

Code of Practice

1. Brief About Viacloud

Viacloud is a leading telecommunications operator offering international voice, data and value-added services to Businesses and Individual mass markets. We offer a comprehensive portfolio of voice and data services - Business voice connectivity, Enterprise mobility and roaming solutions, ADSL services, Dedicated data connectivity, Wholesale voice peering, VoIP solutions and turnkey solutions to cater to complete Business communication requirements.

Viacloud started operations in 2004 out of Bahrain, then subsequently expanded into the Arab region and has rapidly gained substantial market share in Bahrain, Jordan and other adjoining markets in the Middle East. Viacloud's operations have been bolstered with the vision, foresight and active support of its Board along with a strong executive management team that brings with them considerable experience in both retail and business telecommunication products and services with achievement of market leadership positions.

Our customers range from a variety of sectors in regional markets – Banks and financial institutions, Hotels and hospitality industry, Manufacturing industry, Hospitals and health care providers, Trading companies, Food and service industry, Shipping and logistics companies, Call center services among others.

We enjoy the challenges of a dynamic and competitive market and the opportunities to collaborate with customers to solve their connectivity challenges while optimizing telecommunications spend.

2. Purpose of the Code

This Code of Practice is to inform our customers about their relationship with Viacloud. It is written for all our customers who purchase telecommunications services from Viacloud directly.

This code aims to provide you with information on:

- How to contact Viacloud (Section 3)
- Our Mission and Vision (Section 4)
- Our services (Section 5)
- How to obtain our services (Section 6)
- Service Activation (Section 7)
- Service Level Agreements (Section 8)
- Feedback and Complaints (Section 9)
- Cancellation of Services: (Section 10)
- Dispute Resolution (Section 11)
- Approval and Review of this Code (Section 12)
- Business Subscriber Form (Appendix 1)
- General Terms and Conditions (Appendix 2)

Note: The Code of Practice may be modified from time to time. However, an updated Code of Practice can be made available on request by e-mailing: business.support.bh@viacloud.com

3. How to Contact Viacloud

For up-to-date contact information, please visit our website: www.viacloud.com

A. **By phone**

Viacloud Main Office – to reach any department – +973 6500 5500

Timings: 8.30 a.m. to 5.30 p.m. from Sunday to Thursday.

Sales and Support Desks (7am to 9pm every day including holidays):

- Business Services Sales Desk – +973 6500 6500
- Business Services Support Desk – +973 6500 6565
- Retail Services support desk - +973 8040 8770

B. **By email**

- Sales: sales@viacloud.com
- Business Support: business.support@viacloud.com
- Billing & Collections: billing@viacloud.com

C. **By Website / Live Chat Support**

Our support desk is also available via live chat support on our website www.viacloud.com

D. **By Personal Visit / Physical Mail**

Viacloud Bahrain, Suite 201, Manama Center Entrance 3, Government Avenue, Manama, Bahrain.

Contact details of Telecommunications Regulatory Authority of Kingdom of Bahrain are as below:

By letter - TRA, P.O.Box 10353, Kingdom of Bahrain

By phone - +973 1752 0000/ 8008 8888

By fax - +973 17520 0044/ 17532523

By email - consumer@tra.org.bh

Website - www.tra.org.bh

4. Our Mission and Vision

Our mission is to be seen as an organization that delivers value to our customers, shareholders, employees and society at large; and to ensure that doing business with us remains a delightful experience at all times.

Our vision is to be recognized as a Telecom Leader that thrives on quality deliverables, personalized service, focused growth and developing meaningful solutions that are responsive to customer needs.

5. Our Services

Viacloud Provides services for Businesses as well as Residential users.

Our Business Services are:

- BusinessDirect – International calling service from fixed lines
- BusinessMobile – International calling service from mobiles
- BusinessDSL – ADSL service
- BusinessDedicated – Dedicated Internet Service

Our Residential Services are:

- Topcall – International calling service from internet
- Various Calling Cards – International calling service from mobiles

6. How to obtain our services

For Business Services, you can contact our Sales Desk and one of our Corporate Account Managers will meet and review your telecommunications and/or internet connectivity requirements.

