

TERMS AND CONDITIONS

1. INFORMATION

- Our terms and conditions set out the rules which are applicable to your participation in the reverse SMS auctions. You should ensure that you read these terms and conditions carefully as your participation in the auction constitutes your acceptance of these terms and conditions.

2. DEFINED TERMS

- "Bid" means the offer to purchase a specified lot at a stipulated price, as communicated to us by means of a text or SMS message.
- "Bidder"/"You" means the individual who participates in the auction by placing a bid.
- "Lot" means any product from time to time stipulated by us, to be auctioned by us.
- "Lowest unique bid" means the lowest whole number bid for a lot that is closest to one, that has not been selected by any other bidder.
- "Our", "We" or "Us" means Mobile Information Services, a company registered in Kingdom of Bahrain. Our address for correspondence is PO Box: 5168, Kingdom of Bahrain.

3. OFFER

- We may, from time to time, as stipulated offer a lot for sale by way of reverse SMS auction (the "offer") subject to the following conditions:
 - each offer shall be a contractual offer to sell the lot to the bidder who bids the lowest unique bid; and
 - each offer shall remain open for such period as we shall stipulate suitable but may be revoked at any time by notice from us.
- We will/may accept only a limited number of bids per mobile phone.
- Unless otherwise stated within the lot description, no reverse SMS auction lot shall include reimbursement of any travel and other expenses incurred by the successful bidder.

4. ACCEPTANCE

- Each bid you make shall be capable of unconditionally accepting the offer.
- Bids may only be made in fils and cost 500 fils per bid.
- An offer shall be deemed accepted on receipt by us of the text message from the lowest unique bidder outlining his or her lowest unique bid.
- The lowest unique bid shall be determined by us in our absolute discretion after the expiry of the time period.
- Confirmation of the identity of lowest unique bidder shall be communicated to the individual bidder by us, by whatever means deemed appropriate.
- On the acceptance of the offer by the bidder who texts to us what is determined to be the lowest unique bid ("the successful bidder"), a binding legal contract is made for the sale of the lot by us and the successful bidder assumes full responsibility for the lot.

5. PAYMENT AND PASSING OF TITLE

- The successful bidder shall be required, within seven (7) days of notification of the success of his or her bid to purchase the lot from us for the sum equal to the lowest unique bid ("the purchase price").
- On full payment of the purchase price, we will arrange for the delivery of the lot to the successful bidder.
- Title to the lot will only pass to the successful bidder on receipt by us in cleared funds of the full purchase price.

6. LIMITATION OF LIABILITY

- Nothing in this agreement will be construed as excluding or restricting (whether directly or indirectly) our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation. Subject to the foregoing, our liability to you shall be limited to the value of the lowest unique bid whether caused by breach of contract or tort, including negligence or otherwise.
- In any event, we will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of failure by us to recognize, process or accept your bid including, but not limited to access delays or interruptions, data non-delivery, any acts of god, war or terrorism, breaches of security or unauthorized use of personal data arising from hacking and /or failure or lack of reception of telephone or mobile telephone networks.
- To the maximum extent permitted by law, all warranties and representations of any kind in relation to the accuracy of the description of the lot shall be excluded. We undertake no obligation to investigate or carry out any test in sufficient depth on each lot to verify the accuracy or otherwise of the description given and you should not place any reliance on such descriptions or assume that such investigations have taken place. Accordingly we will not be liable for any misstatement, error or omission from the description of any lot.

7. SEVERABILITY

- If any provision of these terms and conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

8. DATA PROTECTION CONSENT

- Information which you provide to us as part of the bidding process (including but not limited to your name, address and mobile telephone number) and other information which you may supply to us are subject to our data protection and privacy statement.
- The current version of our data protection and privacy statement shall be deemed incorporated into our terms and conditions.
- We may hold and use the information you provide for our future marketing purposes and the marketing purposes of any associated company of any related products. If you do not wish your details to be held or used by us, you should e-mail us at info@mobileinfo.com.bh and request to be removed from our database.

9. GENERAL

- Our terms and conditions shall be governed by and construed in accordance with Bahraini law. Both you and us hereby submit to the exclusive jurisdiction of the Bahraini courts.
- We reserve the right to review and revise our terms and conditions from time to time without giving you prior notice and by participating in the auction subsequent to any revision of our terms and conditions, you agree to be bound by such changes.

10. OPTING IN/OUT

- By playing our reverse auctions, you are opting in to receive future promotional messages about any other reverse auctions which we may run. If at any time you wish to be removed from our reverse auction database, please text STOP to 95331 (Batelco) or 77022 (Zain).

PRIVACY POLICY

It is our policy to take all necessary steps to ensure that personal information held by us is processed fairly and lawfully. We will take all necessary steps to implement this policy. All our employees and data processors who have access to personal information are obliged to respect the confidentiality of your personal information.

It is our policy to ensure that all relevant statutory requirements are complied with and to monitor our internal procedures periodically to ensure compliance.

In order to provide the services, We need to hold certain personal information. Except to the extent that we are required or permitted by law, any personal information which we collect will be used solely for the purpose of providing the services or as otherwise set out in this statement and our terms and conditions. We will not hold personal information for any longer than is necessary for these purposes.

When you view the website, we may store some information on your computer. This will be in the form of a "cookie" file to store information relating to your preferences to enable us to improve our services to you.

We may from time to time use your personal information to send you information about us or third parties selected by us via email, text message or other means.

The website may contain links to other websites that are not owned by us. We are not responsible for the content of such sites or for the privacy policy of such sites or for personal information which such sites may collect and use or place on your computer.

We regard our database of customer information (which will include your personal information) as a valuable asset. Should we sell or transfer our business or any of our business assets this may include the sale or transfer of such databases of information to third parties. In using the services, you consent to such use of your personal information.