

Application type: <input type="checkbox"/> New <input type="checkbox"/> Modify	نوع الطلب: <input type="checkbox"/> جديد <input type="checkbox"/> تعديل
Customer Account No.:	رقم حساب العميل:
Service Mobile Number:	رقم موبايل الخدمة:
Company Name:	اسم الشركة:
Company CR Number:	رقم السجل التجاري:

Bulk SMS Account Details:

1. Username (10-6 characters to be used to log into service):

اسم المستخدم (استخدم 6-10 أحرف لتسجيل الدخول إلى الخدمة)

اسم المستخدم (اختيار 1):

اسم المستخدم (اختيار 2):

اسم المستخدم (اختيار 3):

الاختيار النهائي:

2. 11 characters, alphabetic, numeric or alphanumeric for the ID to be displayed on received messages (English Only)

هوية المرسل 11 حرف و/أو رقم الذي سيتم عرضه كهوية المرسل (بالإنجليزية فقط)

هوية المرسل 1:

هوية المرسل 2:

هوية المرسل 3:

الاختيار النهائي:

3. Email Address to Receive Account Details:

3. عنوان البريد الإلكتروني لاستقبال تفاصيل الحساب:

Additional Bulk Messaging Services:

1. Sender ID (Sender IDs required in addition to the default Sender ID, English Only)

1. هوية المرسل: (هويات المرسل بالإضافة إلى هوية المرسل الأساسية بالإنجليزية فقط)

هوية إضافية 1:

هوية إضافية 2:

هوية إضافية 3:

2. Email Client (Access Bulk SMS account via email):

2. برامج البريد الإلكتروني (للدخول على حساب الخدمة من البريد الإلكتروني):

☐ Outlook

☐ Outlook Express

☐ Lotus Notes

3. Database Management (Allow integration with user database):

3. إدارة قاعدة البيانات (للتحكم بقاعدة بيانات المستخدم):

☐ Service Manager Client

☐ One Way communication

☐ Two way communication

☐ برنامج إدارة الخدمة

☐ التواصل من جهة واحدة

☐ التواصل من جهتين

Category	Shortcode	Rental (BD)	الرسوم (د.ب)	الرمز المختصر	الفتة
<input type="checkbox"/> Standard					<input type="checkbox"/> أساسي
<input type="checkbox"/> Premium					<input type="checkbox"/> مميز

Communication Client Gateway (Protocol):

إليه اتصال الخدمة (البروتوكول):

☐ SMPP ☐ HTTP ☐ HTTPS ☐ TCP (Secure) ☐ TCP (Normal)

The public static IP Address of Client Machine: العنوان العام لبروتوكول الإنترنت (IP) الثابت والخاص بجهاز المستخدم:

Authorized Signatory Name: اسم الشخص المخول بالتوقيع:

Authorized Signatory CPR: الرقم الشخصي للشخص المخول:

Signature: التوقيع:

Date: التاريخ:

Official Use (stc use only)

للاستخدام الرسمي (لاستخدام stc فقط)

Account Manager's Name: اسم مدير الحساب:

Account Manager's email: البريد الإلكتروني لمدير الحساب:

Signature: Date: التوقيع: التاريخ:

TERMS OF USE:

The following Terms & Conditions ("Terms") apply to you ("You") as a source of the Services. STC Bahrain B.S.C. Closed ("Company") owns the Site located at URL <http://www.stc.com.bh> ("Website") and the Services offered herein. These Terms may be subject to further modifications subject to prior written consent by You. The Company will notify You of changes made to these Terms made from time to time. Your continued use of the Services after any amendments will constitute your binding acceptance of the modified Terms.

