

THE GENERAL TERMS AND CONDITIONS OF SHEBA PHONE SUBSCRIPTION AGREEMENT



1.0 DEFINITION

'Integrated Services Ltd.' means 'Sheba Phone which comprise of Wireless Network operating in 800 Mhz frequency band'.

Telegraph Act 1885' means Telecommunications regulations of Government of Bangladesh for telephone network and services

'Customer' means the registered subscriber of the service.

'Customer' means and includes and combination of transmitter and receiver including accessory equipment and peripheral for carrying on a radio communication service in 'Sheba Phone' System

'Service' means telecommunication service and / or any other supplementary services offered by Sheba Phone Customer.

'Tariff' means fees, charges and rates chargeable against the 'Sheba Phone' service.

'Application Form' means the application form filled in by the Customer applying for subscription of the Services.

'Subscription Agreement' or 'Agreement' means the agreement for subscription of the Services to be executed by the Customer and Sheba Phone, the Subscription Agreement shall also include the General Terms And Conditions of Sheba Phone Subscription Agreement which is an integral part of the Agreement.

2.0 DURATION OF SERVICES

The service shall be effective from the date of Commencement of Service until the expiry of or termination of this Agreement under the terms and conditions of the Agreement.

3.0 CUSTOMER'S COVENANTS

During the terms of this Agreement, the Customer shall:

Ensure that all information given in the Application Form shall be accurate and correct at the time it was made and shall inform Sheba Phone of any changes in the information as soon as such changes occur;

Promptly pay all amounts due and payable in accordance to the Sheba Phone payment policy notwithstanding that the Customer may not have received the official bill for payment at the appropriate time for any reason whatsoever;

Upon notice, to cease utilizing the Services of Sheba Phone;

Pay all amounts due and payable under the Agreement notwithstanding any interruption or loss of Service for any reason whatsoever;

Ensure that the Customer or any other persons shall not use the Service for illegal, subversive, unauthorized and unlawful activities or purposes;

Report to Sheba Phone within 24 hours of the discovery of any event of fraud, theft, loss, unauthorized use or any other illegal, subversive, unauthorized and unlawful activities in respect of the customer's phone or the Service;

Not make any adjustments, alterations, modifications or attachments to the Customer's Phone or related software in connection with or having effect on the Service in any manner whatsoever, without the prior written consent of Sheba Phone; and Abide by all rules, regulations, laws of the country and the terms and conditions of the Agreement, including and not limited to payments of any taxes, duties or such charges as may be imposed by the Government from time to time having direct or indirect effect on the Service or the cost thereof.

4.0 PAYMENT

Upon application for, registration, transfer or re-connection of Service, the Customer shall pay Sheba Phone a refundable deposit and such order non-refundable sum(s) as may be determined by Sheba Phone from time to time;

Any refundable deposit shall be held to the Customer's credit and repaid to the Customer after termination of the service subject to the deduction of any amount due to Sheba Phone on account of the Customer.

In the event of any fees and / or charges remaining unpaid after becoming due to Sheba Phone, Sheba Phone reserves the right to charge interest on the overdue payment which is still outstanding including the period of discontinuation of Service.

The deposit, fees, charges for the Service shall be at the rates prescribed by Sheba Phone from time to time. Sheba Phone reserves the right to increase or decrease the amount of the deposit, fees, charges as when deemed necessary by giving due notice to the Customer.

Sheba Phone reserves the right to take any action it considers necessary for the recovery of unpaid fees and / or charges and all collection costs and expenses will become the Customer's liability.

5.0 TERMINATION

The Customer may terminate the Service by giving Sheba Phone at least thirty (30) working days prior notice in writing.

Sheba Phone without any liability, reserves the right to refuse, suspend/disconnect or terminate the Service permanently at its sole discretion, without notice and assigning any reason whatsoever.

Termination of the Service either by Customer or Sheba Phone shall not relieve the Customer from its responsibilities and liabilities under this Agreement which are incurred prior of the effective date of termination.

6.0 SHEBA PHONE'S RIGHT AND NON-LIABILITY

In the event of Registration/Termination/ Re-registration/Requisition by a representative, the Customer shall provide Sheba Phone with written proof of Authorization to act as representative acceptable by Sheba Phone.

