

"Dual Play" Service Terms and Conditions

Article 1: Service Description

1.1 Lightspeed Dual Play Service is an IP (Internet Protocol) broadband-based service allowing voice calls over IP and Internet connectivity enabled through a special modem, called Livebox, connected to the ADSL line, hereinafter referred to as the "Service".

1.2 Each Dual Play Customer will be given a dedicated number in conformance with TRA's numbering plan as extended to LIGHTSPEED to call from or to be called on.

1.3 The Livebox modem that is provided by Lightspeed is the property of Lightspeed. If at any time the Customer chooses to cancel his service with Lightspeed then the Customer shall return the Livebox modem to Lightspeed in good condition.

Article 2: Service Access Conditions

2.1 These Terms & Conditions define the provisions under which Lightspeed ("we") provides the Customer ("you") with the Service for your personal use at the installation address specified in the application form.

2.2 Service Access Conditions: In order to be able to apply to and enjoy the Service provided by Lightspeed, you must at all times have an active PSTN line (i.e. telephone line) with Batelco at the installation address specified in the application form. The Service would not be active otherwise.

Article 3: Installation of the Service

After you sign the application form and accept the present terms and conditions of Lightspeed, we will process your order and start the process of internal activation of the Service. When the internal activation is ready, we will notify you that the Livebox modem can be connected to the telephone splitter and your personal computer (PC) for testing the full activation of the Service. Lightspeed will communicate the login password to you by short message service (SMS), by telephone, in writing by post or email. You have the option to connect the Livebox modem to the PC and the splitter or to ask Lightspeed for support in connecting the same at the installation address stated in your application form.

3.1 If you request the support of Lightspeed to connect the Livebox modem at your address: Lightspeed will install the Livebox modem at your premises and will carry out the necessary procedure to ensure the availability of internet connectivity in addition to generating voice calls through the ADSL connectivity. When the installation procedure is complete, Lightspeed and the Customer will sign a Service acceptance form. Installation must be done in your presence or the presence of another person which you have delegated in order to fill the Service Acceptance Form.

3.2 If you have not requested the support of Lightspeed to connect the Livebox modem on site: You will install the Livebox modem at your premises and will carry out the procedures proposed by Lightspeed in the "Manual of Installation" in order to test the availability of internet connectivity in addition to generating voice calls through the ADSL connectivity. When the Installation procedure is complete and you can access the internet and place a call from the phone connected to the Livebox modem, you will send a written confirmation of Service acceptance to Lightspeed through e-mail or by way of a letter referencing the contract. You will have three days from the date of notification by Lightspeed of the internal activation of the Service to send the acceptance of the Service. Following these three days without Lightspeed having received any notification from you that the Service is not operational, Lightspeed will consider the Service acceptable to you and the third day shall be considered as the Service acceptance date.

Article 4: Emergency Calls Arrangements

Calls to emergency services (numbers) are accessible through the Service. However, this may not be available in an event of Force Majeure (as defined in Article 14 below), or in an event of your PSTN line is faulty.

Article 5: Quality of Service

5.1 You can access a help desk line at the number provided on Lightspeed's web site for service, billing or any other type of inquiry or complaint.

5.2 For fault registering, the customer care advisor's of LIGHTSPEED will perform a first level diagnoses and analyze reasons of the fault. If the fault is due to a shortage from LIGHTSPEED, then LIGHTSPEED will do its best to restore the Service to its normal state as soon as possible.

5.3 If the fault is due to the Livebox modem:

- Technical fault is caused by Lightspeed: the Livebox modem will be replaced by Lightspeed without any additional charges.
- In case of your misuse, mishandling or loss of the Livebox modem, it will be replaced and the replacement fees will be paid by you as referred to in the Price list.

5.4 The service will be provided to you depending on the line quality, distance from exchange, and availability. If the required service cannot be provided, Lightspeed will provide the best available service.

Article 6: Contract Period

As per these Terms & Conditions, the Contract shall come into force from the date of commissioning the service, and shall continue in force for a period of twelve months (one year). Thereafter, unless specified otherwise, the Contract shall be renewed automatically for additional period(s), each being one month.

