

Terms and Conditions

1) In this contract: (a) "Charges" means any monthly tariffs, installation, activation, connection charges and/or surcharges/tax/GST applicable to the activated Services at the rates published by DUBAI SKY INTERNET (PVT) LTD (b)"Equipment means Customer Premises CPE, including router, Set Top Box ("STB"), ROUTER device, wire (including RUIIM Card, accessories) supplied to the customer by DUBAI SKY INTERNET (PVT) LTD

(c)"Service(s)" means all and/or any Service(s) categorically described overleaf as elected by the Customer subject to any modification and variation by DUBAI SKY INTERNET (PVT) LTD from time to time. (d)"Encryption Device" means any device used to protect and/or secure data transmissions.

2) Provision and Services by DUBAI SKY INTERNET (PVT) LTD: (A) DUBAI SKY INTERNET (PVT) LTD will establish and maintain the Connection and will endeavor to make the desired (Service(s) available to the Customer throughout the term of this contract, (B) All or any Service(s) will be provide in accordance with the applicable law and DUBAI SKY INTERNET (PVT) LTD Policy. (C) All equipment, except, paid, will remain the asset of DUBAI SKY INTERNET (PVT) LTD

3) Payments and charges:

(A) All the Payments and charges for the Service(s) under this Contract shall exclusively be determined by DUBAI SKY INTERNET (PVT) LTD from to time. The revised Tariff or Charges shall be notified to customer through email. The revised Charges will apply to the Customer from the data of notification. (B) The Customer shall unconditionally pay all applicable charges mentioned in the invoice within the specified time. (C) Failure to make Payment within due date would: (i) Result in immediate disconnection / suspension / termination of the service and Contract; (ii) Render the Customer to pay outstanding amounts due to DUBAI SKY INTERNET (PVT) LTD; and in case of disconnection an extra surcharge shall be payable by the Customer, on the amount outstanding at the rate of 2% per month above KIBOR, in addition to the Bank Rate per annum pro-rated weekly, and in the absence of KIBOR, other rate determined by DUBAI SKY INTERNET (PVT) LTD pro-rated weekly. (iii) Give DUBAI SKY INTERNET (PVT) LTD a right suspend / disconnect Service(s) to any or all other Connections held by the Customer; (D) Render the Customer to pay applicable reconnection charges, if a reconnection is requested, and before reconnecting, the Customer shall pay an advance against future payments, if required; (E) Customer shall pay Monthly Charges till the suspension or disconnection of the Service(s) becomes effective, whether such suspension/disconnection is required by the Customer (or by a person acting on behalf of the customer or by DUBAI SKY INTERNET (PVT) LTD in accordance with Clause 11 of this contract. (F) DUBAI SKY INTERNET (PVT) LTD reserves the right to determine an appropriate credit limit to the Customer for acceptable to DUBAI SKY INTERNET (PVT) LTD In the Event such credit limit is exceeded at any time, DUBAI SKY INTERNET (PVT) LTD is entitled to disconnect or suspend the Service(s) to the Customer and/or terminate the Contract.

4) Duration and Time: This contract shall commence on the date of approval by DUBAI SKY INTERNET (PVT) LTD after signing of this form along with these Terms & Conditions by the Conditions by the Customer and, the provisions of this Contract shall continue thereafter until terminated by either party hereto **5) Prohibition of Assignment:** Rights and obligations of the Customer under this contract shall not be assigned without prior written consent of DUBAI SKY INTERNET (PVT) LTD

6) Warranties: (A) in addition to terms contained in the warranty card, the Equipment purchased by the Customer from DUBAI SKY INTERNET (PVT) LTD, is free from defects in material and workmanship, and the Customer acknowledge that commencement of Service(s) shall be deemed to be a discharge of this warranty. (B) This warranty is specifically limited to defects in material and workmanship in the Equipment and does not apply where the Equipment is used in combination with equipment not supplied, manufactured or expressly approved by DUBAI SKY INTERNET (PVT) LTD It shall also not apply repair or replacement necessitated by catastrophe, misuse, abuse, fault or negligence, user modification, improper maintenance or operation, user alteration or damages due to spilling of food or liquids, and normal wear and tear, (C) DUBAI SKY INTERNET (PVT) LTD hereby disclaims all liabilities whatsoever in respect of and/or arising out of the Service(s) provided except for the warranty provided in paragraph (A) above. (D) Warranty for router & STB is applicable for one year from date of installation.

7) Liabilities:

Further acknowledge that notwithstanding any other provision, DUBAI SKY INTERNET (PVT) LTD shall NOT be held liable to Customer for any losses and / or damages sustained due to any reason whatsoever, OR for any indirect, incidental, special, consequential, and exemplary or punitive damages arising out of or in connection with this agreement. DUBAI SKY INTERNET (PVT) LTD shall not be regarded as being in breach of its obligations set forth in this Agreement and Customer shall have no claim against DUBAI SKY INTERNET (PVT) LTD in that respect. DUBAI SKY INTERNET (PVT) LTD's obligations are contingent upon the license issued for the provisioning of such services. Should such license be revoked or not renewed for any reason, DUBAI SKY INTERNET (PVT) LTD will not be liable to refund advance payment(s) and / or deposit(s) placed by the Customer.

