

Bahrain WiFi Hotspot Terms and Conditions:-

IMPORTANT:

You must read these terms and conditions of this agreement before you access and use Bahrain WiFi Hotspot. By accessing and using the Hotspot you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions you may not access or use the Hotspot.

Definitions

"Information" means all material delivered by Batelco through this Wi-Fi hotspot (the "Hotspot"). "Batelco" is a trading name of Bahrain Telecommunication Company. "User" means you, the Hotspot end-user. "Contract" means this Hotspot agreement.

Warranty

The Hotspot is provided on an "as is" and "as available" basis and Batelco makes no warranties or representations whether express or implied in relation to the Information, including implied warranties or conditions of completeness, accuracy, satisfactory quality or fitness for a particular purpose.

The Hotspot

The User acknowledges: - (a) that it is technically impossible to provide the Hotspot entirely free of faults and that Batelco does not undertake to do so; (b) that faults may lead to temporary unavailability of the Hotspot; and (c) that the operation of the Hotspot may be adversely affected by conditions and performances outside Batelco's control, including transmission, telecommunications links between Batelco and Users, between different parts of Batelco, and between Batelco and other systems and networks.

Third Party Information

The User further acknowledges that some of the Information is supplied to Batelco (directly and indirectly) by third parties and accordingly Batelco can offer no warranty of whatever nature in relation to such Information.

Use of the Hotspot/Indemnification

The User undertakes:-

1. not to use the Hotspot for any unlawful purpose;
2. that it shall not make any use of the Hotspot such that the whole or part of the Hotspot is interrupted, damaged, rendered less efficient, or the effectiveness or functionality of the Hotspot is in any way impaired;
3. not to use the Hotspot for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character or in such a way as to cause annoyance, inconvenience or needless anxiety;
4. not to use the Hotspot in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including rights of copyright or confidentiality);
5. that it shall not use the Hotspot to transmit any material for the purposes of publicity, promotion and/or advertising without the prior written consent of Batelco unless such transmission has been specifically requested by another user of the Hotspot; and
6. that in the event that it has any right, claim or action against any other user arising out of the use of the Hotspot then it shall pursue such right, claim or action independently of, and without recourse to, Batelco.

The User will indemnify and defend Batelco against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this Contract or any Use of the Hotspot by the User. The User acknowledges that Batelco has no control over the nature or content of information or programs transmitted or received by the User using the Hotspot and that Batelco does not examine in any way the use to which the User puts the Hotspot. The User agrees to fully indemnify Batelco against any claims or legal proceedings arising in connection with User's use of the Hotspot, which are brought or threatened against Batelco by any other person.

Intellectual Property

The User acknowledges that all copyright, trademarks and all other intellectual property rights in the Hotspot shall remain vested in Batelco or its licensor.

Suspension and Termination

Batelco shall have the right to immediately terminate this Contract and/or suspend the Hotspot if the User commits a breach of the Terms and Conditions.

User Data

Batelco reserves the right to include the name, address and other relevant information relating to the User in a directory for the use of Batelco users or other third parties, unless specifically requested by the User in writing not to do so. Batelco cannot guarantee the security or privacy of the Hotspot and any information or communication to or from the Hotspot by the User.

Changes to the Terms and Conditions

Batelco reserves the right to change these terms and conditions from time to time by placing a note of such change in this file. The User's continued use of the Hotspot following notice of such change shall be deemed to be the User's acceptance of any such change. It is the User's responsibility to check this file regularly to determine whether this Contract has been changed. If the User does not agree to any change to the terms and conditions of this Contract then the User must immediately stop using the Hotspot.

Severability

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Contract howsoever occasioned.

No Waiver

No waiver by Batelco shall be construed as a waiver of any breach of any provision of this Contract.