Business Terms and Conditions

These Terms & Conditions ("**Agreement**") govern the purchase, access to, and use of the Aman video surveillance as a service offering ("**VSaaS**"), including any related equipment, cloud storage, artificial intelligence features, and access to the Aman online platform and mobile application (collectively, the "**Services**").

This Agreement is entered into between the entity identified during the registration or subscription process (the "**Client**", "**you**", or "**your**") and **Oman Telecommunications Company SAOG**, a public joint stock company incorporated under the laws of the Sultanate of Oman, having Commercial Registration number 1640747 ("**Omantel**", "**we**", "**us**", or "**our**").

By selecting "I Agree", executing a subscription, creating an account, or otherwise accessing or using the Services, the individual accepting this Agreement represents and warrants that they are duly authorised to act on behalf of the Client and to bind the Client to this Agreement. Such acceptance shall constitute a legally binding agreement between Omantel and the Client.

1. Definitions and Interpretation

"Account" means the account created by or on behalf of the Client to access and use the Services, including any associated administrative and user access credentials.

"AI Add-On" means any optional features made available by Omantel, including artificial intelligence–enabled video analytics, object detection, and event-based alerts.

"Applicable Law" means all laws, regulations, regulatory requirements, and binding guidelines applicable to either Party in connection with the provision or use of the Services.

"BYO Device" or **"Bring Your Own Device Plan"** means a subscription option that allows the Client to connect and use compatible third-party CCTV equipment with the Services, as specified in the applicable Plan.

"BYO Plan" or **"Build Your Own Plan"** means a subscription option that allows the Client to customize its subscription by selecting Devices, features, and service components as part of the Services.

"Cloud Data" means all data processed, transmitted, or stored through the Platform, including video footage, images, audio, metadata, timestamps, event logs, system records, and AI-generated analytics.

"Cloud Storage" means the remote storage of Cloud Data on computing infrastructure managed by or on behalf of Omantel.

"Contract Term" means the minimum commitment period applicable to the Client's selected Plan, as further described in Clause 4.

"Device" means any camera or CCTV equipment compatible with the Services, whether supplied by Omantel or provided by the Client under a BYO Device Plan.

"Equipment" means any Devices and related hardware supplied by Omantel to the Client under a Plan.

"IPR" means all intellectual property rights, including patents, copyrights, database rights, trademarks, trade secrets, and all similar or equivalent rights.

"Plan" means any subscription package or service configuration selected by the Client for the Services.

"Platform" means the Aman online portal, mobile application, and any related interfaces provided by or on behalf of Omantel for accessing and managing the Services.

"Services" means the Aman video surveillance as a service (VSaaS) offering, including video surveillance functionality, Cloud Storage, remote access, maintenance support, and any AI Add-Ons or other optional features.

"Software" means all software made available by or on behalf of Omantel as part of the Platform or the Services.

"Territory" means the Sultanate of Oman, unless otherwise expressly agreed in writing.

"Client", **"you"**, or **"your"** means the legal entity that has accepted this Agreement through its duly authorised representative and has subscribed to a Plan.

2. Eligibility

The Services are intended for use by legal entities operating within the Territory. The Client represents and warrants that it is duly incorporated, validly existing, and authorised to conduct its business in the Territory, and that the individual accepting this Agreement is duly authorised to bind the Client.

3. The Services

3.1 scope of Services

Omantel shall provide the Services in accordance with the selected Plan, as may be described on Omantel's website or in the applicable subscription details.

The Services are provided for general monitoring and deterrence purposes only and do not constitute a security guarantee, alarm system, emergency response, or law enforcement solution. Omantel does not warrant or guarantee the prevention of incidents, theft, loss, injury, or damage. The Client acknowledges that it remains solely responsible for its security arrangements and any reliance on the Services is at its own risk.

3.2 Exclusions

The Services exclude electrical work, extended cabling, specialized mounting, civil works, and non-standard accessories.

3.3 Add-ons

Optional AI features may be made available by Omantel. AI Add-Ons are governed by clause **Error! Reference source not found.**.