1. DEFINITION:

- 1.1. Application Form: means the Company's form to be filled out and signed by You to request a Service from the Company.
- 1.2. Bulk Message(s): means short text messages ("SMS") or multimedia messages ("MMS") sent or intended to be sent to one hundred (100) or more Recipients in the Kingdom of Bahrain at one time via short message or multimedia systems over the Company's telecommunications network for one of the following purposes: (a) offering to supply goods, services or business opportunities; (b) advertising or promoting goods, services, events, business opportunities or any other purpose designated by the TRA from time to time.
- 1.3. Bulk SMS Service/Service(s): Company's Service that enables You, as a Source of Service, to send Bulk Messages using the Company's network to Your Recipients.
- 1.4. Footer Note: means the statement that is added by the Company, in compliance with the rules and regulations of the Telecommunications Regulatory Authority ("TRA"), at the end of the Message, which includes informative instruction on how to opt-in and opt-out of the Service.
- 1.5. Network: means the communications infrastructure which the Company uses to provide the Services.
- 1.6. Recipient: means a Mobile Subscriber who receives an SMS/MMS message from You (as a Source of Services) and/or who is also a customer of your products and services and receives promotional SMS/MMS message from You.
- 1.7. Service Effective Date: means the date of Your signature stated on the attached Bulk SMS Service Application Form;
- 1.8. SMS/Message: means Short Message Service.
- 1.9. Service Activation: means the date upon which You have received an email/SMS from the Company embodied with Your Service ID and Username.
- 1.10. Tax: means any tax, value-added taxes (VAT), levy, impost, duty or other charges, fee, deduction or withholding of a similar nature applied by the relevant authorities in the Kingdom of Bahrain on availing a Service.
- 1.11. Term: the period during which the Service is ongoing until either party terminates it under these Terms.
- 1.12. Traffic Data: means any data processed for the purpose of the conveyance of a communication on an electronic communications network and billing purposes.
- 1.13. Solicited Bulk Message: in relation to a Bulk Message, means a Bulk Message sent to Recipients that have requested that message and permitted You to send it to them.
- 1.14. Source: means any artificial or natural person that buys and sends a Bulk Message over the Company's Network.
- 1.15. Un-Solicited Message: means a Bulk Message sent to Recipients that did not request that message and did not permit the Source of the Bulk Message to send to them as Recipients.

2. LIMITATION ON SERVICE:

- 2.1. You may send SMS/MMS messages in bulk to Your Recipients using the Company's Service. Company may provide access to the Service through a web-faced interface, a desktop application, a plugin, or any other mode. Company, upon prior notice, may withdraw or limit the Service or any features thereof as it may deem fit. All SMS/MMS messages sent through the Services will be stored and transmitted through Company's Network.
- 2.2. As a Source of Service, You may be:
 - 2.2.1. Able to send SMS/MMS messages individually or in bulk to your Recipients as part of group messaging through the Services;
 - 2.2.2. Able to create and manage templates.
- 2.3. YOUR OBLIGATIONS: You will be responsible to:
 - 2.3.1. Adhere to the list of essential regulatory requirements noted in clause 2.5 below;
 - 2.3.2. Purchase your domain on which You will host your website;
 - 2.3.3. Comply with these Terms and any directions issued by Company from time to time;
 - 2.3.4. Safeguard any User ID and Password allocated to You. You shall be solely liable for all acts, authorized or unauthorized and any use/misuse of the User ID and Password and any actions occurring under your account, which shall be deemed to be made by You;
- 2.4. You understand that there are inherent security risks associated with the internet and other means of communication. Therefore, any data transferred through these communication means may be interfered with and accessed by unauthorized third parties. You, therefore, agree to employ all security means to protect such unauthorized interference, and Company shall not be liable in any manner in this regard.
- 2.5. Pursuant to the Bulk Messages Resolution No. (3) of 2015 issued by the Telecommunications Regulatory Authority on 17th June 2020, You undertake to comply with the following vital regulatory requirements to avail the Services provided by the Company:
 - 2.5.1. You shall only send Bulk Messages to Recipients who have expressly consented to You for the receipt of Bulk Messages;
 - 2.5.2. You (as the 'Source') shall maintain correct and updated records of the Recipients' consent and provide these records to TRA upon request;
 - 2.5.3. You shall only send Bulk Messages between the hours of 09:00 am and 08:00 pm according to the Kingdom of Bahrain's local time zone;
 - 2.5.4. Unless expressly agreed with the Recipient, You shall not send more than one (1) Bulk Message per day to any single Recipient;
 - 2.5.5. Each Bulk Message shall specify the identity and contact details of the Source, on whose behalf the Bulk Message is being sent (include as a minimum: telephone number and email address);
 - 2.5.6. Each Bulk Message shall specify the details of the opt-out option procedures; and
 - 2.5.7. Where the cost of responding to Solicited Bulk Messages is different from the standard SMS or MMS applicable charge, then the cost for responding to the Solicited Bulk Message shall be specified in that Solicited Bulk Message.

