* **Title: Internet Connection Rules and Regulations**
* **Introduction**
* **Purpose and Scope**
* **Definitions**
* **General Terms and Conditions**
* **Eligibility and Registration**
* **Acceptable Use Policy**
* **Prohibited Activities**
* **Compliance with Applicable Laws**
* **User Responsibilities and Obligations**
* **Privacy and Data Protection**
* **Termination of Service**
* **Service Plans and Billing**
* **Available Service Plans**
* **Billing Procedures and Payment**
* **Service Interruptions and Downtime**
* **Service Upgrades and Downgrades**
* **Refunds and Cancellations**
* **Network Management and Security**
* **Bandwidth Management**
* **Traffic Prioritization**
* **Network Security Measures**
* **Reporting Security Incidents**
* **Blocking and Filtering**
* **Equipment and Installation**
* **Equipment Provision and Ownership**
* **Installation Requirements and Procedures**
* **Equipment Maintenance and Repairs**
* **Warranty and Liability**
* **Customer Support and Complaints**
* **Customer Support Channels**
* **Response Times and Resolutions**
* **Escalation Procedures**
* **Complaint Handling and Dispute Resolution**
* **Intellectual Property Rights**
* **Copyright and Licensing**
* **Trademarks and Brand Usage**
* **User-Generated Content**
* **Disclaimer of Warranties and Limitation of Liability**
* **Service Availability and Performance**
* **Content Accuracy and Reliability**
* **Indirect Damages and Consequential Losses**
* **Amendments and Modifications**
* **Changes to the Rules and Regulations**
* **Notification of Changes**
* **Governing Law and Jurisdiction**
* **Miscellaneous Provisions**
* **Force Majeure**
* **Severability**
* **Entire Agreement**
* **Please note that the above outline serves as a general guide for developing internet connection rules and regulations. Actual content may vary depending on the specific circumstances and requirements of the service provider. Additionally, legal counsel should be consulted to ensure compliance with relevant laws a d regulations.**
* **Introduction**
* **Welcome to the internet connection service provided by ACS-NETWORKS-PVT-LTD. These rules and re gelation’s govern your use of our internet service, and it is essential to carefully read and understand them**
* **. By subscribing to or using our internet connection service, you agree to be bound by these terms and conditions.**
* **Purpose and Scope:**
* **The purpose of these rules and regulations is to outline the terms under which you may access and utilize our internet connection service.**
* **These rules apply to all users, including individuals and legal entities, who subscribe to or use our internet service.**
* **Definitions:**
* **"Service Provider": Refers to ACS-NETWORKS-PVT-LTD, the entity providing the internet connection service.**
* **"User" or "Subscriber": Refers to any individual or legal entity that subscribes to or uses the internet connection service.**
* **"Service": Refers to the internet connection service provided by the Service Provider.**
* **"Website": Refers to the Service Provider’s official website through which users can access information about the service and manage their accounts.**
* **"Network": Refers to the infrastructure and systems through which the internet connection service is delivered.**
* **"Account": Refers to the user’s personal or business account, created during the registration process, which grants access to the internet service.**
* **Agreement to the Terms and Conditions:**
* **By subscribing to or using the internet connection service, you acknowledge that you have read, under stood, and agree to be bound by these rules and regulations.**
* **If you do not agree to these terms, you should refrain from using our internet service.**
* **Changes and Modifications:**
* **The Service Provider reserves the right to update, modify, or amend these rules and regulations at any time, without prior notice.**
* **Users will be informed of any significant changes through email, website announcements, or other appropriate means.**
* **Continued use of the internet connection service after any modifications implies acceptance of the revised terms.**
* **Additional Policies:**
* **In addition to these rules and regulations, users must also comply with any supplementary policies, guidelines, and agreements issued by the Service Provider from time to time.**
* **Such additional policies may include the Acceptable Use Policy, Privacy Policy, Fair Usage Policy, and others, each of which will complement and form part of these rules and regulations.**
* **Legal Compliance:**
* **Users must adhere to all applicable local, national, and international laws and regulations governing internet usage while using the service.**
* **Any violation of the law or these terms and conditions may lead to the termination of service and potential legal action.**
* **Contact Information:**
* **For any questions, concerns, or inquiries related to our internet connection service or these rules and regulations, please contact our Customer Support team using the designated contact channels provided on our website.**
