

**INFORMATION:**

Name: _____ CPR: _____

Mobile No: _____ Contact Email: _____

Fixed Line No: _____ Broadband Circuit No: _____

Preferred Language: English Arabic**TYPE OF REQUEST:** New Batelco TV Upgrade/DownGrade Termination**PACKAGES AND TARIFFS**

+ All Stated Prices are Inclusive of VAT at 5%.

BATELCO TV PACKAGES

- OSN Ultimate Entertainment (BD 10.5) Others
- OSN Pehla Prime (BD 16.8)
- OSN Pinoy Plus (BD 17.85)

BATELCO TV ADD ONS

- OSN Movies (BD 7.35)
- OSN Ultimate Movies (BD 5.25)
- OSN Ultimate Sports (BD 8.4)

SERVICE TERMINATION:

Reason: _____

Customer Name: _____ Customer Signature: _____

Date: _____

For Batelco Use Only:

Staff Code: _____ Date: _____

Signature: _____ Retail Shop: _____

1. Definitions

"Agreement" means these Terms and Conditions together with the Application Form, and any other general terms and conditions which may apply to the provision of other services by Batelco as the case may be;

"Application Form" means the Batelco TV Application Form, governed by these Terms and Conditions, which you have entered into with Batelco for the provision of the requested Service;

"Batelco Confidential Information" means all information (whether written or oral) concerning Batelco's business, trade secrets, customers, suppliers and affairs that you shall obtain or receive as a result of the provision of the Service;

"Bill" means a bill sent to you by Batelco in accordance with clause 5;

"Charges" means the charges payable by you in return for your use of the Service, as set out in clause 5;

"Customer" means you (the person who enters into this Agreement with Batelco for the provision of the Service);

"Device" means the equipment (including any software) provided to the Customer by Batelco to enable the Customer to receive the Service;

"Device Supplier" means the manufacturer or manufacturer's authorized distributor of the Device; "Intellectual Property Rights" means copyright (including rights in computer software), patents, trademarks, trade names, service marks, 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 applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world;

"Initial Term" means 12 months from the date of activation of the Service, or such other time as may be notified to you by Batelco;

"Registration Fee" means the fee payable by you pursuant to clause 5.3;

"Service" means the Package selected by the Customer on the Application Form including any changes, upgrades and/or downgrades to such package, as and when requested by the Customer, and supplied by Batelco from time to time;

"Terms and Conditions" means the terms and conditions set out hereir;

"Third Party Content" means audio, video, data and other media over which Batelco exercises no editorial or programming control;

"Third Party Software" means software purchased from a party other than Batelco; and

"you" and "your" means (i) the Customer who orders the Service and (ii) belonging to the Customer, as the case may be and as the context so requires;

"we" or "us" mean Batelco and "our" has a corresponding meaning.

2. Service Provision and Pre-requisites

1.1 Batelco shall provide the Batelco TV Service which you have selected on the Application Form subject to these Terms and Conditions.

2.2 You must be at least 18 years of age to assume the responsibilities of this Agreement. Minors may use the Service only if one of their parents or legal guardians assumes the responsibilities of this Agreement and thereby assume full responsibility for their use of the Service.

3. Term and Termination

3.1 The term of this agreement shall commence on the date the Service is activated by Batelco, and continue unless otherwise terminated by the Customer or Batelco under Clauses 4.5 or 10.

3.2 If you have requested for a Contract Package, in the event you terminate this Agreement before the expiry of the Initial Term, you shall be liable to pay to Batelco a pro rata amount of the cost of the Device (BD 40 unless otherwise notified to you) - calculated according to the number of calendar months or part months remaining from the date of activation to the end of the Initial Term.

4. Device and Installation

4.1 If you have requested for a Package which requires a Device, Batelco shall supply the Device to you, upon supply of the Service by Batelco.

4.2 Batelco shall provide the details of Customer with a one (1) year manufacturer's warranty beginning from the date the Application Form is signed.

