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# Tashi InfoComm Limited

## APPLICATION FORM: INTERNET LEASED LINE SERVICE

1. Date: DD/ MM /YYYY
2. Organization/Individual/Billing Details:
  - a) Name: .....
  - b) CID and (if applicable) Business License No.:.....
  - c) Address: .....
  - d) Mobile No. for SMS Bill: ..... e) Alternative Mobile/Phone No: .....
  - f) Email for bill: .....
3. Bandwidth Subscription:     1 Mbps     2 Mbps     3 Mbps     specify.....Mbps
4. Internet Service Type:     Premium     Standard
5. Documents:  Copy of CID & (if applicable) Business License  Power of Attorney if Applicant is not Owner.
6. Location of Installation .....
7. Preferred Installation Date: .....

I/We hereby declare that all the information provided are true and correct. I declare that I have read, understood and agree to the terms and conditions of service printed overleaf. I/We also agree that we will not supply or share Internet access to any other third parties.



Signature of Applicant on Legal Stamp

**STANDARD ONE-TIME SETUP COST IS NU 2,500. IT IS NON-REFUNDABLE UNDER ANY CIRCUMSTANCE.**

Depending on the type of equipment used to provide connectivity, one-time setup cost may exceed Nu. 2,500. Client shall pay the difference (say, "Nu X") upfront. If the Client fills up Service Termination Form within FIVE working days starting from the day following installation date and submits it to our concerned Regional Manager, he or she shall be eligible for the refund of the differential amount (ie, "Nu X"). Client's right to refund shall lapse after FIVE working days following the completion of installation.

<p><b>B) To be filled by TashiCell:</b></p> <ol style="list-style-type: none"> <li>1. Installation Date: .....</li> <li>2. Service Activation Date: .....</li> <li>3. No. of Public IP Address Allocated: .....</li> <li>4. Billing Effective Date:.....</li> <li>5. Application Ref: <b>TICL/OD/ISP/</b>.....</li> </ol>	<p><b>5. List of Equipment Installed:</b></p> <ol style="list-style-type: none"> <li>i) .....</li> <li>ii) .....</li> <li>iii) .....</li> <li>iv) .....</li> <li>v).....</li> </ol>
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**Service parameters and pricing**

- i. Bandwidth: Up to.....kbps/mbps
- ii. Minimum Subscription period:.....
- iii. One Time Setup charges: Nu.....
- iv. Monthly recurring: Nu.....
- v. Annual recurring (IP Address): Nu.....
- vi. Support for Standard: 8x5 (8hours 5 working days) Response Time: < 2 hours
- vii. Support for Premium: 24x7 (24 hours 7 days) Response Time: < 1hour



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# Tashi InfoComm Limited

## TERMS AND CONDITIONS

### 1. Definitions

In these Terms and Conditions, the following words and expressions shall have the following meanings:

- a. **“Acceptable Use Policy (AUP)”** means the guidelines for acceptable conduct and use of the Service published on TICL’s website on the Internet, as amended from time to time.
- b. **“Access Medium”** means the medium, by or through which, the Client may utilize the service;
- c. **“BICMA”** means the Bhutan InfoComm & Media Authority.
- d. **“Login Name”** means any number or alphanumeric symbols or characters assigned by TICL to the Client as Login Name, Login ID, User Name or User ID (whether or not applied for or selected by the Client) to be used by the Client, in conjunction with the Password, to access the Service or bundled features of the Service.
- e. **“Minimum Subscription Period”** means a period of \_\_\_\_ year or such other period as may be stipulated by TICL as the minimum subscription period for the type of Service availed by the Client.
- f. **“Password”** means any number or alphanumeric symbols or characters assigned by TICL to the Client as the Password (including any changes thereafter whether or not selected by the Client) to be used by the Client, in conjunction with the Login Name, to access the Service or features bundled with the Service.
- g. **“Party” or “Parties”** means the “Client” and “TICL” to be referred individually as Party and collectively Parties.
- h. **“Service Date”** means the date on which the service has been successfully commissioned after the test period.
- i. **“Service Outage”** shall be an incident of service interruption or stoppage of at least THREE continuous hours in duration, which arises due to malfunction of software/hardware, equipment, Access Medium, power systems, etc. over which TICL has direct control. Service outage shall not cover the damage or failure or service interruptions due to any other causes in the Client’s premises or any other cause beyond the control of TICL. For Scheduled Maintenance, TICL shall inform the Client, at least one day before the maintenance activities are carried out.
- j. **“Test Period”** means the period after the successful installation of the service during which the Client may carry out testing of the service to evaluate that the service provided is as per the parameters and specifications defined. The Test Period shall be limited to THREE days unless the performance of the service is not as per specifications and the parties mutually agree to extend it. The Service shall be considered successfully commissioned after the Test Period.