During the meeting, your account manager will explain our services and how they can fit into your requirement. In some cases, and for some services, a Technical Support Engineer will also verify the technical aspects of your telecommunications and internet requirements.

Next, your Account Manager will submit either a Proposal outlining customer requirements, proposed solution, pricing and any special terms and conditions that are applicable along with our Subscription Form, or, depending on the service, only a Subscription Form.

If Viacloud submits a Proposal/Subscription Form, it will contain the following information:

- About Viacloud: Contact details, including our address, telephone number and e-mail address and the direct contact details of your dedicated corporate account manager.
- Customer Requirements Summary: General requirements that were discussed in the meeting along with any objectives of the solution.
- Proposed Solution(s): A description of the recommended services, together with international calling rates or package specifications.
- Commercial Offer: Pricing for the Service including the cost of any charges, equipment or set-up charges together with payment terms
- The minimum contract period and minimum contract charges, if applicable
- Any special terms and conditions applicable that are not mentioned in the standard subscription form and terms and conditions.
- A subscription form with terms and conditions, which are required to be filled in and signed as proof of registration for the service. And in the case of proposals, proof of confirmation of acceptance of the proposal, that was submitted.

For Residential Services, you can sign up online or purchase our products through our wide distribution channels like cold stores and super markets.

7. Service Activation

Once the signed subscription form is received by our team, the service you have registered for takes the following business days to activate:

Business Services	Estimated Days for Activation (Working Days)
BusinessDirect	3
BusinessMobile	1
BusinessDSL	5
BusinessDedicated	30

Our Business Support team will keep you updated at every stage of your application. Once your service is active, you will receive an activation confirmation with details of your account and other details related to the service.

For Residential services, all our products are instantly activated, and our customer care is available to assist in case of any issues.

8. Service Level Agreements

Each of our critical Business Services is backed with our Service Level Agreement. The Service Level Agreement defines the target availability of the service and the response time to receive support in case of any fault.

They also include definite resolution time for trouble-shooting any problems or service faults originating from our network.

9. Feedback and Complaints

Feedback

If you have any comments or concerns about our service you can contact us by phone, letter or email. Our contact details can be found at in section 3 of this Code. We may, on occasion, send you a customer satisfaction survey to ask how you think our team handled a recent enquiry. There is no obligation to complete the questionnaire but we would appreciate the feedback.

Complaints Handling

We are committed to providing you with a great value and reliable services. However, faults can occasionally occur, and when they do we want to correct them as soon as possible. We follow a comprehensive complaint handling process to solve your problem as soon as possible.

Once we receive a complaint, a customer service representative will request details like the account number of your service experiencing a problem, and details of the problem. The customer care representative then raises a trouble ticket, and will send you an email providing you with a trouble ticket reference and summary of the problem reported.

We advise you to ensure that this email is received and to keep a copy of the email with regard to your complaint. While raising a complaint, kindly provide us with clear contact details on how to reach you for updates.

Usually, Viacloud team investigates the non-fault matters and reverts to you within 14 working days and does its best to resolve any complaint as amicably and quickly as possible.

For any matters relating to Faults, the response times for Business services are as per the service SLAs provided to the customer. For residential products, the response times are generally 1 business day.

If you are not happy with the response you receive from our support team, you may ask for the matter to be referred to Corporate Account Manager/Technical Support Engineer for further investigation.

In the rare event we are unable to resolve your complaint to your satisfaction after 8 weeks or if you have received an update from us informing you that your complaint has reached 'deadlock' you have the right to refer your case to the Telecommunications Regulatory Authority. The TRA's contact details can be found at in section 3 of this code.

The TRA will want to ensure that you have followed this process before contacting them. If this is not evident that this process has not been followed then it is likely, that they will refer the matter back to Viacloud for resolution. An application to the TRA does not relieve you from any obligation you may have to pay any amounts not in dispute.

10. Cancellation of Services

If you wish to cancel your service with Viacloud once activated, you can do this in writing or by e-mail giving 7 days' prior notice, after the stipulated minimum subscription period noted in the subscription form or proposal. Cancellation of the Viacloud voice services takes 7 working days from receipt of a written request to cease as we are obliged to work within industry agreed processes.