Article 7: Charges, Billing and Payment Terms

7.1 Charges: The Service will be charged as follows: Set up fee: refers to the activation of the Service (one time payment). Monthly subscription fee: refers to the usage of the Service, including supplementary services (billed monthly on a pro rata basis for billing periods that are less than a complete month). Call charges: refers to the volume of minutes originated from the ADSL access line to all type of destinations (national, mobile, international) – (billed monthly). Other charges: refers to other specific services being offered by Lightspeed.

7.2 Billing: Billing starts from the date of activation of the Service evidenced by your signature on the Service acceptance form even if you are unable to operate the Service from your computer or other terminal arising out of faults from your end. If you do not choose the on site installation option for the Livebox modem from Lightspeed the billing will start the date of the first registered log on to the Service and by latest on the third day after the date of notification by Lightspeed to you of the internal activation (refer to article 3.2).

7.3 The Dual Play monthly bill will be issued at the beginning of each month and sent to you by post and (or) to your Lightspeed e-mail or the e-mail address which you provided us with on the application form.

7.4 You shall be obliged to settle all bills issued by Lightspeed within 30 days from the invoice date, either by cash, credit card, cheque (for companies) or bank transfer.

7.5 You have the right to dispute any amount on a bill within 30 days from receiving it; however, the disputed amount should be payable pending LIGHTSPEED'S investigation of such notified error. Lightspeed will endeavor to investigate such written notices within a period of 14 days thereafter. Lightspeed will credit your account with it immediately upon discovering that an error has occurred (i.e. in an event that you have paid more than you owe Lightspeed at such time).

Article 8: CUSTOMER'S Duties and responsibilities

8.1 You shall pay all contracted Service charges & deposits (if any), as specified in the Price list.

8.2 You will be considered the only person responsible for using your account and thus for using the Service. Any connection or transmission of data within the use of the Service will be considered to be made by you or on your behalf and under your exclusive responsibility.

8.3 You are solely responsible for the Lightspeed Livebox modem, and must not add to, modify, tamper, or in any way interfere with, nor allow anyone else (other than someone authorized by Lightspeed) to do so. You will be liable to Lightspeed for any damage or loss caused to the necessary equipment to provide the Dual Play Service installed at your premises and, in particular, to the Livebox modem, except where such loss or damage is caused by Lightspeed.

8.4 You hereby undertake to inform Lightspeed immediately, in writing, of any changes to the information supplied when applying for the Service; in particular in case of change of name, address, or takeovers, buy-outs (in the case of corporate Customers).

8.5 You are solely responsible for the use of the Service access and any direct or indirect, material or immaterial prejudice caused by you or your agents to Lightspeed or to a third party due to your use of the Service.

8.6 You must ensure that any equipment, which is attached to or used with the Service, is technically compatible with the Service and approved for the purpose under any relevant legislation, so that you are solely responsible for the adjustment of your computer's parameters to enable Service access. You acknowledge having been informed that this configuration may be modified by incorrect handling, changing computers, changing operating systems or by reformatting your computer.

8.7 You are responsible for the security and proper use of user ID and password used in connection with the Service (including changing passwords on regular basis); you are also responsible for the protection of your data and/or software from contamination by any viruses that may be circulating on the Internet or from hacking from the Internet and to perform an archive of your hard drive before and after implementation.

8.8 You undertake to respect the law, and not to use the services in an illegal manner, and in particular, the Service must not be used to make offensive, indecent, menace, or nuisance messages.

8.9 You undertake to use the Service for your own needs and will by no means use it for the purpose of routing traffic originated by equipment other than the ones necessary for the proper functioning of your Livebox modem.

8.10 You shall not market, resell or re-rent the Service under any form whatsoever to one or more third party, and shall refrain from abusive use of the Service, in particular, in case of use of the Service by several users without Lightspeed's express prior approval. You will be notified before suspending the service in case of any discovered violations.

Article 9: LIGHTSPEED's duties and responsibilities

Lightspeed is committed to deliver the contracted Service. Lightspeed will at all times do its best endeavor to ensure the optimum quality of service.

Article 10: Service Suspension or Termination by LIGHTSPEED

Lightspeed reserves the right to suspend or terminate the Service provided to you in the following, but not exclusive cases:

- In case of delay of payment or non payment of the charges and fees, as expressed in Article 8, due to Lightspeed in accordance with the Service contract and these Terms and Conditions.
- In case you have committed any breach to any of these terms and conditions, caused significant damage to the network during your use, has used the telecommunications services illegally, or have violated public laws. You will be notified before we withhold or suspend the service.
- In case of hacking, or an attempt to illegally use the data that is circulated in the network, caused by or originating with the connection with your workstations or extensions.
- In case of hacking, or attempting to hack equipment that is required to supply the Service, caused by or originating from your workstations or extensions.
- In case of marketing the service under any forms whatsoever by you to one or more third parties, or abusive use of the service, in particular, in case of use of the service by several users without Lightspeed's express prior approval. You may be notified after we suspend the Service.
- In case of waiver of the Service, either temporarily or permanently to a third party without Lightspeed's express approval. You will be notified before we suspend the Service.
- In case you file for bankruptcy or in case you are declared bankrupt or in an event that your credit worthiness has deteriorated and it is obvious to us that you are unable to pay future liabilities.
- In case of submitting any documents which turned out to be unofficial /incorrect, provided that you do not rectify the aforementioned within one week from the notification date.
- In case you are in breach of the Fair Use Policy stated in article 16 of this document Lightspeed has the right to terminate the contract in five working days after sending you a written notification detailing the reasons(s) for suspension or termination. After which you shall return the Livebox modem to Lightspeed in good shape within 7 days from the notification date and shall pay all invoiced and unsettled and/or not invoiced amounts which are payable as per the contract as requested by Lightspeed for the usage of the Service until the date of termination.

If you do not return the Livebox modem, Lightspeed will charge you an amount equivalent to the price of replacement of the Livebox modem due to loss or deterioration of the Livebox modem by you as expressed in the Price list of the Service

Article 11: Service Termination by CUSTOMER

11.1 Termination upon your request between the date of signature of the application form and the date of the Service acceptance:

- You must send to Lightspeed a written request asking to terminate the contract.
- You shall be liable to pay Lightspeed an amount equivalent to the set up fee amount plus ten Bahraini Dinars as a penalty fee.

11.2 Termination upon your request after the date of the Service acceptance. If you choose to terminate the Service before the end of the twelve months contract period:

- You must send to Lightspeed a written request asking to terminate the contract.
- You shall return back to Lightspeed the Livebox modem in good shape on the day of the Service termination request. If you do not return the Livebox modem, Lightspeed will charge you an amount equivalent to the price of replacement of the Livebox modem due to loss or deterioration of the Livebox modem as per the amount detailed in the Price list of the Service. The termination request will not be accepted or processed unless you return the Livebox modem or pay its equivalent amount as stated above.
- You shall pay Lightspeed all your outstanding Dues plus the service subscription fee for the remaining months of the twelve months contractual period.

11.3 Termination upon your request after the completion of the twelve months term. If you choose to terminate the service following the renewal of the contract:

- You must send to Lightspeed a written request asking to terminate the contract.
- You shall return back to Lightspeed the Livebox modem in good shape on the day of the service termination request. If you do not return the Livebox modem, Lightspeed will charge you an amount equivalent to the price of replacement of the Livebox modem due to loss or deterioration of the Livebox modem as per the amount detailed in the Price list of the Service. The termination request will not be accepted or processed unless you return the Livebox modem or pay its equivalent amount as stated above.
- You shall pay Lightspeed all the outstanding dues.
- For the purposes of these Terms & Conditions "Dues" shall mean any amount incurred in relation to the use of the Service which remains outstanding on your account

Article 12: Modifications

12.1 Modifications by Lightspeed: Lightspeed may change, amend, or modify the contractual or technical supply conditions for the Service at any time subject to TRA approval and after having informed you in writing at least 30 days before implementation. In the previously stated case, you may complain to Lightspeed within this period, or may terminate in full right this contract, including during the minimum one-year period but you need to pay all outstanding dues and penalties explained in Article 11.2.

12.2 Modifications by the Customer: All modifications to the information mentioned in the original application form signed by you shall be communicated to Lightspeed in writing through e-mail, fax or letter. You may not downgrade your service subscription during the first 12 months of your contract but you may upgrade your service subscription. If you choose to upgrade your service during the first 12 months, the commitment of 12 months will continue until the end of the contract's term. You may upgrade or downgrade your service after the first 12 months of your contract service.

Article 13: Service Operation

A normal telephone handset must be connected to the Livebox modem in order to be able to place or receive a call

- When you want to place a call, you will notice that the dial tone of the Livebox modem is different from the dial tone of Batelco land line
- There is a LED on the Livebox modem (looks like a phone icon) that should be lit (a solid red color) to indicate that 166 line tone is available
- Livebox modem should be connected to the electric power outlet at all times in order to function properly for internet connectivity and voice usage
- In case of power outage at your home or office, you will not be able to make or receive phone calls through the Livebox modem but you can still make and receive phone calls through your Batelco land line
- If the LED on the Livebox modem is not on or blinking, or if the Livebox modem is not working (no power or out of service) then the calls made from the telephone handset connected to the Livebox modem will go through Batelco's land line and will be charged to your normal land line bill by Batelco. You can distinguish if the call is going through Batelco landline by the sound of the dial tone (because it is different from the dial tone of the Livebox modem). Lightspeed is not responsible for calls placed and charged through your Batelco landline (17xxxxxx).

Article 14: Complaint Handling Procedure / Dispute resolution

You may submit any complaints in relation to our Service or any matter in relation to your contract with Lightspeed to our Customer Service Centre whose details are provided hereunder. Complaints shall be made in writing addressed to Lightspeed Customer Service Centre. Upon receipt of the complaint Lightspeed shall investigate the matter and revert to you within 10 working days. Lightspeed will do its best endeavor to resolve any such complaint amicably. However, the provisions of this Article do not prejudice your rights under Article 55 and 56 of the Telecommunications law to refer the matter to the Telecommunications Regulatory Authority 60 days after submitting such complaint to Lightspeed. You may contact TRA by Telephone No. 17520000/ 17520044 or by P.O.Box 10353, Kingdom of Bahrain.

Lightspeed's Customer Service Centre is located at:

**Al Moayyed Tower, Seef District
P.O.Box 18681, Manama, Kingdom of Bahrain
Telephone: 8006 1111
Fax: +973 1758 1532**

Article 15: Force Majeure

Lightspeed shall use its best endeavors to ensure the good functioning of the Services. However Lightspeed shall not be held responsible or liable for any fault, breakdown or other occurrence outside its control and in particular shall not be responsible for any event beyond its reasonable control including but not limited to fire, storm, earthquake, flood or other extreme weather conditions, acts of God, failure or shortage of power supplies, lightning, war, military operations, acts of terrorism or riot.

Article 16: Fair Use Policy

Fair use policy for Internet access and file downloads:

By accepting our Terms and Conditions, you agree to be bound by our Fair Use Policy.

Why have one?

It's designed to make sure your broadband service is fast and reliable whenever you use it. Some of our broadband customers use file sharing software and download large files like music and videos. This uses up lots of network capacity leaving less available for you. If they're doing this at peak times, it could mean that the speed of your broadband service will be affected.

Who is likely to be affected by the Fair Use Policy?

If you don't use file sharing software or download large files from the Internet it's unlikely you'll ever be affected by this policy. If you do, all we ask is that you do so considerately.

What will happen if your use is very high?

We monitor the usage carefully and if we notice that your own usage is three times higher than the average usage then we reserve the right to contact you about it. If you only occasionally have very high usage, we're unlikely to be concerned. If it is happening regularly, we may either have to reduce the transmission speed of your broadband while we continue to keep an eye on your usage, or suspend your service and/or possibly close your account. We don't want to do that, and with your support and goodwill we'll work with you to see if we can avoid this happening.

Fair use policy for telephony and VoIP service:

These terms are designed to make sure the quality of your Lightspeed "VoIP" Service is maintained.

We monitor the usage carefully and if we notice that your own usage is three times higher than the average usage then we reserve the right to contact you about it.

Any use of the Lightspeed "VoIP" Service for calls above the usage stated above will contravene this Fair Use Policy and constitute an abuse of such Service which may result in withdrawing the relevant Service from your account.