

Terms & Conditions of Link3 Services

This agreement is between you the Subscriber, hereinafter referred to as the Subscriber, and Link3 Technologies Limited hereinafter referred to as the Link3, (individually referred to as "Party and collectively Parties). The Subscriber intends to receive Link3 services and by registering for the services Subscriber agrees to the following terms and conditions:

This agreement applies from when Link3 accept your request for service. Please read the terms carefully before service activation by Link3. By acceptance/signing of this agreement you acknowledge that you have read and understood, and agree to accept and be bound by the terms and conditions of this agreement.

1. Subscriber has to provide necessary documents and valid information to establish Subscriber's identification, legal status and business capacity. Link3 shall have the right to examine and verify the same.
2. Link3 has the exclusive right, title and ownership of the connection and all equipment provided by Link3, including but not limited to Optical Network Unit (ONU), ONU Power Supply Adapter, TJ Box, UTP & Fiber Patch cord, Fiber Cables, etc. The Subscriber shall maintain such equipment, accessories and connection with proper maintenance and care.
3. A Security Deposit will be collected from the Subscriber against the ONU and Power Supply Adapter provided for the Subscriber's connection. The Security Deposit is refundable if and when Subscriber returns the ONU and Power Supply Adapter in good working condition. On Link3's receipt of ONU and Power Supply Adapter in good working condition, the refund process will take 10 working days.
4. In case the Subscriber fails to return the ONU and/or Power Supply Adapter in good working condition, the Subscriber will forfeit the Security Deposit or part thereof.
5. Link3 shall have the right to temporarily disconnect, suspend or terminate the services for giving any false information by the Subscriber in any document or otherwise including in the subscription form. If there is any change in the information on given earlier, Subscriber shall immediately notify Link3 of such change, failure of which shall entitle Link3 to immediately suspend or terminate the services at its sole discretion.
6. Subscriber shall pay the agreed charges to Link3 in its prescribed bill format strictly within the due date. Link3 shall have the right to disconnect, suspend or terminate the services to the Subscriber if the bill is not paid in full within the due date mentioned on the bill. This right however shall not be deemed to have been waived, if Link3 decides not to suspend or terminate the services despite the bill remains unpaid.
7. Link3 shall have the right to terminate or suspend the services to the Subscriber if the total charges ('billed', 'unbilled usage' or 'billed' along with 'unbilled usage') accumulated at any time exceeded the Subscriber's security deposit or the credit limit, whichever is applicable. This right, however, shall not be deemed to have been waived if Link3 decides not to suspend or terminate under such condition.
8. Subscriber shall be entitled to reconnect his/her connection by making payment of his/her outstanding bills in full if the connection of the Subscriber has been suspended, temporarily or permanently disconnected due to payment default. If the connection has been permanently disconnected by Link3 for such circumstances, along with the full payment of the outstanding bill, the Subscriber shall also be liable to pay reconnection fee as applicable.
9. Both parties undertake that any information received by one party marked as confidential shall be kept as confidential by the other party and shall not disclose any part thereof without the prior written consent of the other party. Such information can only be revealed if it is found that it was already in the public domain or it was already available to the receiving party without violating this agreement or

it is required by law or in confidence to its employees, legal counsel, accountants or other similarly situated advisors, in each case, only where such persons or entities have a legitimate need to know such confidential information and are under appropriate nondisclosure obligations not less stricter than the obligations covered hereunder.