Where AI Add-Ons are enabled, You acknowledge that AI outputs may contain inaccuracies, including false positives or false negatives; Omantel makes no representation or warranty regarding their accuracy, completeness, or reliability, and you remain solely responsible for independently verifying events and determining any actions based on such outputs.

3.4 Connectivity

The Services require an active and reliable internet connection. The purchase of the Service does not include any internet bandwidth, and we do not supply or guarantee connectivity. All video uploads and downloads will use your existing internet connection.

Each Plan specifies a minimum required upload speed, and you are responsible for ensuring that your connection meets these minimum requirements for the Services to operate as intended.

4. Contract duration and renewal

4.1 Contract term

The Contract Term shall be as specified in the applicable Plan or subscription details and shall commence upon activation of the Services by Omantel.

4.2 Renewal

Unless otherwise specified in the applicable Plan or agreed in writing, the Services shall automatically renew for successive monthly periods at Omantel's prevailing rates, unless the Client provides notice of non-renewal in accordance with this Agreement.

5. Equipment Installation and Relocation

The Equipment shall be installed at the premises identified and confirmed by the Client at the time of subscription (the "**Registered Premises**"). Installation at any other location is not permitted unless carried out as a relocation in accordance with this Clause.

5.1 Internal Relocation within the Registered Premises

a) The Client may reposition the Equipment within the Registered Premises at its own cost and responsibility, provided such relocation is technically feasible and does not affect the proper functioning of the Services.
b) Where the Client requests assistance from Omantel, installation fees of twenty Omani Riyals (OMR 20) per Device may apply.
c) Internal relocation shall not affect the Contract Term.

5.2 External Relocation to a New Premises

a) Any relocation of the Equipment to a different premises shall be subject to applicable installation and relocation charges.
b) The Client shall provide at least fifteen (15) days' prior written notice for any external relocation request.
c) Service availability at the new premises is subject to technical feasibility, including the availability of suitable infrastructure, connectivity, and compliance with the minimum requirements of the applicable Plan. Omantel does not guarantee continuity of the Services following relocation.

6. Upgrades and Downgrades

6.1 Upgrades

The Client may request an upgrade to its Plan. Any approved upgrade may be subject to a new Contract Term commencing from the date of activation of the upgraded Plan.

Where applicable, additional Devices corresponding to the upgraded Plan shall be provided in accordance with the revised subscription.

6.2 Downgrades

Downgrading a Plan during the Contract Term is not permitted. The Client may terminate the existing Plan in accordance with this Agreement and subscribe to a new Plan, subject to any applicable early termination charges.

7. Add-On Services

7.1 Additional Cameras

a) Subscription to additional Devices or cameras may result in an extension of the Contract Term, aligned with the applicable Plan terms.
b) All Add-Ons are subject to technical and commercial feasibility.

7.2 Cloud Storage and AI Add-Ons

a) Cloud Storage and AI Add-Ons may be offered on a flexible or subscription basis, as specified in the applicable Plan. Unless otherwise stated, such Add-Ons may be activated or cancelled independently and shall not affect the Contract Term of the primary Plan.
b) Cloud Data shall be retained strictly in accordance with the applicable retention period under the Client's subscription, after which it may be automatically overwritten or deleted.
c) In the event of continuous non-payment exceeding sixty (60) days, Omantel reserves the right to permanently delete all Cloud Data without liability or obligation of recovery.
d) Upon termination or cancellation of the Services or any Add-On, Cloud Data may be deleted following a grace period of up to thirty (30) days, or earlier where required by Applicable Law, regulatory instruction, court order, or to protect system integrity. Omantel shall have no obligation to archive, export, or restore any Cloud Data following deletion.

8. Early termination

8.1 Early termination charges

If the Client terminates the Services, in whole or in part, prior to the expiry of the applicable Contract Term (other than where expressly permitted under this Agreement without charge), the Client shall pay to Omantel:

a) an amount equal to the total subscription fees that would have been payable for the remainder of the Contract Term for the terminated Services; and
b) all accrued but unpaid charges, fees, and amounts due up to the effective date of termination.

