

# Terms and Conditions for Star Talk Homeline Service

This sets out the terms by which North Star Communications (a member of North Star Technology Company WLL, registered in the Kingdom of Bahrain) referred to hereafter as North Star will provide telecommunications services ("Star Talk Homeline") to the Customer.

## 1. Definitions and Interpretation

"Access Number" means the Toll free number that allows the Customer to access the Star Talk Homeline Service;

"Charges" means tariffs as amended from time to time detailing Call Rates to different destinations or other expenses related to provisioning of Service;

"Contract" means the contract application, which Customer agreed with North Star and these terms and conditions;

"Customer" means any customer who enters into an agreement for the Service, as identified in the application form;

"Order" means any application that the Customer submits to North Star for any of the Services subject to North Star's approval;

"Service" means the service that allows the Customer to make international telephone calls by dialling the Access Number from a fixed line or mobile phone. North Star will provide the Service to the Customer using VoIP or other compatible telephony technology;

"Third Party Operator" means a carrier or operator of any telecommunications network or system over which North Star provides the Services;

"VoIP" means Voice over Internet Protocol (VoIP) Technology by which voice calls are transmitted over a data network / Internet instead of over the traditional analog PSTN, thereby helping to reduce call costs. By the distributed nature of the Internet, voice quality of VoIP calls may vary from time to time.

## 2. Commencement of Contract

2.1 The Contract begins when North Star confirms to the Customer activation of services requested in the application. Upon service activation, North Star will send an acknowledgement and any additional information as required to the Customer.

## 3. The Services North Star provides

3.1 The Services are made available to the Customer on the condition that the Customer do not: re-supply, resell or otherwise make the Services available to any person on a commercial basis; or use the Services or allow the Services to be used for any purposes outlined in clause 4.3 below.

3.2 North Star may select and at any time change any carrier or other service provider for the purposes of providing the Services to the Customer.

3.3 North Star cannot guarantee that the Services will be free of faults or interruptions, timely or secure to the extent the Services may be affected by factors North Star cannot control, such as lack of network capacity, physical obstructions or natural calamities. This being an international calling service via the internet (VoIP), the call quality may vary from time to time as per the nature of the public internet.

3.4 North Star shall provide the Services with reasonable skill and care. If Customer experiences a problem or suspects a fault, the Customer should notify North Star Customer Service. North Star shall not in any circumstances be responsible for any call-out or other Charges Customer will incur to any other third party network operator as a result of any problem or fault with the Service.

3.5 Periodic Call Details provided by North Star Communications about the usage of the Service are considered authentic record / proof.

## 4. Customers Use of the Services

4.1 Customer must: (i) use the Services; and (ii) ensure that anyone who uses the Services North Star provides does so in accordance with this Contract, and any other instructions given from time to time.

4.2 Customer must be the owner of the telephone line(s), or authorised by the owner of the telephone line(s) to use the lines in respect of which North Star will provide the Services to the Customer.

4.3 Customer must at all time keep any password or any PIN number for the Customer's account confidential and secure, and must inform North Star immediately if confidentiality has been compromised. Customer acknowledges that: (i) North Star may at its sole discretion, amend, add services to, or disclose any information in connection with the Customer's account upon request from anyone who correctly quotes the Customer's password; and (ii) billing reminder/information service and/or other information will be heard by anyone accessing the Services.

4.4 Customer shall not use, nor allow any other(s) to use, the Services:

- (a) for any improper, immoral or unlawful purpose;
- (b) to send a communication which is, or is intended to be, a hoax call or which is spiteful, indecent, defamatory, offensive, abusive, obscene or menacing;
- (c) to violate or infringe any rights of, or to cause unwarranted inconvenience or anxiety to, any other person;
- (d) in such a way that may damage or affect the operation or quality of the Services, the Fixed Line Network or any telecommunications system used to provide the Services; or
- (e) fraudulently or illegally.

4.5 If the Customer does not or any other person using the Services with the Customer's permission does not comply with any provision of this clause 4, Customer will indemnify North Star for any claims, losses, damages, costs, liabilities and expenses (including, without limitation, any legal costs and expenses) arising as a result of any such non-compliance.

## 5. Charges and Payment

5.1 North Star will bill the Customer for the Services in accordance with the relevant terms, tariffs, rules and Charges applying at the time the Services are used, with calls charged by seconds and rounded to the next 10 seconds or less. Charging for a call will commence as soon as the called number is answered. The available credit balance is reduced for each answered call in accordance with the published rate to the particular destination. As soon as the available credit becomes zero, the ongoing call is terminated.

5.2 North Star may vary any Charges or rates, in relation to the Services, at any time by posting the resulting price changes on its website. Customers can contact North Star Customer Services Team at 17 565 161 and request details of prices or any price change.

