

Standard Contract of Service- Internet Service Provider

This Agreement (the "Agreement") for provision of internet services is made at _____ on this _____ 2018;

By and between

<Service provider Name> having its registered office at _____ (hereinafter to be referred as the 'Service Provider' which expression shall, where the context so permits, be deemed to include its successors and permitted assigns) of the One Part, and; Mr. /Mrs. /Ms. bearing CNIC No. _____ (hereinafter to be referred as the "Consumer", which expression shall, where the context so permits, be deemed to include its successors and permitted assigns) of the Other Part.

1. Definitions:

- 1.1 Agreement: means the terms and conditions.
- 1.2 Applicable Taxes: means all taxes, Federal, Provincial and Local that are enforce subsequent to the execution of this Agreement;
- 1.3 Service provider: means the company providing internet services.
- 1.4 Carrier: means each and every related service provider/ law enforcement agencies/, which provide essential services to enable " Service Provider" to provide the services to the "Consumer"
- 1.5 "Consumer" means the person hired the services or the name on which Service Agreement is made and shall include the consumer's authorized representative/s.
- 1.6 "Commencement Date" means the date on which the installation and the commissioning of the device on the premises has been completed.
- 1.7 "Service Warranty" means the warranty in Clause 5.
- 1.8 "Technician" means person installing or visiting consumer to resolve complaints.
- 1.9 "Initial Term" means the period of Years commencing from the date of uplink.
- 1.10 "Installation Price" means the price for installation (if applicable)'.- 1.11 "Consumer Service Centre" means any duly appointed service centre, the location and other details of which shall be communicated to the consumers from time to time.
- 1.12 "Servicing Hours" means the working hours. Monday to Friday/Saturday, excluding all public holidays.

2. Confidentiality of Information:

- 2.1 The operator and its employees shall maintain confidentiality of information about consumers and shall ensure that no information shall be disclosed to any third person other than required by law.

3. Payment:

- 3.1 All charges shall be informed to consumers in advance in writing.
- 3.2 The consumer shall pay the <Service provider Name> the amount for installation or purchase of device if applicable, and desired by the consumer for providing of such services.
- 3.3 The consumer shall pay all the applicable charges / payable in connection with the provision of service. However, such fee and charges shall be intimated to the consumers in advance.
- 3.4 Deposits for device (if any) shall be returned within 30 days to the consumer once the service is terminated.
- 3.5 Any duties and governing taxes shall be paid by the consumer.

4. Consumer Obligations:

- 4.1 Consumer agrees not to use the services or devices for any unlawful or abusive purpose. Consumer will comply with all laws while using the services or device and will not transmit any communication that would violate any federal, provincial, or local law, court, or regulation.
- 4.2 Resale of services or devices is prohibited.
- 4.3 Consumer may not program or alter any of the devices other than the normal programmable parameters of the device. <Service provider Name> has the right to interrupt services or restrict service to any device, if the consumer is using the device in a fraudulent or unlawful manner.
- 4.4 The consumer shall not use or alter the internet device in any manner that could damage it or cause it malfunctioning.
- 4.5 The consumer shall always report to the service provider if he/she thinks the device is malfunctioning.
- 4.6 The consumer shall always inform service provider in writing in case of any change in consumer's particulars or change in consumer's contact detail.
- 4.7 The consumer has to notify <Service provider Name> if he/she becomes aware of any deterioration, loss or damage to the device.
- 4.8 The consumer understands and accepts that the malfunctioning of the device or any essential services provided by service provider may cause interruption to any impairment to the service. However, such interruption shall be communicated to consumer with prior notice of 30 days in case of planned outage. Furthermore, in the case of unforeseen technical interruptions/faults, the <Service Provider > shall inform the reasons for the interruption and expected time of restoration of services to the consumer by any means listed in

sub-regulation (2) of regulation 7 of TCP Regulations in accordance with TCP regulations 2009.

5. Service Warranty:

- 5.1 The device will be replaced or repaired by service provider during normal working hours at no cost to the consumer during the agreement term commencing from the commencement date but this obligation shall exclude:
- a. Damage to the device caused by or arising from accidents, acts of God, unauthorized alteration and/or repairs, sabotage, misuse, tampering of abuse.
 - b. Damage to the device caused by power, surges, lighting or blown fuses.
 - c. Damage arising from the failure of the consumer to strictly, comply with all operating instruction provided by <Service provider Name> at the time of installation in writing or at any other on later dates.
 - d. The replacement of consumables.

6. Term and Termination:

- 6.1 This Agreement shall commence on the day of Commencement Date and shall continue for an initial period of _____ months/years, thereafter be renewed through mutual consent of Parties upon expiry of the initial term.
- 6.2 The Customer may withdraw the usage of services under this Agreement at any time during the billing period without assigning any reason or notice.
- 6.3 This agreement may be terminated by the service provider by giving prior written notice if the consumer defaults payment due for consecutive three months.

7. Title:

- 7.1 Title to <Service provider Name> device shall always remain with <Service provider Name> during the entire term and afterward. Upon the expiry of or earlier termination of this agreement, the possession of the device installed at the consumer's premises shall be handed over to the <Service provider Name> in good working condition.

