Brain Telecommunication Ltd.

Head Office: 730 Nizam Block, Allama Iqbal Town, Lahore-54570, Pakistan
UAN: 042 111 222 777, **Email:** fiber@brain.net.pk **URL:** www.brain.net.pk

Brain
Telecommunication Ltd.

REGISTRATION FORM

Please complete this form, attach a copy of your NIC and drop it at Brain Telecommunication Ltd. Outlets / Authorized Dealers.

Date: D D - M M - Y Y Y Y (2 0 _ _)

PERSONAL INFORMATION :

Full Name :

CNIC / Passport # : - - Brain User : Yes ☐ No ☐

Company Name :

Designation : City :

Home Address :

:

:

Telephone (Res) : - Mobile: -

Email ID :

Please tick on your required services:

Internet ☐ Digital Telephone ☐ Digital HD-TV ☐

CCTV Surveillance Cameras ☐

FOR INTERNET SERVICES:

Residential Internet Packages:

Basic Unlimited (8 Mbps) ☐ **Silver** Unlimited (15 Mbps) ☐ **Gold** Unlimited (25 Mbps) ☐

Platinum Unlimited (35 Mbps) ☐ **Diamond** Unlimited (55 Mbps) ☐ **Super** Unlimited (110 Mbps) ☐

I _____ hereby agree to use BrainNET Fiber services. Subject to the terms, I do hereby declare that the information furnished above is true to best of my knowledge and believe that nothing has been concealed, Thereof; I agree to the Terms & Conditions of BrainNET Fiber services. Brain Telecommunication Ltd. has the right to disconnect my BrainNET Fiber services immediately without any prior notice.

_____
Customer Signature

FOR BRAINTEL TELEPHONE SERVICES:

Required Connection Type: PTCL Local Calls ☐ BrainTEL User Calls ☐ Mobile Calls ☐ Nationwide Calls ☐

I _____ have applied for services of Brain Telecommunication Ltd. Subject to the terms, I do hereby declare that the information furnished above is true to best of my knowledge and believe that nothing has been concealed, Thereof; I will use this BrainTEL service only in Lahore Telecom Region (S/N) covering code (042) only. Brain Telecommunication Ltd. has the right to disconnect my telephone services immediately without any prior notice.

_____
Customer Signature

PAYMENT MODE :

Cash Rs. : _____ Cheque: _____ VISA ☐ MasterCard ☐

Credit Card Owner Name: _____

Credit Card #: - - - Expiry Date: M M - Y Y

Recharge my BrainNET Fiber services on Monthly basis : ☐

I refer to the direct debit facility introduced by Brain Telecommunication Ltd. in association with any bank for payment of my Internet Bills through direct debit it's my credit card & hereby consent and agree to participate in the said facility. I hereby authorize Brain Telecommunication Ltd. To debit all amounts payable by me to data of the bill directly to my credit card and to receive the payments through such direct debit in satisfactory of the amount billed to my subscribed account. I conform that the authorized Credit limits for my credit card exceed the credit limit allowed by brain for my subscription account. I hereby conform that the arrangement stipulated in this letter and the Direct Debit agreement annexed herewith shall remain in force until such time it is received by me by written notice of one Month duration. The revocation of this agreement shall become effective one month after the date of notice & any debit to my credit card during one month notice period shall be binding on me. Brain is hereby further in evocable authorized and empowered by me to debit the credit card with any amount that may be payable by me to Brain during / after a month in case my credit limit has been hot to avoid blocking of service. Without any reference to or a requirement of any further authority from me. I hereby further accept that in case any debit instructions by Brain / Any Bank are declined by my credit card issuing bank, due to any reason whatsoever, I shall forthwith make payment of my dues to Brain through alternate means. Any dispute between me and my credit card issuing bank shall not be a ground for me to delay or refuse payment of my dues to Brain Ltd. I further confirm , accept and acknowledged that any dispute b/w me and brain in respect of bills generated by Brain shall be adjusted on prospective basis in further bills and I shall not be entitled to any cash refunds for any amount billed and debited to my credit card.

I Agree to the Terms & Conditions Mentioned: Yes ☐ No ☐

Credit Card Owner Signature _____

FOR OFFICE USE ONLY :

Customer Name: SAGE Code :

Registeration Date: D D - M M - Y Y Y Y

Expected Deployment Date : D D - M M - Y Y Y Y

dB2 Username :

Billing Type :

Issued BrainTEL Number :

Connection Type :

Sale Person Code :

Payment Receipt # :

Activation Date : D D - M M - Y Y Y Y

Total Amount Received: _____ Cash Received By: _____

Checked By | Activated By | Accounts Department

* Brain Copy

TERMS AND CONDITIONS
For Subscribing With Brain Telecom Services

1. Acknowledgements

Brain Limited ("the COMPANY") with great potential, utmost dedication and highest spirit to avail the opportunity to serve its respectable customers (the USER) in the field of information and technology is now introducing telecommunication services in the shape of **BRAIN TELECOME SERVICES** ("the SERVICE") described in detail at: www.braintel.net.pk (the WEBSITE) at lowest possible charges in order to meet the requirements of all the sections and to facilitate them in their personal and commercial communications in this globalize era, subject to the Terms and Conditions described herein below as the same are indispensable for all of us in order to set the things in fitness.

1.1 Nature and Scope of the Service,

These services are telephony in nature and are being provided to you through land line based advance technology in order to make you ease for making communication with others under due permission of the Pakistan Telecommunication Authority. You may communicate with any one across the world at affordable rates without any interruption. Beside this basic service we have also arranged three other following services: -

i). Operator assistance service

YOU may seek any technical support / help limited to the SERVICE and the Equipments provided hereunder. You may call at 210-8888 and the same shall be available for 24 hours a day.

ii). Directory enquiry Service

The COMPANY shall provide you assistance in tracing out numbers of any of the person having connection of this SERVICE. YOU may call at 210-8888 to find out number(s) of your wanted persons.

iii). Emergency services

The COMPANY shall provide its USERS a basic Public Telephone Access Service for locating emergency numbers i.e., local police, fire brigade and ambulance assistance.

2. Agreement between YOU and the COMPANY / Acceptance of Terms

These Terms and Condition to use the SERVICE constitute an AGREEMENT between YOU and the COMPANY. YOU must accept all of the Terms and Conditions contained in this AGREEMENT in order to access and use the SERVICE. YOU cannot access or use the SERVICE, if you do not accept these Terms & Conditions in their entirety.

3. Eligibility to Sign the Agreement

YOU warrant that you are at least 18 years of age having computerized Identity Card and possess the legal authority to enter into this AGREEMENT and to use the SERVICE including any other services offered by the COMPANY, in accordance with the Terms and Conditions herein. YOU agree to be financially responsible for all of your use of the SERVICE. YOU further agree to supervise and be responsible for all usage of minors (living with you) or your employees regarding the use of this SERVICE under your name or account. YOU also warrant that all information supplied by YOU or members of your household in using the SERVICE, including but without limitation your name, e-mail address, home address, telephone number, credit card number, are true and correct. More so, failure to provide accurate information may subject YOU to consequential consequences in accordance with law.

4. Modification of Terms and Conditions

The COMPANY at its own sole discretion may make any change, modification, amendment, alteration, update, addition or deletion of any term and condition regarding the SERVICE from time to time to reflect changes in the SERVICE, or in order to meet the requirements of amendments of laws, rules, regulations, notifications affecting the SERVICE, or for any other good reason, however, after giving reasonable notice to the customer(s), the COMPANY may change the terms and conditions, and YOU shall be responsible for reviewing these Terms and Conditions regularly. More so, your continued use of the SERVICE after any such change, amendment etc., shall constitute your free and express consent to such change. Unless explicitly stated otherwise, any such change the SERVICE shall be subject to these Terms and Conditions, as modified from time to time and will be notified to the customer(s).

5. General

The COMPANY reserves the right to change, modify, suspend or terminate the SERVICE, temporarily or permanently, in accordance with the terms & conditions contained in this agreement. The COMPANY shall not be liable to the USER or any third party in the event of exercise of her right to change, modify suspend or terminate the SERVICE, but the services cannot be disconnected without prior notice, if the fault is not on the part of customer.

- **Minimum Contract period shall be one year subject to renewal by both parties.**

6. Reassignment/Subletting/Transfer

The AGREEMENT at hand can only be executed by YOU in your personal capacity or on behalf of your firm, company, corporation or any other entity statutory or non-statutory along with the power of attorney duly executed by an authorized person on behalf of that firm, company etc. The rights, duties, obligations, liabilities and benefits thereof shall not be reassigned, transferred or subcontracted to any other person, firm, company or entity without prior permission of the Chief Executive in written. Transfer of the SERVICE to any other person is strictly prohibited without written permission of the COMPANY. YOU may file an application before an authorized person appointed in this behalf by the COMPANY, if YOU desire so, and it may be allowed subject to completion of other procedural formalities including deposit of transfer fee and final approval of the aforesaid Chief Executive.

7. Commencement of this Agreement

After submission of this AGREEMENT with any authorized person, employee, agent appointed in this behalf by the COMPANY and completion of other requirements/ formalities hereto, and having been finally approved by the Chief Executive of the COMPANY, the same shall be deemed to have commenced between YOU and the COMPANY.

8. Availing the SERVICE / Connection

Availing the SERVICE is subject to all terms and conditions of this Agreement. The COMPANY shall connect and maintain the Connection of its USER and will make an effort for continuous availability of the SERVICE to YOU throughout the term of this AGREEMENT.

9. Incidental Suspension/Disconnection of the SERVICE

YOU are in complete agreement that the SERVICE, by its technical nature may from time to time be adversely affected by physical features, atmospheric conditions and other causes of interference and may fail or require maintenance without any prior notice. In this case no claim of whatsoever nature shall be entertained by the COMPANY.

10. Fees / Charges / Rates

The COMPANY has introduced a variety of fees / charges / rates in the form of Package(s) under a great zeal to facilitate YOU according to your own requirements and feasibility. However the COMPANY reserves the right to change, revise, reverse or amend the fee / charges / rates at any time but, in case of increase 30 days notice shall be given to the customer(s). If any such revision or amendment is introduced by the COMPANY, the same shall be applicable, the moment of its publication, announcement or appearance at the WEBSITE.

- Deposits and alternative methods for providing security for payments where reasonably required e.g. where the current bill is unusually high i.e. Public Call Office, Call Centers etc. The Cash Deposits amount will be calculated on Three month anticipated charges or alternatively against the following securities:-
- **Personal Guarantee**
- **Bank Guarantee**
- **Pre approval credit Card**
- **Cash Deposits**
- **Pricing Method**

The call shall be billed on per minute multiply by relevant rate as contained in Companys' Tariff.

- **Excessive Billing / Refund Claims**

We are in use of highly advance and reliable software for our billing section, even though if you find any error / mistake in your billing, you may file an application before an authorized person in this behalf or send an email to accounts@brain.net.pk, In case your claim is found correct by the said person, the same shall be adjusted in the following manner : -

- Refund will be given from Security Deposits after adjusting payable charges at the time of terminations of services by company.
- Excessive Billing will be adjustable/ payable to customers.
- Rebate will be allowed for down time caused by the company's infrastructure failure subject to clause 10 of this agreement.

Other Expenses / Charges

YOU shall bear all other expenses/charges for procuring any software, hardware, or internet / broadband connection in order to enable YOU to have an access to use the SERVICE.

Connection Charges

YOU shall pay connection charges for securing an access to the SERVICE described at the WEBSITE and also available at head office of the COMPANY and at all branches and with agents too. However these charges do vary both for Commercial and Non-Commercial USERS.

Monthly Access Charges

YOU shall pay monthly access charges for securing an access to the SERVICE described at the WEBSITE and also available at head office of the COMPANY and at all branches and with agents too. However they vary both for Commercial and Non-Commercial USERS.

These amounts are payable by YOU to the COMPANY on monthly basis in advance for continuing access to the SERVICE.

NOTE! Aforesaid charges shall continue to be payable by YOU to the COMPANY during any period of incidental suspension or disconnection of the SERVICE or requested by YOU or by a person appearing before the COMPANY to act upon your behalf, or enforced by the COMPANY in events such as non-payment of its invoices, or misuse of the SERVICE in accordance with contents of heading No. 19. However, if service remains discontinued to remain suspended, disrupted or disconnected and could not be restored with in two days (when fault is not on the part of the company), the user shall be granted credits accordingly.

11. Taxes / Duties / Tariffs

Billing charges/invoices shall include all kinds of taxes, duties, tariffs, sales tax, and any other levies payable by YOU in accordance with the applicable laws, rules, regulations, enactments and notifications and same shall be received along with access charges against receipts.

YOU shall also be responsible for, and shall pay, if any, sales tax, with holding, excise, value-added, personal property, public utility whether central, provincial, municipal or local, or any other taxes, fees or charges payable under the existing law or enacted in the future, that may arise from or as a result of your subscription or use or payment for the SERVICE. Such amounts shall be charged in addition to all other charges payable to the COMPANY for securing an access and use of the SERVICE.

12. Modes of Payment

The payment of the SERVICE whether new or recurring is postpaid and prepaid. Keeping in view your convenience and feasibility, the COMPAY has arranged a number of modes of payment and billing can be done in the following ways/modes:-

I. By Cash

(a). at head office of the COMPANY,
(b). at all authorized branches,
(c). with all authorized dealers and agents.

Against its duly signed and sealed receipt.

II. By Cross-Cheque

(a). at head office of the COMPANY in case of personal delivery,
(b). through TCS service at the head office of the COMPANY.

NOTE! It is specifically prohibited to make payments by a self-cheque to the COMPANY or any other person on its behalf.

III. By Credit Card

Following Credit Cards are acceptable to the COMPANY to make the payments: -

a. Visa Card,
b. MasterCard,
c. Discover Card,
d. American Express Card,

To avail this opportunity, YOU shall be bound to provide a valid Credit Card Number to the COMPANY at its head office only. The COMPANY reserves the right to stop or annul this facility against YOU. If YOU substitute your card with a new one or your card expires or YOU close your account or your billing address changes or the card is cancelled or replaced or lost / theft, you must inform the COMPANY forthwith. Monthly service fees are also charged in advance to your credit card but not to monthly recurring charges.

13. Invalid Credit Card Number / Dishonouring of a Cheque

The COMPANY shall forthwith terminate your SERVICE temporarily at any time in its sole discretion, if ever found your Credit Card number invalid or wrong or cancelled under whatsoever reasons or circumstances and shall serve upon you a Show Cause Notice of 7 days through TCS service. The Notice shall be served on the address YOU have provided us in an application form and it shall be deemed to have rightly served notwithstanding it returns un-served on any pretext. The period of 7 days shall be reckoned from the date of dispatch of Notice. YOU shall be bound to submit your written reply or appear in person or through your representative before the authorized person appointed on behalf of the COMPANY and if the same satisfies with the reason YOU conveyed/disclosed to him, he in his/her sole discretion may make an order to reactivate/restore the SERVICE subject to payment of Rs. 300/- along with any other condition such authorized person deems fit. However, if it is found that YOU were not at fault but the same was on part of the banking company issuing your credit card, you shall be absolved from making payment of Rs. 300/- as restoration charges. In case YOU do not file a written reply to the aforesaid Notice and do not approach the COMPANY within 7 days, the SERVICE provided to you shall be permanently terminated after lapsing 7th day of the service of Notice upon you.

Whilst in the event of return or dishonouring of your cheque on account of insufficient funds lying in your account, the SERVICE provided to you shall be forthwith terminated on interim basis and YOU shall be served with 7 days "Show Cause Notice" through TCS service at your address supplied to us in an application form, and it shall be deemed to have rightly served notwithstanding it returns un-served on any pretext. The period of 7 days shall be reckoned from the date of dispatch of Notice. If you do not have received it on the address given in the said form, the NOTICE shall be deemed to have served on the day of its dispatch. YOU shall be bound to submit its written reply within 7 days or appear in person on or before 7th day of its service before the authorized person appointed on behalf of the COMPANY and if same is satisfied that YOU have made arrangements with your bankers for the encashment of your cross-cheque but the bankers were at fault for non-encashment of your cheque, the SERVICE shall be reactivated/restored subject to payment of Rs. 300/-. But nothing shall be charged for restoration if it is found that it was not YOUR fault. If you do not submit the reply of the said Notice within 7 days of its service or do not appear in person or do not make payment along with Rs. 800/- as fine along with restoration charges of Rs. 300/-, the SERVICE shall forthwith after lapsing 7th day shall be permanently terminated and YOU shall be responsible for the civil and criminal liabilities as may be decided or initiated by the management of the COMPANY at her sole discretion.

14. Late Payment / Non-Payment

In case of availing the SERVICE under any of the postpaid package, all invoices of the COMPANY due to YOU, if remains unpaid or unsatisfied on its last due date, the SERVICE shall be immediately disconnected as an interim measure. A reminder shall be communicated to YOU and YOU shall be required therein to get the SERVICE restored or reactivated within 90 days of non-payment. You may make payments due on your part along with restoration charges of Rs. 100/-. Your NUMBER shall remain intact as trust with the COMPANY till 90th day of the non-payment of invoice(s) and the period of 90 days shall be reckoned from 1st day after the last due date of payment. However, if YOU do not get the SERVICE restored/reactivated, the same shall be terminated permanently after lapsing 90th day of non-payment. In this eventuality, the COMPANY also reserves the right to disconnect the SERVICE to all other connections under your use.

15. A Short Code of Conduct

YOU shall be responsible for your acts or omissions and the content of your transmissions through or in connection with the SERVICE .

In case of Commercial Users, it shall be deemed that the employee/operator in whose use the device was given by any firm, company, corporation or any other entity or its management thereof, if committed any of the below mentioned act or omission, shall be liable to legal consequences along with that firm, company etc., and/or its management, therefore, YOU (the signatory on behalf of firm, company etc.) agree with the following:--

(a). to abide by all applicable local, provincial, central and International Laws, Acts, Ordinances, Rules, Regulations and Notification in use of the SERVICE;
(b) not to use the SERVICE for illegal purposes of whatsoever nature;
(c) not to use or attempt to use another person's / entity's code, password, account, telephone number, service, system or other Confidential Access Information without authorization from the owner;
(d) to comply with all laws, rules, regulations, notifications regarding transmission of voice or technical data (including all laws, rules, regulations, notifications and restrictions enacted/imposed/issued by the legislature or by the Pakistan Telecommunication Authority;
(e) not to stalk, threaten, or harass anyone through or in connection with, or utilizing any data collected through the SERVICE;
(f) we neither endorse the content of any of your communication nor assume any responsibility for any threatening, libelous, slanderous, obscene, harassing or offensive material contained in such materials, or any crime facilitated by use of the SERVICE;
(g). not to interfere or disrupt networks connected to the SERVICE or otherwise attempt to interfere with the proper function of the SERVICE; and
(h). not to attempt to obtain unauthorized access to the SERVICE.

In case of any misconduct within the parameters set out hereinabove, the COMPANY shall forthwith, in its sole discretion, terminate your access to the SERVICE and shall serve upon YOU a 7 days "Show Cause Notice". You shall be bound to submit a written reply of that Notice within 7 days of its receipt. The Chief Executive Officer or any other person appointed by him on his behalf after consultation with his legal advisor(s) may initiate any action against you in accordance with law, if he comes to the conclusion that YOU have rightly found to have violated any of the aforesaid provision, your all accounts shall also be closed and Agreements with the COMPANY shall be terminated.

16. Terms for Residential/Non-commercial SERVICE

The SERVICE provided to you as a Residential / Non-Commercial User is only for your personal use. YOU shall not use it for any commercial, governmental, political activity, profit-making or non-profitable ventures under any NGO, including limited business, at home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that is not consistent with normal residential/non-commercial usage or patterns.

In case YOU or any other person through your account violates the parameters set out in preceding paragraph, YOU shall be held responsible for this misconduct. YOU shall also be liable to pay the COMPANY higher rates fixed for COMMERCIAL SERVICE on account of all periods, including past periods. The COMPANY reserves the right to immediately terminate the SERVICE, if found YOU to have used the SERVICE in contravention of preceding paragraph.

17. Terms for Commercial SERVICE

The COMPANY shall provide YOU Commercial Service as a Commercial User. YOU have no right to use the SERVICE for auto-dialing, continuous or extensive call forwarding, call centers (incoming or outgoing), telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. The COMPANY reserves the right to immediately terminate the Service, if it is determined, in its sole discretion, that YOU and any other person on your behalf are involved in any kind of activity mentioned above.

18. Termination/Upgrade/Downgrade of Monthly Plans

The COMPANY shall announce Commercial and Non-Commercial monthly plans for concerned users. The SERVICE is provided on a monthly basis and can be prepaid or postpaid for each month or related package. The monthly plan activation date is deemed the anniversary date and the monthly plan shall be renewed each month on the anniversary date unless terminated by the USER.

Notice of termination must be in writing, either in Urdu or English with request for terminating the services. The request may be emailed or mailed at: terminate@braintel.net.pk or to registered office of the company at least two days prior to the anniversary date. Monthly plan fees shall not be prorated and/or refunded for the termination month. Notice of termination received after the required notice date shall be effective for the next anniversary date. A setup fee shall be charged to reactivate plans those were previously terminated. Requests to upgrade or downgrade a monthly calling plan to a different calling plan must be submitted in writing and emailed to info@braintel.net.pk. Request to change an existing plan must be submitted at least five days prior to the monthly anniversary date. Requests to upgrade or downgrade a monthly plan are not automatic and are subject to approval by management of the COMPANY. Existing monthly plan customers that receive approval from the COMPANY to change to a more expensive (upgrade) monthly plan may do so without having to pay another setup fee. Existing monthly plan customers that receive approval from the COMPANY to change to a less expensive (downgrade) monthly plan may do so and will be required to pay another setup fee.

YOU may send above-mentioned request through any registered postal or courier service especially through TCS to the COMPANY at its registered office at the following address : -

730 NIZAM BLOCK ALLAMA IQBAL TOWN LAHORE

YOU may, get the relevant information from the Toll Free Number 0800-22288 or fax it to 042-2101010.

19. Prohibition of Certain Uses

No USER shall use the SERVICE or shall take any other action, causing disruption in the network, integrity of the COMPANY or its vendors, whether directly, indirectly, expressly or impliedly as in this incident not only your connection shall be terminated but you shall also be subjected to payment of damages. Neither the COMPANY nor its vendors shall be held responsible for the contents of the transmissions that may pass through the Internet / the SERVICE. The USER agrees that he/she shall NOT use the SERVICE in any way in violation of any law of the land, infringing others' rights, or interfering with other users, services, equipment or the network. The USER agrees and that he/she shall use the Service for his/her own internal use only, and shall not resell the Service thereof. The Service is for personal, residential and reasonable business use of the User only. Such use shall not include certain activities, including but not limited to any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with personal, residential and reasonable business patterns/usages.

20. Telephone Numbers

Any Telephone Number (the NUMBER) provided by the COMPANY to her USER shall be leased and not sold to YOU. No right shall accrue in YOUR favour in respect of the NUMBER allotted to YOU. The NUMBER is not portable to other service providers, if any. YOU will not use the NUMBER through any other device other than the approved equipment (the EQUIPMENT) without getting written permission of the COMPANY. The COMPANY reserves the right to change or cancel the NUMBER at her own discretion. Upon expiration, cancellation or termination of the SERVICE, the USER shall relinquish and discontinue the use of that NUMBER(S), voice mail access numbers and/or web portals assigned to the YOU, if any, by the COMPANY.

21. Technical Support

The COMPANY shall provide USER a technical support at its sole discretion limited to the SERVICE and the Equipment provided hereunder. Technical support shall be rendered from the COMPANY's premise, as available, via email for 24 hours a day.

22. Termination

The company reserves all rights and powers in her sole discretion to terminate your access to use the service and this agreement without any notice, if you or any other person whether with or without your consent are found to have committed any violation of the parameters set out herein, besides any contravention of any clause stipulated herein paragraphs No. 7, 14, 15, 16, 17, 18, 20. Brain Limited will not be liable to you or any third party for termination of the SERVICE.

Customer has a right to terminate the contract by giving notice 2 days prior to billing date.

23. Indemnification

The USER agrees to defend, indemnify and hold harmless Brain Limited, its directors, officers, shareholders, affiliates, agents, successors, assigns and vendors, from any claims or damages relating to this AGREEMENT or a breach or violation of this AGREEMENT, including reasonable attorneys' fees.

24. Critical Components

Brain Limited will OFFER OR SUPPORT 15 OR ANY OTHER EMERGENCY FUNCTIONS PROVIDED BY PTCL.

25. Disclaimer of Warranties and Liability

To the full extent permissible by applicable law, the COMPANY disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. The COMPANY does not warrant that the service, or e-mail sent from the COMANY are free of viruses or other harmful components. The COMPANY shall not be liable for any damages of any kind arising from the use of or inability to use this site, including, but not limited to direct, indirect, incidental, punitive, special, exemplary and consequential damages, however, in case of negligence, it shall not be applicable.

The COMPANY shall not be liable for any direct, indirect, consequential, incidental or special damages, whether foreseeable or not, which may result from use or access to the SERVICE. YOU understand and agree that the use of the SERVICE is at your sole risk and discretion and is on an "as is" and "as available" basis. You also understand and agree that you will be solely responsible for any damage resulting from your use of this SERVICE, including damage to your computer system or loss of data that results from material or data that is downloaded or any conversation made by this SERVICE.

The COMPANY shall not be responsible for the contents on Internet or the World Wide Web not otherwise located on this site. The COMPANY makes no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links, and the USER hereby waives any claim he/she might have against the COMPANY with respect to such sites.

26. No Consequential Damages

In no event the COMPANY, her directors, officers, employees, staff, affiliates, agents, successors, assigns or any other service providers who furnishes services to the USER in connection with this AGREEMENT or the SERVICE shall be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including **but not limited** to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 15 or to access emergency service personnel through the SERVICE. The limitations set forth herein apply to claims founded in breach of Agreement, breach of warranty, products liability, tort and all other theories of liability and apply whether or not the COMPANY was informed of the likelihood of any particular type of damages.

27. Remedies for Breach of these Terms by You

In the event that the COMPANY determines, at its sole discretion, that you have breached any portion of these Terms and Conditions of Use, or have otherwise demonstrated conduct inappropriate for our site, the COMPANY reserves following rights to:-

(i) warn you via email that you have violated these Conditions of Use;
(ii) delete any or all content provided by you or your agent(s) to this Service,
(iii) discontinue your access to the Service ;
(iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
(v) any other action which Brain Limited deems to be appropriate.

28. Governing Law

This Agreement is governed by the laws of the Pakistan Telecommunications Authority without regard to its conflicts of law provisions. The USER acknowledges and agrees that PTA have jurisdiction over this Agreement and customer, ***that Civil Courts, High Courts are appropriate place for venue of any litigation, and that all litigation, to the extent possible, shall be in PTA.***

29. Registration Information / Privacy Policy

When you register as a USER of the COMPANY, YOU shall be required to provide us with your USER I.D., and password for other Confidential Access Information .

Except as provided herein, the COMPANY shall not disclose to any third party your name, address, email address and USER I.D or your personal communication ., without you permission, except to the extent necessary to comply with applicable laws i.e., police investigations, in legal proceedings etc., where such information is relevant. The COMPANY grants to third parties providing technical services to us, access to our database only to the extent necessary to provide such technical services. In those instances, such third parties are bound by these Terms and Conditions. Your informed consent shall be in the form of an "opt in" or similar policy. In addition, The COMPANY may assign, sell, license, or otherwise transfer to a third party its entire database, including your name, address, email address, and USER I.D., in connection with an assignment, sale, joint venture, or other transfer or disposition of all or a significant portion of the assets or stock of the COMPANY.

YOU are responsible for maintaining the confidentiality of your Confidential Access Information. YOU shall be responsible for all uses of your Confidential Access Information, whether or not authorized by you. YOU agree to immediately notify to the COMPANY of any unauthorized use of your Confidential Access Information.

30. Linking to the Service by Web Site

You may provide links only to the splash page of this site (located at www.brain.net.pk), provided

(A) you do not remove or obscure, by framing or otherwise, the copyright notice, content or other notices on this site,
(b) you give the COMPANY prior written notice of such link by sending an e-mail to webmaster@brain.net.pk, and
(c) you discontinue providing links to this site if notified by the COMPANY.

31. Miscellaneous

In the event that any provision of this AGREEMENT conflicts with the law under which this AGREMENT is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this AGREEMENT, such provisions shall be deemed to be ***restated*** to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this AGREEMENT will remain in full force and effect.

The failure of any party to insist upon or enforce strict performance by the other party of any provision of this AGREEMENT or to exercise any right under this AGREEMENT will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

The COMPANY may assign its rights and obligations under this AGREEMENT and upon such assignment the COMPANY may be relieved of any further obligation hereunder. This AGREEMENT, and any modifications of this AGREEMENT by the COMPANY as provided above, constitute the entire understanding between the parties as to the subject matter hereof, and supersede all prior agreements and understandings. Any legally unenforceable provision of this AGREEMENT shall, at the election of Brain Limited, be deleted or modified to correct the defect and, regardless, the remainder of the terms of this AGREEMENT will remain valid and enforceable.

32. Consent to Receive Electronic Documents

By accessing this Service, you are agreeing to receive electronic documents, billing reports, statements and records (electronic records) in lieu of paper documents, statements and records from us. Your electronic records may be emailed to you to your email address that you provide to us, accessed through this site using your Confidential Access Information or otherwise electronically provided to you. By accessing this site and using the Service, you are also agreeing to the use of electronic signatures in lieu of (and in addition to) wet-ink, physical signatures. You may request a paper copy of any electronic record that we send you by sending an email request to info@braintel.net.pk or by sending a written request to the COMPANY, ATTN: 730-Nizam Block, Allama Iqbal Town, Lahore - Pakistan. You will be charged Rs. 50/- for every paper record that you request prior to your cancellation of consent. You can withdraw your consent to receive electronic records from us by sending an email message to info@braintel.net.pk or by sending a written letter to the COMPANY, ATTN: 730-Nizam Block, Allama Iqbal Town, Lahore - Pakistan. You will be charged a Rs. 50/- cancellation of consent fee. This consent applies to all electronic records that we may send you. Your withdrawal of this consent will not affect the legal effectiveness, validity or enforceability of any electronic record that we provide to you prior to the withdrawal of such consent. If you change your email address to receive electronic records, you must notify us of your new email address by sending an email message to info@braintel.net.pk or by sending a written letter to the COMPANY, ATTN: 730-Nizam Block, Allama Iqbal Town, Lahore - Pakistan.

33. Termination of the Agreement

The Company shall have all powers and authorities to terminate this Agreement and disconnect the SERVICE of any USER at any time without any prior Notice in the following events : -

(a). If the USER makes default in fulfilling its liability and does not make out the outstanding payments within next 30 days of its due date,
(b). If the USER is found to have made obnoxious calls or immoral attitude with any other person through this SERVICE.
(c). If the USER does not rectify its mistake/misconduct or does not intend to undo the same and does not ensure the COMPANY for his good behaviour in future within 7 days of the interim disconnection.
(d). If the USER commits default in its obligations and duties of whatsoever nature arising out under this AGREEMENT.

Notwithstanding the termination of the Agreement, all rights of the Company shall remain intact till the date of termination and shall continue day-to-day basis until the outstanding payments are not satisfied by the USER in its entirety.

34. Arbitration

If any difference or dispute or in any way connected with this agreement shall arise between the parties hereto, which can not be settled amicably, in all such cases , the same shall be referred to two arbitration , one to be appointed by each party whilst the arbitration shall, before entering upon the reference, appoint an umpire who shall decide the dispute in the event of inability of the Arbitration to agree.

Arbitration Act, 1940 and any amendments thereto, shall apply to such arbitration proceedings, which shall be held in Lahore. The award under such arbitration proceedings shall be final and binding on the parties.

35. Acceptance of Terms and Conditions

By signing and submission of this AGREEMENT, it shall be deemed that YOU have understood all of the Terms and Conditions and YOU are agreed will contents of this AGREEMENT. You acknowledge (a) that you have read and understood these Conditions of Use; and (b) that these Conditions of Use have the same force and effect as a signed agreement.