

Viacloud Terms and Conditions

Definitions:

In the Agreement (as hereinafter defined) unless the context otherwise requires the following terms shall have the following meanings:

"Agreement" means the contract between Viacloud W.L.L (herein referred to as "Viacloud") address at 8th Floor, NBB Tower, Government Avenue, Kingdom of Bahrain and the Customer, for the provision of Service comprising these Terms and Conditions via Application Form / Business Services Agreement / Proposal and/or any other documentation signed between the Parties.

"Viacloud Support" refers to the Viacloud Support Team, whose contact details are available on the Viacloud website (www.viacloud.com)

"Customer" means the Viacloud customer identified in the Agreement and who forms the other party of this Agreement. "Service Equipment" means the equipment (including any software) provided to the Customer by Viacloud for the provision of Services.

"Bill" means a periodic invoice or statement of account issued by Viacloud to the Customer.

"Charges" means sums payable to Viacloud by the Customer pursuant to this Agreement.

"Service" means (one or more) type of hardware, software, cloud, communication services, or any other products or services provided by Viacloud to the Customer pursuant to this Agreement.

"Add-on" means (one or more) type of bundles, features or sub-feature of any Service provided by Viacloud to the Customer.

"Special Number" means number which is chosen by Customer and not allocated automatically for any Customer.

"Variable Priced Service" means any Service which is charged based on consumption or units with or without a minimum threshold.

"Minimum Term" means the minimum service or subscription period, or contract term as specified in the Agreement. If no Minimum Term is mentioned, it is agreed to be 24 Months. The Customer is obligated and agrees to pay the Charges for Service(s) for the entire Minimum Term. "Residential Internet" means the Service of fiber internet provided to an individual residential address (not building common area or non-residential address) without any managed services or additional hardware from Viacloud.

1. Commencement of Agreement

This Agreement commences on the date signed by the Customer.

2. Service (s)

2.1. Viacloud shall provide to the Customer the Service which are mentioned Agreement and are subject to these Terms & Conditions.

2.2. The Customer acknowledges that Viacloud cannot guarantee that the Service provided will be free from faults and interruptions which arise from factors which are outside of Viacloud'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 Service owing to certain operational reasons (such as maintenance or Service upgrades) or because of an emergency or technical restrictions that may arise, although Viacloud shall use reasonable endeavors to keep any disruption to the Service to a minimum. Where a fault or defect occurs, which is not due to an act or default of the Customer and is within Viacloud's network, Viacloud will use all reasonable endeavors to repair any such faults.

2.3 Certain services may be backed by a Service Level Agreement (SLA) and such coverage will be specified in the Agreement for such Service. The SLA will be considered to have been breached repeatedly in the event that the stated SLA is not met due a fault within the Viacloud Network and if such fault is not outside of Viacloud's control for a minimum of 3 separate instances in any calendar month with each instance lasting a minimum of 4 hours.

2.4 A Service may be considered to be non-rectified repeatedly if each instance of the same issue causing a degradation of 50% or more in the Service has been reported to Viacloud by the Customer as stipulated in this Agreement and is due to a fault within the Viacloud Network and if such fault is not outside of Viacloud's control for a minimum of 3 separate instances in any calendar month with each instance lasting a minimum of 4 hours.

2.5 If any service requires additional cost to be incurred for the sole purpose of reaching the delivery site as per the customer requirement (customer location) at the time of provisioning the Service, and such cost cannot be estimated prior to this Agreement and therefore is not included in the commercial section of the Agreement, Viacloud will endeavor to minimize such cost, however, this additional cost will be payable by the customer. Some examples of such costs are lack of fiber availability, lack of free ports on exchange, lack of in building cabling (copper/fiber), etc. The impact of this cost does not affect the commitment of the customer as per clause 4 of this agreement.

2.6 Service provided as 'Lite' or 'SME' are intended for small business requirements and are provisioned with non-business access paths and contention ratios.

3. Service Activation

The Customer can expect the Service to be activated within 7 to 10 calendar days, whereas others may take up to one (1) month or more depending on the Service requirements.

4. Service Subscription Period

The Customer agrees to subscribe to the Service, in return for payment of charges for the minimum service period or contract term (Minimum Term) set out in the Agreement. The Minimum Term commences from the date of start of full billing for the provisioned Service. In addition to the above, the following Specific clauses shall apply for each of the below Service(s):

(i) Residential Internet: Upon date of any change in the Service like Upgrade, Downgrade, Add-on activation, Relocation, etc. the Minimum Term will be considered to recommence from the date such change was made.