* **We value your trust in our service and are committed to providing a reliable and secure internet connection experience. By using our service, you join a community of users who appreciate the benefits of a well-maintained and high-quality internet connection. Enjoy your online experience with ACS-NETWORKS-PVT- LTD!**
* **General Terms and Conditions**
* **Eligibility and Registration:**
* **The internet connection service is available to individuals and legal entities who meet the eligibility criteria set by the service provider.**
* **Users must provide accurate and up-to-date information during the registration process.**
* **Users are responsible for maintaining the confidentiality of their account credentials and for any activity is performed under their account.**
* **Acceptable Use Policy:**
* **Users agree to use the internet connection service in a manner consistent with applicable laws, regulations, and ethical standards.**
* **Prohibited activities include, but are not limited to, illegal downloading, copyright infringement, spamming, hacking, and any other activity that violates the rights of others or disrupts the network.**
* **Prohibited Activities:**
* **Users must not engage in activities that compromise the security and integrity of the network, including attempting unauthorized access or distributing malware.**
* **The service provider reserves the right to monitor network traffic to ensure compliance with these rules.**
* **Compliance with Applicable Laws:**
* **Users must comply with all local, national, and international laws and regulations regarding internet usage.**
* **Any illegal or harmful activities will result in immediate termination of service and may be reported to the e relevant authorities.**
* **User Responsibilities and Obligations:**
* **Users are responsible for the content they access or transmit through the internet connection service.**
* **Users must not use the service to harass, threaten, or harm others or to disseminate offensive or harmful material.**
* **Users must not engage in excessive bandwidth consumption that negatively impacts other users.**
* **Privacy and Data Protection:**
* **The service provider collects and processes user data in accordance with its Privacy Policy.**
* **Users are advised to review the Privacy Policy to understand how their data is used and protected.**
* **Termination of Service:**
* **The service provider reserves the right to terminate or suspend internet connection service for users who violate these terms and conditions or engage in unlawful activities.**
* **Users may terminate their service by following the appropriate procedures outlined by the service provider.**
* **Access and Speed:**
* **The service provider will use reasonable efforts to provide uninterrupted access to the internet. However, occasional downtime may occur due to maintenance or technical issues.**
* **Internet connection speeds are subject to various factors, including network congestion and distance from the access point.**
* **Fair Usage Policy:**
* **The service provider may implement a Fair Usage Policy to ensure equitable access to all users. Excessive usage may result in reduced speeds during peak times.**
* **Third-Party Services and Content:**
* **The service provider is not responsible for third-party services, websites, or content accessed through the internet connection service.**
* **Users should exercise caution when accessing external websites or downloading content.**
* **Indemnification:**
* **Users agree to indemnify and hold the service provider harmless from any claims, losses, or damages arising from their use of the internet connection service.**
* **Modification of Terms and Conditions:**
* **The service provider may update or modify these terms and conditions from time to time. Users will be notified of any changes through appropriate channels.**
* **Contact Information:**
* **Users should direct any inquiries or complaints regarding the internet connection service to the service provider’s designated contact channels.**
* **Entire Agreement:**
* **These General Terms and Conditions, along with other applicable policies and agreements, constitute the entire understanding between the user and the service provider regarding internet connection services**
* **Service Plans and Billing**
* **Available Service Plans:**
* **The Service Provider offers various internet connection service plans with different speeds, data limits (if applicable), and pricing options.**
* **Users can choose a service plan that best suits their needs from the available options listed on the Service**
* **Provider’s website or through authorized sales channels.**
* **Billing Procedures and Payment:**
* **Users are required to pay for the internet connection service according to the billing cycle associated with their chosen service plan.**
* **Billing cycles may be monthly, quarterly, semi-annually, or annually, depending on the selected service plan and the Service Provider’s policies.**
* **Payment for the service is typically due in advance of the billing cycle.**
* **Users can make payments through approved payment methods accepted by the Service Provider, including credit/debit cards, electronic fund transfers, or other designated payment gateways.**