10. Link3 shall use its reasonable endeavors to provide the services to the Subscriber within agreed timeline. However, in case of any delayed support Link3 will notify the Subscriber as soon as it is reasonably practical.
11. Link3 will provide the Service to the Subscriber in accordance with the terms of this Agreement and with reasonable skill and care. It is technically impracticable to provide the Service or the Internet services free of faults and Link3 does not undertake to do so.
12. Service Limitations and Exclusion of Liability: Link3 shall endeavor to provide the best possible service to its Subscribers; However, the quality, reliability and the availability of services is contingent upon the various factors as well as the functionality of equipment at the Subscriber end, and therefore, in case of failure to achieve desired quality, reliability and availability of services due to any of the below factors, Link3 shall not be held liable.
 - a) Disruption or discontinuation of services due to any disturbance, congestion or severance in other network(s) or reasons beyond Link3 control.
 - b) Subscriber equipment or the maintenance of accessories, attachment, power system or other devices;
 - c) Service connected with the relocation of the equipment;
 - d) Service on the equipment located in an unsafe or hazardous environment as determined by Link3;
 - e) Service necessitated by element external to the equipment including but not limited to humidity, temperature, power etc.;
 - f) Service resulting from accident, neglect alteration, improper user or misuse of the equipment or necessitated by repair attempted by non-Link3 personnel;
 - g) Any situation occasioned by any circumstance beyond Link3 reasonable control, such as but not limited to, force majeure, natural disaster, cable cutting, any nonworking situation (for example rain or fog heavy enough to interrupt the link, flood etc.);
 - h) If the service is interrupted, damaged, out-of-order, disconnected or terminated, or if restoration of such service is delayed due to O&M (Operations and Maintenance) provisions of the Submarine Cable Consortium or NTTN operator of the local and foreign land, Link3 will not be liable for any loss, damage or trouble whatsoever caused to the Subscriber.
13. Link3 may temporarily suspend the services in whole or in parts for repair, maintenance, upgrading or circumstances beyond Link3's control; however, Link3 will notify the Subscriber as soon as it is reasonably practical.
14. Link3 shall have the right to suspend or terminate the connection immediately without providing any notice in case the Subscriber uses the device/terminal/IP on any resources provided by Link3 beyond the allocated number of connections or bandwidth capacity.
15. Link3 shall have the exclusive right to change/increase/reduce the tariff charges, validity periods, package plans and any other agreed terms etc. at any time subject to official notification of such changes, no notification will be required if such changes take place due to any regulatory or Government imposition.
16. Link3 may keep the Subscriber updated about any new information about the Link3 services, if needed. Link3 reserves the right to communicate any of its offers and services related communication and/or message to the Subscriber at any time and in any manner to keep the Subscriber updated from time

to time. Link3 reserves the right to use the name of the Subscriber in its materials for promotional or business purposes.

17. The Subscriber shall strictly comply with the applicable Laws, Rules or Regulations enacted from time to time by the BTRC or the Government and shall not use/communicate using the service established under this agreement for any purpose or business which is illegal, unlawful, fraudulent, immoral, inappropriate, offensive, abusive, obscene, threatening in nature, contrary to the national security, endanger with social or economic interest or damage the Link3 reputation to other Subscribers or in any other way not approved or permitted by the relevant authorities of the Government. Any violation thereof, if detected, may cause the agreement/services to be terminated immediately at the sole discretion of Link3 and take appropriate legal measures. At all-time Subscriber shall be solely responsible for any outcome whatsoever arising for breach of the forgoing and Link3 shall bear no responsibility. Subscriber shall indemnify, Link3 of expenses if it suffers any losses, damages or has to pay any penalty due to any unlawful usages of the Subscriber.
18. Notwithstanding anything contained in this agreement, any other information through Link3 brochure, notification, published and/or broadcasted by Link3 regarding its services, service price, billing policy, credit policy etc. shall become an integral part of the terms and conditions of this agreement and both Link3 and its Subscriber shall be under obligation of the same.
19. Use of Link3 Services is subject to its most current applicable usage policies.
20. If the Subscriber wishes to relocate or shifting the Service, the Subscriber shall bear all costs and expenses related to the relocation or shifting and upon receiving request and payments for such relocation or shifting Link3 shall use its reasonable endeavors to provide the services within the agreed time line. However, in case of any delayed support Link3 will notify the Subscriber as soon as it is reasonably practical.
21. Unless provided by Link3, it is not responsible for any hardware/software including those which are available on the Internet.
22. Link3 has no control over the accuracy or appropriateness of any information on the Internet and the Subscriber shall be solely responsible for Internet usage.
23. Subscriber shall arrange and provide proper security of equipment's supplied and installed by the Link3 and undertakes to safeguard the equipment's provided by Link3 from potential damage (i.e. misuse, negligence, fire, lightning, natural disaster, theft, sabotage, come in contact with water, drop from height), Link3 shall have the right to ask for damages from the Subscriber for any harm cause to any equipment, software, or Link3 set-up deliberately, negligently or by careless handling.
24. Subscriber shall install proper electric connection and arrange, secure and maintain all 'electrical and supporting equipment', (power, grounding, UPS, stabilizer etc.) in his/her premises and in his/her own accord to ensure smooth and stable electricity and to maintain optimum temperature and humidity, required for Internet/data communication equipment. Subscriber shall not relocate or move any equipment installed by Link3 without the permission of Link3.
25. Link3 shall not be liable for any health hazard or problems otherwise caused by the use or abuse of the services and the equipment.
26. Subscriber shall solely be responsible for his/her own and his/her Subscriber's illegal data or voice transfer or traffic or bulk e-mail (spamming) or any other illegal operation. The sending of bulk e-mail (spamming) is strictly forbidden and the Subscriber's account will be immediately terminated. Subscriber shall indemnify Link3 if it suffers any losses, damages or has to pay any penalty due to any unlawful usages of the Subscriber.

27. Without Subscribers e-mail request/consent for any upgrade/downgrade of the bandwidth or any other changes will not be executed. On receiving the Subscriber's request/consent it will take 1 (one) billing cycle to take into effect the decreasing/increasing bandwidth, temporary/permanent disconnection, etc.
28. The Subscriber will need to pay a separate charge for the upgrade/downgrade of the bandwidth/package (migration) if applicable.
29. The Subscriber, upon finding any disruption or problem, shall communicate with the 'Customer Care/Help Desk' of Link3. Upon receiving any complaint, and assessing the issue, Link3 will take necessary actions to solve the issue within a reasonable period of time. However, in case of any delayed support Link3 will notify the Subscriber as soon as it is reasonably practical.
30. Responsibilities of Link3 are explicitly stated in this agreement as above and Link3 takes no other responsibilities besides those set in this agreement.
31. Link3 shall not be liable for any reason or any representation, implied warranty or condition or other term of law or under the terms of this agreement to the Subscriber or any third party for any damages arising from use of the service, including without limitation: punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of service, lost profits, loss of business, loss of data, loss due to unauthorized access or due to viruses or other harmful components, the inability to use the service, the content of any data transmission, communication or message transmitted to or received by Subscriber device, the interception or loss of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transactions entered into through the service. Notwithstanding anything to the contrary contained herein, Link3 shall not be liable in any case even if Link3 has been advised of the possibility of such damages or otherwise and whether occasioned by the negligence of Link3 or its employees or agents or otherwise relating to the sale of the products and/or provision of services to the Subscriber.
32. All speeds mentioned in the relevant packages are provided on maximum network speed and best efforts basis. Link3 does not warrant that the Service is fault free or fit for any particular purpose, or that the service is fully secure. The Subscriber assumes all responsibility and risk for use of the Service.
33. The Subscriber shall indemnify and hold the Link3, its directors, officers, employees and agents harmless from and against any and all damages, liabilities, losses, costs and expenses, including reasonable attorney's fees arising out of or related to Subscriber's use of the services, network and/or Subscriber's breach of the terms and conditions of this agreement.
34. The Subscriber is solely responsible for protect his/her username and password or other service related information.
35. This Agreement shall be deemed to be made and entered into pursuant to the laws of Bangladesh and for all purposes this Agreement shall be construed and interpreted in accordance with and be governed by the law of Bangladesh.
36. If any provision or condition of the agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the agreement and the applicable governmental rule, regulation, order, or law shall prevail.
37. The provisions herein constitute the entire agreement between the parties and supersedes all prior agreements, oral or written, and all other communications between the parties, including any and all Agreements.
38. Link3 reserves the right to amend/change these above terms and conditions at any time without giving any notice to the Subscriber. It is the Subscriber responsibility to ensure that they comply with the

updated terms and conditions time to time. Updated terms and conditions will be accessible from our website.

"I have read and understood the terms and conditions of the Link3 service and voluntarily accept them as binding on me and hereby sign/accept this agreement".

This is a computer generated Agreement and does not need any signature.