

Terms and Conditions

The subscriber as mentioned in the 1st page agrees to subscribe IPTSP services from Premium Connectivity Limited (hereinafter called 'PCL'), providing such services in Bangladesh subject to the following terms and conditions:

1. PCL shall provide and Subscriber shall avail the service as per the rules, regulations, directives, instructions, terms and conditions of Bangladesh Telecommunication Regulatory Commission (BTRC) or any other authority assigned by the Government of Bangladesh time to time.
2. This agreement shall be governed by the laws of Bangladesh and both parties shall be in legal obligation to abide by the laws concerning this agreement.
3. With the services from PCL, Subscriber shall not perform any illegal activity, exchange any unauthorized information (such as copyrighted information for which Subscriber has not received permission, information which is threatening or defamatory or obscene, etc.), send and receive any illegal voice calls, etc. Any such action may result in immediate temporary or permanent disconnection and PCL shall not be in any case responsible for any illegality carried out by its Subscriber.
4. PCL shall be responsible for carrying the data packets (connection) only and is not responsible for its nature or content. Subscriber hereby declares and undertakes that the service shall not be used for any immoral or unlawful or socially unacceptable purposes.
5. The services to be provided shall be exclusively to Subscriber and shall not be transferred or reassigned to any other party except its users.
6. Subscriber assumes full responsibility and risk of using the service. The service is provided on an "as is" and "as available" basis. PCL does not warrant that any information, software or other material accessible via the service is free of viruses, worms, trojan horses, or other harmful components. PCL makes no expressed or implied warranties, representations or endorsements including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose regarding any merchandise, information, or service provided through the Internet.
7. Services may be temporarily unavailable or limited because of equipment modifications, upgrades, relocations, repairs, unilateral disconnection of uplink and/or down link by the BTRC and/or on request by law enforcing agency or courts of law of the land and/or similar activities necessary for the proper operation of Service.
8. PCL shall not be held responsible for non-performance or under-performance in case of Force Majeure events like government orders, civil commotion, natural disaster, overhead fiber burn, electric pole break down, service unavailability of upstream provider, any infrastructural break down of third party or other conditions or circumstances beyond the reasonable control of PCL; nor shall PCL be liable for performance deficiencies caused or created by Subscriber's equipment.
9. PCL shall not be liable for any loss or damages arising directly or indirectly from the use of the service. It is solely Subscriber's responsibility to evaluate the accuracy, completeness, quality and usefulness of all opinions, advice, services, and other information available through the use of service. Subscriber hereby releases PCL from liability arising from any content accessed via the service.
10. PCL shall not be liable for any incidental, special, consequential, or punitive damages of the Subscriber including but not limited to loss of profits, loss of business or business opportunity, loss of use, etc. Subscriber shall indemnify and hold PCL harmless from and against any loss, cost, claim, liability, damages, or expenses (including legal fees) to third parties, relating to or arising from the use of service by Subscriber, or any of their personnel,

whether or not Subscriber has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where Subscriber has used, connected, or combined the service with the products or services of others), negligence, or tortuous behaviour. Subscriber agrees to indemnify PCL along with any parties from whom PCL obtains network service, and to hold them harmless from any claims resulting from the use of the service by Subscriber or its users that damages another party or violates the law.

11. The Subscriber shall pay the bill regularly within due date mentioned in the bill (through account payee cheque in the name of "Premium Connectivity Limited." or through any other payment method as agreed with the Subscriber) in order to avoid interruption of the services. PCL shall have the right to disconnect, suspend or bar the provision of the services to the Subscriber if bill is not paid within the due date mentioned in the bill. This right, however, shall not be deemed to have been waived, if PCL temporarily decides not to terminate the service under such condition. The Subscriber may be entitled to resume or reconnect his/her service by making payment of his/her outstanding bills in full.
12. PCL shall have the right to provide with any information including call recording/ details of the subscriber to the governmental, judicial or regulatory authorities, as and when required by the law of the land. PCL shall not have any obligation to provide any information to the subscriber in regards to such disclosure.
13. Both Parties may terminate this Agreement upon serving 30 days' prior notice unless there is any other notice period as agreed by both the Parties
14. PCL may terminate this agreement immediately upon notice if Subscriber or any person who has access to the service through Subscriber's account, commits a material breach of these terms and conditions.
15. Upon termination of this Agreement all rights granted to Subscriber under this Agreement shall immediately cease and Subscriber must return all equipment to PCL if provided by PCL. However, termination of this agreement does not release Subscriber from any payment obligations such as but not limited to any accrued payments and/or any commitment for minimum subscription period as previously agreed by both parties.
16. PCL shall have the right to disconnect, suspend or bar the services for giving false information at the time of getting the connection or any time thereafter with respect to subscription and/ or for changes in the given information, which is not informed to PCL. This shall be in addition to any other termination rights that PCL may have under this Agreement.
17. PCL shall have the right to suspend/disable, delete/permanently disconnect/retire the provision of the service to the subscriber when he/she reaches the different stages within the life cycle of a prepaid subscriber's account.
18. The subscriber shall be liable for or in respect of any damage or compensation payable under law in respect or in consequence of any accident or injury to any PCL workman or other person or damage to PCL equipment or compensation/expense in case/suit incurred by PCL resulting from any act or default of the subscriber.
19. Subscriber shall be under obligation to pay the VAT, SC and SD where applicable.
20. Any dispute will be settled amicably.
21. Both parties shall act in good faith and in best interest of each.

<p>Authorized Signature: _____</p> <p style="text-align: right;">Date: _____</p>	<p>I have read and understood the terms and conditions and voluntarily accepts term as binding on me and hereby sign this agreement</p> <p>Customer's Signature: _____</p> <p style="text-align: right;">Date: _____</p>
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