(ii) All other Service(s): Upon date of any change in the Service like Upgrade, Downgrade, Add-on activation, Relocation, etc. and/or upon completion of the Minimum

Term, the Service(s) will renew automatically for the same period as the Minimum Term. The Customer understands that it is necessary for Viacloud to make long term forecasts for such Service(s) and plan and execute back-to-back commitments to be able to provide these Service(s) with high reliability and performance.

Any Service can only be terminated in accordance with Clause 8.1 of this Agreement.

5. Customer's Responsibilities

5.1. Customer Information: The Customer agrees to provide true, accurate, complete, and up-to-date information to Viacloud in the Agreement and agrees to also notify Viacloud of any change promptly in provided information.

5.2. The Customer is solely responsible for any equipment in their network to comply with applicable laws and industry standards. Viacloud cannot be held responsible for any content received or transmitted through customer's or other third party's use of the Service.

5.3. Service Equipment provided by Viacloud: The Customer agrees that any Service Equipment, (whenever applicable) supplied to the Customer by Viacloud will:

a) remain the property of Viacloud at all times, and be used by the Customer in accordance with any applicable instructions, safety and security procedures, and the Customer will not add to, modify or in any way interfere with its operation.

b) be the Customer's sole responsibility to protect from any loss. In the event of any loss, destruction or theft of the Service Equipment, the Customer agrees to notify Viacloud immediately and agrees to pay for the replacement of such Service Equipment by Viacloud.

5.4. Use of the Service: The Customer will be solely responsible for all access to and use of the Service. If a third party accesses the Service with or without the Customer's approval, the Customer remains liable for all activities conducted by such third party. The Customer agrees to not use the Service:

a) in a way which does not comply with the law or any license applicable to the Customer, or that is in any way unlawful or fraudulent and/or may potentially infringe the rights (including intellectual property rights) of Viacloud or any third party.

b) in connection with (without prejudice to the generality of sub-clause 5.4.(a) above) to send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which is liable to incite racial disharmony or hatred, or which comprises of a virus or other code liable to cause loss or damage; or

c) to resell, re-supply, hire, transfer ownership, assign, trade or otherwise dispose of the Service or make it available to any person on a commercial basis without prior written approval from Viacloud.

5.5. The Customer shall indemnify, defend and hold Viacloud harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, that may be suffered by the Customer, or anyone using the Service.

5.6 The Customer hereby represents and warrants to Viacloud that the Customer has full power to enter into this Agreement.

5.7 The Customer may renew the Service for the same Minimum Term in order to continue availing certain benefits like discounted prices, higher speeds, Add-on packages, etc. In case of non-renewal of Service upon completion of the Minimum Term, Customer will be notified, and any benefits applied on the Service(s) will be removed until renewal for Minimum Term or termination of the Service.

6. Viacloud's Rights

6.1. Viacloud has no obligation to monitor the Customer's use of the Service, nor to retain the content of any user session or any records of such. However, Viacloud reserves the right to monitor, review, retain and/or disclose information as necessary to identify breaches of these Terms & Conditions or in order to comply with any applicable law, regulation, legal process or government request.

6.2. Viacloud may retain Customer's personal data (contact details, authorized telephone numbers and IP addresses, connectivity, and hardware details, etc.) and the Customer authorizes Viacloud to use such personal data in order to provide the Service and/or maintain a record for a period of time as required by law.

6.3. The Customer understands that all rights, titles and interests (including all Intellectual Property Rights) in the Service remain vested in Viacloud (and/or third parties where applicable) and nothing in these Terms & Conditions shall operate as a transfer or license to the Customer of the same.

7. Liability and Indemnity

7.1. Viacloud 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 negligence or willful default of Viacloud, its officers and employees. If Viacloud shall be held liable to the Customer, its liability shall be limited to maximum amount equal to the Charges payable for the Service for the past (3) month period in the year in which the cause of action giving rise to the liability arose.

7.2. The Customer will indemnify and defend Viacloud against all claims and proceedings whatsoever and howsoever arising (whether actual or threatened) arising out of Viacloud's performance of its obligations under this Agreement and the Customer's use of the Service so long as Viacloud acts in good faith and in the absence of negligence or willful default on the part of Viacloud, its officers or employees.

7.3. Events beyond Viacloud Reasonable Control: Viacloud shall not be liable if it is unable to perform any obligation or provide the Service because of any factor outside Viacloud's reasonable control, including (but not limited to) act of God, fire, extreme weather conditions, default or failure of third party, war, terrorist acts, civil commotion, etc.

7.4 Every party will use their best efforts to stop the disclosure of any of the other party's confidential information up to a period of three years after termination of this Agreement.

