

## Terms and Conditions

1. Booking will be confirmed subject to feasibility.
2. The applicant shall pay the registration fee deposit which will be charged in telephone bill.
3. The applicant shall either BUY or take on INSTALLMENT the ATA/SIP Device from Sai InfoSystem (India) Limited for availing VVOBB services.
4. BSNL shall have the sole discretion to accept or reject the application without assigning any reason. In case the application is rejected; the deposit shall be refunded to applicant.
5. The ATA/SIP Device and accessories shall be solely used for availing VVOBB services on Broadband of BSNL and shall not be used for availing services of any other network.
6. The ATA/SIP Device and the accessories shall be used for making authorized calls and availing of authorized facilities.
7. The subscriber shall take adequate care of the ATA/SIP Device, during the period of the agreement. Any willful default or damage to ATA/SIP Device will be in the account of the subscriber.
8. The subscriber shall not without the prior authorization of BSNL, remove, transfer or otherwise relocate the ATA/SIP Device from the original place of the installation, failing which the deposit shall be forfeited & BSNL shall be entitled to recover the cost of the ATA/SIP Device and/ or intimate legal action.
9. In case ATA/SIP Device (taken on installment option) is lost or damaged on account of theft, burglary or by any other accident; the subscriber shall file a police complaint forthwith BSNL of such loss immediately; failing which BSNL reserves the rights to recover the cost of the ATA/SIP Device from the subscriber, if the ATA/SIP Device has been taken on installment option.
10. In case of non-payment/ delay in payment of installments, BSNL shall reserve the right to cancel/ suspend the service and to discontinue the Services. In such cases, subscriber shall return the ATA/SIP Device (if taken on installment option) in good working condition.
11. The subscriber shall, in advance notify change of address/contact number to BSNL or its authorized representative for future correspondence/ context.
12. In case the subscriber desires to discontinue the services, he shall return the ATA/SIP Device (if taken on installment) in good working condition.
13. For reconnection/ activation of the service earlier disconnected for any reason, the subscriber shall pay reconnection charges as prescribed from time to time.
14. VVOBB services shall be available to the subscriber subject to Force Majeure condition including but not limited to act of God, fires, strikes, embargoes, war insurrection, riots and other causes behind the reasonable control of BSNL including atmospheric / topographical hindrances.
15. Subscribers are not authorized to install any Gadgets on ATA /SIP Device without BSNL's prior written permission. The subscriber has to protect the ATA/SIP Device (if taken on installment option).
16. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under terms and conditions to any other party under any circumstances without prior permission of BSNL. Any transfer affected in contravention of the expressed terms contained herein shall not absolve the Subscriber of its obligation/ liability towards BSNL.
17. All taxes, levies etc. present and future shall be to the account of subscriber as applicable.
18. The tariff / charges for VVOBB service are based on Agreements with International Carrier at the time of presentation of this form. In case of any change in these arrangements, additional applicable charges, shall be payable by the Subscriber. BSNL may revise the tariff for VVOBB Services from time to time at its discretion.
19. The Subscriber shall make payment to BSNL against the bill raised by BSNL on or before the due date.
20. VVOBB Service quality, functionality, availability and / or reliability may be affected and / or BSNL is entitled to without any liability, refuse, limit, suspend, vary, disconnect and or interrupt the Services; in whole or in part, at any time in its sole discretion with respect to one/ all Subscribers, without any reasons. The service 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 particular purpose. No advice or information given by BSNL, its affiliates or their respective employees shall create a warrant. Neither BSNL nor its affiliates warrants that the service will be uninterrupted or error free.
21. In case of misuse of Service or breach of any terms and conditions by the subscriber or use of service by the subscriber in such a manner that it violates any laws or adversely affect or interferes with BSNL Service. Company shall give notice of five (5) days to the Subscriber to remedy the breach. In case the Subscriber fails to remedy the said breach within the notice period, BSNL shall be entitled to discontinue the Service forthwith.
22. BSNL at its sole discretion may suspend / discontinue the Services by giving reasonable notice to Subscriber.
23. The VVOBB service is liable for disconnection partially or otherwise due to :
  - a. Changes in the law, rules, regulations or orders, directions, notifications, etc by the Authorities.
  - b. Physical obstruction, geographic, topographic, hydrological, meteorological and other causes of cable interference or faults in other networks of International Carrier to which the Network is connected.
  - c. Any discrepancies / wrong particulars provided by the Subscriber.
24. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this terms & conditions shall be settled by arbitration in accordance to BSNL. However subscriber has right to appeal to the next higher authority.
25. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws. BSNL and Subscriber agree to submit to the exclusive jurisdiction of the Ahmedabad Courts.
26. Availability of the spare Ethernet port in case of subscriber owned modem will be the sole responsibility of the subscriber. In case subscriber wants to use encryption device at this premises he has to take prior permission of Telecom Authority.
27. The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885 and Information Technology (IT) Act, 2000 & the Indian Telegraph Rules made there under and any amendments or replacements made there to from time to time.
28. The amount of prepaid recharge coupon once purchased, is not refundable.
29. Subscriber of Video Telephony Service can get maximum video resolution of up to 352 x 288 (CIF resolution).
30. Customer has option to either outright purchase or take on monthly installment (for Government Institutions and PSUs only) the required SIP Device through BSNL for availing VVoBB services. Outright purchase price or monthly installment, as the case may be, shall be collected through regular landline bills only. In case of outright purchase, invoice shall be raised by Sai Infosystem (India) Limited, who is franchisee of BSNL for providing SIP Devices through back-to-back arrangement. The payment against invoice shall be appropriated through payment made by customer against BSNL bills, and no separate payment shall be made by customer to BSNL's franchisee.
31. SIP Devices on monthly installment will be offered at the discretion of Sai InfoSystem (India) Limited. Subscriber opting for SIP Devices on installment basis will have to do documentation for the same as required by Sai InfoSystem (India) Limited.
32. The decision of Sai InfoSystem (India) Limited, on whether to grant or reject the request for installment option, is final.
33. Subscribers opting for SIP Devices on Installment Basis are expected to be active subscribers of the service for a period of 24 months. If, for any reason, the subscriber defaults in paying the monthly bills OR surrenders the connection and instrument before 24 months, then the security deposit of SIP device shall be forfeited by the franchisee. If the customer regularly pays the monthly installment for 24 months, the security deposit shall be refunded back by Sai InfoSystem (India) Limited directly to the customer within one month of the expiry of 24 months. By signing the CAF it is implied that subscriber has read and is aware of this exit clause associated with SIP Devices on installment basis.
34. At the end of 60 months, the ownership of SIP device shall get transferred to the customer at zero cost, if all required installments have been paid.

I/ We have read and understood the terms and Conditions provided overleaf and acknowledge that the tariff plan selected and I agree to be bound by the same.  
I/ We agree to abide by the provisions of BSNL and the rules made there under and as also such amendments as may be made from time to time to these rules in so far as they relate to the Services. I /We hereby declare and confirm that the above information provided by me/us are totally correct and true in every respect.

Place: \_\_\_\_\_ Signature of Subscriber: \_\_\_\_\_.

Abbreviation: VVOBB Video & Voice over Broad Band, SIP: Session Initiation Protocol, ATA: Analogue Telephone Adapter