* **It is the user’s responsibility to ensure that payment details are accurate and up to date to avoid any disruption in service.**
* **Service Interruptions and Downtime:**
* **The Service Provider strives to provide uninterrupted internet service. However, occasional interruption s and downtime may occur due to maintenance, technical issues, or factors beyond the Service Providers control.**
* **In the event of planned service maintenance or scheduled downtime, the Service Provider will provide prior notice through appropriate communication channels.**
* **The Service Provider will endeavor to resolve any unexpected service disruptions promptly and efficiently.**
* **Service Upgrades and Downgrades:**
* **Users may request service plan upgrades or downgrades as per the Service Provider’s policies.**
* **Upgrades may result in increased service fees, while downgrades may lead to reduced service fees, de pending on the selected service plan.**
* **Any service plan changes may take effect from the start of the next billing cycle.**
* **Refunds and Cancellations:**
* **Users have the right to cancel their internet connection service, subject to the Service Provider’s cancellation policy.**
* **In the event of cancellation, users may be eligible for a pro-rated refund for any unused portion of the c urgent billing cycle, subject to the Service Provider’s terms and conditions.**
* **Refunds, if applicable, will be processed using the original payment method within a reasonable timeframe.**
* **Overdue Payments:**
* **Failure to make timely payments for the internet connection service may result in service suspension or termination.**
* **The Service Provider may charge late fees or penalties for overdue payments as specified in the billing terms.**
* **Reinstating suspended service may require payment of outstanding dues and any applicable reconnect ion fees.**
* **Billing Disputes:**
* **If users believe there is an error in their billing statement, they must promptly contact the Service Provider’s Customer Support to resolve the dispute.**
* **The Service Provider will investigate and address billing disputes in a fair and timely manner.**
* **Third-Party Billing:**
* **In some cases, third-party services or organizations may provide billing services for the internet connection service on behalf of the Service Provider.**
* **Users should refer to the terms and conditions of the third-party billing provider for additional details.**
* **Taxation and Fees:**
* **Users are responsible for any applicable taxes, surcharges, or regulatory fees imposed by local authorities on the internet connection service.**
* **The Service Provider will collect and remit applicable taxes as required by law.**
* **Automatic Renewal:**
* **For users on recurring service plans, the internet connection service will automatically renew at the end of each billing cycle, unless the user chooses to cancel their subscription.**
* **Users should review their account settings to manage automatic renewal preferences.**
* **Notice of Service Changes:**
* **The Service Provider reserves the right to modify service plans, pricing, and billing procedures at its discretion.**
* **Users will be notified of any significant changes to service plans or billing procedures through appropriate communication channels.**
* **Invoicing and Payment Records:**
* **Users can access their billing invoices and payment records through their online account portal or by contacting Customer Support.**
* **Account Suspension and Termination for Non-Payment:**
* **If a user fails to make payment within the specified grace period, the Service Provider may suspend or terminate the internet connection service.**
* **Service restoration may be subject to payment of outstanding dues and any applicable reconnection fees.**
* **Early Termination:**
* **Early termination of a contract or service agreement may be subject to early termination fees or penalties, as outlined in the Service Provider’s terms and conditions.**
* **Financial Responsibility:**
* **Users are solely responsible for all charges incurred on their account, including those resulting from unauthorized use or misuse of the internet connection service.**
* **Price Lock and Price Changes:**
* **Some service plans may include price lock guarantees for a specified period. After the price lock period expires, the Service Provider may adjust prices as per its policies and market conditions.**
* **Unbilled Usage and Overage Charges:**
* **Users should monitor their data usage and may be subject to additional charges for exceeding data limits, if applicable, as specified in the service plan.**
* **Auto-Pay and Payment Authorization:**
* **Users may opt for automatic payment options, such as auto-pay, where payments will be automatically deducted from the authorized payment method on the due date.**
* **Disconnection for Extended Non-Use:**
* **The Service Provider may disconnect internet service for accounts that remain inactive or unused for an extended period. The criteria for extended non-use will be specified in the Service Provider’s policies.**
