

BSNL BROADBAND INTERNET SERVICE
TERMS AND CONDITIONS

GENERAL:

1. Application form is free of cost. The form may be filled up in capital letters only.
2. BSNL broadband services are available only for BSNL landline customers.
3. Subject to the acceptance of the application and technical feasibility BSNL will endeavor to provide the Broadband Service as soon as possible.
4. 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.
5. 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.
6. Customers are free to choose their own Modem of approved models.
7. All IP addresses assigned will be dynamic.
8. The Postpaid Broadband connection is likely to be withdrawn in case the customer surrenders BSNL telephone lines.
9. Shifting of Postpaid Broadband connection subject to the technical feasibility would be done on payment of the applicable shifting charges.
10. 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.
11. Home user can get one email account upon request. User name as per the preference indicated by customer would be allocated subject to their availability.
12. 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 there to from time to time.
13. **For Prepaid Broadband Services:**
 - (a) Creation of Pre-paid BB account will be free of any charges (other than Installation and Modem Charges) and the account will be created with complementary balance of 50 MB with validity of 15 days from the date of creation.
 - (b) If Customer wants to return the modem in working condition after few months, he will be charged as Rs.50/- p.m. for Type-I and Rs. 80/- p.m. for Type-2 and the balance amount shall be returned to him.
14. **Conditions for providing Home plan or Business plan under Postpaid category:-**
 - (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 b-fones 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.
15. (a) **Payments for Postpaid:** At the time of issue of Demand Note, following charges will be collected.
 - i) Installation charges (As applicable). ii) Advance Rental as per billing cycle (One month / Two months). iii) Security deposit of the modem (As Applicable). iv) Advance monthly rental for modem. v) Refundable security deposit for 2 months rental as per the plan (As applicable). vi) Service Tax, as applicable, will be levied.(b) **Payments for Prepaid:** The following charges are payable at the time of application:
 - i) Modem charges (as Applicable) ii) Installation charges
16. Billing for the Postpaid Broadband 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.
17. No migration is allowed to the lower tariff plan till the expiry of the committed period in case of Postpaid Broadband service.

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.

DISCLAIMER:

1. BSNL will exercise all reasonable care in providing its services, but it is not responsible for interruption/service due to power failures, equipment malfunctions, or acts of natural calamity.
2. 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.
3. BSNL is not responsible for actions taken by its customers or others as a result of its services.
4. 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.
5. Broadband connection will be provided subject to technical feasibility. BSNL will not be held responsible in case service is denied on this ground.
6. BSNL will not be responsible for non-use of prepaid Broadband account if ADSL line is down or suspended for any reason. No concession shall be admissible to the prepaid account.

Place:
Date :

Signature of the subscriber