When you cancel your service, we aim to advise you of the time lapse between us receiving your cancellation request and the time at which the service will be withdrawn. During this period, you remain liable for the costs of any services we provide you.

If you wish to cancel your Data service you can do so in writing or by e-mail, giving 30 days prior notice, after the stipulated minimum subscription period noted in the subscription form or proposal.

Any cancellation fees become immediately applicable along with usage charges up to the period the service is ceased. Cancellation fees are usually based on the minimum subscription period stipulated in the proposal or in the general terms and conditions.

11. Dispute Resolution

Viacloud is a licensed operator by Telecommunications Regulatory Authority (TRA), which provides a free, independent, service to help sort out complaints when customers and telecoms companies can't agree.

TRA's role is to investigate complaints fairly, listen to both sides of the story and look at the facts. If the TRA decides your complaint was justified Viacloud will honor their decision and put things right for you.

This process provides a straightforward alternative to legal action.

Contact details are shown in Section 3 of this Code of Practice.

12. Approval and Review of this Code


This Code is being reviewed by the Telecommunications Regulatory Authority of the Kingdom of Bahrain.

We aim to keep this Code of Practice up to date and you may obtain a copy from our customer service representatives on the numbers listed in Section 3 or visit our website.

It is essential that our customers understand, at the point of registration, the service being offered and agreement they are entering into. Hence, reading the terms and conditions thoroughly will avoid any unnecessary inconvenience or escalation of a complaint to a dispute.

If you have any questions regarding Viacloud's compliance with our Code of Practice, please contact: General Manager, Viacloud, PO Box 2724, Kingdom of Bahrain or email: arun.mandhana@viacloud.com

13. Appendix 1 – Business Services Application Form



Business Services Application Form

Customer Information

Customer Name _____ ID No _____ ID Type: CR CPR Other

Postal Address _____

Contact Name _____ Mobile _____ Email _____

Type of Service (please tick single service only)

BusinessDirect (CPS) BusinessMobile (non-CPS) Other _____

Telephone Numbers		

Note: For ten or more numbers kindly attach separate signed A4 sheet

BusinessDSL (ADSL) BusinessDedicated (MPLS) Other _____

Telephone Number for Internet Connection: _____

Choose Connection Speed:

1Mbps 2Mbps 4Mbps 6Mbps 8Mbps 10Mbps 16Mbps Other _____

Threshold: _____ Require Fixed IP: Yes No

Subscription Fees: Non Recurring Charges BD _____ Monthly Recurring Charges BD _____

Contract Period: 1 Year 2 Years 3 Years Other _____

Additional Information _____

I hereby certify that I have read and accepted Viacloud's terms & conditions, and all of the information provided above is accurate and true, and I am authorized to enter into this service contract on behalf of the above entity.

Date	Applicant Name	Signature
_____	_____	_____

Internal Use Only

Account Manager (if applicable) _____

Prepaid Postpaid Credit Limit (if applicable) _____ Approved by _____

New Account Existing Account _____ Addition Removal Modification

Remarks _____

14. Appendix 2 – General Terms and Conditions

Definitions:

"Agreement" means the agreement between Viacloud (Viacloud W.L.L, Suite 201, 2nd Floor, Manama Center Entrance 3, Government Avenue, Kingdom of Bahrain) and the Customer for the provision of Services as listed in the Service Application Form, together with these Terms and Conditions.

"Service Application Form" refers to the Viacloud's Service Application Form for Customers requesting a service and which has been duly signed by the Customer.

"Viacloud Customer Care" 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 Service Application Form and who forms the other party of this Agreement.

"Customer Equipment" means the equipment (including any software) used/procured by Customer for the provision of the subscribed Service.

"Service Equipment" means the equipment (including any software) provided to the Customer by Viacloud for the provision of the subscribed Service.

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

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

"Intellectual Property Rights" means copyrights (including rights in computer software), patents, trade and service marks, trade and 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.