4.3 The Customer acknowledges and accepts that the provisions of the warranty are the sole responsibility of the Device Supplier, and Batelco shall not be held responsible or liable for any direct or indirect damage, defects, faults, and/or claims regarding the Device. All claims in relation to the Device shall be made under the Device warranty or against the Device Supplier and warranty all claims in relation to the Device against Batelco.

4.4 Any installation and/or upgrade of the Device requested by the Customer shall be separately performed and managed by the Device Supplier of the Device acquired by the Customer, including any ongoing support and maintenance services to be performed in relation to the Device.

4.5 You agree not to modify, tamper with or attempt to dismantle the Device. Any such unauthorized use may void the manufacturer's warranty and entitle Batelco to terminate this Agreement, immediately, and/or charge you the cost of a replacement Device in the event of any damage caused to the Device.

4.6 Batelco reserves the right at all times, and without prior notice to the Customer, to update any software associated with the Device. The updating of such software may disrupt the Service for a temporary period. The Customer agrees to cooperate with any instructions issued by Batelco in respect of the updating of software, to enable Batelco to upgrade the software for the purposes of providing the Service to you.

5. Charges and Payment

5.1 Batelco will send you a Bill on a monthly basis. The Charges are payable by you monthly in advance. If that payment becomes overdue, Batelco may suspend or terminate the Service pursuant to clause 10.

5.2 Details of the Charges are available on Batelco's website. Batelco reserves the right to make changes to the Charges, such changes to be advertised on Batelco's website one month prior to the date of implementation.

5.3 Where applicable, the Registration Fee is payable by

you when the Application Form is signed.

5.4 Should you wish to reactivate your subscription following cancellation or termination, you may be charged a reactivation fee.

5.5 If you are subscribing under a promotional subscription fee, additional restrictions may apply according to the additional terms and conditions.

5.6 The Charges do not include any services, features or functionality other than the announced Batelco Service.

5.7 If you do not pay a Bill by the due date, Batelco shall have the right at its discretion and without notice to you to: (i) transfer the unpaid invoiced amount to the account of any other service(s) provided to you by Batelco, and you will be liable to pay all charges on any invoice issued by Batelco for such service(s) by the due date; and (ii) deduct the unpaid invoiced amount from any payment or credit due to you by Batelco under this Agreement or any other agreement for service(s) provided by Batelco to you. The rights in this clause are in addition to any other rights that Batelco has under these Terms and Conditions, including the right to suspend or terminate the Service in accordance with clause 10 or any other service provided by Batelco.

5.8 Applicable charges for the use of the existing Pay-TV and/or Video-on-Demand feature shall be determined at the sole discretion of the provider of such Pay-TV and/or Video-on-Demand service by providing the Customer with one (1) month's prior notice.

6. Provision of Information to Batelco

6.1 You will provide true, accurate, complete and up-to-date information to Batelco as requested on the Application Form, including but not limited to your name, address and date of birth, and upon any subsequent reasonable request made by Batelco from time to time.

6.2 You will promptly notify Batelco of any changes in the information provided under clause 6.1 above.

6.3 Batelco reserves the right to terminate the Service if you give Batelco inaccurate or incomplete information.

6.4 Batelco respects the privacy of your User Information (as defined in Batelco's Privacy Policy) and will not disclose any of your User Information except as permitted by Batelco's Privacy Policy.

6.5 Batelco may retain your personal data provided pursuant to this clause or otherwise in accordance with these Terms and Conditions, and you authorise Batelco to use such personal data in order to: (i) provide the Service; (ii) maintain a record for a reasonable period of time following termination of this Agreement and (iii) otherwise disclose or use such data in compliance with Batelco's legal obligations in respect of the same.

7. Changes to the Service

7.1 Batelco may at its discretion and from time to time change, add, or remove features and functionality of the Service without notice. If you are dissatisfied with any such changes to the Service, you may immediately cancel your use of the Service in accordance with the procedure set out in clause 10 below.

7.2 Batelco reserves the right to discontinue one, some, or all of the features of the Service you receive at any time.

7.3 Batelco may at its discretion discontinue the provision of software updates to certain features depending on compliance. This means that whilst certain Services may receive continued software updates and functionality, Batelco is not required to provide such updates to your Service.

