

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 telecom and cable TV services ("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 the 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 is subscribed to NTL's services, Customer agrees 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) one-time installation charges, monthly installment for hardware and monthly service charges and applicable duties and taxes. NTL reserves the right to increase/decrease the charges, tariff and monthly packages by giving 15 days advance notice to the Customer. In case Customer has used the services and not billed due to any technical reason, Customer will be fully liable to pay for the service as and when billed by NTL.
4. **Change of Service Plan:** Customer may change to another service plan free of charge, if no actual work is needed by NTL at Customer's premises. The written change of service plan request from Customer should reach NTL on or before 25<sup>th</sup> day of a calendar month for the new plan to take effect from 1<sup>st</sup> day of the next month. No change of service plan requests will be entertained during the month.
5. **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. Depreciation policy will apply in case of return of used hardware. Refund of monthly charges will be calculated equal to the amount remaining against the time/traffic volume un-utilized by the Customer from the date of filing the claim with NTL. The minimum refund period will be 7 working days from the date of claim.
6. **Security Deposits:** NTL requires deposit as security payment equivalent to one-month recurring amount of service plan selected. The Security so deposited shall remain in the use of NTL and shall be refundable / adjustable against unpaid invoices on the completion of the service agreement on its termination, whichever is earlier.
7. **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. NTL also reserves the right to terminate services of the Customer without notice if customer abuses NTL staff in person, on phone or on email.
8. **Usage:** The Customer shall not use the Internet, telecom and cable TV service for any unlawful purposes and comply with all provisions of Pakistan Telecommunication (Re-organisation) Act, 1996, Pakistan Electronic Media Regulatory Authority Ordinance, 2002 and other applicable laws.
9. **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 unavailability due to technical faults. Service to any or all Customers may be temporarily interrupted or curtailed because of equipment failures and cable cuts, modification, upgrades, relocations, repairs and similar activities necessary for the proper operation of service.
10. **Customer Support:** NTL will provide telephonic customer support through its Technical Assistance Center (TAC). Onsite customer support in case of physical network 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, Customer will be charged for additional value added services as per prevailing rates.
11. **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 of Pakistan.
12. **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, attorney's fees and expenses incurred by NTL in enforcing the terms and conditions of this Agreement and in pursuing its claims.
13. **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.
14. **Claims:** Claims against 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 damage 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.
15. **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. Warranty of the NTL provided hardware is subject to terms and conditions mentioned on the Warranty Card.
16. **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.
17. **Indemnity:** NTL is not responsible for any injury or loss 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.
18. **Extra Cabling Charges:** NTL staff will perform limited inside wiring as per customer's selected package for connectivity to the CPE. Any extra cabling charges will be billed to the Customer as per actual.
19. **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 or misuse of customer's password be charged to the Customer's account, as it consumes NTL's bandwidth.
20. **Non Usage of Telephone line (POTS):**  
In case the customer's phone lines are not used for a period of 180 days, for either incoming or outgoing calls, NTL will de-activate their allocated numbers without notice and same numbers will be allocated to other users.
21. **ONT without UPS :**
  - i. Services might get disrupted, if ONT does not receive full power via home UPS as it is connected to other household electronics as well.
  - ii. Nayatel is not responsible, if ONT get faulty by using home UPS because of low battery, power surges or frequent power outages etc.
  - iii. If ONT is not performing in a right manner or creating any issues, customer has to buy Nayatel UPS to get the promised output.
22. **Miscellaneous:**
  - i. NTL at its exclusive discretion reserves the right to refuse, change or remove Customer IDs/ Password/PINs which it seems inappropriate.
  - ii. 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 a breach.
  - iii. 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.
  - iv. NTL disclaims all liability whatsoever, for any loss of data howsoever caused including without limitations of 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.
  - v. NTL can use Customer's contact information (email, phone, postal address, etc.) for sending its new products and services information to the customers.
  - vi. NTL has right to add, remove, modify, and change the positioning and layout of its broadcasted TV channels and video on demand content, without notice to the Customer.
  - vii. All requests regarding connection modification, value-added services or any other service are to be made via registered Email / Mobile number. Requests from unregistered email/mobile number will not be entertained.

## INSTALLMENT AGREEMENT

This Agreement is made at \_\_\_\_\_ on \_\_\_\_\_ between Nayatel (Pvt) Ltd., having its registered office at GD Arcade, Blue area, Islamabad (hereinafter referred to as 'NTL', which expression shall include its successors and assign), of the one part

and

\_\_\_\_\_

the customer

(hereinafter referred to as 'Customer', which expression shall include his successors in interest and assigns), of the other part. WHEREAS, the Customer has approached NTL for obtaining facility for purchase of hardware mentioned as S. No. \_\_\_ in Table 1 in the quantity, price and amount of monthly installments mentioned against each and NTL, at its discretion, has agreed to provide such facility to the customer, Security deposit cheque No. \_\_\_\_\_

**TABLE 1**

HARDWARE INSTALLMENT PLAN				
S.No.	Types of hardware	Cost (Including GST)	No of Installment	Monthly Installments
1.	Optical Network Terminal (ONT) ONT + WI-FI Router + UPS	19,000		
2.	Optical Network Terminal (ONT) ONT + WI-FI Router	13,000		
3.	Business class router	15,950		
4.	Home class router	5,950		
5.	ATA BOX 8 ports	30,000		
6.	JOY Box	11,000		
7.	Digital Box	5,000		

### INSTALLMENT PAYMENT FOR ONT WITH UPS 24/36 MONTHS

Up Front Payment for (24 Months Installment)	800/-
24 Installments (includes 24 months extended warranty on ONT and UPS (without battery))	800/-
Up Front Payment for (36 Months Installment)	1,000/-
36 Installments (includes 36 months extended warranty on ONT and UPS (without battery))	500/-
Total Receivable	19,000/-Rs

### INSTALLMENT PAYMENT FOR ONT WITHOUT UPS 15/24 MONTHS

Up Front Payment for (15 Months Installment)	1,000/-
15 Installments (includes 15 months extended warranty on ONT)	800/-
Up Front Payment for (24 Months Installment)	1,000/-
24 Installments (includes 24 months extended warranty on ONT)	500/-
Total Receivable	13,000/-Rs

**FOR AND ON BEHALF OF THE NAYATEL (PVT) LTD.**

**FOR AND ON BEHALF OF CUSTOMER**

\_\_\_\_\_  
Name:  
Designation:  
Witness

\_\_\_\_\_  
Name:  
NIC #:

1. \_\_\_\_\_

2. \_\_\_\_\_

# INSTALLATION AGREEMENT TERMS AND CONDITIONS

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

## 1. Payment Procedure

i. The customer will provide an un-dated cheque in favor of "Nayatel Private Limited" with this agreement for total amount of the hardware purchased. This cheque will be treated as a security for the customer against payment to NTL of monthly installments of the balance sale price and the other amounts and sums payable by the customer on payments of all installments and clearance of all pending dues. NTL reserves the right to present security cheque in case of default from customer's end.

ii. Customers will pay the first installment in cash or as a cheque with this agreement.

iii. NTL will include the amount of installment in monthly billing on the 1st of every month and the customer will ensure to make the payment of monthly installment along with the service charges as per his/her package before 10th of every month.

iv. Terms relating to 8 ports ATA (analog telephony adapter) sales will be as follows:

a. Customers will pay 50% of ATA's price at the time of signup.

b. If the customer's monthly phone billing (excluding GST) exceed Rs.8,000, there will be no ATA rental charges and ATA will become customer's property after 12 months, provided customer clears all pending dues of this period. No ATA rental will charged after 12 months

c. If the customer's bill (excluding GST) exceeds Rs.4,000 and is less than Rs.7,999, Rs.500 will charged as ATA rental. ATA will become the property of the customer after 12 months, provided customer clears all pending dues of this period. No ATA rental will charged after 12 months

d. If the customer's bill (excluding GST) is less than Rs.4,000, Rs.1,000 will charged as ATA rental. ATA will become the property of the customer after 12 months, provided customer clears all pending dues of this period. No ATA rental will charged after 12 months

