

# Terms & Conditions for Go Broadband Data Subscription

## General provisions

### Scope of application:

These terms and conditions apply to an agreement concerning the delivery of Go Broadband data services to end customers of Go Broadband within Bangladesh.

Data subscription provides the opportunity to connect to the data via Go Broadband networks, it also provides the opportunity to send/receive webmail, browse and download news, information, contents according to the subscriber's choice.

Access to data services may be done through dedicated shuttle or USB dongle.

Go Broadband 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 Go Broadband's data services, does not in any way contradict the terms & conditions and or restrictions listed below.

The terms & conditions applicable for Go Broadband data 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 Go Broadband and whoever has purchased a Go Broadband Subscription Postpaid) & registered as a subscriber with Go Broadband.

### Data 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 Go Broadband website <http://www.gobroadband.com.bd/>. All prices are subject to VAT.

Go Broadband reserves the right to make amendments to its price list, subject to clearance from the Bangladesh Telecom Regulatory Authority.

Go Broadband shall notify the subscribers who are already using such service of the recent price change. Go Broadband reserves the right to pro-rate the monthly price or implement daily charging for different packages to protect against possible fraud activities.

### **Standard conventions on use:**

The Subscriber of Go Broadband Data Services abides by the Go Broadband Fair Usage Policy and undertakes not to engage in:

1. Unlawful, fraudulent, criminal or otherwise illegal activities;
2. 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;
3. Commercial purposes, unless otherwise agreed by Go Broadband;
4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) 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;
5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately license 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;
7. Anything that may disrupt or interfere with Go Broadband's network or services or cause a host or the network to crash;
8. Circumventing the user authentication or security process of a host or network;
9. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data;

10. 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;
11. 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, Go Broadband, in any manner will not be held responsible. Furthermore, Go Broadband 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 internet services 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 their internet service.
3. The Subscriber must immediately contact Go Broadband customer touch-point to bar/suspend their respective internet service, if he/she loses the modem/handset through which they access the internet or becomes aware of any violation or suspected violation of above mentioned Security provisions.
4. The Subscriber is responsible for any Go Broadband Internet services through his/her account, for all uses irrespectively
  - o Whether authorized or unauthorized.
  - o For any breach of this Policy whether an unacceptable use occurs or is attempted
  - o Whether he/she knew or should have known about it.
  - o Whether or not carried out or attempted the unacceptable use alone
  - o Contributed to or acted with others or allowed any unacceptable use to occur by omission
5. The Subscriber is responsible for all uses made of Go Broadband's Data 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.

6. The Subscriber agrees that Go Broadband is not responsible for any of his/her activities in using the Data services. Although the Internet is designed to appeal to a broad audience, it is the subscriber's responsibility to determine whether any of the content accessed via Go Broadband's Data service is appropriate for children/minor or others within household or office to view or use.