* **Force Majeure:**
* **The Service Provider shall not be liable for any delays, interruptions, or failures in providing the internet connection service caused by events beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, or regulatory actions.**
* **Notifications and Communication:**
* **The Service Provider may communicate important service-related updates, including billing information and service changes, through email, SMS, or other designated communication channels.**
* **Account Management and Account Closure:**
* **Users are responsible for managing their account, including updating contact information and payment details.**
* **If a user wishes to close their account, they must follow the account closure procedures specified by the e Service Provider.**
* **Language of Communication:**
* **All communication and notices related to the internet connection service will be provided in the language e of the user’s choice, subject to the Service Provider’s language offerings.**
* **Transferability:**
* **Users may not transfer or assign their rights and obligations under these rules and regulations to any the rid party without the prior written consent of the Service Provider.**
* **Severability:**
* **If any provision of these Service Plans and Billing terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.**
* **Entire Agreement:**
* **These Service Plans and Billing terms, along with the General Terms and Conditions and other applicable policies, constitute the entire agreement between the user and the Service Provider regarding internet connection service.**
* **By subscribing to or using the internet connection service, you acknowledge that you have read, understood, and agree to be bound by these Service Plans and Billing terms. For any questions or clarifications, please contact our Customer Support team through the designated communication channels provided on our website. Thank you for choosing ACS-NETWORKS-PVT-LTD as your internet service provider.**
* **Network Management and Security**
* **Bandwidth Management:**
* **The Service Provider may implement bandwidth management practices to ensure fair and equitable distribution of network resources among all users.**
* **These practices may include traffic shaping, prioritization, and bandwidth allocation during peak usage hours.**
* **Traffic Prioritization:**
* **In cases of network congestion, the Service Provider may prioritize certain types of traffic, such as real- time applications or emergency services, to maintain overall network performance.**
* **Users will be notified of any traffic prioritization policies that may affect their internet service.**
* **Network Security Measures:**
* **The Service Provider employs industry-standard security measures to protect the network from unauthorized access, cyber threats, and malicious activities.**
* **These security measures may include firewalls, intrusion detection systems, encryption, and continuous monitoring.**
* **Reporting Security Incidents:**
* **Users are encouraged to report any suspected security breaches or incidents to the Service Provider’s Customer Support team promptly.**
* **The Service Provider will investigate reported incidents and take appropriate actions to mitigate potential risks.**
* **Blocking and Filtering:**
* **The Service Provider may implement content filtering and blocking mechanisms to prevent access to websites or content deemed harmful, illegal, or in violation of the Acceptable Use Policy.**
* **Users can request a review of blocked content by contacting Customer Support.**
* **Equipment Security:**
* **Users are responsible for ensuring the security of their personal equipment connected to the network, such as routers and modems.**
* **It is recommended to use strong passwords and enable security features on devices to prevent unauthorized access.**
* **Wi-Fi Security:**
* **For users with Wi-Fi routers, the Service Provider advises enabling encryption (WPA2 or higher) and regularly changing the Wi-Fi password to protect against unauthorized access.**
* **Users should avoid using default or easily guessable passwords for their Wi-Fi networks.**
* **Denial of Service (DoS) Protection:**
* **The Service Provider employs DoS protection measures to mitigate and respond to Distributed Denial of Service attacks that may disrupt network operations.**
* **In rare cases of severe DoS attacks, temporary service disruptions may occur, and the Service Provide r will work diligently to restore normal operations.**
* **Network Maintenance:**
* **The Service Provider schedules periodic network maintenance to ensure the network’s reliability and performance.**
* **Users will be informed in advance of any planned maintenance that may cause temporary service interruptions.**
* **User Authentication:**
* **Access to the internet connection service may require user authentication through a username and pas sword or other designated credentials.**
* **Users should keep their login credentials secure and not share them with others.**
* **Compliance with Data Protection Laws:**
* **The Service Provider adheres to applicable data protection laws and safeguards user data in accordance with its Privacy Policy.**
