



**SERVICE AGREEMENT FORM**

(to be filled, signed and submitted by the Customer)

- a. The subscriber is required to fully comply with the provisions of the Indian Telegraph Act 1885 and the Indian Telegraph Rules made there under and any amendments or replacements made thereto from time to time.
- b. The subscriber is required to desist from sending unsolicited messaging via the Internet connection provided by the BSNL.
- c. The subscriber is required to ensure that objectionable or obscene message or communications, which are inconsistent with the established laws of the country, are not made by him or any other person using his PC.
- d. BSNL may revise the tariff for DIAS connections from time to time, at its discretion.
- e. Customer assumes total responsibility and risk for use of the Internet Access Services. Neither BSNL nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the internet generally.
- f. Customer understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customers access such materials at their own risk. BSNL has no control over and accepts no responsibility whatsoever for such materials.
- g. The service is provided 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 un-interrupted 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.
- h. 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, deletions of files, errors, defects, delays in operation, or transmission or any failure or performance.
- i. Payments of bills - It would be the responsibility of the subscriber to make advance payment of monthly rent. BSNL would disconnect the service in case of non-receipt of advance payment without giving any notice to the subscriber.
- j. Force Majeure- If at any time, during the continuance of Internet Access Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of 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 Internet Access Services.

I/We have carefully read the terms and conditions of the agreement and technical specifications of the Internet Access Services and agree to abide by the same.

Place: Signature of the subscriber

Date: