A dhi Company

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Bhutan Telecom Ltd.

PREPAID LEASEDLINE APPLICATION FORM

Individual / Organization / Company Details

Name	
Present Address	
CID/Business License No.	
Mobile No. for SMS	
Email Address	

Permanent Address (*for Bhutanese only*)

Village: Gewog: Dzongkhag:

Tick required bandwidth (prepaid):

Bandwidth (unlimited)	Unit Rate (Nu.)	Unit Rate (Nu.) with GST	Validity (From Date of Recharge)	Tick
5 Mbps	1,950	2,048	30 Days	
10 Mbps	3,850	4,043		
15 Mbps	5,700	5,985		
20 Mbps	7,500	7,875		
25 Mbps	9,250	9,713		
30 Mbps	10,950	11,498		
40 Mbps	14,200	14,910		
50 Mbps	17,250	18,113		
75 Mbps	24,000	25,200		
100 Mbps	29,500	30,975		

Equipment Details

Router *(tick)*

Required		Not Required	

If required, how many numbers:

Preferred Installation Date_____ (Effort is made to perform installations in a timely manner, however please note that installations will be made on a first-come-first served basis)

Important Note

Base Package

- **GST 5% will be applicable to lease line equipment and lease line packages**
- **Each unlimited Base Pack is valid for 30 days from the date of activation.**
- **The customer is entitled to unlimited bandwidth for a period of 30 days.**
- No grace period is provided for prepaid lease-line services, unlike prepaid mobile.
- The same Base Pack may be recharged up to twice within a month. Each recharge will extend the validity period (expiry date) but will not increase the allocated bandwidth.
- No reversal or refund shall be applicable for prepaid lease-line.
- IP address charges are not applicable for prepaid lease-line customers.

- An installation or shifting charge of Nu. 2,500 shall apply for all prepaid lease-line connections.

Declaration

I hereby declare that all the information provided are true and correct. I declare that I have read and understood the terms and conditions of service printed overleaf.

Affix a Legal Stamp and Signature

(signature on legal stamp)

For OFFICIAL USE Only			
Feasibility by CAN (Customer Access Network)			
Feasible		Not Feasible	
Feasibility done by			
Installation			
Installation date (DD/MM/YYYY)			
Installed by			
Work order		Activation date	

TERMS AND CONDITIONS

A. DEFINITIONS

1. 'Service Provider' means Bhutan Telecom Limited or its agents and permitted assigns.
2. 'Customer' means a person who subscribes to or avails service from the Service Provider.
3. 'Suspension/Barring' means the temporary removal of services, which may be restored after clearing the dues having more than 3 months.
4. 'Disconnection/Deactivation' means permanent removal of services.
5. 'Charge' shall include such payments which are due and payable by the customer to the Service Provider, whether billed or not, inclusive of fees, taxes, levies, penalties, etc.
6. 'Network' means last mile fiber connectivity through which services are provided.
7. 'Reconnection' means the restoration of a temporarily suspended service.
8. "Access Medium" means the medium, by or through which, the Client may utilize the service;
9. "BICMA" means the Bhutan InfoComm & Media Authority.
10. "Login Name" means any number or alphanumeric symbols or characters assigned by BTL 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.
11. "Password" means any number or alphanumeric symbols or characters assigned by BTL 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.
12. "Party" or "Parties" means the "Client" and "BTL" to be referred individually as Party and collectively Parties.
13. "Service Date" means the date on which the service has been successfully commissioned after the test period.
14. "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 BTL 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 BTL. For Scheduled Maintenance, BTL shall inform the Client, at least one day before the maintenance activities are carried out.

B. Provision of Services

1. BTL 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.
2. During the effective contract period, BTL 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.
3. BTL reserves the right to periodically review and update its offerings, including modifying, discontinuing, or introducing new plans, packages, offers, and service rates. These changes may be implemented as needed to enhance the services and the changes shall be notified to customers.
4. 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 BTL. The Client shall also be responsible for its internal network and the systems connected to it.

C. AMENDMENTS

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

D. USE OF SERVICE

1. The Service is supplied for decent and lawful purpose only. The Client agrees to use the service as per the guidelines issued by BTL and BICMA.
2. Customer/Client is not allowed to resale the Service and the right to access is subject to limits and restrictions established by BTL from time to time.
3. Customer/Client is required to fully comply with the provisions of the laws of the Kingdom of Bhutan in force at the time being.

E. AGREEMENT

1. The agreement shall remain valid/renew perpetually thereafter unless terminated by either party in accordance with Clause K.

F. BILLING & PAYMENT

1. 5% GST shall be applicable to all Leasedline plans and all equipments.
2. Client agrees to pay an equipment cost and package cost upfront.
3. If there is any deficiency in the service, the customer shall intimate the Service Provider and the Service Provider shall rectify it expediently.

G. WARRANTY & LIMITATION of LIABILITY

1. BTL 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 BTL shall have no liability for any such actions.
2. 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.

H. ASSIGNMENT

1. 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.

I. SERVICES LEVEL ASSURANCE

1. BTL agrees to provide maximum service uptime to the Client with certain Service Quality Assurance as per the service availed by client.
2. BTL shall ensure support to resolve any problems that the Client may face with the Service and resolve problems within the timeline provided by BTL as per the different Leasedline plans.

J. FORCE MAJURE

1. 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.

K. TERMINATION OF SERVICE

1. The service will be suspended if there is no recharge for three consecutive months.
2. Notwithstanding the above Clauses, BTL may terminate this Agreement if Client defaults in the payment of the Invoices within a reasonable period of time (upfront).

L. NOTICES

1. All notices or other communications relating to this Agreement shall be in writing, addressed to the Parties.
2. 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.
3. 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.

M. CONSENT CLAUSE

1. The Client hereby consents to the sharing of credit information maintained by BTL with the Credit Information Bureau and other relevant government authorities.

N. GENEERAL GUIDELINE

1. The Service Provider shall provide services only to those who agree to fulfill and comply with the requirements laid down in the 'Registration Form for BT Leasedline' and the Terms and Conditions mentioned in this document.
2. The terms and conditions mentioned herein may be amended as and when necessary. The customer may be notified of any change/amendment.

O. RIGHTS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

1. Service Provider is responsible for transmission of internet service only till the point of customer-side modem/last mile connectivity beyond which responsibility entirely lies with the customer.
2. The Service Provider has a right to exchange or withdraw any service and/or change or withdraw any charges at any time for one, more or all customers except discounts or other special benefits or schemes announced by the Service Provider from time to time and which are valid for specified period.

P. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

1. The time period for the agreement will be for one year and it will be automatically renewed on yearly basis until the customers surrender the service by giving written notice of intent not to continue the services.
2. It shall be the customer's responsibility to protect and maintain the secrecy of the password assigned to him at all times. The customer will be fully responsible and liable for all charges, losses or damage arising from the use of its username and password and shall have no rights to claim waiver on the ground that password and/or username had been misused.
3. In terms of leased line shifting, the monthly package will continue irrespective of the days consumed for shifting the connection to a new location.

Customer's Signature

Name of Customer_____(DD/MM/YYY)_____/_____/_____