1. Commencement of Agreement

This Agreement commences on the date that the Service Application Form is signed by the Customer and accepted and confirmed in writing by Viacloud via print or e-mail, unless otherwise specified on the official confirmation of the order.

2. Service (s)

2.1. Viacloud shall provide to the Customer the service which has been indicated on the Service Application Form. The current Services available are as listed in the Service Application Form and are subject to these Terms & Conditions printed herewith (and as updated by Viacloud from time to time), except where expressly stated otherwise.

2.2. 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 subscribed Service owing to certain technical restrictions that may

arise, although Viacloud shall use reasonable endeavors to keep any disruption to the provision of the Services in such circumstances, to a minimum.

3. Service(s) Activation

The Customer can expect the service to be activated as per service activation days and is subject to all start-up requirements being met. In most cases, activation of Service(s) is done within 2 to 3 business days, whereas others may take up to one (1) month or more depending on the service requirements.

4. Service (s) Subscription Period

The Customer agrees to subscribe to services, in return for payment of charges for the minimum period set out (if applicable) in the Service Application Form and thereafter until the termination of Services as indicated in sub-clause 8.1.

Any special packages or bundled services with a number at the end of the package/bundle name indicates the minimum monthly charge for that service. In case the Customer does not meet the minimum revenue as specified in the package, Viacloud has a right to charge the regular charges for the service, without any applied discounts or if required, charge the minimum package charges. In any case, the Customer is obligated to pay the minimum package charges (which are in BD and mentioned as a number at the end of the package) for the duration of the contract period as mentioned on the Application Form.

5. Customer's Responsibilities

5.1. Customer Information: The Customer agrees to provide true, accurate, complete and up-to-date information to Viacloud as requested on the Service Application Form, including but not limited to Customer's name, authorized signatory, address, CR or any subsequent reasonable information request made by Viacloud from time to time. Customer agrees to also promptly notify Viacloud of any change in aforesaid Customer information.

5.2. Customer Equipment and Data: The Customer is solely responsible for Customer's Equipment and ensures that: a) it complies with all applicable laws or relevant telecommunication industry standards and meets required specification and is compatible with Third Party Software used by Customer to receive the services and meets customer's need in respect of the use of the Services; and in the case of data services, all data retrieved, stored or transmitted through the Service. This shall include but not be limited to any distortion or corruption caused to the Customer Equipment or data as a result of the use of the Services. b) the service is not used in any manner that may be offensive, illegal or otherwise generally inappropriate, Viacloud cannot be held responsible for all or any of the content, accuracy or quality of information or the resources available, received or transmitted by any party through customer's or other third party's use of the Services, whether or not in accordance with these Terms and Conditions.

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 (unless otherwise notified by Viacloud in writing) and be used by the Customer in accordance with any applicable instructions, safety and security procedures issued by Viacloud and/or the manufacturer of the Equipment, and the Customer will not add to, modify or in any way interfere with it nor allow any other persons to do so. b) be the Customer's sole responsibility to protect from any loss. In the event

of any loss, destruction or theft of Service Equipment, the Customer is advised to inform Viacloud in writing, immediately upon becoming aware of such event. In the case of loss or theft of Service Equipment and after the Customer promptly reporting the incident to Viacloud, Viacloud may immediately disconnect the Service if requested. Any reconnection of the Service shall be made upon written application and approval by the Customer. The Customer shall remain liable to pay all Charges (including call charges) incurred with respect to that Service Equipment or usage of Service until the Customer notifies Viacloud, at which time the Service may be suspended by Viacloud. The lost, damaged or stolen Equipment may be replaced at the Customer's request and may be subject to a replacement charge that is to be specified by Viacloud, and is applicable if the cause of the damage is determined to be due to the Customer's negligence. Any service contracts minimum duration clauses shall still be applicable in case of loss of equipment.

