

BHARAT SANCHAR NIGAM LIMITED
CALCUTTA TELEPHONES
 APPLICATION FOR NEW / RENEWAL OF ACCOUNTS
 (BULK DIALUP INTERNET SERVICE)



Form No. DN / DU / Internet-bulk / 03

For Office Use Only	
Ref no.	
Date Received	
Signature	

Dear Sir,

I/We wish to subscribe for Dial up Internet services from BSNL, necessary particulars as given below :

1. Name

2. Address

PIN Code

3. Telephone Nos. from where internet is to be (1)

 Accessed (2)

4. Contact Telephone No. (1)

 (2)

5. Fax no. if any

 6. Mobile no if any

6. Contact E-mail id (alternate if any)

7. Connection request (Please tick):
P.S.T.N. Dial up
 No.of Package

New		Renewal	
100hrs	200hrs	500hrs	1000hrs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

or
ISDN Dial Up
 No. of Package

100hrs	500hrs	1000hrs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Speed of Access for ISDN

64 kbps	128 kbps
<input type="checkbox"/>	<input type="checkbox"/>

Mail Box Size (PSTN/ISDN)

(five to ten characters)
Dialup User ID

Email ID(Existing) (1)

 @sancharnet.in
 (2)

 @sancharnet.in

Alternate Use ID(For New cases)

8. Payment Details

DD No.	Bank Name	Branch	Date	Amount

I have gone through the Broad Terms and Conditions of the services at Annexure (DN/02/DU_internet/1) and agree to sign the agreement (Overleaf).

Date :- _____ Signature of the applicant _____

BHARAT SANCHAR NIGAM LIMITED
 CALCUTTA TELEPHONES
ACKNOWLEDGEMENT SLIP

Received Application Form for New/Renewal of Accounts for Bulk Dialup Internet Service from the subscriber with the detail given below:

1. Name

 2. No. of Package

100 Hrs	200 HRS	500HRS	1000 HRS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Payment Details

DD No.	Bank Name	Branch	Date	Amount

Date :- _____ Signature of Receiving Officer _____

ANNEXURE – I (DN/02/DU_internet/1)
Broad Terms and Conditions of BSNL Internet Services (Sancharnet)

1. BSNL shall update its Internet Service without prior intimation to its subscribers.
2. BSNL would try to provide a reliable services to its customers. But it would own no responsibility in case of interruptions in the network beyond its reasonable control.
3. BSNL will make its best endeavours to upgrade network capacity so as to provide desired speed of connections to the subscribers. However the subscriber understands and acknowledges that he/she be able to connect and operate at such speed as determined by network resources available at that time.
4. The subscriber of BSNL Internet Services is not allowed to resale the Internet Services.
5. The subscriber is required to use Telecom Engineering Centre (TEC), New Delhi approved Interface Equipment for accessing Sancharnet Services. In case it is necessary to pay Licence Fee to BSNL for connecting Modem/other Interface equipment etc. to PSTN, subscriber is required to complete the necessary formalities with the local BSNL office.
 6. **Value Added Telecom service providers shall get necessary permission/licence from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, NEW DELHI-110 001 [Tel: 3326255 / 3032855, - Fax: 3327656]**
7. The subscribers of BSNL Internet Services would not be allowed to use its Internet Services for inter-active Voice or Fax messaging.
8. The subscriber is required to desist from sending unsolicited messaging via BSNL Internet Services.
9. The subscriber is required to fully comply the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made there under and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
10. The subscriber shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not created, accessed, transmitted or retransmitted by him or any other person using his password.
11. BSNL may revise the tariff and email domain for its Internet Services from time to time at its discretion.
12. Subscriber assumes total responsibility and risk for use of the BSNL Internet Services. Neither BSNL nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and they shall not be accountable to any person whomsoever for any cost or damage arising either directly or indirectly from any such transaction. It is the responsibility of subscriber to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the Internet generally.
13. Subscriber understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people and accessing, downloading, creating, storing or transmission thereof in any form or manner may be illegal/ unlawful. Should subscriber desire or decide to access such materials he/she do so at their own risk. BSNL has no control over and accepts no responsibility whatsoever for such materials.
14. The subscriber shall desist from putting unsolicited messaging on server hosted by BSNL. The subscriber shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of India, are not made, created, downloaded, modified, transmitted or retransmitted by him/her or any other person on the web server or web space of the subscriber.
15. The Internet service is provided by BSNL on an "AS IS and AVAILABLE" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by BSNL, its affiliates or their respective employees shall create a warranty. Neither BSNL nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
16. Under no circumstances shall BSNL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from subscribers, use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
17. Payment of bills - The subscriber shall be responsible to make advance payment of BSNL Internet Services. BSNL shall be entitled to disconnect the service in case of non-receipt of advance payment without giving any notice to the subscriber.
18. Disclaimer: - While every effort is made by BSNL to provide highest quality services to its subscribers of BSNL Internet Services (Dial – up services, Leased line services and dedicated dial-up services) the subscriber acknowledges that the linking, quality and speed of data transmission of the subscriber with BSNL network is entirely dependent on the telephone lines connectivity as may be permitted by MTNL/BSNL systems. Accordingly, BSNL shall in no event be responsible to the subscriber in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the subscriber with BSNL network computer or the deficiency in data transmission between the subscriber and BSNL network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising therefrom.
19. Force Majeure - If at anytime, during the continuance of BSNL Internet Services Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the subscriber shall not have any claim for damages against BSNL in respect of such non-performance or delay in performance of BSNL Internet Services Services.