8) Use of the Service via Customer Premises Equipment: (A) DUBAI SKY INTERNET (PVT) LTD reserves the right to issue any instructions regarding the use of the Service(s) / Service Level(s) as it may from time to time consider necessary to maintain the integrity, quality and safety of the Service(s) for all Customers and such instructions shall be deemed as an integral part of this contract. (B) The Customer is personally responsible for the use of all Services and System under this Contract and shall neither use nor permit any person to use the Service/System for: (i) Any activity which is abusive, offensive, indecent, obscene or menacing messages or communications, or misusing Equipment of Services for any activity which is improper/unlawful/immoral and prohibited under any of the applicable laws of Pakistan, (ii) The Customer will not be authorized to use the Customer equipment provided by DUBAI SKY INTERNET (PVT) LTD on any other operator's network.

9) Maintenance & Replacement of Router: In case of damage to router, not covered under the warrant, the customer will be charged for the cost of the damaged modem with an option to purchase new.

10) Maintenance / Replacement of STB ROUTER Device and charges for misuse: (i) For customers who have Purchased the STB/ROUTER Device on onetime payment. In case the STB/ROUTER device has been damaged due to reasons not covered under Warranty, the faulty STB/ROUTER device will be returned to the customer and the options for procuring a new one will be offered to the customer, (ii). For Customers who have purchased STB/ROUTER Device on installments: In case the STB/ROUTER device has been damage due to reasons not covered under Warranty the customer shall pay off the old lease charges, the STB/ROUTER device will be returned to the customer and the options for procuring a new one will be offered to the customer i.e. New purchase or new lease. In case of termination of ROUTER services on customer request or nonpayment or for any other reason, the terms and conditions regarding CPE will be as follows: (i) For customers who have Purchased STB/ROUTER Device on onetime payment: In the event the Customer decides to discontinue Router Service, DUBAI SKY INTERNET (PVT) LTD is not bound to purchase back the STB/ROUTER Device. The equipment will become the property of customer and will not be collected by DUBAI SKY INTERNET (PVT) LTD (ii) For Customers who have purchased STB/ROUTER Device on. In case of termination of service due to any reason, any futures hire purchase installments. Moreover, DUBAI SKY INTERNET (PVT) LTD will not refund any installments paid towards the hire purchase of the equipment and the return of the equipment shall not, under any circumstances, be deemed to be a settlement of any outstanding dues or bill owed by the Customer to DUBAI SKY INTERNET (PVT) LTD

(11) Suspension/Disconnection and Termination: (A) DUBAI SKY INTERNET (PVT) LTD reserves the right to suspend/terminate the Services with immediate effect in case of nonpayment of bill within due date. The Services shall be resumed on payment of all arrears/outstanding dues as per DUBAI SKY INTERNET (PVT) LTD Policy. (B) DUBAI SKY INTERNET (PVT) LTD may at any time and without notice suspend, disconnect and/or terminate any or all the service(s), and the Customer hereby waives all claims and rights in respect thereof including the right to contest such suspension, disconnection and/or termination. (C) This Contract shall automatically and without notice terminate, without prejudice to accrued right of DUBAI SKY INTERNET (PVT) LTD, in the event of the Customer becoming bankrupt or otherwise insolvent or death of the Customer; (D) upon termination of this Contract, the Customer shall forthwith pay DUBAI SKY INTERNET (PVT) LTD: (i) All amount due to DUBAI SKY INTERNET (PVT) LTD at the time of termination together with any late payment charges, surcharges or whatsoever, (ii) All costs including legal fees reasonably incurred by DUBAI SKY INTERNET (PVT) LTD in enforcing its rights under these contracts including the recovery of monies. (E) Notwithstanding the above DUBAI SKY INTERNET (PVT) LTD may terminate any or all Service(s) without any reason whatsoever.

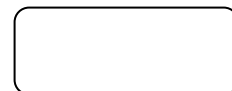
(12) Additional Terms:

- This Contract including the particulars overleaf constitutes the entire agreement between Dubai Sky Internet (Pvt) Ltd and the Customer(s).
- Any Connection or Service (s) may be monitored at any time by the relevant and legitimate agencies of the Government of Pakistan in the national interest.
- DUBAI SKY INTERNET (PVT) LTD in its exclusive discretion reserves the right to refuse, change or remove Customer ID's/Passwords/PINS which it deems inappropriate or offensive.
- For any change in particulars overleaf, the Customer undertakes to inform DUBAI SKY INTERNET (PVT) LTD immediately.
- 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 scheduled interruption is planned, reasonable notice will be given.
- The Customer will not infringe any copy right or intellectual property right to the information and resources available via the service by DUBAI SKY INTERNET (PVT) LTD

The Customer hereby undertakes to accept and comply with all the Terms & Conditions set forth herein.

Customer's signature: _____

Thumb Impression:



Billing Helpline No. 0454-711572