Sheba Phone may at any time make an alteration to the service if Sheba Phone considers such alteration desirable in which event Sheba Phone shall not be liable for any loss or inconvenience to the Customer resulting there from.

In the event of any dispute/ claim of ownership of Customer Phone, Sheba Phone shall have the right to determine the ownership and shall not be liable to any loss or damage or claim which may be caused to the Customer from or through the re-registration / Termination /Transfer / reconnection / disconnection of Service of the Customer Phone to such determination.

Sheba phone shall not be liable for:

a) Any loss or damage which the Customer may sustain from the suspension or termination of the service.

b) Any loss or damage which may be occasioned through the interruption or loss of the Service from any cause whatsoever.

c) Any loss or damage which may be caused by the loss or mutilation of the date at any stage of the transmission, whether in progress or complete.

d) All claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with the Service and all other claims arising out of any act or omission of the Customer in connection with the Service.

Sheba Phone reserves the right to amend, alter, substitute and of vary any provisions of this agreement and the Customer shall be bound to observe, perform and comply with the terms and conditions and any changes thereof. Such amendment, alteration, change, substitution, as and when made, shall be conveyed to the customers by such means as deemed appropriate by Sheba Phone.

Sheba Phone shall strive to offer the best service quality, however, the quality, reliability, and availability of service is not guaranteed as the same are dependent on various technical, physical, topographical, atmospheric, environmental, regulatory and such other facts and such other factors.

7.0 SHEBA PHONE'S REMEDY

Sheba Phone may without prejudice to any other right or remedy to Sheba Phone and notwithstanding any waiver of any previous breach, suspend or disconnect the service if:

a) The customer shall be adjudged bankrupt or receiving order be made against the Customer or if the Customer makes any composition or arrangements with or assignment for the benefit of his creditors.

b) The Customer in the case of a company or a firm shall be wound up or have a receiver or manager appointed.

c) Sheba Phone is of the opinion that the customer has failed to observe and perform any of the terms and conditions of this Agreement, any provisions of the Telegraph Act 1885 and or other relevant laws in force from time to time.

Upon subsequent payment by the Customer of such sums as demanded by Sheba Phone (including additional deposits, if any) for the continuation of the Service, Sheba Phone in its absolute discretion, may restore the Service, and the Service shall continue to be in force.

8.0 TRANSFER/ RE-REGISTRATION OF USED CUSTOMER PHONE

A customer phone may be transferred/ re-registered subject to approval being obtained from Sheba Phone

The new Customer shall complete the subscription form in compliance with the Terms and Conditions and the Service shall commence from the date of transfer/ registration.

The new Customer shall pay all the fees and charges levied in respect of the transfer / registration and which are payable in advance.

9.0 LAWS APPLICABLE

This Agreement shall for all intents and purposes be subject to and construed in accordance with the laws of Bangladesh.

In the event of any provision in this Agreement shall be or becomes invalid, illegal or non enforceable in any respect under any law such invalidity, illegality or unenforceability shall not in any way effect or impair any other provisions of these Terms and Conditions but these Terms and Conditions shall be construed as if such invalid or illegal or unenforceable provision has never been incorporated herein at the stipulated in the Application form.

10.0 FORCE MAJURE

Sheba Phone shall not be liable for any breach of this contract caused by Act of God, insurrection or civil disorder, war, or military operations, national or local emergency, acts or omissions of Government, highway authorities or other competent authority, industrial disputes of any kind (whether or not involving Sheba Phone employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts of omissions of persons or bundles for Sheba Phone is not responsible or any other cause whether similar or dissimilar outside Sheba Phone's control.

11.0 MISCELLANEOUS

Any notice or account which may be given or rendered by Sheba Phone under this Agreement shall be deemed duly given or rendered if sent by ordinary post to usual or last known place, office or address.

In case of stamp duty payable for the subscription form shall be borne and paid by the Customer and stamped original copy of the Subscription form shall be retained by Sheba Phone.

In this Agreement where the context requires, words importing the singular shall include the plural and vice versa.

I agreed all above terms and conditions.

Applicant's Signature:

Place & Date:

Signature of Agent/Sales Partner:

Place & Date: