



# ଭୁବନେଶ୍ୱର ପାତ୍ର

**FWA POSTPAID TO PREPAID CONVERSION FORM (shall be used for old PO FWA CPE only)**

### 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 Prepaid Package/Plan**

Plan (in Nu.)	Bandwidth	Data Cap (GB)	Data Cap with 5% GST (GB)	Post capacity Speed	TICK
3999	< 200 Mbps	900	857.14	2 Mbps	
3499	< 150 Mbps	780	742.86	2 Mbps	
2999	< 100 Mbps	660	628.57	2 Mbps	
2499	< 50 Mbps	540	514.29	2 Mbps	
1999	< 30 Mbps	420	400.00	1 Mbps	
1499	< 15 Mbps	300	285.71	1 Mbps	
1099	< 5 Mbps	200	190.48	512 Kbps	

**Location of Installation** (*exact location*)

### Preferred Installation Date

**CPE Configuration (tick)** **By BT Technician** **By Customer**

## Important Note for Customers

- On exhaustion of the data quota, the service will continue at **FUP bandwidth**, allowing **unlimited usage** for the duration of the pack validity.
- FWA CPE shall be provided for free and the ownership of the CPE provided shall remain with Service Provider (BTL).
- 5% GST is applicable to all prepaid plans
- Geo-fencing relocation fee of Nu. 500 shall be applicable
- Customer can opt for one base pack at a time (one package per month)
- The service will be available only in areas/regions with 5G network coverage
- CPE will be set up and configured either at the **BTL Counter** or at the **customer's premises**, based on the customer's preference.
- In the event of any damage, customer will have to buy a new CPE (BT AirFiber)
- Shifting/setup charges shall not be applicable
- SIM charges shall not be applicable (free prepaid SIM)

## 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. I/We also agree that we will not supply or share internet access to any other third parties

## Affix a Legal Stamp and Signature

### 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' means the temporary removal of services, which may be restored.
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. "BICMA" means the Bhutan InfoComm & Media Authority.
9. "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.
10. "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.
11. "Party" or "Parties" means the "Client" and "BTL" to be referred individually as Party and collectively Parties.
12. "Service Date" means the date on which the service has been successfully commissioned after the test period.
13. "Service Outage" shall be an incident of service interruption or stoppage of service 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. AGREEMENT**

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

#### **C. BILLING & PAYMENT**

1. Client agrees to pay package plan upfront.
2. 5% GST shall be applicable to all FWA plans.
3. Geo-fencing relocation fee of Nu. 500 shall be applicable.
4. The Parties agree that the charges reflected in the invoice are inclusive 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.

#### **D. WARRANTY & LIMITATION of LIABILITY**

1. FWA CPE shall be provided for free and the ownership of the CPE provided shall remain with Service Provider (BTL).
2. In the event of any damage, customer shall surrender old CPE device to BTL and customer will have to buy a new CPE (BT AiFiber)

#### **E. 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.

#### **F. 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.

#### **G. TERMINATION OF SERVICE**

1. Service will auto-terminate if no recharge is made for more than 3 months.
2. For reconnection, customer shall visit BTL counter.



3. Notwithstanding the above Clauses, BTL may terminate this Agreement if Client defaults in the payment of the Invoices within a reasonable period of time.

## H. NOTICES

1. All notices or other communications relating to this Agreement shall be in writing or emailed to respective BTL team.
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.

## I. GENERAL GUIDELINE

1. The Service Provider shall provide services only to those who agree to fulfill and comply with the requirements laid down in the 'Conversion Form for FWA' 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.

## **J. 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.
3. BTL 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 BTL cannot guarantee the end-to-end bandwidth commitment due to the nature of the Internet. 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 FWA plans provided.

## K. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

1. 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.
2. In terms of service shifting, the monthly selected plan will continue irrespective of the days consumed for shifting the connection to a new location.

**Customer's Signature & Date**

Customer's Name \_\_\_\_\_ Date (DD/MM/YYYY) \_\_\_\_\_

BT FWA CONVERSION DETAIL FORM (for Official use only)

Fill all the details after proper verification of documents and equipment:

MSISDN Number	9	7	5									
SIM Number												
Signature												
Name of BTL Official												
DD/MM/YYYY												
<b>TO BE FILLED BY BTL</b>												
Installation Date												
Service Activation Date												
IP Address Allocated												
Package Subscribed												
<b>Important Note</b>												
<ul style="list-style-type: none"> <li>• On exhaustion of the data quota, the service will continue at <b>FUP bandwidth</b>, allowing <b>unlimited usage</b> for the duration of the pack validity.</li> <li>• FWA CPE shall be provided for free and the ownership of the CPE provided shall remain with Service Provider (BTL).</li> <li>• 5% GST is applicable to all prepaid plans</li> <li>• Geo-fencing relocation fee of Nu. 500 shall be applicable</li> <li>• Customer can opt for one base pack at a time (one package per month)</li> <li>• The service will be available only in areas/regions with 5G network coverage</li> <li>• CPE will be set up and configured either at the <b>BTL Counter</b> or at the <b>customer's premises</b>, based on the customer's preference.</li> <li>• In the event of any damage, customer will have to buy a new CPE (BT AirFiber)</li> <li>• Shifting/setup charges shall not be applicable</li> <li>• SIM charges shall not be applicable (free prepaid SIM)</li> </ul>												