For the avoidance of doubt, all amounts payable under this Clause shall become immediately due and payable upon termination.

8.2 Equipment

Any Equipment purchased by the Client shall remain the property of the Client. Omantel shall have no obligation to repurchase, refund, or otherwise compensate the Client for any Equipment following termination of the Services.

9. Warranty

9.1 Equipment Warranty

Where applicable, Omantel warrants that any Equipment supplied under the applicable Plan shall be free from defects in materials and workmanship for the warranty period specified on Omantel's official website for the relevant product category. All other warranties at law or

The warranty shall commence upon activation of the Services and shall remain valid subject to the Client's compliance with this Agreement and all applicable usage and maintenance requirements.

This warranty does not apply to defects or damage arising from misuse, improper installation (other than by Omantel), unauthorised relocation, physical damage, failure to follow manufacturer guidelines, or use outside the intended operating conditions.

9.2 BYO Device Plan

a) Under a BYO Device Plan, the Client is solely responsible for ensuring that any third-party equipment used with the Services is compatible with the Platform and Services.
b) Any list of compatible devices provided by Omantel is for reference only, may be updated from time to time, and does not constitute a representation or warranty of compatibility.
c) Omantel does not guarantee that any device, whether listed or unlisted, will be compatible, operate without interruption, or support all features of the selected Plan. Compatibility may depend on factors outside Omantel's control, including device specifications, firmware, network conditions, and third-party configurations.
d) No warranty or support is provided by Omantel in respect of third-party equipment, except for limited onboarding and connectivity guidance as may be specified.

9.3 Disclaimer

Except as expressly set out in this Agreement, the Services, Equipment, Platform, Software, AI Add-Ons, and any related deliverables are provided on an "as is" and "as available" basis.

To the maximum extent permitted by Applicable Law, Omantel expressly disclaims all warranties, representations, and conditions, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, accuracy, reliability, availability, or uninterrupted operation.

Without limiting the foregoing, Omantel does not warrant that:

- the Services will be uninterrupted, error-free, or free from delays or security vulnerabilities;
- the Services will meet the Client's specific requirements or achieve any intended results; or
- any outputs generated through the Services, including AI Add-Ons, will be accurate, complete, or reliable.

10. Support and Maintenance

a) Omantel shall provide technical support for the Services through its designated support channels, including remote troubleshooting and assistance with the operation of the Services.
b) Omantel may perform remote diagnostics, monitoring, and system health checks, including configuration support and verification of system performance.

10.1 On-Site Support

On-site support services may be provided subject to availability and shall be chargeable unless expressly included in the applicable Plan or covered under a valid Equipment warranty.

11. Client Responsibilities

11.1 Use of Services

Client shall use the Services in compliance with Applicable Law and solely for its internal business purposes.

To ensure proper functioning of the Services, the Client shall:

- maintain the minimum technical requirements specified in the applicable Plan, including required upload speeds;
- ensure stable and continuous internet connectivity; and
- provide adequate power supply, network infrastructure, and access at installation points.

11.2 Account Security

The Client is responsible for maintaining the confidentiality and security of all account credentials, access rights, and authentication mechanisms associated with the Services.

Omantel shall not be liable for any loss or damage arising from unauthorised access resulting from the Client's failure to secure its account.

11.3 Prohibited Use

The Client shall not, and shall ensure that its users do not:

a) use the Services in violation of Applicable Law or third-party rights;
b) use the Services in a manner that infringes privacy rights, including recording in areas where individuals have a reasonable expectation of privacy;
c) interfere with, disrupt, modify, or disable the Services, Platform, or any associated systems;
d) introduce malicious code, conduct denial-of-service activities, or otherwise compromise system integrity; or

e) attempt to bypass security controls or gain unauthorised access to any part of the Services or Platform.

11.4 Data Protection and Privacy

The Client acknowledges and agrees that it acts as the data controller in respect of any personal data captured or processed through the Services, and shall ensure that its use of the Services complies with all Applicable Law, including the Oman Personal Data Protection Law (Royal Decree 6/2022).