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BHARAT SANCHAR NIGAM LIMITED
CALCUTTA TELEPHONES

Sr. Sub Divisional Engineer (DN)
III rd floor Telephone Bhawan
34, BBD Bag (South)
Kolkata-700001.

Phone: - 2210-5693

20. Arbitration of Disputes -

That in case of any dispute or differences, breach & violation relating to the terms and conditions the said matter or dispute, difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. Subscriber will have No objection in any such appointment that arbitrator so appointed is an employee of the BSNL, same as above, the said Arbitrator shall act as under the Provision of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.

21. Acceptable user policy for Sancharnet's users:-

This acceptable user policy (AUP) specifies the actions permitted by Bharat Sanchar Nigam Limited (BSNL) to its users of Sancharnet Internet Services, including leased line, dial up and other services which may be introduced in future.. BSNL reserve right to modify the policy at any time. All subscribers of Sancharnet Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time.

a. Illegal use :-

Sancharnet network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, violates export control laws or anti national.

b. Subscriber conduct:-

Subscriber shall use Sancharnet services for lawful purposes only. Subscriber shall not post or transmit using Sancharnet services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or which, without the BSNL's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the BSNL's discretion restricts or inhibits any other Subscriber from using or enjoying Sancharnet services will not be permitted. Subscriber shall not use Sancharnet services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Sancharnet services .

Subscriber shall not upload, post or otherwise make available using Sancharnet services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

c. System and Network Security: - Violation of system or network security are prohibited, and may result in criminal and Civil Liability. The BSNL will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data.
- Harassing or threatening transmissions.
- Probing for means of gaining unauthorized access to computers or networks.
- Introducing or causing to be introduced any computer contaminant or computer viruses into system or network.
- Introducing or causing to introduce any pornography material, e-mail etc.

d. **Indemnification:** -Subscribers agrees to defend, indemnify and hold harmless the BSNL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Sancharnet Services by subscriber or any body else than the Subscriber, if any.

e. **EMAIL:** - It is a condition of use of Sancharnet services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous,

Defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, e-mail, mailing lists or other groups or lists is prohibited.

f. **Enforcement of AUP for BSNL subscribers :-** Indirect or attempted violations of the policy and actual or attempted violations by a third party on behalf of a Sancharnet subscriber or a subscriber's end user, shall be considered violation of the policy by such customer or end user. Any user found violating the above AUP is liable for action under the prevailing laws including termination of services.

22. BSNL shall have the absolute right to immediately terminate, any time, Subscriber contract in the event of any conduct by Subscriber which the BSNL, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of the terms and conditions.

DECLARATION

I/WE have carefully read all the above terms and conditions of the agreement and technical specifications of BSNL Internet Services and agree to abide the same.

Place :

Signature of the Applicant

Customer information (to be retained by the Applicant)

- 1 PSTN Dialup Access Charges:
2 ISDN Dialup Access (Charges per 64 kbps):

S.No.	Brand Name	Denomination Hrs	Validity	Charges	Mail Box Size
1.	Corporate	1000	2 yr	4500	4 MB
2.	Gold Pass	500	2 yr	2300	4 MB
3.	Silver Pass	200	2 yr	1000	4 MB
4.	Executive	100	2 yr	500	4 MB
5.	Gold-Pass-Mail	500	1 yr	2500	10 MB
6.	Corporate-Mail	1000	1 yr	5000	10 MB

S.No.	Brand Name	Denomination Hrs	Validity	Charges	Mail Box Size
1.	Corporate	1000	2 yr	8000	4 MB
2.	Professional	500	2 yr	4500	4 MB
3.	Personal	100	2 yr	1000	4 MB
4.	Corporate	1000	1 yr	9000	10 MB
5.	Professional	500	1 yr	5000	10 MB

NOTE :

- i. Application form free of charge, No Registration fee
- ii. E-mail ID per user is one except for Corporate which is 2
- iii. Simultaneous logins per user ID shall be 2
- iv. E-mail space for e-mail ID shall be 4 Mb
- v. For 128 kbps ISDN , Charge will be double of 64 Kbps.
- vi. Service Tax @ 12.36 % will be charged extra on the above rates.

Other information

a. Internet Access Code for

- PSTN Dial-up access is **172233**
- ISDN Dial-up access is **172225**

b. PSTN / ISDN Dial-up charges

- From 10.30 pm to 07.30 am will be @ 900 seconds per unit (Reduced Rate)
- Beyond this period charging will be @ 450 seconds per unit (Reduced Rate)
- Free access from 1100 PM to 0800 AM on week days & for full day on Sunday & national holidays.

c. All India roaming facility is available with this service.

d. Payment will be accepted in form of DD only and the DD should be drawn in favour of AO(BSNL), Calcutta Telephones.

e. Duly filled up Application form along with the DD should be submitted to Sr Sub Divisional Engineer (DN), 3rd floor, Telephone Bhawan. Kolkata-700001.

f. For any technical assistance dial 1957 or mail to kolkata@sancharnet.in