and install the modem within 2 Business Days.
    - (b) Once the modem is delivered, installed and the activation process is completed at the Customer address, the Customer will sign a Service Acceptance Form which will signify the Service acceptance date.
    - (c) If there are delays in arranging for an appointment or installing the service at the Customer address due to the Customer, Kalaam will consider the installation of the service date as the Service acceptance date.

**B. Voice (DID Fixed Voice line, MSN Phone Number, Channels, Calls to Mobile & Landline)**

1. Customer Obligations:

- 1.1. The Service does not include any in-house cabling. The Customer warrants that the Site has the necessary regular access cables.
- 1.2. The Customer shall be responsible to ensure that the Site, including its infrastructure, is sufficiently prepared in advance of the delivery date to commission the Service. This shall include, where applicable, obtaining the permission of the landlord, ensuring that the Site has sufficient space, power and equipment to enable the installation and delivery of the Service.
- 1.3. Direct Dial International Services: Customer confirms that it chooses one Pre-Selected Operator – Kalaam, for their international calling service. When using a Pre-Selected Operator, the Customer acknowledges that certain services will not be available such as calls to emergency services and calls to short codes.

## 2. Kalaam Obligations:

Unless explicitly provided otherwise in the Proposal and Service Order Form as a value added service, Kalaam is not under an obligation to perform any cabling (including unshielded twisted pair & fiber) or to provide any passive components (including patch panels, patch cords, and cabinets) or any internal civil/electrical/network cabling between the indoor unit and the edge router.

## 3. Billing:

- 3.1. Your paper bill may not include individual call details. Paper bills with call details may be subject to an additional charge.
- 3.2. Bundled voice allocation(s) shall become effective on every first (1st) day of each calendar month and shall be valid until the last day of the calendar month. Excess usage over the free quota shall be billed in arrears at the rates associated to the relevant tariff rate calculated per minute.
- 3.3. Unused voice bundled allocations shall not be carried over to the next month.
- 3.4. The Customer shall receive bundled free minutes as per the chosen plan. Any excess usage shall be subject to the following charges:
  - 3.4.1. Fixed line to fixed line calls: BD 0.006 per minute;
  - 3.4.2. Fixed line to mobile calls: BD 0.014 per minutes;
  - 3.4.3. International calls: as per standard rates set out in the Proposal.

## C. Unified Communications-as-a-Service (MS Teams Calling, Softphone, Basic Phone, Premium Phone) (“UCaaS”)

1. Kalaam will provide UCaaS to the Customer, which shall be subject to these Specific Terms, the Common Terms, and the following third-party service providers End User License Agreement (“EULA”):
  - (a) <https://www.mitel.com/legal/end-user-license-agreements>
2. End User License Agreement (EULA) Compliance:
  - 2.1. The Customer agrees to accept and comply with the applicable EULA.

- 2.2. It is the Customer's responsibility to ensure that all users of the UCaaS Service within its organization also comply with the terms of the respective EULAs.
- 2.3. Any breach of the EULA by the Customer or its users will constitute a material breach of this Agreement.
3. The Customer shall not:
- 3.1. Resell, sublicense, or redistribute the UCaaS Services unless expressly permitted.
- 3.2. Use the Service for unlawful purposes, including but not limited to sending spam, phishing emails, or transmitting malware.
- 3.3. Breach any usage limits or fair use policies established by Kalaam or third-party providers.
4. Service Equipment:
- 4.1. The Service Equipment may be modified or updated as deemed necessary for improvements, enhancements, or maintenance purposes. The Customer will be notified of significant changes impacting the functionality or performance of the Service Equipment.
- 4.2. Basic Phone and Premium Phone hardware is subject to manufacturer's standard warranty for a period of one (1) year from delivery. Damage of any nature resulting from any action or omission of the Customer to the hardware is not covered by warranty.
5. The Customer acknowledges that any Third-Party Software and/or third party Service Equipment is provided on an "as-is" basis and that Kalaam makes no warranties, explicit or implied, regarding uptime, compatibility, or error-free operation beyond those provided by the third-party suppliers.
6. The Customer shall ensure that, prior to the delivery of the Service:
- 6.1. it has Microsoft licenses with a Phone System License readily available for MS Teams Calling service;
- 6.2. it has appropriate Power of Ethernet switches available to connect phones for Basic Phone/Premium Phone services;
- 6.3. it has an internet connection with at least the minimum bandwidth as set out in the following table:

<b>Bandwidth requirements (bitrate kilobit/s upload/download)</b>			
<b>Modality</b>	<b>Minimum</b>	<b>Recommended</b>	<b>Best Performance</b>
<b>Audio</b>			
One-to-one	10/10	58/58	7676
Meetings	10/10	58/58	7676
<b>Video</b>			
One-to-one	150/150	1,500/1,500	4,000/4,000



Meetings	150/200	2,500/4,000	4,000/4,000
<b>Screen sharing</b>			
One-to-one	200/200	1,500/1,500	4,000/4,000
Meetings	250/250	2,500/2,500	4,000/4,000
<b>Together Mode</b>			
One-to-one	N/A	N/A	N/A
Meetings	1,000/1,500	1,500/2,500	2,500/4,000

7. Fees & Charges:

The Customer shall be billed on a monthly basis for the Service together with usage charges for the utilization of the Service in accordance with the call rates set out in the Proposal.