8. Termination

8.1 Subject to the Customer's applicable Minimum Term applicable for the Service, as specified in the Agreement (see Clause 4), the Customer may terminate the Service and bring this agreement to an end by giving a prior written notice to Viacloud minimum thirty (30) calendar days for Residential Internet and minimum ninety (90) calendar days for all other Service(s). The Minimum Term calculated will be on the effective date of termination based on the termination notice from Customer. To process a termination request, all issued invoices must be settled beforehand. Upon termination, all Charges which are due from the Customer including any amount pertaining to clause 8.2 become immediately due and payable.

8.2 The following specific clauses shall apply for each of the below Service(s):

(a) Residential Internet:

(i) In the event the Customer wishes to terminate or downgrade the Service before the completion of the Minimum Term the Customer shall be liable to pay the amount equivalent to the total of all monthly charges for remainder of the Minimum Term.

(ii) The Customer shall be liable to pay BD 30 if the Customer fails to return the CPE/ONT to Viacloud in good working condition.

(iii) a cancellation processing fee of BD 15 will be applicable wherever the service is terminated.

(b) All other Service(s):

(i) In the event the Customer wishes to terminate or downgrade the Service before the completion of the Minimum Term the Customer shall be liable to pay the amount equivalent to the total of all monthly charges for remainder of the Minimum Term.

(ii) The Customer shall be liable to pay BD 200 if the Customer fails to return the CPE (if provided) to Viacloud in good working condition.

(iii) if the Service is terminated before completing 24 months, a cancellation processing fee of BD 30 will be applicable.

8.3 Viacloud may terminate the Service by either giving the Customer seven (7) calendar days' prior written notice or with immediate effect in any of the following circumstances:

(a) where the Customer receives a Service for which Customer does not pay the Charges within three (3) calendar days of the invoice due date; or

(b) the Customer breaches a material term or condition set out in these Terms & Conditions; or

(c) the Customer breaches any other term or condition set out in these Terms & Conditions and does not rectify the breach within seven (7) calendar days of being notified by Viacloud; or

(d) the Customer becomes insolvent or bankrupt or is otherwise deemed unable to pay their debts as and when they fall due.

8.4 Immediately after the termination of the Service for whatever reason, the following shall apply:

a) Viacloud may immediately terminate access to the Service.

b) Customer must immediately return any Service Equipment to Viacloud in good working order; if any Service Equipment is found missing or damaged upon inspection after return, the Customer agrees that charges for replacement of the Service Equipment by Viacloud will be added to their account.

c) Viacloud will provide the Customer a final Bill for all Charges due for termination of the Service, which will include any charges which are outstanding at the date of termination, rounded up to the full month and any other charges as applicable from clause 8.1. The Customer agrees to pay this Bill in full immediately.

8.5 None of the rights which either Viacloud or Customer has accrued as a result of these Terms & Conditions prior to the date of termination shall be lost or otherwise affected following termination.

8.6 In the event the Customer wishes to terminate the Service(s) before deployment is completed, 50% of the cancellation fees as per clause 8.2 will be applicable.

9. Suspension of Service

9.1 Viacloud may suspend the Service with immediate effect where:

a) a Breach of this Agreement or any Service is noticed by Viacloud; or

b) the relevant government authorities require Viacloud to suspend the Service for whatever reason.

c) after submitting a notice for termination by the Customer if Customer disputes the total charges payable as calculated based on the terms of this Agreement.

9.2. Viacloud may reinstate the Service in its sole discretion if it is satisfied that Customer has rectified any breach of the Terms & Conditions or the reason for the initial suspension of the Service no longer applies.

10. Charges, Billing and Payment

10.1 The Charges for the Service shall be based on tariffs and rates as provided by Viacloud and any amendments which may be introduced by Viacloud from time to time. Unless it is a regulatory, government mandated or immediate increase outside Viacloud control, any revisions to the Charges will be notified to Customer via e-mail and/or published on Viacloud website in advance.

10.2 Viacloud will provide the Customer with a monthly Bill detailing (i) the Charges for the Service provided and (ii) the total amount due to Viacloud for the provision of the Service in the period to which the Bill relates. Any subscription Charges are payable by the Customer monthly in advance, and the usage Charges are payable monthly in arrears. The Customer agrees to pay these Charges to Viacloud before the due date specified in the bill. If that payment becomes overdue, Viacloud may suspend or terminate the Service pursuant to Clause 8.2(a).

10.3 Charges for applicable Add-ons or additional features or Service(s) are payable by the Customer in addition to the

Monthly Charges listed in the Agreement.

10.4 Total amount of the Bill shall be paid by the Customer (without any set-off, deductions or withholdings whatsoever) by electronic bank transfer, or such payment modes as may be offered by Viacloud. Payment of the Setup Fee shall be due upon signing of the Agreement.