## 2. Payment Default:

In case of dishonor cheque(s), NTL will charge Rs.500 as penalty and bank charges from the customer. In case of delay in payment, late payment surcharge @ Rs.2% per month of the delayed payment will charged to the customer. Customer will pay that same amount along with penalty amount to NTL within two days of written/telephonic notification from NTL otherwise NTL will have full right to block all services which customer is availing from NTL, retrieve the hardware from customer premises and proceed for legal action for recovery of dues.

## 3. Immediate Repayment or Re-possession of Hardware:

i. The failure on part of the customer to pay any installment on its due date or bankruptcy, winding-up, or threatened winding-up, or any materially prejudicial change in the status or credit standing of the customer (as determined by NTL in its sole discretion) will entitle NTL to demand immediate payment of the entire balance amount of the remaining balance sale price due and all other amounts payable by the customer hereunder notwithstanding anything to the contrary contained in the Agreement.

ii. If a demand for payment is made on the customer by NTL as stated above, the customer shall be liable to pay the said amount of such demand within three (3) days of written communication of the demand to the customer by NTL.

iii. If the customer fails to pay the balance sale price and other associated amounts demanded by NTL within three (3) days after receipt of written notification by the customer thereof, NTL shall be entitled to take or arrange to take possession of the said hardware, get the title of the same transferred in its name and to sell the same for recovery of the amounts due from the customer to NTL.

iv. The customer shall ensure that any employee or agent of the customer or any other person using or otherwise in control of the said hardware, shall not prevent or obstruct NTL or other concern engaged for this purpose by NTL from repossession of the said hardware, or any of them, so for this purpose.

v. The authorized representatives, servants, officers and agents of NTL, or any firm or other concerns engaged by it for this purpose, will have unrestricted right to take possession of the said hardware, or any of them and accordingly to enter into any premises of the customer to interact with any employees or agents of the customer or of, any other person in control of the said hardware and to repossess the said hardware and to sell the same, as may deem fit and appropriate by NTL to recover the sale price and other associated cost(s).

vi. Where repossession of the said asset(s) is effected as said above, the customer shall sign and where will be required by NTL

vii. All costs and expenses incurred by NTL in repossessing the said hardware, or any of them shall be for the account of the customer and shall be recovered from the sale proceeds of the said hardware, or any of them.

viii. IF the sale proceeds are insufficient to cover the total amount due from the customer including NTL's costs and expenses, the customer shall pay the shortfall amount to NTL within three (3) days after receipt of notification by the customer of NTL's demand notification.

ix. If the customer fails to clear the amount due to cover expenses incurred for the re-possession of hardware and its balance sale price, NTL will have full right to block all services which customer to recover this amount and cost of litigation in this regard.

## 4. Cancellation of Installment Facility

Notwithstanding anything contained herein above, it is agreed that NTL shall at all times be at the liberty and shall have the right to cancel the facility under this Agreement and as demanded by NTL within (3) days of such demand.

## 5. Refund(s)

Notwithstanding anything contained herein above, it is agreed that NTL shall at all times be at the liberty and shall have the right to cancel the facility under this Agreement and as demanded by NTL within (3) days of such demand.

i. The customer will be entitled to partial refund(s), in case of return, cancellation of installment facility or default in payment of the hardware as mentioned in this Agreement of the amount contributed by him towards the actual cost of the hardware after depreciation deduction/payback rate as per table on Page 4.

ii. Payback rate will be calculated after deduction of General Sales Tax (GST) paid against the hardware invoice. Refund will only be paid and/or adjusted if hardware is found to be in proper working condition to be determined at sole discretion of NTL at the time of refund.

## 6. Warranty

Unless otherwise specified within this Agreement, standard warranty duration and terms and conditions will apply to the hardware provided to the customer under this Agreement.