

TERMS AND CONDITIONS

Please read the following terms and conditions carefully before signing the Customer Agreement Form (CAF) between Naya Tel (Pvt) Ltd., (hereinafter referred as 'NTL') and the 'Customer':

1. Agreement: NTL agrees to provide Customer with the telecommunication services including but not limited to high speed Internet, Cable TV and Telephony ("services") pursuant to the plans chosen on backside of this page.

2. Term: This Agreement takes effect on the day the services are activated. By signing this agreement, Customer agrees to a minimum service period ("Minimum Term") of one (1) month for his Services. Agreement is automatically renewed at the expiry of Minimum Term, unless NTL is notified in writing to the contrary, at least thirty-(30) days prior to the expiration of the Minimum Term. If Customer terminates his/her services during the Term, he/she will be liable to pay the charges equal to 30 days of service.

3. Rates and charges: As long as Customer subscribes to NTL's services, Customer agree to pay in advance the applicable service rates for the Service plans he/she selected along with all charges properly billed to his/her account. Such charges include (but are not limited to) a one-time, non-recurring set-up fee and recurring monthly service charges and applicable duties and taxes, if any. NTL reserves the right to increase/decrease the charges, tariff and monthly packages by giving 15 days advance notice to the Customer.

4. Late Charges: Payment is due on the date indicated on the service bill. Any balance amount remain unpaid on the next billing date, shall be considered in default and will be subject to a surcharge of five percent (5%) of the unpaid balance due per month.

5. Change of Service Plan: Customer may change to another service plan free of charge, if no actual work is needed by NTL staff at Customer's premises. The written change of service plan request from Customer should reach NTL on or before 25th day of a calendar month for the new plan to take effect from 1st day of the next month. No change of service plan requests will be entertained during the month.

6. Refunds: The Customer may terminate the services by giving NTL 30 days prior notice for claiming of refund of charges except the initial one time setup and installation fee and cost of equipment. Refund of monthly charges will be calculated equal to the amount remaining against the time/traffic volume utilized by the Customer from the date of filling the claim with NTL. The Minimum refund period will be 14 days from the date of claim.

7. Security Deposits: NTL requires deposit as security payment equivalent to the one-month recurring amount of service plan selected. The deposit is refundable at the time of termination of services either by the Customer or NTL. This deposit can be adjusted in any outstanding amount due at the Customer's end.

8. Default: If Customer does not pay any charges owed to NTL when due or violates any of the terms of this Agreement, then NTL will have the right to discontinue or restrict the service either temporarily or permanently without notice. In either case, NTL shall incur no liability whatsoever.

9. Usage: The Customer shall:

- i. not use the telecom service for any unlawful purposes
- ii. not attempt to gain unauthorized access to any computer system connected to the internet.
- iii. not introduce any computer virus into the internet or the NTL computer systems.
- iv. not persistently send messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or anxiety to any person.
- v. not send any message which is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene, libelous or menacing nature or may infringe on any statutory regulations and laws.
- vi. comply with all provisions of pakistan telecommunication (re-organisation) act, 1996 and pakistan electronic media regulatory authority ordinance, 2002.

10. Availability of Service: NTL will use its best efforts to provide Customer with quality services without interruption, as far as technically feasible. However the service is subject to transmission limitations beyond NTL's control. Services may be temporarily unavailable or limited because of the unavailability of PTCL's services or any third party services not in the control NTL. Service to any or all Customers may be temporarily interrupted or curtailed because of equipment modification, upgrades, relocations, repairs and similar activities necessary for the proper operation of service. However, in the event a schedule interruption is planned, reasonable notice will be given.

11. Customer Support: NTL will provide telephonic customer support through its Technical Assistance Center (TAC) on 24x7 basis. Onsite customer support in case of physical line problem will be provided within 48 hours (excluding weekends and public holidays). As a telecom operator, NTL's responsibility is to extend connectivity to the customer premises equipment (CPE) installed by NTL. Connectivity beyond CPE is the responsibility of the Customer. In case of a fault identified at Customer's end beyond CPE, additional charges for value added services as per prevailing rates will be charged from the Customer.

12. Governing Law: This Agreement shall be deemed made and entered into in the courts of the respective territory where the service is being provided by NTL and shall be construed and enforced in accordance with and governed by the laws of the Islamic Republic Pakistan.

