

# Terms and Conditions for Star Talk Business Service

This sets out the terms and conditions by which North Star Communications (a member of North Star Technology Company WLL) referred to hereafter as North Star will provide "Star Talk Business" service to the Customer.

## 1. Definitions and Interpretation

"Carrier Pre-Selection (CPS) Service" means an inter-operator service which allows the Customer the option to use another operator, like North Star, for making international calls.

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

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

"Customer" means the customer who enters into an agreement for the Service, as identified in the application form; Customer may be a business entity identified by a Commercial Registration (CR number) or an individual above 18 years of age identified by the Central Population Register (CPR number).

"Pre-Selected Operator" means a licensed telecommunication service operator who is selected by the Customer for making international calls which is North Star.

"Providing Carrier" means the operator of the telecommunication network through which the Customer's calls will be routed to North Star's network which is BATELCO.

"Service" means the Star Talk Business service that allows the Customer to make international telephone calls. The Star Talk Business is a Carrier Pre Selection (CPS) service whereby the Customer has the option to choose a Pre-Selected Operator other than the Providing Carrier. It should also be noted that as per the Carrier Pre Selection regulation a customer can have only one pre-selected operator for national calls and one pre-selected operator for international calls.

"Application Form" means the subscriber application form using which the Customer applies for commencement or termination of the Star Talk Business service.

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

## 2. Commencement & Duration of the Contract

2.1 The Contract begins when North Star confirms to the Customer activation of services requested in the Application Form. The Customer has to provide copy of CPR, CR or any equivalent identification card along with the filled application form. Upon service activation, North Star will send an acknowledgement and any additional information as required to the Customer.

2.2 North Star will provide the service within 10 working days on receiving the Customer's duly filled in application form. North Star, however, is not responsible for delays caused for the provisioning of the Service by the Providing Carrier or by any other interconnecting operator. The customer has the option of terminating the service at no cost except for the cost of any calls made (if any) within 10 days from the date of applying for the service.

2.3 Processing an application would take a maximum of up to 10 working days in accordance with 2.2 above and customers can follow up on the progress with their applications by contacting the helpline 17 565 161 or email: support@northstar.bh. Calls made to the helpline number will only be charged local call charges.

2.4 The minimum duration of this contract will be one year for business customers and three months for individual customers.

## 3. Service Provisioning

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 for any purposes outlined in clause 4.2 below.

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

3.3 The Customer acknowledges that 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 the quality of interconnecting operator networks, lack of network capacity while connecting to international carriers, etc.

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 on 17 565 161. North Star Customer Service staff will try and help resolve the problem without delay. If a customer's concern is not addressed adequately by the customer support personnel, they may lodge a formal complaint with North Star. Formal complaints should be made in writing and can be sent to North Star by post, fax or email. Complaints should include customer information such as the customers' name and contact telephone, email address and the detailed information about the concern. Complaint forms are available from North Star offices and online at [www.northstar.bh](http://www.northstar.bh).

Any formally lodged complaint will be acknowledged / responded to by North Star within 5 working days. North Star will make its best efforts to resolve complaints within 30 calendar days from the date of receiving a complaint. 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 If a Customer submits a complaint in accordance with 3.4 and is able to prove that the level of service provided to the Customer was not satisfactory as per the standards required by the TRA for CPS operators in the Kingdom of Bahrain, the Customer is entitled to compensation in the form of service rebates as decided by North Star.

3.6 North Star will consider service rebates for the Service as per 3.5 only if the fault was due to negligence on part of North Star staff or was due to a problem with the North Star network.

3.7 Monthly Call Details / Bills provided by North Star about the usage of the Service are considered authentic record / proof.

3.8 The Customer acknowledges that the Star Talk Business service can only be used for making international calls from the Customer's fixed line with call starting with 00.

3.9 Customer also understands that by availing the CPS service some services such as real time authentication systems, call forwarding, etc may be unavailable.

3.10 In case the Customer faces difficulties making an international call, the Customer has the option of making a call using the Providing Carrier's network by using an override code on a call by call basis. In which case the Customer will receive a bill for the particular calls made using the Providing Carrier's network at their relevant rates.

3.11 In the event of problems with the Service, the Customer should contact North Star Customer Service. Customer acknowledges that instead of contacting North Star if the customer contacts the Providing Carrier (BATELCO) there would be an event handling charge of BD 2.500 per event.

#### **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 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 Service, or any telecommunications system used to provide the Service; or

(e) fraudulently or illegally.

4.3 If the Customer or any other person using the Services with the Customer's permission do 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.

4.4 Customer is responsible for the provisioning and maintenance of the telephone equipment.

#### **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 change Charges or Rates, in relation to the Services, by posting the resulting price changes on its website [www.northstar.bh](http://www.northstar.bh). Customers can contact North Star Customer Service at 17 565 161 and request details of prices or any price change.

5.3 In the event of increase in any service related charges, customers will be notified by post 30 days in advance. Notification will be in the form of a formal letter or as part of periodic communications between North Star and the Customer. Customer will have the option to terminate their contract without penalty during the 30 day notice period. Use of service beyond the notice period will be considered acceptance of the varied charges.

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

5.5 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.

5.6 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 or (iv) cheque payable to North Star Communications.

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

5.8 Customer understands that he has to pay monthly charges to the Providing carrier for the rental of the fixed line, local calls, and any calls made using the over ride code of 02220.

## **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 Services**

7.1 North Star can at its discretion suspend or disconnect the Customer's access to the Services:

- a) if North Star is entitled to under clause 4.2, 5.7 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;
- 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; or
- e) if bills are not paid on the due date or if customer exceeds the agreed credit limits.

## **8. Ending the Contract**

8.1 Customer may end this Contract by submitting an Application Form indicating the customers' intention to terminate services giving North Star at least 10 calendar days' notice period.

If the customer terminates the service before the expiry of the minimum contract period, a service disconnection fee of BD 3/- will apply for individual customers and BD 10/- for business customers.

There will however be no disconnection fee applied to customers who terminate their contracts after expiry of their respective minimum contract periods.

8.2 North Star may end this Contract for Star Talk Business (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 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. Rights and Liabilities**

9.1 North Star will not in any event be responsible or liable for: (i) any faults, damage or maintenance to Customer's 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 North Star 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.

9.4 North Star reserves the right to vary these terms and conditions at any time. Customers who are affected by the change in terms and conditions will be notified by post 30 days in advance. Notification will be in the form of a formal letter or as part of periodic communications between North Star and the Customer.

Customer will have the option to terminate their contract without penalty during the 30 day notice period. Use of service beyond the notice period will be considered acceptance of the varied terms and conditions.

#### **10. Events Beyond Reasonable Control**

10.1 Neither party shall be liable 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. Use of 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. Governing Law**

This Contract shall be governed by the laws of the Kingdom of Bahrain. North Star will make its best efforts to resolve complaints within 30 days from the date of receiving a complaint.

If a formally lodged complaint is not satisfactorily resolved within 60 days by North Star Communications, the customer has the option to approach the TRA in accordance with section 56 of the Telecommunications Law.

Any unresolved complaints will be left to the judgment of the courts of law of the Kingdom of Bahrain whose jurisdiction will be final.