3. GUIDELINES AND PROHIBITED ACTS:

- 3.1. Illegal use:
 - 3.1.1. Our Services can be used for lawful purposes only. Transmission, distribution or storage of any material through Service in violation of any applicable law or regulation applicable in Bahrain or any country the Bulk Messages are transmitted to is strictly prohibited. This includes, without limitation, material

protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization.

- 3.1.2. You shall not upload, post or otherwise make available using Services any material protected by copyright, trademark, or other proprietary rights without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright or You are either the copyright owner or have permission from the Copyright owner rests with You. You shall be solely liable for any claims for damages arising or resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission and always keep the Company indemnified from such claims.
- 3.2. Your Conduct:
 - 3.2.1. You shall use Services for lawful purposes only. You shall not post or transmit using Services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give the right to civil liability or otherwise violate any law, or which, without the Company express prior approval. You are prohibited from engaging in any conduct that restricts or inhibits other users from using or enjoying the Services. You shall use Services to advertise or perform any commercial solicitation, other than the solicitation of Recipients to become subscribers of other online information Services which is competitive with the Services.
 - 3.2.2. You will not send any Unsolicited Message(s)/objectionable message to your Recipients, which is in contravention of any regulations and guidelines issued by the Telecommunications Regulatory Authority of Bahrain or any other international authority having jurisdiction.
 - 3.2.3. You are free to determine the content of the SMS; however, such content must not violate the restrictions imposed under these Terms.
- 3.3. System and Network Security
 - 3.3.1. Violation of Company's system or network security is prohibited and may result in criminal and Civil Liability. The Company will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
 - (a) Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
 - (b) Unauthorized monitoring of data or traffic on any network or system without express authorization of Company.
 - (c) Interference with Service to any user, host or network including, without limitation, flooding, deliberate attempts to overload a system and broadcast attacks.
 - (d) Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data.
 - (e) Harassing or threatening transmissions.
 - (f) Probing for means of gaining unauthorized access to computers or networks.
 - (g) Introducing or causing to introduce any computer contaminant or computer viruses into system or network.
 - (h) Introducing or causing to introduce any pornography material, SMS etc.
 - 3.3.2. It is a condition of use of Services that You do not post or transmit or allow any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind through Service, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.
 - 3.3.3. You cannot use any sender ID to send SMS/MMS other than Your own name or a company or firm's name owned or managed by You. If You use a sender ID other than the one owned by You, Your account shall be terminated, and all credits will be set to zero.
 - 3.3.4. You shall register the sender ID (which shall not be more than 11 characters) before sending any SMS/MMS. It requires 24 hours to register the Sender ID. You shall be solely responsible for messages sent through the registered Sender ID. As You only have complete control of the Sender-ID (Alphanumeric or Numeric) of the MT SMS/MMS sent through Company Network, you agree not to misuse this facility. In case it is found that You are misusing this facility by sending a message in someone's name without their approval, it shall be treated as a breach of these Terms, and services will be terminated forthwith. It shall be Your sole responsibility to comply with the obligations mentioned herein, and Company shall not be responsible for any such message and the subsequent fallout resulting therefrom.
 - 3.3.5. You shall specify in each Solicited Bulk SMS/MMS your identity and contact details before the message is being sent. Solicited Bulk Messages shall include, as a minimum, Your valid telephone number or email address.
 - 3.3.6. Sending Unsolicited Message(s)/MMS messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited.
 - 3.3.7. The Company has no control over the contents of the SMS/MMS sent, and Company shall not be held responsible/liable directly or indirectly neither for the content of the SMS sent nor for any delay in delivery or non-delivery or for any errors routed by Company through Company network.
 - 3.3.8. The Company shall not be held responsible for the Messages sent through and not received by Recipient due to other Networks' limitation, and accordingly, the charges priced for the successful send will not be refunded to You.
 - 3.3.9. The Company will have the right to immediately stop and terminate the Service delivery if any message of Your messages has been legitimately reported as spam by the Company. The charges priced for such messages will not be refunded to You.