5.4. Use of Services: The Customer will be solely responsible for all access to, and use of, the Services provided by Viacloud, whether or not the service is actually used. If the Customer allows a third party to access the services, the Customer is liable for all activities conducted by such Third Party, included but not limited to the use of landlines, mobiles and the Internet or any other usage whatsoever. The Customer agrees to not use the Service:

a) in a way which does not comply with the terms of any laws or any licence applicable to the Customer, or that is in any way unlawful or fraudulent or, to the Customer's knowledge, has any unlawful or fraudulent purpose or effect, or which infringes 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 promote drug-trafficking, prostitution, money-laundering, terrorism, pedophilia (or any material that is in anyway harmful.)

d) to send or procure the sending of any unsolicited advertising or promotional material; or in a way that in Viacloud's reasonable opinion could have a materially detrimental effect on Viacloud's business (including the Service).

e) 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.

f) to provide public information services without obtaining the prior formal approval from the relevant government authorities within the Kingdom of Bahrain.

g) Viacloud shall have the right to enforce the obligations set out in sub-clauses 5.4. (a) to (f) inclusive of suspending or terminating the Service forthwith without notice if the Customer is in breach of them.

5.5. Breach of Services: 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, whether foreseeable or not that may be suffered by Viacloud as a result

of any breach of this Clause 5 by the Customer, or anyone using the Services with the Customer's permission.

a) Viacloud reserves the right in applicable circumstances arising from a breach of the provisions of this Clause 5 or where otherwise requested, to pass on customer details to the relevant government authorities as may be appropriate. Furthermore, Viacloud may take steps as it sees fit, including but not limited to the modification or deletion of any offending material which the Customer has disseminated using the Services in contravention of these Terms & Conditions, or the suspension or termination of access to the Services pursuant to these Terms & Conditions, as soon as it becomes aware of the existence of such breach. The Customer agrees to provide all necessary assistance to Viacloud as Viacloud may request in order to allow Viacloud to take the steps set out in this clause.

5.6. Services Provisions: The Customer acknowledges that Viacloud may from time to time, at its sole discretion may

a) change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service; or

b) suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency.

c) Viacloud shall endeavor, before exercising any of its rights under sub-clause 5.6. (a) and (b), to give the Customer as much advance notice as is reasonably possible (approximately 24 hours for non-emergency situations).

d) The Customer acknowledges that it is not possible for Viacloud to guarantee a fault free Service; particularly given Service quality will be affected by the quality of interconnecting operator networks. 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.

6. Viacloud's Rights

6.1. Viacloud has no obligation to monitor the Customer's use of Services, 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 any and all communications or 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 provided pursuant to this clause or otherwise in accordance with these Terms & Conditions, and the Customer authorizes Viacloud to use such personal data in order to:

a) Provide the Services;

b) Maintain a record for a period of time as required by law, following termination of these Terms & Conditions pursuant to Clause 11 or otherwise; and

c) Otherwise disclose or use such data in compliance with Viacloud's legal obligations in respect of the same.

6.3. The Customer understands that all rights, titles and interests (including all Intellectual Property Rights) in the Services remain vested in Viacloud (and/or its suppliers where applicable) and nothing in these Terms & Conditions shall operate as a transfer or license to the Customer of the same. The Customer agrees not to do anything to limit, interfere with, or otherwise jeopardize in any manner such rights, title and interest.

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 wilful default of Viacloud, its officers, employees, affiliates or subcontractors. If Viacloud shall be held liable to the Customer, its liability shall be limited to an amount equal to the Fixed/Rental charges payable for the Service for six (6) months.

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 wilful default on the part of Viacloud, its officers or employees.

7.3. Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or, in respect of, fraud or of any statements made fraudulently by that party or its directors, officers, employees, contractors or agents;

7.4. Events beyond Viacloud Reasonable Control: Viacloud shall not be liable to the Customer if it is unable to perform any obligation or provide the Services because of any factor outside Viacloud's reasonable control, including (but not limited to) act of God, fire, extreme weather conditions, industrial action, default or failure of a third party, war, act of government or state, terrorist acts, civil commotion, insurrection or embargo.

8. Termination

8.1.a) Subject to the Customer's having fulfilled any applicable minimum subscription period applicable to a Service, (see Clause 4) as specified in the Service Application Form and/or any customized proposal offered to the Customer, the Customer may terminate these Terms and Conditions and bring this contract to an end by giving, following the expiry, prior written notice of seven (7) calendar days to Viacloud. Upon termination of these Terms & Conditions, all Charges which are due from the Customer become immediately due and payable and the provisions of sub-clause 8.2 (a) shall continue to apply. b) Viacloud may terminate these Terms & Conditions and the provision of the Services by either: i) giving the Customer thirty (30) calendar days prior written notice; or ii) 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 the time frame set out in the Customer's Bill(s) On termination, the Customer will be provided with a grace period of Seven (7) days to pay any outstanding for the Service to which the Charges relate; or
(b) the Customer breaches a material term or condition set out in these Terms & Conditions. A material term or condition for these purposes includes but is not limited to any part of Clause 5; or

(c) 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 such breach, being notified to the Customer, by coming to the attention of Viacloud; or

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

(e) Viacloud has reason to believe that the Customer has not provided true, accurate and complete information as required at the time of application for the Services.

8.2.a) Events Following Termination: Immediately after the termination of these Terms & Conditions for whatever reason, the following shall apply:

i) Viacloud will immediately terminate access to the Services;

ii) if Customer has retained any Service Equipment which they use or have used in connection with the Services or otherwise, Customer must immediately return this to Viacloud in complete and good working order, unless Viacloud provides its express prior written consent to the contrary;

iii) Viacloud will send the Customer a Bill for all Charges which are outstanding as a result of their use of the Services and which have not yet been billed by Viacloud prior to termination of the Services. This Bill will include any monthly Subscription Charges which are outstanding at the date of termination. If the Customer has paid a monthly Subscription Charge in advance of the date of termination, Customer will not receive a refund in respect of that unexpired part of the relevant month for which Customer has paid. The Customer agrees to pay this Bill on or before the date upon which payment is required;

8.2.b) 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.

9. Suspension of Service

9.1. Viacloud may, at its sole discretion, suspend the Services that are provided to the Customer instead of terminating this contract in accordance with clause 8.1 (b) above, wherein there is a breach that entitles Viacloud to terminate this contract. Viacloud shall decide the duration of such suspension.

9.2. Viacloud may also suspend the Services with immediate effect where: a) it is necessary in order to carry out any maintenance or repair to the Services or otherwise; or b) the relevant government authorities within the Kingdom of Bahrain or elsewhere require Viacloud to suspend the Services for whatever reason; or c) Viacloud have good reason to suspect that you are in breach of any of these Terms & Conditions.

9.3. Viacloud may reinstate the Services in its sole discretion if it is satisfied that you have rectified any breach of the Terms & Conditions or the reason for the initial suspension of the Services no longer applies.

10. Charges, Billing and Payment

10.1 The Charges for the Services shall be based on tariffs and rates as provided by Viacloud and any amendments which may be introduced by Viacloud from time to time. Full details of current tariffs

and rates can be found by visiting the relevant page specific to the particular Services which the Customer requires or is subscribing to, or in some cases by requesting the tariff details from Viacloud Customer Care. Any revisions to the Charges will be notified to Customer via e-mail and/or announced in a prior bill as applicable.

10.2 Viacloud will provide the Customer with a regular Bill detailing (i) the Charges applying at the time the Services are used and (ii) the total amount due to Viacloud for the provision of the Services in the period to which the Bill relates. The Customer agrees that they will pay these charges to Viacloud promptly and in any event by the payment date printed on the Bill. If that payment becomes overdue, Viacloud may suspend or terminate the Services pursuant to Clause 8.

10.3 Where applicable, the Registration and Setup Fee is payable by the Customer when the Service Application Form is signed.

10.4 For various Services, Viacloud will send the Customer a Bill on a monthly basis. Any Subscription Charges are payable by the Customer, monthly in advance, and the Usage Charges are payable monthly in arrears.

10.5 The Customer agrees that they will remain responsible for all Charges incurred by a third party who accesses their account in order to use the Services, save from the time when the Customer notifies Viacloud that a third party is using the Services through their account without their permission and Viacloud suspends the Services. Notification to Viacloud can either be achieved by written communication to the Viacloud Customer Care. Viacloud may accept and act upon verbal notifications in emergency situations at their discretion and will send a written confirmation of the notification to the Customer if doing so.

