



## TERMS AND CONDITIONS

Please read the following terms and conditions carefully before signing the Customer Agreement Form (CAF) between Micronet Broadband (Pvt) Ltd., (hereinafter referred as 'MBL') and the 'Customer':

**1. Agreement:** MBL agrees to provide Customer with DSL based Internet Services pursuant to the plans chosen on front side of this Agreement.

**2. Term:** This Agreement takes effect on the day Services will be activated. By signing this agreement, Customer agrees to a minimum service period ('Minimum Term') of one (1) month for his/her Services. Agreement will stand automatically renewed at the expiry of Minimum Term, unless MBL is notified in writing to the contrary, at least thirty-(30) days prior to the expiration of the Minimum Term. If Customer terminates his/her Services during this Term, he/she will be liable to pay the charges equal to 30 days of Service.

**3. Rates and charges:** As long as Customer subscribes to MBL's Services, Customer agree to pay in advance applicable service rates for Service plans he/she has selected along with all charges properly billed to his/her account. Such charges include (but are not limited to) a one-time non-recurring set-up fee and recurring monthly Service charges and applicable duties and taxes, if any. MBL reserves the right to increase/decrease these charges/tariffs and monthly packages by giving 15 days advance notice to the Customer.

**4. Late Charges:** Payment is due on the date indicated on the Service bill. Any balance amount remain unpaid on the next billing date, shall be considered in default and will be subject to a surcharge of five percent (5%) of the unpaid balance due per month.

**5. Change of Service Plan:** Customer may change to another Service plan free of charge, if no actual work is needed by MBL staff at Customer's premises. Written change of Service plan request from Customer should reach MBL on or before 25th day of a calendar month for the new plan to take effect from 1st day of the next month. No change of Service plan requests will be entertained during the month.

**6. Refunds:** Customer may terminate Services by giving MBL 30 days prior notice to claim refund of already paid charges except for initial one time setup/installation fee and cost of equipment. Refund of monthly charges will be calculated equal to the amount remaining against the time/traffic volume un-utilized by the Customer from the date of filing refund claim with MBL. Minimum processing period for refund request will be 14 days from the date of filing of claim.

**7. Security Deposits:** MBL requires deposit as security payment equivalent to one-month recurring amount of Service plan selected. This deposit is refundable at the time of termination of Services either by the Customer or MBL. This deposit can be adjusted in any outstanding amount due at the Customer's end.

**8. Default:** If Customer does not pay any charges owed to MBL when due or violates any term of this Agreement, then MBL will have the right to discontinue or restrict the the use of Service either temporarily or permanently without notice. In either case, MBL shall incur no liability whatsoever.

**9. Usage:** The Customer shall:

- i. not use the telecom Service for any unlawful purposes
- ii. not attempt to gain unauthorized access to any computer system connected to the Internet or MBL's network.
- iii. not introduce any computer virus into the Internet or MBL computer systems.
- iv. not persistently send messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or anxiety to any person.
- v. not send any message which is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene, libelous or menacing nature or may infringe on any statutory regulations and laws of Govt. Of Pakistan.
- vi. comply with all provisions of Pakistan Telecommunication (re-organization) Act, 1996 and Pakistan Electronic Media Regulatory Authority Ordinance, 2002.

**10. Availability of Service:** MBL will use its best efforts to provide Customer with quality Services without interruption, as far as technically feasible. However Service is subject to transmission limitations beyond MBL's control. Services may be temporarily unavailable or limited because of the unavailability of backbone or any other service provided by PTCL or any third party services not in control of MBL. Service to any or all Customers may be temporarily interrupted or curtailed because of equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of Service. However, in event of a scheduled interruption, reasonable notice will be given to the customer.

**11. Customer Support:** MBL will provide telephonic customer support through its Technical Assistance Center (TAC) on 24x7 basis. Onsite customer support in case of physical line problem will be provided within 48 hours (excluding weekends and public holidays). As a telecom operator, MBL's responsibility is to extend connectivity to Customer Premises Equipment (CPE) installed by MBL. Connectivity beyond CPE is responsibility of the Customer. In case of a fault identified at Customer's end beyond CPE, additional charges for Value Added Services as per prevailing rates will be charged from the Customer.

**12. Governing Law:** This Agreement shall be deemed made and entered into in the courts of the respective territory where the Service is being provided by MBL and shall be construed and enforced in accordance with and governed by the laws of the Islamic Republic of Pakistan.

**13. Payment of Costs:** In an event Customer defaults in the performance of any

terms or conditions of this Agreement or in payment of any sums of money due under this Agreement, then Customer shall pay all reasonable costs, charges, attorneys fees and expenses incurred by MBL in enforcing the terms and conditions of this Agreement and in pursuing its claims.

**14. Limitation on Damages:** In no event shall MBL and/or any of its agents, employees, officers, parents, affiliates, subsidiaries, successors, assigns, directors, brokers, and/or attorneys ("MBL parties") be liable to Customer for lost profits and/or punitive or exemplary, incidental, consequential, special and/or indirect damages in any action arising out of or related to: (1) this Agreement; (2) the rights granted hereunder;(3) any breach, termination, cancellation or non-renewal thereof;(4) Customer's business;(5) Services;(6) CPE; and/or(7) any act, omission, and/or negligence of any of the MBL parties.

**15. Claims:** Claims against MBL shall be limited to recovery of no more than the sum(s) paid to MBL for Services. MBL shall not to be liable for any damages caused by delay in delivery, installation or furnishing of Services, CPE and/or periodic and/or recurring interruption in Services being provided under this Agreement.

**16. Operating Environment:** Customer shall assume full responsibility for overall effectiveness and efficiency of the operating environment in which MBL's Services and/or the CPE are to function. No action arising out of any claimed breach of the Agreement or transactions under the Agreement or regarding the Services may be brought by the Customer more than 30 days after the cause of the action has accrued.

**17. Arbitration:** Customer agrees that any and all controversies, action, suits, and/or claims brought by him/her against MBL regarding any matter whatsoever, shall be settled exclusively by arbitration. Customer hereby waives any right it may have to bring any action against MBL in any forum other than arbitration. One arbitrator, mutually agreed upon by the parties, who shall be an attorney enlisted in Pakistan Bar Council, shall act as an arbitrator. The losing party shall pay the fees, costs and expenses of the arbitrator. The arbitration proceeding shall be conducted in accordance with the prevailing commercial rules of the Pakistan Bar Council or any Successors thereto. Judgment or any award by the arbitrator shall be binding MBL and Customer, and may be filed in a court of competent jurisdiction in the respective territory where Service(s) is/are being provided by MBL.

**18. Assignment:** MBL may assign Agreement in entirety or assign the right to receive payments to a third party without Customer's consent. Customer may not assign this Agreement without MBL's prior written consent, which may be withheld at MBL's sole discretion.

**19. Indemnity:** MBL is not responsible for any injuries or loss to Customer caused by Customer's use of Service. Customer agrees to indemnify, defend, and reimburse MBL of expenses, including attorney fees, and claims for such losses and injuries, including those arising out of negligence, tort, or strict liability claims. This indemnity shall continue even after the term of this Agreement has expired and/or after termination of this Agreement.

**20. Internal Wiring Fees:** MBL's Field Services Technicians (FST) will perform limited inside wiring for connectivity to the CPE. If the Customer authorizes or request MBL's FST to place the CPE in a location that requires inside wiring, then MBL will provide these Services at additional applicable rates. The inside wiring does not include connecting the CPE to the computer or hub/switch, any Ethernet Cabling to the CPE, or coaxial cabling for TV sets. Such wiring, if required by the customer, will be carried out by MBL at additional charge.

**21. Virus Related Traffic:** Customer is responsible for proper maintenance of his/her computer system(s) like installation of Anti-Virus Software etc. while utilizing MBL's Service. All un-intentional traffic generated due to virus infection of Customer's computer will be charged to the Customer's account, as it consumes MBL's bandwidth.

**22. Miscellaneous:**

- i. Should any provision of this contract becomes void for any party, the validity of the remaining provisions shall not be affected thereby unless the commercial intent of this contract is thereby affected/frustrated.
- ii. Telecommunication connection may be monitored at any time by relevant and legitimate agencies of the Government of Pakistan in national interest.
- iii. MBL at its exclusive discretion reserves the right to refuse, change or remove Customer ID's/ Password/PINs which it deems inappropriately or offensively.
- iv. Should the Customer be in breach of any terms of this agreement, MBL may terminate Service(s) immediately without any notice and without termination damages claim on MBL for such breach.
- v. MBL makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/or arising out of the facilities provided by MBL or software not owned, or distributed by MBL
- vi. MBL disclaims all liability whatsoever, for any loss of data howsoever caused including without limitations non-delivery, mis-delivery or misuse, for any interruption, suspension or termination of telecom Services or for the contents, accuracy or quality of information or resources made available or received or transmitted through telecom Services.