8. Liability

Kalaam's liability for the UCaaS Services will be limited in accordance with the Common Terms. Kalaam shall not be responsible for any damages arising from third-party service providers' performance, including but not limited to service interruptions, data breaches, or loss.

9. Indemnity

The Customer shall indemnify and hold Kalaam harmless from any claims, damages, or liabilities arising out of:

- (a) The Customer's failure to comply with the Agreement, EULA or applicable laws.
- (b) Unauthorized use of the Service by the Customer or its users.
- (c) Claims arising from data breaches or losses attributable to the Customer's acts or omissions.

**D. WiFi-as-a-Service (Basic Ceiling Access Point, Managed WiFi Access Point, Basic Network Security) ("WaaS")**

1. Kalaam will provide WaaS to the Customer, which shall be subject to these Specific Terms, the Common Terms, and the following third-party service providers End User License Agreement ("EULA"):

- (a) <https://www.ray.life/support-hardware/>;
- (b) <https://www.ruijienetworks.com/user-license-agreement>;

2. End User License Agreement (EULA) Compliance:

2.1. The Customer agrees to accept and comply with the applicable EULA.

2.2. It is the Customer's responsibility to ensure that all users of the WaaS Service within its organization also comply with the terms of the respective EULAs.

2.3. Any breach of the EULA by the Customer or its users will constitute a material breach of this Agreement.

3. The Customer shall not:

3.1. Use the Service for unlawful purposes, including but not limited to sending spam, phishing emails, or transmitting malware.

3.2. Breach any usage limits or fair use policies established by Kalaam or third-party providers.

4. The Service Equipment may be modified or updated as deemed necessary for improvements, enhancements, or maintenance purposes. The Customer will be notified of significant changes impacting the functionality or performance of the Service Equipment.

5. The Customer acknowledges that any third party Service Equipment is provided on an "as-is" basis and that Kalaam makes no warranties, explicit or implied, regarding uptime, compatibility, or error-free operation beyond those provided by the third-party suppliers.

6. Liability

Kalaam's liability for the WaaS Services will be limited in accordance with the Common Terms. Kalaam shall not be responsible for any damages arising from third-party service providers' performance, including but not limited to service interruptions, data breaches, or loss.

7. Indemnity

The Customer shall indemnify and hold Kalaam harmless from any claims, damages, or liabilities arising out of:

(a) The Customer's failure to comply with the Agreement, EULA or applicable laws.

(b) Unauthorized use of the Service by the Customer or its users.

(c) Claims arising from data breaches or losses attributable to the Customer's acts or omissions.

## **E. Email Services (M365 Basic, Email Backup, Email Security)**

1. Service Description

Kalaam will provide Email Services to the Customer, which shall be subject to these Specific Terms, the Common Terms, and the following third-party service providers End User License Agreement ("**EULA**"):

(a) <https://www.microsoft.com/en/servicesagreement>

(b) <https://www.acronis.com/en-us/support/eula/>

2. End User License Agreement (EULA) Compliance

2.1. The Customer agrees to accept and comply with the applicable EULA

2.2. It is the Customer's responsibility to ensure that all users of the Email Services within its organization also comply with the terms of the respective EULAs.

2.3. Any breach of the EULA by the Customer or its users will constitute a material breach of this Agreement.

### 3. Restrictions on Use:

The Customer shall not:

- (a) Resell, sublicense, or redistribute the Email Services unless expressly permitted.
- (b) Use the services for unlawful purposes, including but not limited to sending spam, phishing emails, or transmitting malware.
- (c) Breach any usage limits or fair use policies established by Kalaam or third-party providers.

### 4. Customer Responsibilities

4.1. The Customer must maintain accurate and up-to-date user information for accessing the Email Services.

4.2. The Customer must implement adequate security measures, including encryption and access controls, to safeguard their data.

4.3. Microsoft License is valid for a period of one (1) year only. The license is required to be renewed prior to its expiry.

### 5. Suspension and Termination

5.1. Kalaam reserves the right to suspend or terminate the Customer's access to the Email Services if:

- (a) Required by the third-party service provider.
- (b) The Customer breaches this Agreement, or the applicable EULA.
- (c) Unauthorized or irregular usage of the service is detected.

5.2. Suspension or termination of the Email Services will not relieve the Customer of its payment obligations.

### 6. Service Limitations

The Customer acknowledges that Email Services are provided on an "as-is" basis and that Kalaam makes no warranties, explicit or implied, regarding uptime, compatibility, or error-free operation beyond those provided by the third-party suppliers.

### 7. Liability

Kalaam's liability for the Email Services will be limited in accordance with the Common Terms. Kalaam shall not be responsible for any damages arising from third-party service providers' performance, including but not limited to service interruptions, data breaches, or loss of data.