### 2. Provision of Service

- a. TICL agrees to provide the Client, Service as described in the form, within a proposed date after execution of this agreement and payment of the initial setup charges. The applicable charges for this Service shall be as per the information in the form.
- b. The Charges for the service shall remain valid during the Minimum Subscription Period. TICL reserves the right to revise these charges after the expiry of the Minimum Subscription Period.
- c. During the effective contract period, TICL may upgrade the Service to a higher capacity upon written request from the Client. Client shall be liable for the new charges based on the Service Date of the upgraded Service.
- d. The Client shall evaluate the Service during the Test Period and inform TICL of any discrepancies with regard to the service specifications before the expiry of the Test Period. Failure to inform TICL shall be construed as Client’s acceptance of the Service and the Service shall be considered as fully commissioned after the expiry of the Test Period.
- e. Client agrees that it shall be solely responsible for providing, at its own cost and expenses, the network, equipment, applications, power systems, etc. at its premises to use the Services provided by TICL. The Client shall also be responsible for its internal network and the systems connected to it.
- f. Any equipment installed by TICL at the Client premises for provisioning of the requested service are owned by TICL. Client agrees to replace or repay the cost invoiced by TICL in case the equipment are damaged due to negligence by Client or otherwise.

### 3. Amendments

No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the Parties.



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### 4. Use of Service

- a. The Service is supplied for decent and lawful purpose only and without any express or implied warranties. The Client agrees to use the service as per the AUP Document available at (<http://www.tashicell.com/>) and any other guidelines issued by BICMA.
- b. Client is not allowed to resale the Service and the right to access is subject to limits and restrictions established by TICL from time to time.
- c. Client is required to fully comply with the provisions of the laws of the Kingdom of Bhutan in force at the time being.

### 5. Agreement

The agreement shall remain valid for the Minimum Subscription Period and shall renew perpetually thereafter unless terminated by either party in accordance with Clause 11.

### 6. Invoices and Payment

- a. The Parties agree that the charges reflected in the invoice are exclusive of any taxes levied by the government. All such taxes, if applicable in relation to the use of Service by the Client, shall be borne by the Client.
- b. TICL shall Invoice the Client for the recurring charges, based on the billing cycle and payment terms defined in the agreement, with effect from the Service Date. Where applicable, the Invoice shall be pro-rated daily to arrive at the final payable amount if the Service is availed for less than a month. The Invoices shall be emailed to the Client's email furnished in this Form or delivered to the address provided by Client in this Form.
- c. The Client agrees to pay the invoices within given period of time from the invoice date. It will be Client's responsibility to inquire about Client's outstanding dues and in case of non-receipt of Invoices. TICL reserves the right to withhold/suspend/terminate the Service partially or fully in case of non-payment of invoice by the due date and charge penalty of 2% per month on any outstanding dues.
- d. Client agrees to pay a non-refundable one-time setup up cost and equipment cost up front.
- e. Depending on the type of equipment used to provide connectivity, one-time setup cost may exceed the standard one-time setup cost. Client shall pay the difference upfront. If the Client fills up Service Termination Form within FIVE working days starting the day following installation date and submits it to concerned Regional Manager, he or she shall be eligible for the refund of the differential amount. Client's right to refund shall lapse after FIVE working days following the installation date.