* **Users should review the Privacy Policy to understand how their data is collected, used, and protected.**
* **User Responsibility for Content:**
* **Users are solely responsible for the content they access, transmit, or share over the internet connection service.**
* **The Service Provider disclaims any liability for the legality or appropriateness of user-generated content.**
* **Vulnerability Reporting:**
* **If users discover potential vulnerabilities in the network or related systems, they should responsibly rep ort these to the Service Provider’s Customer Support for investigation and resolution.**
* **Prohibited Network Activities:**
* **Users must not engage in any activities that compromise the security, integrity, or performance of the network, including but not limited to hacking, unauthorized access, or attempts to breach security measures.**
* **Network Monitoring:**
* **The Service Provider may monitor network traffic for troubleshooting, maintenance, and security purposes, as well as to enforce these rules and regulations.**
* **User Education and Awareness:**
* **The Service Provider may provide educational resources and materials to promote user awareness of internet security best practices and safe online behavior.**
* **Suspicious Activity Detection:**
* **The Service Provider may employ systems to detect and respond to suspicious or anomalous network activities that may indicate potential security threats.**
* **Compliance with Law Enforcement Requests:**
* **The Service Provider will comply with valid and lawful requests from law enforcement authorities for user information or assistance in investigations, as required by applicable laws and regulations.**
* **Network Usage Monitoring and Reporting:**
* **The Service Provider may generate network usage reports for statistical, marketing, or compliance purposes, while ensuring user data privacy and anonymity.**
* **Third-Party Security Services:**
* **The Service Provider may engage third-party security services to enhance network security and protect against emerging threats.**
* **Network Redundancy and Reliability:**
* **The Service Provider strives to maintain a redundant and reliable network infrastructure to minimize service disruptions and ensure continuous availability.**
* **Legal Action Against Security Threats:**
* **The Service Provider reserves the right to take legal action against users or entities involved in any unauthorized and malicious activities that may harm the network or other users.**
* **Opt-Out Options:**
* **Users may have the option to opt-out of certain network management or security features. However, doing so may impact the quality or availability of the internet service.**
* **Network Performance Testing:**
* **The Service Provider may conduct periodic network performance tests to optimize service delivery and ensure optimal network performance.**
* **Network Support and Assistance:**
* **For any concerns related to network management, security, or suspicious activities, users are encouraged to contact the Service Provider’s Customer Support promptly.**
* **Feedback and Suggestions:**
* **The Service Provider welcomes user feedback and suggestions regarding network management and security improvements.**
* **By using our internet connection service, you acknowledge that you have read, understood, and agreed to comply with the Network Management and Security policies outlined in these rules and regulations. The Service Provider remains committed to maintaining a secure and reliable network for all users. For any inquiries or assistance, please contact our dedicated Customer Support team through the designated communication channels provided on our website. Thank you for choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider.**
* **Equipment and Installation**
* **Equipment Provision and Ownership:**
* **The Service Provider may provide or lease internet connection equipment, such as routers, modems, or other necessary devices, to users as part of the service package.**
* **The equipment remains the property of the Service Provider and must be returned upon termination of the service or at the Service Provider’s request.**
* **Installation Requirements and Procedures:**
* **The Service Provider will provide guidelines and instructions for the proper installation of the internet connection equipment.**
* **Users must follow the provided instructions or seek professional assistance to ensure correct installation and optimal performance.**
* **Users are responsible for ensuring that the installation location complies with safety and regulatory requirements.**
* **Equipment Maintenance and Repairs:**
* **Users are responsible for the care and maintenance of the provided internet connection equipment during the service period.**
* **In case of equipment malfunction or damage not caused by the user, the Service Provider will repair or replace the equipment at no additional cost.**
* **Warranty and Liability:**
* **The Service Provider may offer a limited warranty for the provided internet connection equipment, which covers defects and malfunctions under normal use.**