7.4 The level of service Batelco provides may not be the same for every customer; as some Service may support different features and functionality, Batelco is under no obligation to provide all features and functionality to your Service. The Service is not available outside of the Kingdom of Bahrain.

8. Copyright

8.1 Third Party Content is protected by copyright law and other applicable laws.

8.2 Programming is not under Batelco's control; certain providers may restrict or limit the ability to record, display view or transfer particular programmes by using a variety of copy protection mechanisms and content providers may restrict or revoke access to their content at any time.

8.3 Batelco is not responsible for and has no editorial control over any Third Party Content and Batelco has no control over the distribution of such content. Batelco accepts no liability in relation to any Third Party Content.

8.4 Batelco is not responsible for any content or display on screen may be political, sexual or any potentially offensive or immoral.

8.5 You must not copy, distribute copies, show in public, rebroadcast or relay any part of the programs provided to you as part of the Service. You may only use the Service for private use and it must not be accessible by the general public or in a communal viewing area.

8.6 In the event that you are identified as the source of any illegal copying or being used for reception of programming which is not authorised to you under the Service, Batelco reserves the right to without notice, (i) suspend and/or terminate this Agreement, and (ii) provide your details to any owner/licensor of copyright in the illegally copied program for the purpose of prosecution of such an offence.

8.7 We may disable or alter some functions of the Service to prevent any infringing acts.

8.8 Any breaches of this clause 8 may infringe the copyright of third parties and you will be responsible for any claims made against Batelco for losses suffered as a result of actual or claimed copyright infringement committed by you or any other person using the Device provided to you, and you hereby agree to fully indemnify Batelco for any such losses suffered.

9. Advertising and Promotions

The Service is supported and sponsored by commercial advertising. Batelco reserves the right to send content (including advertising and promotional material) as part of service.

10. Termination of Service

10.1 You may terminate this Agreement, and your right to use the Service, at any time and for any reason, by submitting an official termination request to any Batelco Retail shop.

10.2 Batelco may terminate this Service by giving one month's prior notice to you.

10.3 Batelco reserves the right to immediately suspend or terminate the Service, and terminate this Agreement, if you breach any provision in this Agreement, fail to comply with any reasonable instructions relating to the Service, misuse the Service, and/or use the Service in such a manner as to infringe upon the Intellectual Property Rights of Batelco or any third party.

10.4 Upon termination, Batelco will send you a Bill for all monthly Charges which are due and which have not yet been billed by Batelco prior to termination of the Service. This Bill will include any Charges which are outstanding at the date of termination. If you have paid a monthly Charge in advance of the date of termination you will not receive a refund in respect of that unexpired part of the relevant month for which you have paid. You agree to pay this Bill on or before the date upon which payment is required.

10.5 Batelco may also suspend the Service with immediate effect where: (i) it is necessary in order to carry out any maintenance or repair to the Service; (ii) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Batelco to suspend the Service for whatever reason; or (iii) Batelco has good reason to suspect that you are in breach of any part of this Agreement.

10.6 Batelco may at its sole discretion, reinstate the Service if it is satisfied that you have rectified any breach of this Agreement or the reason for the initial suspension of the Service no longer applies.

10.7 None of the rights which either Batelco or you have accrued as a result of these Terms and Conditions prior to the date of termination shall be lost or otherwise affected following termination.

11. Liability and Indemnity

11.1 Batelco will not be liable for failure to provide the Service caused by events outside Batelco's reasonable control.

11.2 Batelco does not in any way exclude or limit its liability: (i) for death or personal injury resulting from the negligence of Batelco or its directors, officers, employees, contractors or agents; or (ii) in respect of fraud or any fraudulent statements made by Batelco or its directors, officers, employees, contractors or agents.

11.3 Subject always to clause 11.2, Batelco shall not have any liability to you in respect of your use of the Service which is not in accordance with these Terms and Conditions.

11.4 Subject always to clause 11.2, Batelco shall not be liable to you, whether in contract, tort or otherwise arising out of this contract for: (i) any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; or (ii) any indirect or consequential loss of whatever nature, which could be described as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of the commencement of the Service.

