

Terms and Conditions of BSNL BROADBAND Service (DataOne)

GENERAL:

1. Application form is free of cost. The form may be filled up in capital letters only.
2. Subject to the acceptance of the application and technical feasibility BSNL will endeavor to provide the Broadband Service as soon as possible.
3. The contract with BSNL for provision of Broadband Service will be for a minimum period from the date of commencement (depending upon the plan chosen) in accordance with the tariff plan opted.
4. The data rates shown as down streams or upstream is applicable only to last mile. However BSNL does not hold responsibility for lesser download or upload data rates caused by the accessed website status or the international gateway or the media.
5. Customers are free to choose their own Modem of approved models.
6. The Broadband connection is likely to be withdrawn in case the customer surrenders BSNL telephone lines.
7. Shifting of Broadband connection subject to the technical feasibility would be done on payment of the applicable shifting charges.
8. Home users will be able to connect only one computer to the Modem. In case of business users, it would be possible to connect more than one computer depending on the plan opted for.
9. Each home user can get at least one email account. User name as per the preference indicated by customer would be allocated subject to their availability.
10. The subscriber is required to fully comply with the provisions of the Indian Telegraph Act 1885, Indian Telegraph Rules and the Information Technology Act 2000 made there under and any amendments or replacements made thereto from time to time.
11. Conditions for providing Home plan or Business plan:-
 - a. Either Plan can be offered to subscribers having telephones in individual names working at homes/residences used for personal purpose.
 - b. Subscribers having telephones in the name of company, firms, shops, educational institutes or any other commercial entity can be given only Business Plan. They are not eligible for Home Plan.
 - c. Telephones working in individual names at commercial/business/office premises are also not entitled for Home Plans.
 - d. Home plan can be given on bfoners in the name of Government/company but actually working at residences of their employees. An undertaking may be taken from the customer before providing the said connection.

RIGHT TO TERMINATE SERVICE:

1. BSNL reserves the right to disconnect the service to any customer in case there is sufficient evidence of the customer intentionally or unintentionally using the service in a manner which would adversely impact BSNL or BSNL's Network.
2. The customer shall be 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 preferred by BSNL in accordance with the tariff plans opted by the customer and the extent of usage or any default on the part of customers.

OTHER TERMS AND CONDITIONS:

1. BSNL shall
 - a. Endeavor to provide reliable & efficient services to its customer.
 - b. Update its Internet services, provide new facilities, modify & delete certain features without prior intimation.
 - c. Upgrade its network capacity, bandwidth, speed & add new nodes & reconfigure its network as per need.
2. BSNL may revise the tariff for its BROADBAND services & its value added services from time to time to on its sole discretion.
3. Value Added Telecom service providers shall get necessary permission/license from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, NEW DELHI-110 001 [Tel: 23326255 / 23032855, - Fax: 23327656.
4. In case of an ISP, all terms & conditions of ISP license shall be applicable.
5. **The customer understands and acknowledges that:**
 - a. **Only Telecom Engineering Center (TEC), New Delhi approved Interface Equipment would be used for accessing BROADBAND Services.**
 - b. **Necessary License Fee is payable to BSNL for connecting Modem/other Interface equipment etc. as applicable. The BROADBAND customer is required to complete necessary formalities with local BSNL office.**
 - c. Interactive voice and fax messaging shall not be permitted on BSNL Internet Services network, as such selling/promoting Internet Telephony/Fax etc., is prohibited.
 - d. Ending unsolicited messaging via BSNL BROADBAND Services is unlawful.
 - e. Probing for means of gaining unauthorized access to computers or networks is not permitted.
 - f. Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data, is not permitted.
 - g. Sending harassing or threatening transmissions over BSNL leased Internet Services is not permitted.
 - h. Internet contains unedited materials, some of which may be sexually explicit or offensive & provocative for which BSNL has no control. Any objectionable or obscene
 - i. Messages or communications, which are inconsistent with the established laws of the country, are not created, stored downloaded, accessed, transmitted or retransmitted by him or any other person using his facilities.
 - j. The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made there under and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
 - k. Customer assumes total responsibility and risk for use of the Internet Services.

- 6. Disclaimer :-** While every effort is made by BSNL to provide highest quality of services to its customers of BROADBAND Services, the linking, quality and speed of data transmission is entirely dependant on the telephone line connectivity as may be permitted by BSNL systems. Accordingly, BSNL shall in no event be responsible to the customer in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the customer with BSNL network computer or the deficiency in data transmission between the customer and BSNL network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from. BSNL is not responsible for subscriber'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. BSNL is not responsible for actions taken by its customers or others as a result of its services. BSNL is not responsible for material any person (including household members of the subscriber) may receive or transmit via the Internet, or for anything bought or sold via the Internet, or for any other result of an action taken by anyone using its service. The BROADBAND Service is provided by BSNL on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by BSNL, its affiliates or their respective employees shall create a warranty. Neither BSNL nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components. Under no circumstances shall BSNL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from customers, use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
- 7. Force Major -** If at anytime, during the continuance of BSNL BROADBAND Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the subscriber shall not have any claim for damages against BSNL in respect of such non-performance or delay in performance of BSNL Internet Services
- 8. Arbitration of Disputes -** That in case of any dispute or differences, breach & violation relating to the terms and conditions the said matter or dispute, difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. Subscriber will have No objection in any such appointment that arbitrator so appointed is an employee of the BSNL, same as above, the said Arbitrator shall act as under the Provision of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.
- 9. Acceptable user policy for BROAD BAND 's users**
This acceptable user policy (AUP) specifies the actions permitted by Bharat Sanchar Nigam Limited (BSNL) to its users of BROADBAND Services and other services which may be introduced in future. BSNL reserve's the right to modify the policy at any time. All subscribers of BROADBAND Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time.
- a. Illegal use**
BROADBAND network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, and violates export control laws or anti national.
- b. Subscriber conduct**
Subscriber shall use BROADBAND services for lawful purposes only. Subscriber shall not post or transmit using BROADBAND services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or which, without the BSNL's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the BSNL's discretion restricts or inhibits any other Subscriber from using or enjoying BROADBAND services will not be permitted. Subscriber shall not use BROADBAND services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the BROADBAND services. Subscriber shall not upload, post or otherwise make available using BROADBAND services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

c. System and Network Security

Violation of system or network security is prohibited, and may result in criminal and Civil Liability. The BSNL will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data.
- Harassing or threatening transmissions.
- Probing for means of gaining unauthorized access to computers or networks.
- Introducing or causing to be introducing any computer contaminant or computer viruses into system or network.
- Introducing or causing to introduce any pornography material, e-mail etc.

d. Indemnification

Subscribers agree to defend, indemnify and hold harmless the BSNL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of BROADBAND Services by subscriber or any body else than the Subscriber, if any

e. EMAIL

It is a condition of use of BROADBAND services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, email, mailing lists or other groups or lists is prohibited.

Mail Relay using mail servers of other ISPs depends upon the policies of respective ISPs over which BSNL has no control

f. Enforcement of AUP for BSNL subscribers

Indirect or attempted violations of the policy and actual or attempted violations by a third party on behalf of a BROADBAND subscriber or a subscriber's end user shall be considered violation of the policy by such customer or end user. Any user found violating the above AUP is liable for action under the prevailing laws including termination of services.

10. BSNL shall have the absolute right to immediately terminate, any time, Subscriber contract in the event of any conduct by Subscriber which the BSNL, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of the terms and conditions.
11. The speed of the Internet may vary depending the aggregate usage. The IP allocations will be made as per the convenience of BSNL.
12. For the DIAS customers, who are likely to switch to ADSL Broadband services, the transfer of Security Deposit to ADSL is permitted.
13. Billing for the service will be included in the normal b-fone bill. The billing cycle shall be same as b-fone billing cycle etc. Monthly rental will be collected in advance and usage charges in arrears.
14. No migration is allowed to the lower tariff plan till the expiry of the committed period.
15. Additional terms and condition for static IP :
 - a) Customer understands that this IP address can be renumbered at any point of time as per BSNL's requirement.
 - b) Customers understands that IP address assigned by BSNL are non portable and will have to be returned to BSNL at the time of termination/change over to another provider/any other reason whereby the customer network is unusable.
 - c) Customer understands that He/She can not in turn assign the IP address to other party.
 - d) Customer understands that IP addresses assigned by BSNL are subjected to availability of IP address with BSNL
 - e) Customer understands that IP address may be changed by BSNL at its discretion without assigned any reason and He/She has to agree for same.
 - f) Customer understands that He/She may be required to pay for the IP address in the form of lease rental or other means, if such type of charge base regime is introduced at a later date and such payment may be required to be made retrospectively.