* **The warranty period and terms will be specified in the warranty agreement provided to the user.**
* **The Service Provider’s liability for equipment-related issues is limited to the terms and conditions of the warranty.**
* **Compatibility:**
* **Users are responsible for ensuring that their personal equipment, such as computers, laptops, or mobile devices, is compatible with the internet connection equipment and service provided by the Service Provider.**
* **The Service Provider may provide compatibility information on its website or through Customer Support**
* **.**
* **Third-Party Equipment:**
* **Users may use third-party equipment with the internet connection service, subject to compatibility and compliance with the Service Provider’s policies.**
* **The Service Provider is not responsible for the performance, compatibility, or maintenance of third-part by equipment.**
* **Equipment Return and Termination:**
* **In the event of service termination, users must return the provided internet connection equipment to the Service Provider within the specified timeframe and in good working condition, normal wear and tear excepted.**
* **Failure to return the equipment may result in applicable fees or charges as specified in the Service Provider’s policies.**
* **User-Initiated Equipment Modifications:**
* **Users should not modify, alter, or tamper with the internet connection equipment or its settings without explicit authorization from the Service Provider.**
* **Unauthorized equipment modifications may void the warranty and result in the termination of the service e.**
* **Equipment Upgrades and Exchanges:**
* **The Service Provider may offer equipment upgrade options, subject to additional charges or fees.**
* **Users may request equipment exchanges or upgrades through Customer Support, subject to availability y and the Service Provider’s policies.**
* **Moving and Relocation:**
* **If a user relocates their residence or business, the Service Provider may offer options for moving the internet connection service to the new location, subject to feasibility and service availability.**
* **Additional charges or fees may apply for relocation services.**
* **User Assistance and Support:**
* **The Service Provider may provide user assistance and support for equipment-related issues through Customer Support channels.**
* **Users are encouraged to seek assistance promptly if they encounter equipment-related problems.**
* **Damage or Loss of Equipment:**
* **Users are responsible for any damage or loss of the provided internet connection equipment caused by their negligence, misuse, or mishandling.**
* **The Service Provider may charge the user for the repair or replacement of damaged or lost equipment.**
* **Inspection and Testing:**
* **The Service Provider reserves the right to inspect and test the internet connection equipment periodically to ensure its proper functioning and compliance with the terms and conditions.**
* **Compatibility with Future Technology:**
* **Users acknowledge that the provided internet connection equipment may become obsolete or incompatible with future technology or service upgrades.**
* **The Service Provider will make reasonable efforts to notify users of any significant changes or necessary upgrades.**
* **Early Termination and Equipment Charges:**
* **In the event of early termination of the service agreement, users may be subject to early termination fees or charges, including equipment-related charges, as specified in the Service Provider’s policies.**
* **Equipment Return Process:**
* **Users should follow the designated equipment return process outlined by the Service Provider to return the provided equipment.**
* **The Service Provider will provide instructions for equipment return and the return address.**
* **Opting for Self-Installation:**
* **In some cases, users may have the option to self-install the internet connection equipment following the provided instructions.**
* **The Service Provider will guide users on the self-installation process, and users must comply with the instructions.**
* **Third-Party Equipment Troubleshooting:**
* **The Service Provider’s support may be limited to troubleshooting issues related to the provided internet connection equipment.**
* **For troubleshooting third-party equipment, users may need to contact the manufacturer or seller for assistance.**
* **Equipment Recycling and Disposal:**
* **Users should responsibly dispose of the internet connection equipment according to local regulations and environmental guidelines if the equipment is no longer required or has become obsolete.**
* **User Agreement for Equipment Use:**
* **Users agree to use the provided internet connection equipment solely for the purpose of accessing the Service Provider’s internet service and in accordance with the terms and conditions.**
* **By using the internet connection service and the provided equipment, you acknowledge that you have rea d, understood, and agreed to comply with the Equipment and Installation policies outlined in these rules and regulations. The Service Provider is committed to providing reliable equipment and installation support to enhance your internet experience. For any inquiries or assistance related to equipment or installation, p lease contact our dedicated Customer Support team through the designated communication channels provided on our website. Thank you for choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider.**
* **Intellectual Property Rights**
* **Copyright and Licensing:**
* **All content, materials, and intellectual property provided by the Service Provider, including but not limited to logos, trademarks, text, graphics, images, software, and documentation, are protected by copyright a and other applicable intellectual property laws.**
* **Users are granted a limited, non-exclusive, and non-transferable license to access and use the Service Provider’s intellectual property solely for the purpose of using the internet connection service in accordance with these rules and regulations.**
* **Trademarks and Brand Usage:**
* **The Service Provider’s name, logos, trademarks, and service marks are the exclusive property of the Service Provider.**
* **Users may not use, reproduce, modify, or distribute the Service Provider’s trademarks or branding materials without prior written consent from the Service Provider.**
* **User-Generated Content:**
* **Users retain the intellectual property rights to the content they generate, upload, or transmit through the internet connection service.**
* **By submitting content to the Service Provider, users grant the Service Provider a worldwide, royalty-free, non-exclusive, and transferable license to use, display, reproduce, distribute, and modify the content solely for the purpose of providing the internet connection service.**
* **Prohibited Use of Intellectual Property:**
* **Users must not engage in any activity that infringes upon the Service Provider’s intellectual property rights or the intellectual property rights of others.**
* **Prohibited activities include but are not limited to reverse engineering, decompiling, copying, or modifying the Service Provider’s software or documentation.**
* **Content Ownership and Third-Party Content:**
* **The Service Provider is not responsible for the content accessed or transmitted by users through the internet connection service.**
* **Users are solely responsible for ensuring that the content they access, share, or distribute complies with copyright and intellectual property laws.**
* **Digital Millennium Copyright Act (DMCA) Compliance:**
* **The Service Provider respects the intellectual property rights of others and complies with the DMCA or any other applicable copyright laws.**
* **In cases of alleged copyright infringement, the Service Provider will respond promptly to valid DMCA takedown notices or copyright infringement claims.**
* **Notice of Copyright Infringement:**
* **Copyright holders or their authorized representatives may submit a written notice of copyright infringement to the Service Provider’s designated Copyright Agent, as provided in the DMCA policy on the Service Provider’s website.**
* **The Service Provider will investigate and take appropriate actions in response to valid copyright infringement claims.**
* **Copyright Counter-Notification:**
* **Users who believe their content was wrongfully removed due to a copyright claim may submit a counter**
* **-notification to the Service Provider’s designated Copyright Agent, as specified in the DMCA policy on the Service Provider’s website.**
* **The Service Provider will evaluate the counter-notification and, if appropriate, restore the removed content.**
* **Indemnification for Copyright Infringement:**
* **Users agree to indemnify and hold the Service Provider harmless from any claims, damages, or liabilities arising from alleged copyright infringement resulting from their use of the internet connection service.**
* **User Content Monitoring:**
* **The Service Provider may monitor user-generated content to enforce the Acceptable Use Policy and comply with applicable laws and regulations.**
* **The Service Provider’s content monitoring activities will be conducted in accordance with its Privacy Policy.**
* **Reporting Copyright Infringement:**
* **Users who believe their copyrighted work has been infringed upon through the internet connection service may report the infringement to the Service Provider’s designated Copyright Agent.**
* **Compliance with Third-Party Licenses:**
* **The Service Provider ensures compliance with any third-party licenses, agreements, or restrictions related to software or content provided with the internet connection service.**
* **User Responsibility for Content:**
* **Users must not use the internet connection service to distribute or share copyrighted material without proper authorization from the copyright owner.**
* **The Service Provider disclaims any liability for the misuse or unauthorized distribution of copyrighted content by users.**