11.5 If Batelco shall be liable to you in contract, tort, under statute or otherwise, Batelco's liability shall be limited to the equivalent cost of six (6) month's Charges for any event or related series of events.

11.6 You agree to indemnify, defend and hold Batelco 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 Batelco as a result of your use of the Service (or anyone using the Service with your permission), which are brought or threatened against us by a third party where you are at fault.

12. Title to Device and Software and Intellectual Property Rights

12.1 The Device will contain certain software to enable you to use or have full access to certain features of the Service.

12.2 Batelco retains title to and ownership of all the software for the Service and certain Intellectual Property Rights in the Service and nothing in these Terms and Conditions shall operate as a transfer or license to you of the same. You agree not to do anything to limit, interfere with, or otherwise jeopardise in any manner such rights, title and interest.

12.3 Title to and ownership of the Device shall remain with Batelco and shall not pass to the Customer until the expiry of the Initial Term.

12.4 Batelco also retains ownership of all Batelco Intellectual Property Rights. In the case of third party software delivered by Batelco to the Service, the applicable third party retains title to and ownership of its software, copyrights and trademarks.

12.5 Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, reproduce, copy, distribute or use for other purposes either the Service or its software is strictly prohibited.

13. Warranties Disclaimer

13.1 Batelco cannot guarantee that the Service will be free from faults and interruptions which arise from factors which are outside Batelco's control, whether as a result of network performance, third party interference or otherwise. You accept that you may not be able to receive the Service where certain technical restrictions arise, although Batelco shall use reasonable endeavors to keep any disruption to the provision of the Service in such circumstances to a minimum.

13.2 You understand and agree that the Service is provided on an "as is" and "as available" basis. Batelco makes no warranty that Batelco service will meet your requirements, allow you to record, view or transfer any particular programming or that use of the Service will be uninterrupted, timely, secure or error-free, nor does Batelco make any warranty as to the accuracy or reliability of any information which is obtained through the Service (including third party content).

13.3 Batelco does not warrant that data and content provided through the Service will be free of viruses or other harmful components. Batelco shall not be liable for any damages to, or viruses that may infect your Device and its software or any other hardware.

14. Protection of Personal Information

14.1 You acknowledge and expressly agree to Batelco collecting personal information about you. Such information may be collected from you or others or generated within our Network when you or anyone else uses the Service or any other service.

14.2 You acknowledge and expressly consent to Batelco using your information for any lawful purpose including providing you with the Service, account management, billing, debt collection, credit assessments, directory purposes, market research, customer profiling, product and service development, marketing and customer care.

14.3 Your customer information may be retained for a reasonable period of time in a secure environment. You acknowledge that calls to our Customer Care Centre may be recorded for training and quality control purposes.

14.4 You acknowledge and expressly consent Batelco disclosing your information to third parties (such as to

our agents, credit agents and other carriers) for purposes including credit referencing, fraud detection and prevention, debt collection, investigating insurance claims, directory purposes, for any reason required by law and for any other lawful purpose.

14.5 You may ask to see your account information and any other information that we hold about you and ask for any details that are wrong to be corrected. We reserve the right to refuse such a request where we are unable to verify that the person requesting the information is in fact you or a person authorised by you. We shall not be liable for the disclosure or non-disclosure of such information or for any inaccuracy or lack of completeness of any information disclosed.

14.6 You agree that we may contact any person or reference provided by you to verify the accuracy of your account details. You acknowledge that Batelco, or its agents, may from time to time contact you by post, telephone, in person, email or text message regarding details of promotions, competitions or our other products and services. You hereby expressly consent to such contacts. If you no longer wish to be contacted in such a manner please notify Batelco in writing.