- 3.4.9. The Company shall not be responsible in any manner due to errors caused on account of internet delays, disconnection, time outs, routing problems etc.
- 3.4.10. You shall use the facilities provided by Company for delivery of SMS that terminates only within Bahrain and to such countries as permitted by the Company from time to time.
- 3.4.11. You will not send unsolicited SMS/MMS (also referred to as 'spamming') to Your Recipients. All SMS sent by You using Company's Network must conform to Resolution No. 3 of 2015 regarding the Bulk Messaging Resolution. Any violation of the terms of this clause will be Your sole responsibility.
- 3.4.12. Company shall procure that it will deliver SMS to the selected Recipients immediately upon its receipt from You. However, Company shall not be responsible for any delay, non-receipt of SMS or any other interruption in providing interconnection, which may occur due to technical reasons or snags in the system, break down of Company's Network or any other equipment, server breakdown, maintenance shut down, breakdown of communication services and such interruptions are beyond the control of Company. However, Company acknowledges that it will put in its best endeavors to achieve the best success rate in delivery of the SMS messages so routed through the Company's Network.
- 3.5. Length of SMS
- 3.5.1. Single message size constitutes a maximum of up to 160 characters for the English language and 70 characters for the Arabic language, including the header & Footer Note submitted via the Company's Network. In case the message is larger than the aforementioned characters, the Company will charge You for additional characters as per the agreed prices.
- 3.6. International SMS/MMS
- 3.6.1. If You use the Company Services for sending any international SMS/MMS message to a Customer, You shall be solely liable to comply with any legislation/ guidelines similar to the Regulations of the Telecommunications Regulatory Authority in Bahrain applicable in such Recipient's country of residence. You agree to indemnify and hold harmless the Company from any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to your non-compliance with this clause. You shall be personally liable to indemnify the Company from all claims, losses, damages, penalties, etc., arising out of relating to acts, omissions, non-compliance to this provision by any user to whom You have provided access to the Services.
- 3.6.2. Delivery of Bulk Messages to international Recipients may be provided as part of the Services, subject to availability and specific agreements with the overseas network providers. Such agreements are subject to change and may affect the Bulk Messages delivery to certain international Recipients. The Company shall not be held liable for any such changes.
- 4. PAYMENT & REFUND:**
- 4.1. In consideration of the Company forwarding the SMS through the Services, You shall pay the agreed charges/fees ("Fees") as stated in the respective Application Form and/or Our invoice that is issued to You.
- 4.2. The use of Platform is available on a pay as you go and/or pre-pay basis as set out in the respective Application Form and/or Our invoice that is issued to You. If the selected payment system is via pre-pay basis, You will purchase the pre-defined credits from the Company for Your use ("Credits"). The Credits will be available in various denominations having specific values, which you can purchase from Company. The number of SMS submitted by You or a user shall be counted for settlement.
- 4.3. Company will accept the payments in Bahraini Dinars (BHD), other currency as it may specify on the Website from time to time. Presently company accepts payment through bank transfer, Direct Debit, third party payment gateway and Cheques.
- 4.4. The Fees payable for Services are subject to modification at the sole discretion of the Company, and You shall be notified of such modifications at least thirty (30) days prior to such effect.
- 4.5. Company reserves the right to revise the Fees in case there is any change in/revision for inter-operator termination charges. Company undertakes to provide a minimum of thirty (30) days notice prior to any increase in the fees. The revised fees shall be deemed to have been accepted by you in the event that you continue to use the Services.
- 4.6. Without derogation from Clause 6.1.1 below, the Company does not offer any refund of money at any stage or in any condition once You agree to these Terms.
- 4.7. Any Taxes or governmental fees which are or may become applicable to the provision of the Services under these Terms shall be charged to You in addition to the applicable Fees, Tariffs and charges.
- 5. REPORTS:**
- 5.1. You will be provided with periodic reporting for SMS/MMS sent by You through the Service. For the purpose of calculation of Fees, Company will use the data available at Company's systems, which shall be final and binding on You.
- 6. TERM AND TERMINATION:**
- 6.1. These Terms shall come into force upon Your acceptance of these Terms and shall remain in effect unless terminated earlier, in the manner provided below:
- 6.1.1. Company may terminate Your account at any time for any reason by giving advance written notice to You. You will be refunded Credits available in your balance if the Company terminates these Terms pursuant to this clause 6.1.1.
- 6.1.2. Company may terminate Your account forthwith without any notice in the event:
- You commit a material breach of these Terms, and if capable of remedy, You fail to remedy the breach within 10 (ten) days of notice from Company in this regard.
 - Non-payment of Fees by its due date
 - You have entered into a voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or face any similar action in any jurisdiction.
 - You have committed a Fraud or are in breach of any legislation, regulation or direction issued by the Government or any regulatory body.
 - You are in breach of the respective applicable regulations to the Service.
- 6.2. You may terminate these Terms at any time for any reason by providing thirty (30) days prior notice.
- 6.3. In addition to the above, Company, without incurring any liability on its part, may restrict Your right to send SMS/MMS to certain countries or through certain operators, in the event, it is required by any Government rules, guidelines or regulations; Company's relation with concerned operator/ service provider, is terminated/suspended, a Force Majeure event occurs, or for any reason, which in the reasonable opinion of the company mandates the imposition of such restriction. The Company may notify You of such circumstances from time to time.