## 8. Indemnity

The Customer shall indemnify and hold Kalaam harmless from any claims, damages, or liabilities arising out of:

- (a) The Customer's failure to comply with the Agreement, EULA or applicable laws.
- (b) Unauthorized use of the Email Services by the Customer or its users.
- (c) Claims arising from data breaches or losses attributable to the Customer's acts or omissions.

## F. SMS (Prepaid Promotional)

### 1. Customer Obligations:

- 1.1. The Customer agrees to abide by all applicable local, national, and international laws and regulations. Any illegal use of the SMS service is strictly prohibited under the Telecom Regulatory Authority ("TRA") regulations of the Kingdom of Bahrain.
- 1.2. The Customer is solely responsible for all acts or omissions that occur under the account, including the content of the messages transmitted through the service.
- 1.3. Messages containing sexual, racist, or discriminatory content or any such usage of them may be considered as harassment and the Customer will be held responsible for such misuse.
- 1.4. The Customer guarantees that the content of any SMS abides by and does not in any matter of form conflict with the fundamental human rights and follows the norms of intellectual property right laws, including but not limited to the right to privacy, prohibition of discrimination on any ground such as sex, race, color, language, religion, political or other opinion, national or social origin.
- 1.5. The Customer shall maintain the privacy of its username and password. The Customer agrees to be legally bound by all the activities carried out through the account.

### 2. Customer Undertaking:

The Customer accepts that the service is provided for professional use only and you agree not to use it to:

- 2.1. Send unsolicited messages, spam messages, and shall adhere to all bulk and spam messaging and call regulations of the TRA.
- 2.2. Collect and/or process personal data of individuals without lawful grounds.
- 2.3. Mislead others by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to the Customer.
- 2.4. Transmit, associate, or publish any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, lewd, immoral, harmful, vulgar, obscene, or otherwise objectionable material of any kind.
- 2.5. Transmit any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights, or other rights of publicity.

- 2.6. Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel-bots, or any other harmful/deleterious programs.
  - 2.7. Interfere with, or disrupt, networks connected to the service or violate the regulations, policies, or procedures of such networks.
  - 2.8. Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the service, through password mining or any other means.
  - 2.9. Interfere with others' use and enjoyment of the Service.
  - 2.10. Engage in any other activity that may constitute an unlawful act.
3. Customer Acknowledgement:
- 3.1. This Service is eligible for Bahrain only, an add-on service may be added if the Customer requires international route.
  - 3.2. The SMS service that sends/receives messages to/from mobile phones is maintained by Kalaam.
  - 3.3. The Customer acknowledges that Kalaam delivers SMSs through major telecom operators as well as partners that can therefore only influence the delivery transmission of SMS within the technical constraints imposed. SMSs submitted via Internet will be transferred to mobile network providers, provided that the recipient's phone is switched on and doesn't have a full memory and is in an area covered by its subscribed mobile network provider. The Customer acknowledges that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS to the recipient successfully.
  - 3.4. Kalaam Telecom shall not be liable to refund the cost of undeliverable messages. Kalaam does not guarantee delivery of the SMS to recipients due to possible errors. Kalaam debits transmitted SMS's according to its transmission logs.
  - 3.5. Transmission logs and accounting records held by Kalaam shall be deemed correct. The Customer waives the right to object to the accuracy of these records.
  - 3.6. All pre-determined SMS packages must be utilized during the validity period. The Customer is not entitled to carry forward any unutilized balance.
4. Fees and charges:
- 4.1. SMS fees and charges are subject to changes in regulations by the government as well as the TRA rules and regulations, which are outside the control of Kalaam. Kalaam may provide the Customer with one (1) day prior notice of any changes to its SMS fees and charges.
5. Limitation of Liability & Indemnity:
- 5.1. Kalaam fully disclaims, and the Customer agrees that Kalaam shall not be liable for any claim raised by any third party as a result of the Customer's misuse of the Service and/or the content of any SMS.
  - 5.2. The Customer shall indemnify and hold Kalaam harmless from any claims, damages, or liabilities arising out of the Customer's breach of the Agreement or misuse of the Service.

6. Where the Customer sends SMS to recipients using local numbers of the Kingdom of Saudi Arabia, the Customer shall include the following:
  - (a) For English & Arabic SMS content: "This message is sent from outside the Kingdom", and " هذه الرسالة من خارج المملكة";
  - (b) For English-only SMS content: "This message is sent from outside the Kingdom"; or
  - (c) For Arabic-only SMS content: "هذه الرسالة من خارج المملكة".
7. Personal Data Protection:
  - 7.1. The Customer shall be under an obligation to ensure that it has the lawful consent of recipients, or otherwise lawful justification, send SMS messages to the recipients thereof. The Customer shall maintain records of consent or other lawful justification vis-a-vis each recipient of the Customer's SMS messages and shall provide such records to Kalaam upon request.
  - 7.2. The Customer shall abide by data subjects' rights as prescribed by the PDPL and all applicable data protection laws and regulations.
  - 7.3. The Customer shall provide recipients of SMS messages with the option to opt-out of receiving further SMS messages from the Customer, and the Customer shall comply with any exercise of this right by a recipient.