

## **Terms & Conditions for Grameenphone Internet Subscription ("GIS")**

### **General Provisions**

#### **Scope of Application:**

These terms and conditions apply to an agreement concerning the delivery of Grameenphone internet services to end customers of Grameenphone within Bangladesh.

Internet subscription provides the opportunity to connect to the Internet via Grameenphone networks, it also provides the opportunity to send/receive webmail, browse and download news, information, contents according to the subscribers choice.

Access to Internet services may be done through dedicated modems or internet enabled handsets supported by an Internet SIM or regular voice SIM with internet connection.

GP maintains and promotes a policy of fair and acceptable usage at all times, & it is the responsibility of the subscriber to ensure that any use of Grameenphone's internet services, does not in any way contradict the terms & conditions and or restrictions listed below.

The terms & conditions applicable for Grameenphone Internet Subscription are in addition to the existing terms & conditions listed at the back page of the BTRC approved Subscriber Acquisition Form (SAF).

#### **Parties:**

The parties to the agreement are Grameenphone and whoever has purchased a GP Internet Subscription (Prepaid or Postpaid) & registered as an Internet subscriber with Grameenphone.

#### **Internet Speed:**

Actual speeds experienced may vary depending on multiple factors like internet traffic, web page accessed, destination server, distance from tower and hardware/equipment used.

#### **Prices:**

Prices for the individual services and any charges are based on the price lists available at any time on the Grameenphone website [www.grameenphone.com](http://www.grameenphone.com). All prices are subject to VAT. Grameenphone reserves the right to make amendments to its price list, subject to clearance from the Bangladesh Telecom Regulatory Authority. Grameenphone shall notify the subscribers who are already using such service of the recent price change. Grameenphone reserves the right to pro-rate the monthly price or implement daily charging for different packages to protect against possible fraud activities.

#### **General Services Conditions:**

The Subscriber of Grameenphone Internet Services agrees to abide by the following general services conditions:

1. Unless otherwise specified, all Grameenphone data packages will have auto-renewal feature.
2. Unused package volume will not be carried forward during package auto-renewal period.
3. If the subscriber purchases a new data pack while having another active data pack, the terms and conditions of the new data pack (i.e. price, volume, validity and all other applicable terms & conditions) will be applicable and any unused volume of the previous data pack will be forfeited.

4. Micro data packages (priced below BDT 5) will have a maximum usage limit of 20 MB within the validity period and mini data packages (priced below BDT 100) will have a usage limit of 200 MB on top of the package volume within the validity period.

#### **Standard Conventions on Use:**

The Subscriber of Grameenphone Internet Services abides by the Grameenphone Fair Usage Policy and undertakes not to engage in:

5. Unlawful, fraudulent, criminal or otherwise illegal activities ;
6. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
7. Commercial purposes, unless otherwise agreed by Grameenphone.
8. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by GP or any other Internet user or person
9. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
10. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
11. Anything that may disrupt or interfere with GP's network or services or cause a host or the network to crash
12. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments
13. Circumventing the user authentication or security process of a host or network
14. Creating, transmitting, storing or publishing any virus, Trojan, corrupting program or corrupted data
15. Monitoring or recording the actions of any person entitled to be in the Subscriber's home or business premises without their knowledge or any person outside of the Subscriber's home or premises including, without limitation, any public highway or roadway or another person's home or business premises
16. Collecting, streaming, distributing or accessing any material that cannot be legally collected, streamed, distributed or accessed.

If there is any breach of the standard conventions of use by the subscriber Grameenphone in any manner will not be held responsible, furthermore, Grameenphone will not be responsible for any consequences, penalty, lawsuits, damage, corruption of software, hardware of the subscriber as a result of undertaking the above mentioned activities and/or visiting unauthorized sites, downloading illegal content, software etc.

#### **Security Provisions for subscriber and 3rd party:**

1. The Subscriber is responsible for ensuring that any member ID and/or password selected remain confidential so that the network cannot be used by any unauthorized person.
2. The Subscriber is responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.
3. The Subscriber must immediately contact GP, if he/she becomes aware of any violation or suspected violation of these Security provisions.

4. The Subscriber is responsible for all uses made of GP's Internet services through his/her account (whether authorized or unauthorized) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether he/she knew or should have known about it, whether or not carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.
5. The Subscriber agrees that GP is not responsible for any of his/her activities in using the Internet services. Although the Internet is designed to appeal to a broad audience, it's the subscriber's responsibility to determine whether any of the content accessed via GP's Internet service is appropriate for children or others within household or office to view or use.