### 7. Disclaimer of Warranty and Limitation of Liability

- a. Client acknowledges that TICL does not operate or control the Internet in any way, and the Service is offered on an "AS IS and AVAILABLE" basis without warranties of any kind, either expressed 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 TICL or its affiliates or their respective employees shall create a warranty. Neither TICL nor its affiliates warrant that the Service will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of viruses, worms, Trojans horses or other harmful/malicious components.
- b. TICL does not restrict access to any destination within the Internet network unless directed to do so by a lawful Authority. Client acknowledges that other Internet Service Providers may filter or restrict access to other destinations within the Internet network and Client agrees that TICL shall have no liability for any such actions.
- c. In no event shall either party be liable to other for losses or damages, whether direct or consequential, howsoever arising under this Agreement. It is understood that this clause shall not be interpreted so as to allow a party to avoid liability for payment for the services provided.

### 8. Assignment

All obligations under this agreement are non-transferable and one Party may not or assign any or all of its obligations to a third party without the prior written consent from the other Party.



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## Tashi InfoComm Limited

### 9. Services Level Assurance

- a. TICL agrees to provide maximum service uptime to the Client with certain Service Quality Assurance as per the service availed by client. The Client acknowledges that TICL cannot guarantee the end to end bandwidth commitment due to the nature of the Internet and any committed information rate will mean bandwidth up to the upstream providers PoP only
- b. TICL shall ensure support to resolve any problems that the Client may face with the Service and resolve problems within the timeline provided by TICL.

### 10. Force Majeure

No failure or omission by either Party to carry out or observe any of the terms and conditions of this agreement (other than any payment obligation) shall give rise to any claim against the other Party or be deemed a breach of this agreement if such failure or omission arises from an act of nature, an act of government, or any other circumstances commonly known as Force Majeure.

### 11. Termination of Agreement

- a. Without prejudice to its other rights, the Client agrees not to terminate the Service until after the expiry of the Minimum Subscription Period unless there is breach of the Agreement by TICL.
- b. Either Party may terminate this Agreement, before the Minimum Subscription Period, by giving the other party one months' notice after the Minimum Subscription Period.
- c. Notwithstanding the above Clauses, TICL may terminate this Agreement if Client defaults in the payment of the Invoices within a reasonable period of time.
- d. In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Client or by TICL as a consequence of any breach by the client, the Client shall be liable for the following:
  - i. The Client shall pay TICL the difference between the total Fees and Charges which TICL would have charged the Client for the Service, including the use thereof for the Minimum Subscription Period, had the Service not been terminated prior to the expiry of the Minimum Subscription Period and the total amount paid by the Client to TICL as subscription and usage fees or charges for the Service for the period during which the Service was subscribed by the Client;
  - ii. All charges which were discounted, waived or reduced by TICL on the basis that the Client subscribes the Service for the Minimum Subscription Period will be reinstated and the revised charges applied retrospectively from the Service Date on the Client.

### 12. Dispute Settlements

- a. In the event of any dispute or differences arising out of or relating to this Agreement, the dispute or differences shall be settled through mutual discussions.
- b. In case, any dispute fails to be resolved as per clause 12.a, it shall be resolved in accordance with the prevailing dispute settlement procedures of the infocom industry.

### 13. Notices

- a. All notices or other communications relating to this Agreement shall be in writing, addressed to the Parties as mentioned in the Form.
- b. Notices mailed by registered mail shall be deemed to have been received by the addresses when delivered. Notices sent by fax or email shall be deemed to have been received by the addresses upon confirmation of the receipt.
- c. Any changes to the above addresses shall be made known to the other Parties in writing.

The undersigned, duly authorized hereto by their respective institution or individuals, have signed this Agreement in English language on the date first mentioned.

Affix  
Legal  
Stamp

Signature of Applicant on Legal Stamp

Name:  
Date: