

Applicants/Customers are requested to read the following terms and conditions before signing the application for WiMAX services:

GENERAL

1. Subject to the acceptance of the application and technical feasibility, BSNL will Endeavour to provide the WiMAX Service as soon as possible.
2. For proof of address customer has to submit along with form overleaf, self attested copy of any one of : Electricity bill/ Water Bill/Pass Port/ Telephone Bill/ Notarified copy of Rent lease agreement/Voter ID Card/ Driving License..
3. For Proof of photo Identity, the customer shall submit along with form overleaf self attested copy of the (a) Photo Identity card issued by Government or Statuary Authority/ Photo Credit Card/ Driving License/ Income Tax PAN/ Passport/ Arms License/ Voter ID card (b) Public Limited Company may enclose certificate of incorporation along with any proof of identity, as indicated at (a) above of the authorized officer of the company (c) in case of Government of India undertakings, Government of India Officers/State Government Officers, the aforesaid requirements are dispensed with and self-certification on the letterhead will suffice along with the name and designation of the coordinating officer to be constituted in case of need (d) in case of Foreign Missions in India and other Foreign Agencies, the name and designation of the authorized officer along with details of officials etc are required for whom the Broadband Wireless Connection is intended.
4. In case of a sole proprietary concern, the proprietor may sign himself and affix a rubber stamp.
5. In case of partnership concern, all partners or any one of the partners duly authorized or Person with the Power of Attorney may sign. In case of company, the signature should be of a person on behalf of a company, in accordance with the provisions of its Articles of Association. In case of partnership concerns, copy of (i) Power of Attorney for authorization and (ii) Partnership Deed, and in case of Limited Company, a copy of the Articles of Association, may be attached.
6. In case of Government Departments, authorized persons may sign and affix rubber stamp.
7. A Demand note will be issued to the customer for depositing the charges payable as per the tariff plan selected for enabling the customer to pay the same before commencement of services.
8. The contract with BSNL for provision of WiMAX Service will be for a minimum period from the date of commencement (depending upon the plan chosen) in accordance with the tariff plan opted.
9. The data speeds shown are for downstream only and are applicable only to last mile. However, BSNL shall not be responsible for lesser data download speed caused by the accessed website status as well as its bandwidth or any congestion on international gateway or the media. There is no guarantee for minimum up load data speed.
10. All IP addresses assigned will be dynamic. However Static IP addresses will be given in the selective Business Plans as per details mentioned in the tariff plans.
11. The customer is required to fully comply with the provisions of the Indian Telegraph Act 1885, Indian Telegraph Rules and the Information Technology Act 2000, and rules made there under and any amendments or replacements made thereto from time to time.
12. In case of payment by Cheque/DD for Services, Installation charges and registration charges for the same should be made in favor of **AO (Cash)** of concerned SSA of BSNL.
13. Customers are allowed to use CPE supplied by BSNL or chosen distributor appointed by BSNL only.
14. The CPE is to be purchased by the customer directly from BSNL or distributor appointed by BSNL.

OTHER CONDITIONS:

1. No migration is allowed to the lower tariff plan till the expiry of the committed period.

RIGHT TO TERMINATE SERVICE:

1. BSNL reserves the right to terminate the service to any customer in case there is sufficient evidence of the customer intentionally or unintentionally using the service in the manner which would adversely impact BSNL or BSNL's Network.
2. The customer shall be the sole responsible for using the service only for Legal and appropriate purposes.
3. BSNL reserves the right to terminate the services in the event of non-payment of bills issued by BSNL in accordance with the tariff plans opted by the customer and the extent of usage or any default on the part of customer.
4. If at any stage information furnished in the application form is found false- WiMAX service is liable to be disconnected immediately without any notice.

DISCLAIMER:

1. BSNL will exercise all reasonable care in providing the services, but it is not responsible for interruption in service due to power failures, equipment malfunctions, or acts of natural calamity or any other reasons beyond its control.
2. BSNL is not responsible for customer's computer hardware and software or areas of the Internet not under its control. BSNL does not warrant privacy, security, or efficiency of the Internet.
3. BSNL is not responsible for actions taken by customers or others as a result of the services.
4. BSNL is not responsible for any content received or transmitted via the Internet, or for anything bought or sold via the Internet, or for any other action taken by the customer or anyone using the service.

TERMS AND CONDITIONS

1. **LAWFUL USE.** The CPE will be used only for lawful purposes and consistent with use subject to restrictions imposed by BSNL from time to time and communicated to the customer. The customer will not reproduce, change or tamper with the Identifiers on the CPE or allow anyone else to do so.
2. The billing cycle shall normally run on monthly basis or such other frequency as may be decided by BSNL from time to time and the periodic bills be issued accordingly. The customer is responsible to pay his bills by the prescribed date. It is incumbent on the customer to enquire his/her balance and settle the same even in case of non-receipt of monthly bill for any reason whatsoever.
3. BSNL reserves the right to raise interim bills and customer agrees to make such interim payment as and when required by BSNL, based on internal credit rating of the customer by BSNL.
4. Bills will be sent to the billing address of the customer as furnished by him/her. For any change of address the billing department should receive notification in writing well in advance to change the address along with proof of new address to accept the change.
5. Where a security deposit has been paid, BSNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the customer to BSNL any time. No interest will be paid on deposit.
6. The payment against monthly bills beyond the stipulated date shall entail an interest charge @ 2% p.m.(per month) or such other rate/fixed amount as may be decided by BSNL from time to time, over the payment from the date it became due. This however is without prejudice to the right of BSNL to suspend the services partially or fully due to non-payment.
7. **Provision of WiMAX Service:-** BSNL will use its commercially reasonable best efforts to provide service to the customer. The customer agrees that, to maintain or improve service, or for other business reasons, BSNL may at its sole discretion modify or temporarily restrict or suspend all or part of the services without notice. The Customer acknowledges that the services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of BSNL. Services may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the services. The customer acknowledges that periodic temporary variations or interruptions in data rates and service quality inherent in a wireless data system do not constitute a breach of any duty or obligation on BSNL's part.
8. **NUMBERS AND IDENTIFIERS.** The customer does not own and shall have no property right in any device Identifiers or the phone numbers and/or Internet Protocol (IP) addresses assigned to the customer in connection with the services and BSNL may change such phone numbers, IP addresses and device identifiers at such time or times as BSNL, in its sole discretion, considers necessary without any liability. BSNL does not assume liability for any risks associated with the change of phone numbers, IP addresses or device identifiers. The customer acknowledges and agrees that dynamic IP addresses may be used with respect to the CPE and IP addresses shall change whenever a CPE is disconnected from and then reconnected to the BSNL.
9. **PRIVACY OF COMMUNICATIONS.** BSNL makes no representation, warranty or covenant that the customer's use of the services will be entirely secure and private. The customer acknowledges that it may be possible for third parties to monitor communications while the customer uses the services.
10. **NO WARRANTY. END USER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND ALL DEVICES, OTHER EQUIPMENT AND THIRD PARTY SERVICES ARE PROVIDED BY THE PROVIDER "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT PERMITTED BY LAW, WITHOUT WARRANTY BY THE PROVIDER OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BSNL SHALL HAVE NO LIABILITY WHATSOEVER TO THE END USER FOR: (I) ANY INTERRUPTIONS OR DISRUPTIONS OF THE SERVICES, THE INTERNET OR THE THIRD PARTY SERVICES OR ANY OTHER DAMAGES SUFFERED BY THE END USER WHICH ARE CAUSED BY DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE DEVICES, OTHER EQUIPMENT, THE SERVICES, BSNL'S FACILITIES, THE INTERNET OR THE THIRD PARTY SERVICES; (II) ANY POWER FAILURES; (III) ANY ACTS OR OMISSIONS OF THE END USER OR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (IV) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN BSNL; (V) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH THE END USER'S USE OF THE DEVICES, OTHER EQUIPMENT, THE SERVICES OR THE THIRD PARTY SERVICES; (VI) ANY SUSPENSION OR TERMINATION OF THE SERVICES. FURTHER, TO THE EXTENT PERMITTED BY LAW, BSNL DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET OR CUSTOMER'S CONNECTION TO THE INTERNET. THE END USER DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO THE END USER (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME**

Place: Date:

Signature of Customer/Authorized signatory

Abbreviation used :-

CPE:- Customer Premises Equipment

SU:- Single User

MU:- Multi User

AVCV : Address Verification Customer Verification

IP:- Internet Protocol