15. Resolving disputes and complaints

15.1 If you have a complaint or dispute regarding our service you may avail of our formal complaints procedure by calling the Batelco Call Centre free of charge on 196 or by sending an email to: customer.care@btcc.com.bh

15.2 Batelco will acknowledge receipt of a formal complaint, respond within a stated period of time, deal with your complaint and take action if necessary. If you are not satisfied with the resolution of your complaint you may avail of the dispute resolution procedure. Further details are available on www.batelco.com.bh

15.3 If your complaint has not been resolved within 60 days the Telecommunications Regulatory Authority may be contacted at PO Box 10353, Kingdom of Bahrain, Tel (+973) 8188, Fax (+973) 532523.

16. Miscellaneous provisions

16.1 Batelco reserves the right to amend these Terms and Conditions at any time. If Batelco does make any amendments it will inform you of such changes either by posting the changes on its website at www.batelco.com or by other means as Batelco sees fit. You agree that your continued use of the Service after any amendments to the Terms and Conditions shall be evidence of your intention to be bound by the Terms and Conditions as amended in accordance with this clause 16.1.

16.2 This Agreement together with all documents which are referred to in the Terms and Conditions represent the entire agreement between Batelco and you and they supersede all prior agreements between the parties.

16.3 The laws of the Kingdom of Bahrain apply to this Agreement. Both parties shall submit to the jurisdiction of the Bahrain courts of law.

16.4 Batelco will not be responsible for its failure to perform all or any of its duties arising under these Terms and 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, labour dispute, prevention from obtaining raw materials, power failure, acts of government or state or failure of third party telecommunications systems which impact upon Batelco's ability to provide the Service.

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

16.6 You may not assign or otherwise dispose of any of your rights or obligations under this Agreement without Batelco's prior written consent. You agree that Batelco may assign its rights and obligations under this Agreement to an alternative provider if necessary, as long as the level of service remains of a comparable standard.

Value Added Tax (VAT):

All amounts stated in this Agreement are exclusive of VAT.

* Where Batelco makes a taxable supply or deemed supply of products or services to the customer as defined by the applicable VAT law in the Kingdom of Bahrain, the charges, payment or other consideration for that supply shall be exclusive of all VAT charges, and the customer shall pay the VAT in addition to the charges, payment or other consideration on the earlier of: (a) when the charges, payment or other consideration is made; or (b) when the supply is made.

* When the customer pays or reimburses the costs, fees, charges or expenses of Batelco, the customer shall also reimburse any part of such cost, fee, charge or expense for proportion of (i) which represents VAT, except where Batelco is entitled to credit or repayment in respect of such VAT from National Bureau for Taxation (NBGT) in Kingdom of Bahrain.

* Where the consideration for any taxable supply of goods or services is subsequently adjusted (including contract termination), Batelco shall make all the necessary adjustments to VAT, including the repayment of VAT and any fees due.

ضريبة القيمة المضافة : جميع المبالغ المذكورة في هذه الاتفاقية مستثناة من ضريبة القيمة المضافة.

* هناك بعض المبالغ التي تتضمن ضريبة القيمة المضافة (VAT) في المملكة العربية السعودية - أو ما عداها - والتي لا يتم دفعها من قبل العميل. حيث إن ضريبة القيمة المضافة هي ضريبة غير مباشرة تفرض على السلع والخدمات التي يتم إنتاجها أو توزيعها في المملكة العربية السعودية. حيث إن ضريبة القيمة المضافة هي ضريبة غير مباشرة تفرض على السلع والخدمات التي يتم إنتاجها أو توزيعها في المملكة العربية السعودية. حيث إن ضريبة القيمة المضافة هي ضريبة غير مباشرة تفرض على السلع والخدمات التي يتم إنتاجها أو توزيعها في المملكة العربية السعودية.

* هناك بعض المبالغ المذكورة في هذه الاتفاقية مستثناة من ضريبة القيمة المضافة (VAT) في المملكة العربية السعودية - أو ما عداها - والتي لا يتم دفعها من قبل العميل. حيث إن ضريبة القيمة المضافة هي ضريبة غير مباشرة تفرض على السلع والخدمات التي يتم إنتاجها أو توزيعها في المملكة العربية السعودية. حيث إن ضريبة القيمة المضافة هي ضريبة غير مباشرة تفرض على السلع والخدمات التي يتم إنتاجها أو توزيعها في المملكة العربية السعودية.

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