5.3 North Star will normally send bills for the Services on a monthly basis but retains the right to vary billing frequency at its sole discretion.

5.4 Unless otherwise agreed, payment is due in full for use of the Services by the due date specified in the bill or by pre-pay as may be determined by North Star.

5.5 Customer may elect to have their bills paid by: (i) direct debit from the Customer's bank account at an approved financial institution or (ii) a valid credit card held with an approved financial institution and nominated by the Customer or (iii) cash at the North Star offices.

5.7 If the Customer does not pay any bill(s) on the due date, North Star may suspend or terminate (at its discretion) Services provided to the Customer.

## 6. Credit Limit / Security Payment

6.1 North Star may, at its sole discretion and at any time, impose a credit limit on Customer's account and/or require payment of a security deposit or interim payment by the Customer.

6.2 Any credit limit imposed can be amended without prior notice. If Customer exceeds any such credit limit: (i) North Star may demand immediate payment of the Charges and/or suspend the Services; and (ii) the Customer will still be responsible for all Charges incurred including those exceeding the credit limit.

## 7. Rights to Suspend or disconnect the Services

7.1 North Star can at our discretion suspend or disconnect your access to the Services:

- a) If North Star is entitled to under clause 4.4, 4.5, 5.6 or 6.2 above;
- b) If North Star is required to do so by the Government, an emergency services organisation or any other competent body or authority;
- c) For repairs, maintenance or improvement; or
- d) If North Star has good reason to suspect fraudulent activity or misuse of the Calls Service or any other breach by the Customer of this Contract.

7.2 North Star will normally inform the Customer via contact information available on the Contract of any suspension or disconnection of the Services.

## 8. Ending the Contract

8.1 Customer may end this Contract for the Services by giving North Star 7 calendar days' prior notice.

8.2 North Star may end this Contract for StarTalk Homeline (i) by giving the Customer at least 7 calendar days' prior notice; or (ii) immediately if:

- a) Customer do not pay any Charges on time or the Customer breaches a materially important term or condition of this Contract (including, without limitation, any provision of clause 7 above);
- b) Customer breaches any term or condition of this Contract that does not fall within sub-clause 8.2(a) above and do not put it right within 7 calendar days of being asked to do so;
- c) North Star has good reason for believing that any information given by the Customer is false or misleading;
- d) Despite North Star's reasonable efforts the Services are no longer available.

8.3 If this Contract ends for any reason: (i) North Star will terminate Customer's access to the Services; (ii) North Star will send the Customer a bill for all unbilled Charges for telephone calls made from the service number(s) nominated by the Customer using the Calls Service prior to such termination. Customer must pay the bill by its due date; and (iii) neither the Customer nor North Star shall lose any rights accrued under this Contract prior to it ending.

## 9. Liabilities

9.1 North Star will not in any event be responsible or liable for: (i) any faults, damage or maintenance to Customers telephone line; (ii) any economic loss (including any loss of profit, revenue, business, Contract, anticipated savings, goodwill or data or any other financial loss); or (iii) any indirect or consequential loss or damage.

9.2 Subject to clause 9.1 above, North Star: (i) makes no warranties, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Services or any other warranties, conditions, guarantees or representations whether express or implied, oral or in writing, except as expressly stated in this Contract; and (ii) exclude all liability for the accuracy (or inaccuracy) of any material or other information provided or made available by us or any third party in relation to the Services.

9.3 Each provision of this clause 9 operates separately. If any such provision is disallowed or found to be ineffective by any Court, regulatory body or other competent authority the other provisions will continue to apply.

## 10. Events Beyond reasonable Control

10.1 North Star shall not be responsible for any delay or failure to carry out its responsibilities under this Contract for reasons beyond its reasonable control, including for example acts of God, natural calamities, industrial disputes, failure or shortage of power supplies, act of terrorism or riot, war, default or failure of a third party (including any network operator or service provider) or their telecommunications systems or government actions.

## 11. Using Personal Information

11.1 Information Customer provides or North Star holds about the Customer (whether or not under this Contract) may be used by North Star or its agents to:

- a. identify the Customer when they contact North Star;
- b. help identify accounts, services and products, which the Customer could have from North Star from time to time.
- c. help run, and contact the Customer about the improved running of any accounts, services and products North Star has provided before or provide now or in the future;
- d. help to prevent and detect fraud or loss; and
- e. contact the Customer about products and services offered by North Star and selected partners. North Star will only contact the Customer in this way if the Customer has previously shown their consent.

## 12. Notices and Communications

12.1 Any notice under this Contract, whether required to be written or otherwise, may be given by North Star to the Customer by post, e-mail or SMS messaging to any address, e-mail address or phone number the Customer has provided to correspond with, or by posting it on North Star's website.

## 13. Law

This Contract shall be governed by the laws of the Kingdom of Bahrain.