- 7. CONSEQUENCES OF TERMINATION:**
- 7.1. You shall immediately stop using the Services, the Site and Company's Intellectual Property Rights, including but not limited to any domain name, logo, text, images, banners, etc.
- 7.2. The termination of these Terms shall not relieve You from any obligations that accrued prior to the date of termination.
- 8. INTELLECTUAL PROPERTY RIGHTS:**
- 8.1. You acknowledge and agree that Company and its licensors own all legal rights, title and interest in the Company's Website, Domain names, Trade Marks, Copyright, Service, including any intellectual property rights which subsist therein. Unless Company has authorized You in writing, nothing contained in these Terms gives You a right to use any of Company's Trade Names, Trademarks, Logos, Domain Names, and other distinctive brand features.
- 9. WARRANTY:**
- 9.1. You warrant and represent that You shall comply with all the applicable laws and regulations, including without limitation laws relating to data protection, privacy, advertising, intellectual property, SPAM, etc., while performing Your obligations under These Terms. You further warrant and represent that You shall use the Service, only in the manner permitted by the Company, and shall not use the Platform that will result in any claims against the Company, including any claims of Intellectual Property Right Infringement.
- 10. DISCLAIMER:**
- 10.1. THE COMPANY DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SERVICES, THEIR ERROR-FREE FUNCTIONING AND CONTINUED AVAILABILITY, AS IT IS DEPENDENT ON EXTERNAL FACTORS AND THIRD PARTY SERVICE PROVIDERS. COMPANY DOES NOT WARRANT THAT ITS HARDWARE OR SOFTWARE (TECHNOLOGY) WILL BE FREE FROM FAULT, ERROR, VIRUSES OR OTHER DEFECTS OR THAT SECURITY METHODS EMPLOYED BY THE COMPANY WILL BE SUFFICIENT REGARDING CORRECTNESS, ACCURACY OR RELIABILITY OF THE SERVICES. COMPANY SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER IF YOU ARE UNABLE TO SEND ANY SMS DUE TO A WRONG/INVALID TELEPHONE NUMBER OR DUE TO ANY TECHNICAL REASONS.
- 10.2. COMPANY MERELY ACTS AS AN INDEPENDENT FACILITATOR OF SERVICES AND DOES NOT CONTROL THE CONTENTS OF ANY SMS/MMS WHICH YOU OR YOUR CUSTOMERS SEND THROUGH THE SERVICE. THEREFORE, COMPANY DISCLAIMS ALL ITS LIABILITIES IN RESPECT OF THE CONTENT OF SUCH SMS AND THE VIOLATION OF ANY LEGAL OBLIGATIONS IN RESPECT OF SUCH SMS BY YOU OR YOUR RECIPIENTS.
- 11. INDEMNIFICATION**
- 11.1. You agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys fees, arising out of or in relation to, including but not limited to:
- The use of Services by You or a user or anyone else who has been appointed by You to manage the Service.
 - The violation of these Terms including the violation or breach of any obligation by You or Your Affiliates, Users, Customers/Subscribers, Agents, employees, Directors, Managers, authorized representatives, etc.
 - Breach of any Intellectual Property Rights or Proprietary Rights of any Third Party by You or Your Affiliates, Users, Customers/Subscribers, Agents, employees, Directors, Managers, authorized representatives, etc.
 - Any content or information sent through SMS/MMS using the Service.
- 12. LIMITATION OF LIABILITY:**
