

## **02 Specific Terms and Conditions for Broadband Services**

### **1. Definition and Interpretation**

**1.1.** The General Terms shall apply and govern each and/or all of the Services in addition to any Specific Terms, and in the event, there is a conflict or inconsistency between the Terms, the documents shall be construed in the following order of precedence:

- (i)** any other terms and conditions otherwise agreed between us in writing;
- (ii)** the applicable Specific Terms; and
- (iii)** the General Terms.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency shall be resolved in a manner most favourable to the Service Provider, to the fullest extent permissible under the applicable law.

**1.2.** Broadband Services refer to mobile wireless broadband (FREEDOM) and fixed broadband (FTTH internet) services (INFINITY) with WIFI services.

**1.3.** This Specific Terms and Conditions for Broadband Services shall apply and govern all products and Services in relation to FREEDOM, INFINITY and wireless Plans depicted on the Platform under the umbrella of the General Terms.

**1.4.** In this Specific Terms and Conditions for Broadband Services, words and expressions shall have the same meaning as outlined in Clause 1.1 of the General Terms and Conditions of Services.

**1.5.** Unless otherwise stated all references to sections or clauses refer to those within these Specific Terms..

**1.6.** Unless otherwise stated to be for international or roaming use, the provision of Services for data in these Specific Terms shall be interpreted for local use only.

### **2. Registration Information**

**2.1.** Registration for broadband plans including Freedom and Infinity can be done either online via the Platform, at any of the Service Provider's branch or authorised dealer of the Service Provider.

**2.2.** Subscribers must complete all relevant registration forms and provide any additional information required by the Service Provider according to the Subscriber's specific classification (if relevant).

### **3. Mobile Wireless Broadband Plans**

**3.1.** Mobile wireless broadband plan options for Freedom available under Clause 2 are as listed on <https://dst.com.bn/freedom/>.

### **4. Fixed Broadband Plans**

**4.1.** Fixed broadband plan options available for Infinity under Clause 2 are as listed on <https://dst.com.bn/infinity-plan/>.

**4.2.** Availability and provision of the fixed broadband Service are contingent upon network availability and fibre-readiness of the Subscriber's installation address.

### **5. Add-On Bundles**

- 5.1. Data Add-On Bundles available to supplement the Services are those specified at <https://dst.com.bn/infinity-add-ons/> and <https://dst.com.bn/freedom-add-ons/> , as amended from time to time by the Service Provider

## 6. Installation of Fixed Broadband Service and Access

- 6.1. **Appointment Confirmation** - The Service Provider shall contact the Subscriber via telephone or other electronic means to confirm the scheduled date and time for installation. The Subscriber is responsible for ensuring the contact details provided at registration are accurate and accessible.

- 6.2. **Rescheduling and Cancellation** - Any request to reschedule or cancel an installation appointment must be submitted to the Service Provider at the earliest possible and no later than 4:00 PM on the working day immediately preceding the scheduled appointment.

6.2.1. **Late Requests:** Requests made after this deadline may be subject to a non-refundable administrative fee at the Service Provider's prevailing rate.

6.2.2. **Availability:** While the Service Provider will make reasonable efforts to accommodate the Subscriber's preferred date, all rescheduling is subject to the Service Provider's authorised installer's availability and is not guaranteed.

- 6.3. **Access and Accuracy of Information** - The Subscriber hereby grants the Service Provider, its employees, and authorised agents the right to access the installation address provided at the time of registration.

6.3.1. The Service Provider shall not be liable for any delays, failed installations, or additional costs resulting from inaccurate or incomplete address details provided by the Subscriber.

6.3.2. The Subscriber warrants that they have obtained all necessary consents (e.g., from landlords or building management) required for the Service Provider to access the premises and perform the installation.

- 6.4. **On-Site Requirements and Property Modification** - Prior to the commencement of work, the Subscriber (or their authorised representative) must approve the specific installation plan, including any required drilling or cabling routes.

6.4.1. **Approval:** Commencement of work by the authorised installer constitutes the Subscriber's acceptance of the installation plan.

6.4.2. **Liability Waiver:** The Service Provider shall not be held liable for any aesthetic or structural alterations necessary for the standard installation of the Service, provided such work was conducted in accordance with the agreed-upon plan.

- 6.5. **Mandatory Presence for Installation** - The Subscriber must be present during the entire installation process.

6.5.1. **Designated Representative:** If the Subscriber cannot be present, they must appoint a representative aged **18 years or older** to act on their behalf.

6.5.2. **Authority to Bind:** The Subscriber agrees that any representative present shall have the full authority to approve the installation plan, sign completion or service acceptance forms, and bind the Subscriber to any site-specific agreements made during the appointment.

- 6.5.3. **Failure to Attend:** If neither the Subscriber nor an authorised representative is present, the Service Provider will not proceed with the installation, and the Subscriber may be charged a "No-Show" fee at a fee prescribed by the Service Provider or the authorised installer.

## 7. Equipment and Devices

### 7.1. Ownership and Relocation

- 7.1.1. All equipment provided (including but not limited to modems and optical network terminals) remains the exclusive property of the Service Provider's wholesale network provider unless otherwise stated in writing.
- 7.1.2. The Subscriber must provide prior written notice to the Service Provider of any relocation. Provision of Service at a new address is subject to network availability and technical feasibility.
- 7.1.3. Relocation is subject to applicable installation upon relocation and/or administrative fees.

### 7.2. Equipment Handling and Security

- 7.2.1. **Subscriber Responsibility:** The Subscriber is responsible for safekeeping the equipment provided (including but not limited to routers, modems and optical network terminals). This includes ensuring the equipment is used in a suitable environment and protected from power surges, liquid damage, or physical tampering.
- 7.2.2. **Transfer of Equipment:** Upon relocation, the Subscriber is responsible for the safe transport of all equipment and accessories (including accessories for the equipment to connect to the fixed broadband or to the fibre wall socket) to the new address.
- 7.2.3. **Return Upon Termination:** The Subscriber shall return all equipment in good working condition. The Subscriber will be contacted by the Service Provider's wholesale network provider to collect the equipment provided at installation (including but not limited to modems, optical network terminals, its power adapters and original packaging, if available).

### 7.3. Warranty and Third-Party Hardware

- 7.3.1. **Limited Warranty:** Equipment provided by the Service Provider is covered by a warranty for the duration of the Subscriber's minimum contract term.
- 7.3.2. **Exclusions:** This warranty is void in the event of:
- 7.3.2.1. Damage, loss, or theft caused by misuse, negligence, or failure to follow manufacturer instructions;
  - 7.3.2.2. Removal, alteration, or defacement of serial numbers or IMEI tags;
  - 7.3.2.3. Unauthorised tampering, deactivation of any "service-locks," or attempted repairs by unauthorised parties on the equipment provided.
- 7.3.3. **Subscriber-Owned Equipment:** The Subscriber may use their own hardware or equipment; however, the Service Provider does not warrant the performance, compatibility, or quality of the Service when used with non-authorised equipment.

Technical support for third-party hardware is excluded from the Service.

- 7.4.** During the commitment period, the Subscriber shall not:
- 7.4.1.** Terminate the Service or port the account to another provider;
  - 7.4.2.** Suspend the account;
  - 7.4.3.** Transfer ownership of the account or the device to a third party without prior written notice to the Service Provider.
- 7.5.** If the Service is suspended for any reason (including non-payment), monthly device installment fees shall continue to accrue and remain payable by the Subscriber.
- 7.6.** Early Termination: If the Service or Device Plan is terminated prior to the expiry of the commitment period, the Subscriber shall be liable for the total remaining balance of the device installments, which shall become immediately due and payable.
- 7.7.** The Equipment provided by the Service Provider on installation has a warranty that is reflective of the Subscriber's contract with the Service Provider. The Subscriber may purchase their own equipment for using the Service, but the Service Provider shall not in any way warrant the quality of the Service from the Subscriber's equipment.
- 7.8.** Warranty for the Equipment provide does not cover:
- 7.8.1.** damage, lost, stolen or defects caused by any act, omission, misuse, negligence including usage of the Equipment contrary to instructions provided by the Service Provider or the manufacturer
  - 7.8.2.** where the serial number/IMEI has been removed or defaced;
  - 7.8.3.** products that have been subject to unauthorised removal or deactivation of the Service Provider-lock function
- 7.9.** The Service Provider may suggest and upsell devices to the Subscriber which may improve the Service connectivity at the installation address. The Subscriber may be charged either as a one-off fee OR as a monthly value-added plan.
- 7.10.** The Subscriber will be tied to a commitment period for devices with a monthly instalment plan where the commitment period will be monthly, twelve (12) or twenty-four (24) months depending on the Plan and Service subscribed to.
- 7.11.** The Subscriber may not, during the commitment period:
- 7.11.1.** terminate the Service;
  - 7.11.2.** terminate or suspend the Service account or port out to another internet service provider;
  - 7.11.3.** have your Service account terminated for non-payment of monthly bills;
  - 7.11.4.** change or transfer ownership of the Subscriber's account and / or the Service.
- 7.12.** If the Subscriber suspends Service during the commitment period, the device's monthly instalment fee will continue to be charged to the Subscriber.

7.13. The Service Provider's authorised installer will perform a service acceptance testing upon completion of the installation of the equipment to determine that the services if available. The testing includes amongst others configuration, testing and verifying that the broadband services is accessible whether using the Subscriber's access device (such as personal computer, laptop or Wi-Fi enabled mobile device) or an authorised device provided by the installer. The Service Provider or the authorised installer may request that the Subscriber attempt to access the internet service using the access device once the Services is provisioned.

7.14. The Service is deemed to commence upon completion of the service acceptance testing and invoicing shall commence on the same day as the service acceptance testing. The Subscriber is required to acknowledge the completion the of the service acceptance testing, failing which the Service Provider shall deem that the service acceptance testing is completed, accepted and is successful.

## 8. Indemnity and Property Damage

8.1. The Subscriber shall indemnify and hold the Service Provider harmless against any and all claims, costs, or damages arising from a failure to obtain necessary permissions for installation at the premises (including, but not limited to, claims from landlords, building management, or local authorities).

8.2. While the Service Provider will exercise reasonable care during installation, the Service Provider's total liability for any physical damage to the Subscriber's property caused by the gross negligence or willful misconduct of the Service Provider or its agents during installation shall be limited to the cost of repairing the specific damage directly caused by the Service Provider.

8.3. The Service Provider shall not be liable for any damage resulting from pre-existing structural defects, fragile surfaces, or undisclosed internal wiring/piping at the installation address.

## 9. Specific Obligations

9.1. The Subscriber hereby represents, warrants, and agrees that:

9.1.1. **Adherence to Terms:** They have read, understood, and accepted these Specific Terms, the General Terms and Conditions, and the Service Provider's Fair Use Policy (FUP), all of which collectively govern the use of the Services.

9.1.2. **Billing of Add-Ons:** All Data Add-On purchases are deemed authorised by the Subscriber. Charges will be billed to the Subscriber's monthly statement. Once purchased, Data Add-Ons are non-cancellable and non-refundable.

9.1.3. **Contractual Term & Security Deposits:** For any Plan with a mandatory contractual term ("Minimum Period"), such period commences on the date of activation. The Subscriber shall pay any required security deposit as a condition precedent to service activation.

9.1.4. **Device Warranty:** Standard warranty terms for bundled devices are provided by the respective manufacturers. Coverage varies by make and model and is subject to the manufacturer's warranty limitations.

9.1.5. **Plan Expiry & Migration:** Upon the expiry of a Minimum Period, the Plan shall automatically revert to the prevailing "Non-Contract" or "Month-to-Month" equivalent rate unless the Subscriber renews the contract or terminates the Service.

9.1.6. **Early Termination Charges:** If the Subscriber terminates a Contract Plan prior to the expiry of the Minimum Period, they shall be liable for an early termination charge and any remaining outstanding balances.

9.1.7. **Service Suspension & Misuse:** The Service Provider reserves the right to immediately bar, suspend, or restrict the Service without notice or liability if:

9.1.7.1. The Subscriber is found to be using the Service for unlawful, criminal, fraudulent, or prohibited activities;

9.1.7.2. The Subscriber breaches the Fair Use Policy; or

9.1.7.3. The Subscriber fails to cure a material breach of these Terms.

9.1.8. The Subscriber shall not:

9.1.8.1. use the Services for any unlawful purpose including without limitation for any criminal purposes;

9.1.8.2. use the Services to send unsolicited messages or any messages which are obscene, threatening or offensive to any persons;

9.1.8.3. compromise or infect any system with computer viruses or otherwise;

9.1.8.4. infringe any intellectual property rights of the Service Provider or any third party;

9.1.8.5. use the Services in any manner, in which in the Service Provider's opinion may adversely affect the use of the Services by other customers or efficiency or security as a whole.

## 9.2. Service Provider's Obligations

The Service Provider agrees to the following:

9.2.1. **Support Services:** Access to standard customer care and technical support lines shall be provided free of charge, unless the request requires specialised on-site technical assistance, which may incur a separate fee.

9.2.2. **Usage Notifications:** Any usage notifications provided by the Service Provider at the 80% or 100% thresholds are delivered as a discretionary courtesy only. The Service Provider does not guarantee the delivery, timeliness, or accuracy of such notifications. The Subscriber acknowledges that primary responsibility for monitoring data consumption rests solely with the Subscriber via the Platform. A failure or delay in receiving a notification shall not exempt the Subscriber from liability for any overage charges, throttled speeds, or Service restrictions incurred.

9.2.3. **Plan Modifications:** The Subscriber may request a plan upgrade or downgrade through authorised channels. Such changes may be subject to administrative fees and may trigger a new Minimum Period.

9.2.4. **Refund of Deposits:** Any security deposit held shall be refunded to the Subscriber, without interest, upon account closure, provided all equipment is returned and all outstanding debts are settled in full.

9.2.5. **Maintenance & Outages:** The Service Provider reserves the right to temporarily suspend the Service for maintenance, upgrades, or emergency repairs. While the Service Provider will

**endeavor** to provide prior notice of scheduled interruptions via the Platform or other chosen channels, such notice is provided on a **best-efforts basis only**. The Subscriber acknowledges that service availability is not guaranteed, and the Service Provider shall have **no liability** for any losses, damages, or costs arising from service interruptions, regardless of whether prior notice was issued

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