10.5 If the Customer does not pay an invoice by the due date, Viacloud shall have the right at its discretion to transfer the unpaid amount to the account of any other Service provided to the Customer by Viacloud; and deduct the unpaid invoiced amount from any payment or credit due to the Customer.

10.6 No refund will be paid for the unexpired part of the relevant period of any issued invoice upon termination.

10.7 Any service which is deemed taxable under Value Added Tax (VAT) will be taxed at the regulated VAT rate. The commercial offer does not include VAT and it will be added on the Tax Invoice. If the rate of VAT is changed or if any new government levied tax is implemented, applicable additional taxes or charges will be levied appropriately as deemed by the applicable laws. The Customer agrees to pay any such taxes, fees, or charges regardless of the period of Agreement these may be applicable for, including current, previous, or future billing cycles or invoices. Change in VAT or taxes will not affect the Minimum Term.

11. Notices

11.1 Any notice given by the Customer to Viacloud shall only be effective when delivered to Viacloud Support desk during standard working hours and signed by the authorized person in Viacloud records (in case of change of authorized person adequate support documents need to be attached). This is applicable for all notices including service performance issue escalations, billing, termination requests and any escalated service-related matters. For Service Termination in case of Residential Internet the Customer must visit Viacloud Support desk during working hours with original CPR.

11.2 Any notice to be given by Viacloud to the Customer shall be effective if sent to any relevant e-mail address or Authorized Contact for the Customer.

12. Miscellaneous

12.1 Viacloud may assign, nominate or sub-contract any of its rights or obligations under this Agreement with the approval of the regulatory authority. Viacloud may assign its right to collect outstanding debts from Customer to third party debt collectors. The Customer shall not be entitled to assign, nominate, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement (unless otherwise agreed with Viacloud in writing).

12.2 The Customer acknowledges that Viacloud may from time to time, at its sole discretion change the technical specification of the Service, provided that any changes do not materially affect the performance of the Service.

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

12.4 Complaints Procedures: The Customer should submit complaints in relation to Viacloud's Service to Viacloud Support and obtain a ticket ID to track the complaint. Upon receipt of the complaint Viacloud shall investigate the matter and at its best endeavor resolve any complaint amicably within the SLAs as applicable per service.

12.5 Number Porting: Customer agrees not to port out any number from Viacloud before the completion of 5 years of continuous service. If any number is ported out of Viacloud network for any reason after completion of 5 years of service activation, the Customer agrees to pay the one-time charge of BD 30 per number. However, if it is a Special Number, the Customer agrees to pay the one-time charge of BD 500 in addition to the full original price of the Special Number before porting the number out of Viacloud.

12.6 Fair Usage Policy: If any Service is provided free of charge or as unlimited, a fair usage limitation is applicable to prevent abuse of any Service. All such Service(s) are limited to rational values at sole discretion of Viacloud and may be withdrawn at any time, without affecting the Agreement.

12.7 If any Service is provided with a backup, the sole purpose is for the backup to be used in case of failure on the primary Service, only during the failure duration. The backup may not provide similar performance as the primary Service.

12.8 For any Service against which an issue has been reported by Customer to Viacloud, any SLA will only apply if prompt and timely information, authorization, and access has been provided by Customer to Viacloud as requested in order to investigate and resolve the reported issue.

12.9 Customer may request Viacloud for new or additional services and make changes to existing Service using emails, phone calls, electronic signatures or physical/scanned copies of the application forms or agreements. The Customer agrees that Viacloud may digitally record such consent and approvals and they will constitute as part of this Agreement and waives the right to challenge the admissibility or authenticity of such approvals.

13. General Provisions to Terms and Conditions

13.1 Viacloud reserves the right to amend these Terms & Conditions at any time. If Viacloud makes any significant amendments to the Terms & Conditions, the Customer will be notified by email about the change. The Customer agrees that their continued use of the Service shall be evidence of their Agreement to the amendments, and the updated Terms & Conditions will then be applicable to this Agreement.

13.2 These Terms & Conditions together with all documents which are referred to in these Terms & Conditions represent the entire Agreement between Viacloud and the Customer and supersedes all prior Agreements between the parties.

13.3 Failure by Viacloud to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver.

13.4 The laws of the Kingdom of Bahrain apply to these Terms & Conditions. Both parties shall submit to the jurisdiction of the Kingdom of Bahrain courts of law and agree that in case of discrepancy in meaning, the English version will prevail.

13.5 Any amendments in the understanding between parties after signing this Agreement may be agreed upon using addendums which shall be considered an extension and constitute part of this Agreement.