- 12.1. THE COMPANY PROVIDES THE SERVICES ON AN AS-IS AVAILABLE BASIS. Company shall not be liable to You for any indirect, consequential or special damages or economic loss, which shall include loss of profits, infringements on data, business, contracts, revenues, commissions, goodwill or anticipated savings even if the same were foreseeable.
- 12.2. Nothing in this section shall exclude or limit the liability for death or personal injury resulting from the negligence of a party.
- 12.3. Notwithstanding anything contained in these Terms, in no event shall the Company be liable to You or to any of Your users or to customers (i) in excess of 10% of the amount it has actually received from You, in the previous three (3) months period, in relation to any or all causes of action; or (ii) for any direct, incidental, punitive, or consequential damages of any kind whatsoever.
- 13. PRIVACY AND ACCOUNT DETAILS:**
- 13.1. The Company committed to not disclose the details of Your communications except upon Your personal request or by an official power of attorney in this regard. However, the Company may disclose any information about You, including the content of Your communications, for law commitment purposes or because of official legal requests issued by the official authorities in the Kingdom of Bahrain. Your signature upon these Terms or any Application Form shall be deemed as a delegation to Us to disclose Your personal information and details of Your communications in the preceding cases only.
- 13.2. You shall maintain Your Personal Identification Number (PIN) and Personal Code for Decoding (PUK) in confidentiality in order to prohibit unauthorised access by others.
- 13.3. You hereby grant Us Your acceptance of Our privacy policy at (<https://www.stc.com.bh/content/privacy-policy>) which includes details of how Personal Data and information will be used by the Company and these fraud prevention agencies, and Your data protection rights.
- 14. CONFIDENTIALITY:**
- 14.1. "Confidential Information" shall mean all information disclosed orally or in writing by one party (or its parent, subsidiary or affiliated parties) to the other and which is clearly identified by the disclosing party at the time of disclosure as confidential information of the disclosing party, or which would reasonably be deemed to be of a confidential or proprietary nature. Each party shall safeguard Confidential Information utilizing the same degree of care it utilizes in protecting its own confidential information. The obligations of the recipient of Confidential Information set forth in this section shall not apply to the extent that:
- Such Confidential Information becomes generally available to the public other than as a result of unauthorized disclosure by the recipient or persons to whom the recipient has made the information available;
 - Such Confidential Information has been released without restriction by the disclosing party to another person or entity; or
 - Such Confidential Information was received by the recipient on a non-confidential basis, prior to receipt from such party, from a third party lawfully possessing and lawfully entitled to disclose such information.

- 14.2. Further, the recipient may disclose Confidential Information pursuant to any judicial or governmental request, requirement or order. The recipient shall, however, take reasonable steps to give the disclosing party sufficient prior notice to contest such request, requirement or order. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party.
- 14.3. The recipient shall keep the information confidential for a period of one year after the termination of these Terms.

15. FORCE MAJEURE:

- 15.1. Neither party shall be liable for any failure of, or delay in, performance hereunder due to causes beyond its reasonable control, including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, storm or other similar catastrophes; non-availability of Company Network or internet; any law, order, regulation, direction, action or request of the government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, or other instrumentality of such governments; national emergencies, insurrections, riots or wars; or strikes, lockouts, work stoppages or other labor difficulties. If any event of force majeure continues for a continuous period of 30 (thirty) days, the non-defaulting party may, by written notice to the other party, immediately terminate these Terms.

16. ASSIGNMENT:

- 16.1. You shall not be entitled to assign/transfer Your rights, liabilities, benefits and obligations under these Terms without the prior written consent of the Company. Any purported assignment or transfer in breach of this provision shall be void.
- 16.2. Company shall be entitled to assign/transfer its rights, liabilities, benefits and obligations under these Terms to its associates, partners, group companies, subsidiaries, holding companies and/or any other third party/person/entity etc., as it may require to perform the Services.

17. LAW AND JURISDICTION:

- 17.1. These Terms and the services hereunder shall be governed by the laws of the Kingdom of Bahrain. Any disputes and differences arising under or relating to these Terms shall be resolved pursuant to the provisions of article 56 of the Telecommunications Law or by the Courts of the Kingdom of Bahrain.

18. GENERAL:

- 18.1. These Terms shall not be amended except by an instrument in writing executed by both parties.
- 18.2. The parties are neither authorized to act as an agent, partner or legal representative of the other party nor shall either party have the authority to create any obligation on behalf of, in the name of, or binding upon, the other party.
- 18.3. These Terms supersedes and merges all prior agreements, promises, undertakings, statements, representations, warranties, covenants and inducements to the making of these Terms relied upon by either party herein, whether written or oral and embodies the parties' complete and entire agreement with respect to the subject matter hereof.
- 18.4. Nothing in these Terms is intended to confer any rights or remedies on any third party.
- 18.5. If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part, for any reason, such illegal, the unenforceable or invalid provision or part(s) thereof shall be stricken from these Terms, and such provision shall not affect the legality, enforceability, or validity of the remainder of these Terms. If any provision or part thereof of these Terms be stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- 18.6. The failure of the Company to enforce or insist upon compliance with any of the provisions of these Terms, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any provision of these Terms.

YOUR DECLARATION

I, the undersigned, acknowledge that I have accepted the terms and conditions of these Terms and confirm that the details I have provided below and which I will provide in an Application Form are valid and correct.

Customer Name	
Customer Commercial Registration No.	
Customer Authorized Signatory Name	
Authorized Signatory CPR Number	
Customer Authorized Signatory CPR	
Customer Authorized Signatory Signature	
Date	

stc (Internal)

Customer Account Number	
stc Account Manager Name	
Signature	
Date	