13. Payment of Costs: In the event Customer defaults in the performance of any term or condition of this Agreement or in the payment of any sums of money due under this Agreement, then Customer shall pay all reasonable costs, charges, attorneys fees and expenses incurred by NTL in enforcing the terms and

conditions of this Agreement and in pursuing its claims.

14. Limitation on Damages: In no event shall NTL and/or any of its agents, employees, officers, parents, affiliates, subsidiaries, successors, assigns, directors, brokers, and/or attorneys ("NTL parties") be liable to Customer for lost profits and/or punitive or exemplary, incidental, consequential, special and/or indirect damages in any action arising out of or related to: (1) this Agreement; (2) the rights granted hereunder; (3) any breach, termination, cancellation or non-renewal thereof; (4) Customer's business; (5) the Services; (6) the CPE; and/or (7) any act, omission, and/or negligence of any of the NTL parties.

15. Claims: Claims against the NTL shall be limited to recovery of no more than the sums paid to NTL for the Services. NTL shall not be liable for any damages caused by delay in delivery, installation or furnishing of the services, the CPE and/or periodic and/or recurring interruption in the services being provided under this Agreement.

16. Operating Environment: Customer shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which NTL's services and/or in the CPE are to function. No action arising out of any claimed breach of the Agreement or transactions under the Agreement or regarding the services may be brought by the Customer more than 30 days after the cause of the action has accrued.

17. Arbitration: Customer agrees that any and all controversies, action, suits, and/or claims brought by him against NTL regarding any matter whatsoever, shall be settled exclusively by arbitration. Customer hereby waives any right it may have to bring any action against NTL in any forum other than arbitration. One arbitrator, mutually agreed upon by the parties, who shall be an attorney enlisted in the Pakistan Bar Council, shall act as arbitrator. The losing party shall pay the fees, costs and expenses of the arbitrator. The arbitration proceeding shall be conducted in accordance with the prevailing commercial rules of the Pakistan Bar Council or any Successors thereto. Judgment or any award by the arbitrator shall be binding NTL and Customer, and may be filed in a court of competent jurisdiction in the respective territory where the Services is being provided by NTL.

18. Assignment: NTL may assign Agreement or assign the right to receive payments without Customer's consent. Customer may not assign this Agreement without NTL's prior written consent, which may be withheld in NTL's sole discretion.

19. Indemnity: NTL is not responsible for any injuries or losses to Customer caused by Customer's use of the service. Customer agrees to indemnify, defend, and reimburse NTL of expenses, including attorney fees, and claims for such losses and injuries, including those arising out of negligence, tort, or strict liability claims. This indemnity shall continue even after the term of this Agreement has expired and/or after termination of this Agreement.

20. Internal Wiring Fees: NTL's Field Services Technicians (FST) will perform limited inside wiring for connectivity to the CPE. If the Customer authorizes or request NTL's FST to place the CPE in a location that requires inside wiring, then NTL will provide this Services at the additional rates. The inside wiring does not include connecting the CPE to the computer or hub/switch, any Ethernet Cabling to the CPE, or coaxial cabling for TV sets. Such wiring, if required by the customer, will be carried out by NTL at additional charge.

21. Virus Related Traffic: Customer is responsible for proper maintenance of his computer system(s) like installation of Anti-Virus Software etc. while utilizing NTL's service. All un-intentional traffic generated due to virus infection of Customer's computer will be charged to the Customer's account, as it consumes NTL's bandwidth.

22. Miscellaneous:

- i. Should any provision of this contract become void for any party, the validity of the remaining provisions shall not be affected thereby unless the commercial intent of this contract is thereby frustrated.
- ii. The telecommunication connection may be monitored at any time by the relevant and legitimate agencies of the Government of Pakistan in the national interest.
- iii. NTL at its exclusive discretion reserves the right to refuse, change or remove Customer ID's/ Password/PINs which it deems inappropriate or offensive.
- iv. Should the Customer be in breach of any of the terms, NTL may terminate the Service immediately without any notice and without termination damages claim in NTL for such breach.
- v. NTL makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/or arising out of the facilities provided by NTL or the software not owned, or distributed by NTL
- vi. NTL disclaims all liability whatsoever, for any loss of data howsoever caused including without limitations non-delivery, mis-delivery or misuse, for any interruption, suspension or termination of the telecom Services or for the contents, accuracy or quality of information or resources made available or received or transmitted through the telecom Services.