10.6 Payment of all sums due to Viacloud under the Agreement shall be paid by the Customer in full (without any set-off, deductions or withholdings whatsoever) by electronic bank transfer, or such payment modes as may be reasonably specified by Viacloud from time to time. Payment of the Setup Fee shall be made in advance simultaneously with the execution of the Agreement.

10.7 If the Customer does not pay an invoice by the due date, Viacloud shall have the right at its discretion and without notice to: transfer the unpaid invoiced amount to the account of any other service(s) provided to the Customer by Viacloud, and the Customer shall be liable to pay all charges on any invoice issued by Viacloud for such service(s) by the due date; and deduct the unpaid invoiced amount from any payment or credit due to the Customer by Viacloud under this Agreement or any other agreement for service(s) provided by Viacloud to you. The rights in this clause are in addition to any other rights that Viacloud has under these terms and conditions, including the right to suspend or terminate the Service or any other service provided by Viacloud.

11. Changes

Viacloud may vary its terms of Agreement by providing seven (7) days written notice to the Customer, and, the Customer may in turn terminate the Agreement by giving seven (7) day's written notice if Viacloud's variations have resulted in excessive increases in the Charges or changes that materially alter the Customer's rights under this Agreement to the Customer's detriment, except where the variation has been imposed upon Viacloud a direct result of legislative changes, government regulation or license changes.

12. Notices

12.1 Any notice to be given by the Customer to Viacloud shall only be effective through in writing and delivered to Viacloud Customer Care.

12.2 Any notice to be given by Viacloud to the Customer shall be effective if through media communication or in writing and delivered to the address or sent to any relevant e-mail address or facsimile number for that party set out in the Service Application Form.

13. Miscellaneous

13.1 Viacloud may assign, nominate or sub-contract any of its rights or obligations under this Agreement. 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).

13.2 Save as expressly provided under this Agreement all other warranties whether express or implied are hereby excluded to the fullest extent permissible by law and this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements.

13.3 The Customer hereby represents and warrants to Viacloud that the Customer has full power to enter into this Agreement and that all information supplied by the Customer to Viacloud and/or entered onto the Service Application Form is true, accurate and complete in all respects.

13.4 If a provision of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Viacloud can replace any provision that is not legally effective with a provision that is effective.

13.5 In the event (and to the extent only) of any conflicts or inconsistencies between these Terms and Conditions and any of the constituent parts of this Agreement, then the following Application of priority shall apply 1) these Terms and Conditions; Superseded by 2) the Service Application Form; Superseded by 3) Corresponding Proposal whenever applicable.

13.6 Complaints Procedures: The Customer may submit complaints in relation to Viacloud's Services or any matter related and that has been mentioned in contract, agreement, signed proposals between Customer and Viacloud, to Viacloud Customer Care. Upon receipt of the complaint Viacloud shall investigate the matter and revert within 14 working days and at its best endeavor resolve any complaint amicably. However, the provisions of this Article do not prejudice customer rights under Article 55 and 56 of the Telecommunications law of the Kingdom of Bahrain to refer the matter to the Telecommunications Regulatory Authority (TRA), 60 (sixty) days after submitting such complaint to Viacloud.

14. General Provisions to Terms and Conditions

14.1 Viacloud reserves the right to amend these Terms & Conditions at any time. If Viacloud does make any significant amendments to the Terms & Conditions it will inform customers of such changes either by posting the changes on its website; and/or by other means as Viacloud sees fit. The Customer agrees that their continued use of the Services after any amendments to the Terms and Conditions

shall be evidence of their intention to be bound by the Terms and Conditions as amended in accordance with this clause 14.

14.2 These Terms & Conditions together with all documents which are referred to in the Terms & Conditions represent the entire agreement between Viacloud and the Customer and they supersede all prior agreements between the parties.

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

14.4 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.

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

14.6 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.

14.7 The Customer shall not assign or otherwise dispose of any of your rights or obligations under these Terms & Conditions without Viacloud's prior written consent. Viacloud may assign its rights and obligations under these Terms & Conditions if necessary, as long as the level of service remains of a comparable standard.