Without limitation, the Client shall:

- implement appropriate transparency measures, including signage where required;
- ensure that monitoring is proportionate and limited to lawful purposes; and
- establish a valid legal basis for the collection, use, and disclosure of any personal data.

11.5 Equipment Care

The Client shall maintain all Equipment in good working condition and in accordance with manufacturer guidelines.

Any damage resulting from misuse, negligence, or unauthorised handling may result in additional charges and/or void the applicable warranty.

11.6 Cooperation

The Client shall provide reasonable cooperation to Omantel, including granting access to premises, systems, and relevant personnel, as required for installation, support, maintenance, or troubleshooting.

11.7 BYO Device Obligations

Where the Client uses third-party equipment:

a) the Client is responsible for installation, configuration, power supply, and physical security of such equipment;
b) Omantel's support shall be limited to Platform onboarding and connectivity guidance; and
c) Omantel shall have no responsibility or liability for the performance, failure, or security of third-party equipment.

12. Fees and Payment

12.1 Payment

The Client shall pay all fees and charges in accordance with the applicable Plan and within thirty days from the date of receiving the invoice.

Any undisputed amounts not paid when due may result in suspension or termination of the Services in accordance with this Agreement, without prejudice to Omantel's other rights and remedies.

12.2 Non-Payment and Data Deletion

Without prejudice to Omantel's rights, in the event of continuous non-payment exceeding sixty (60) days from the due date, Omantel reserves the right to permanently delete all Cloud Data associated with the Services without liability or obligation of recovery.

12.3 Changes to Fees

Omantel may revise applicable fees upon renewal of the Contract Term or by providing at least thirty (30) days' prior notice to the Client.

13. Intellectual Property

13.1 Ownership

All IPR in and to the Services, Platform, Software, and any related materials shall remain vested in Omantel or its licensors. No rights are granted to the Client other than those expressly set out in this Agreement.

13.2 Licence

Subject to compliance with this Agreement, Omantel grants the Client a limited, non-exclusive, non-transferable, and revocable licence to access and use the Services and Platform during the Contract Term for its internal business purposes.

14. Data Protection and Privacy

The Client acknowledges that it is responsible for ensuring that its use of the Services complies with Applicable Law, including the Oman Personal Data Protection Law (Royal Decree 6/2022).

Any personal data processed by Omantel shall be handled in accordance with Omantel's Privacy Policy, as published on its website.

15. Limitation of Liability

15.1 Exclusion of Certain Damages

To the maximum extent permitted by Applicable Law, Omantel shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, business, or data, arising out of or in connection with the Services.

15.2 Specific Exclusions

Without limitation, Omantel shall not be liable for:

a) any interruption, suspension, delay, or unavailability of the Services;
b) any loss, corruption, or deletion of data;
c) any acts or omissions of third parties, including internet or telecommunications providers; or
d) any use of the Services by the Client in violation of this Agreement or Applicable Law.

15.3 Liability Cap

To the maximum extent permitted by Applicable Law, Omantel's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client for the Services in the twelve (12) months preceding the event giving rise to the claim.

15.4 Non-Excludable Liability

Nothing in this Agreement shall exclude or limit liability to the extent such liability cannot be excluded or limited under Applicable Law.

16. Force Majeure

Omantel shall not be liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labour disputes, government actions, power failures, cyber incidents, regulatory restrictions, or failures of internet or telecommunications networks.

Omantel's obligations shall be suspended for the duration of such event, provided that it uses reasonable efforts to mitigate the impact and resume performance as soon as practicable.

17. Suspension and Termination

Omantel may suspend or terminate the Services, in whole or in part, with immediate effect upon notice to the Client if the Client:

a) fails to pay any amounts due;
b) breaches this Agreement and fails to remedy such breach within a reasonable period (where capable of remedy);
c) misuses the Services or uses them in a manner that may harm the Platform, network, or other users; or

d) violates Applicable Law.
a) Suspension shall not relieve the Client of its payment obligations under this Agreement.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

The courts of the Sultanate of Oman shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.