

OPTIONAL INFORMATION, IF FILLED WILL HELP US IN IMPROVING OUR SERVICE

2. Have you got any other Internet account. If yes, kindly indicate:

Type of Account:
Name of ISP:

3. What additional facilities you expect, please mention:

4. For what purpose you intend to use/using Internet:

5. What is the average number of hours per week, that you surf Internet:

6. Suggestions if any:

TARIFF : For the latest tariff please see internet section of our website www.bsnl.co.in

PASSWORD ACKNOWLEDGEMENT RECEIPT FROM THE CUSTOMER

I have received the envelope bearing the customer code _____ containing the password for applied Sancharnet (NIB) Internet Services.

Date

Signature of Customer

For Use of NIB Node-in-charge

User-id created	
Type of account	
Time & Date of activation of new account/renewal	

Date

Signature of Node-in-charge

Broad Terms and Conditions of BSNL Internet Services (Sancharnet)

1. BSNL shall update its Internet Service without prior intimation to its subscribers.
2. BSNL would try to provide a reliable services to its customers. But it would own no responsibility in case of interruptions in the network beyond its reasonable control.
3. BSNL will make its best endeavors to upgrade network capacity so as to provide desired speed of connections to the subscribers. However the subscriber understands and acknowledges that he/she be able to connect and operate at such speed as determined by network resources available at that time.
1. The subscriber of BSNL Internet Services is not allowed to resale the Internet Services.
2. The subscriber is required to use Telecom Engineering Centre (TEC), New Delhi approved Interface Equipment for accessing Sancharnet Services. In case it is necessary to pay Licence Fee to BSNL for connecting Modem/other Interface equipment etc. to PSTN, subscriber is required to complete the necessary formalities with the local BSNL office.
6. **Value Added Telecom service providers shall get necessary permission/licence from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, NEW DELHI-110 001 [Tel: 3716874,- Fax: 3353303]**
7. The subscribers of BSNL Internet Services would not be allowed to use its Internet Services for inter-active Voice or Fax messaging.
8. The subscriber is required to desist from sending unsolicited messaging via BSNL Internet Services.
9. The subscriber is required to fully comply the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made thereunder and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
10. The subscriber shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not created, accessed, transmitted or retransmitted by him or any other person using his password.
11. BSNL may revise the tariff and email domain for its Internet Services from time to time at its discretion.
12. Subscriber assumes total responsibility and risk for use of the BSNL Internet 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 accountable to any person whomsoever for any cost or damage arising either directly or indirectly from any such transaction. It is the responsibility of subscriber 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.
13. Subscriber understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people and accessing, downloading, creating, storing or transmission thereof in any form or manner may be illegal/ unlawful. Should subscriber desire or decide to access such materials he/she do so at their own risk. BSNL has no control over and accepts no responsibility whatsoever for such materials.
14. The subscriber shall desist from putting unsolicited messaging on server hosted by BSNL. The subscriber shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of India, are not made, created, downloaded, modified, transmitted or retransmitted by him/her or any other person on the web server or web space of the subscriber.

15. The Internet service is provided by BSNL 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 BSNL, its affiliates or their respective employees shall create a warranty. Neither BSNL nor its affiliates warrants that the service will be uninterrupted 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.
16. 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 subscribers, 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, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
17. Payment of bills - The subscriber shall be responsible to make advance payment of BSNL Internet Services. BSNL shall be entitled to disconnect the service in case of non-receipt of advance payment without giving any notice to the subscriber.
18. Disclaimer :- While every effort is made by BSNL to provide highest quality services to its subscribers of BSNL Internet Services (Dial – up services, Leased line services and dedicated dial-up services) the subscriber acknowledges that the linking, quality and speed of data transmission of the subscriber with BSNL network is entirely dependent on the telephone lines connectivity as may be permitted by MTNL/BSNL systems. Accordingly, BSNL shall in no event be responsible to the subscriber in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the subscriber with BSNL network computer or the deficiency in data transmission between the subscriber and BSNL network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising therefrom.
19. Force Majeure - If at anytime, during the continuance of BSNL Internet Services Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the 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 BSNL Internet Services Services.
20. Arbitration of Disputes -

That in case of any dispute or differences, breach & violation relating to the terms and conditions the said matter or dispute, difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. Subscriber will have No objection in any such appointment that arbitrator so appointed is an employee of the BSNL, same as above, the said Arbitrator shall act as under the Provision of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.

21. Acceptable user policy for Sanchernet's users

This acceptable user policy (AUP) specifies the actions permitted by Bharat Sanchar Nigam Limited (BSNL) to its users of Sancharnet Internet Services, including leased line, dial up and other services which may be introduced in future.. BSNL reserve right to modify the policy at any time. All subscribers of Sancharnet Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time.

a. Illegal use

Sancharnet network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation,

material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, violates export control laws or anti national.

b. Subscriber conduct

Subscriber shall use Sancharnet services for lawful purposes only. Subscriber shall not post or transmit using Sancharnet services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or which, without the BSNL's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the BSNL's discretion restricts or inhibits any other Subscriber from using or enjoying Sancharnet services will not be permitted. Subscriber shall not use Sancharnet services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Sancharnet services .

Subscriber shall not upload, post or otherwise make available using Sancharnet services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

c. System and Network Security

Violation of system or network security are prohibited, and may result in criminal and Civil Liability. The BSNL will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data.
- Harassing or threatening transmissions.
- Probing for means of gaining unauthorized access to computers or networks.
- Introducing or causing to be introduce any computer contaminant or computer viruses into system or network.
- Introducing or causing to introduce any pornography material, e-mail etc.

d. Indemnification

Subscribers agree to defend, indemnify and hold harmless the BSNL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Sancharnet Services by subscriber or any body else than the Subscriber, if any.

e. EMAIL

It is a condition of use of Sancharnet services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or

international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, e-mail, mailing lists or other groups or lists is prohibited.

f. Enforcement of AUP for BSNL subscribers

Indirect or attempted violations of the policy and actual or attempted violations by a third party on behalf of a Sancharnet subscriber or a subscriber's end user, shall be considered violation of the policy by such customer or end user. Any user found violating the above AUP is liable for action under the prevailing laws including termination of services.

22. BSNL shall have the absolute right to immediately terminate, any time, Subscriber contract in the event of any conduct by Subscriber which the BSNL, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of the terms and conditions.

DECLARATION

I/WE have carefully read all the above terms and conditions of the agreement and technical specifications of BSNL Internet Services and agree to abide the same.

Place :
Date :

Name of the subscriber:
Signature of subscriber:

For Office Use Only	
Customer Code	
Date Received	