8. Sub-contracting:

- 8.1 The rights and benefits of the consumer under this agreement may not be assigned/ transferred to any third party/service providers or operator without prior consent of Consumer in writing or in recorded form .
- 8.2 Any merger, acquisition, partnership, change of ownership of service provider shall not effect this agreement.

9. Governing Law and Jurisdiction:

9.1 This agreement shall be governed and construed in accordance with the laws of Pakistan, the parties here to hereby irrevocably submit to the exclusive jurisdiction of courts of Pakistan, with respect to any legal actions or proceedings in relation to this agreement.

10. General:

10.1 The Parties specifically agree that Agreement shall be the sole Agreement governing in respect of Services and hereby specifically agree that Agreement shall supersede any other agreement offer, undertaking, utterance or statement, prior to the commencement of this Agreement.

10.2 The Consumer shall not have any right to assign or otherwise transfer its rights or obligations under this Agreement.

10.3 Service Provider can withdraw the provision of any service to the Consumer, provided such withdrawal is approved by the Authority and ninety (90) days prior notice is given to the consumer.

10.4 Subject to prior communication of suspension and disconnection, Service Provider may suspend or disconnect a rendered service in accordance to its policies.

10.5 In case of Suspension or disconnection of services, Service Provider will issue fifteen (15) days prior notice to costumer and will clearly communicate the reason for suspension / disconnection to the Consumer along with the actions required on the part of that Consumer to avoid such suspension / disconnection, by any of the following means:

- Personal Service
- Registered/Courier Mail
- Telephone
- Fax
- Email
- Invoice
- SMS

10.6 Service shall not be suspended or disconnected on account of which the Consumer has paid all dues, even if the Consumer has defaulted in the payment to Service Provider in relation to some other services.

10.7 The Consumer will remain eligible to access emergency numbers, where the service is suspended for any valid reason.

10.8 Services will be restored by Service Provider within twenty four (24) hours from when the Consumer has taken all remedial steps in order to rectify the matter.

11. Amendment:

- 11.1 Amendments/Changes/Alteration/Variation/addition (if any) in the terms and conditions of this Agreement may be made only by written agreement by the Parties and with prior approval of PTA.

12. General:

- 12.1 The Parties specifically agree that Agreement shall be the sole Agreement governing in respect of Services and the Equipment and hereby specifically agree that Agreement shall supersede any other agreement offer, undertaking, utterance or statement, prior to the commencement of this Agreement.
- 12.2 The Client/Consumer shall not have any right to assign or otherwise transfer its rights or obligations under this Agreement.
- 12.3 Tariff of services will be communicated to consumers in advance.
- 12.4 For any change in tariff, a prior notice of 7 days will be given through any of the following means: personal service, registered/courier mail, telephone, fax transmission, electronic mail, invoice/bill and short Messaging Service, press advertisement.
- 12.5 The consumer may be required to furnish security deposit (in case of an individual) in favor of the company for pre-paid / post-paid devices. The security deposit (if any) shall be refundable within 30 days on expiry/termination of contract by adjusting any amount payable (if any) to the company as outstanding dues.
- 12.6 In case of disconnection of services, the service provider shall not levy any fees. However, reconnection fee (if applicable) will be charged by the service provider.

13. Other Matters:

- 13.1 If any term of provisions of this agreement shall be held to be deemed or to form part of this agreement with the validity and enforceability of the reminder of the agreement of this shall not be effected.
- 13.2 Any provision of this agreement which held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any jurisdiction.
- 13.3 Any notice to be given to either parties under terms and conditions of this agreement shall be given in writing by personal delivery, registered mail or by courier services, facsimile or email addressed to the other party to be notified as the first above specified for such party.
- 13.4 Any party may change its address at any time with appropriate notice to other party.
- 13.5 The notice shall be deemed to have been received with actually received by the recipient against verifiable proof.

14. Dispute Resolution:

14.1 Service Provider shall ensure that it addresses Consumers complaint within 48 hours of submission of such complaint. In the event that the matter is not resolved, the Consumer may lodge a complaint in writing to the Service provider which shall be investigated and resolve the same within three (03) working days. If the Consumer remains unsatisfied with the manner in which Service Provider has redressed any matter after expiry of three (03) days, it may file a complaint with the Consumer Protection Directorate, Pakistan Telecommunication Authority Headquarters or its Zonal Offices as applicable personally, or by post or email at complaint@pta.gov.pk. The Parties agree that their first and foremost aim should be to resolve amicably any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, breach or termination, should they fail to reach a peaceful resolution by exercising the foregoing, they may then invoke arbitration. One Arbitrator mutually agreed by the Parties, who shall be an attorney and act as an arbitrator. The award of the Arbitrator shall be final and binding on Service Provider and the Client/Consumer.

In witness Thereof parties have signed the agreement as of the date stated here in above

Company official Signature.....

Consumer Signature.....

Company Official Name.....

Consumer Name.....

Date.....

Date.....

Witness Name and Sign.....

Witness Name and Sign.....