* **By using our internet connection service, you acknowledge that you have read, understood, and agreed to comply with the Intellectual Property Rights policies outlined in these rules and regulations. The Service Provider respects intellectual property rights and expects users to do the same. For any inquiries or concerns related to intellectual property matters, please contact our dedicated Customer Support team through the designated communication channels provided on our website. Thank you for choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider.**
* **Disclaimer of Warranties and Limitation of Liability**
* **Disclaimer of Warranties:**
* **The internet connection service is provided on an "as-is" and "as-available" basis. The Service Provider makes no warranties or representations, express or implied, regarding the service’s quality, reliability, availability, or suitability for any particular purpose.**
* **The Service Provider does not guarantee that the internet connection service will be uninterrupted, error-free, or free from defects, viruses, or other harmful components.**
* **Limitation of Liability:**
* **To the fullest extent permitted by applicable law, the Service Provider shall not be liable for any direct, Indirect, incidental, consequential, special, punitive, or exemplary damages arising from or related to the u se or inability to use the internet connection service.**
* **This limitation of liability applies to any damages or losses resulting from unauthorized access, data loss, network outages, service interruptions, or any other actions or omissions related to the service.**
* **The Service Provider shall not be responsible for any damages or losses resulting from third-party actions, including but not limited to content hosted or accessed through the internet connection service.**
* **Force Majeure:**
* **The Service Provider shall not be liable for any failure or delay in providing the internet connection service due to events beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, labor disputes, governmental actions, or equipment failure.**
* **Third-Party Services and Content:**
* **The Service Provider disclaims any responsibility or liability for the availability, quality, accuracy, legality, or appropriateness of third-party services, websites, or content accessed through the internet connection service.**
* **User’s access third-party services and content at their own risk, and any disputes or issues arising from such access are solely between the user and the third party.**
* **Indemnification:**
* **Users agree to indemnify and hold the Service Provider, its affiliates, employees, and agents harmless from any claims, losses, damages, liabilities, or expenses (including attorneys’ fees) arising from or relate d to their use of the internet connection service, violation of these rules and regulations, or infringement of any third-party rights.**
* **Service Availability and Performance:**
* **The Service Provider strives to maintain a high level of service availability and performance. However, the Service Provider does not guarantee continuous or uninterrupted service access, and occasional down time or service interruptions may occur due to maintenance, technical issues, or other factors.**
* **Content Accuracy and Reliability:**
* **The Service Provider does not warrant or endorse the accuracy, reliability, completeness, or usefulness of any content accessed or transmitted through the internet connection service.**
* **Users are responsible for verifying the accuracy and authenticity of any information or content obtained through the service.**
* **Indirect Damages and Consequential Losses:**
* **To the maximum extent permitted by applicable law, the Service Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, business, revenue, data, or goodwill.**
* **Service Outages and Data Loss:**
* **The Service Provider shall not be liable for any damages or losses resulting from service outages, data loss, or data corruption, including but not limited to damages arising from the user’s inability to access or retrieve data.**
* **User Acknowledgment:**
* **Users acknowledge and accept the risks associated with internet usage and understand that the Service**
* **Provider’s liability is limited as specified in these rules and regulations.**
* **Limitation of Remedies:**
* **If users are dissatisfied with the internet connection service or have any objections to these rules and regulations, their sole and exclusive remedy is to discontinue using the service.**
* **Exclusions and Non-Waiver:**
* **Some jurisdictions may not permit the exclusion or limitation of certain warranties or liabilities. In such cases, the Service Provider’s liability shall be limited to the maximum extent allowed by applicable law.**
* **The failure of the Service Provider to enforce any provision of these rules and regulations shall not constitute a waiver of such provision.**
* **Termination of Liability:**
* **The limitations of liability and disclaimers of warranties shall survive any termination or expiration of the internet connection service or these rules and regulations.**
* **By using our internet connection service, you acknowledge that you have read, understood, and agreed to comply with the Disclaimer of Warranties and Limitation of Liability policies outlined in these rules and regulations. The Service Provider strives to deliver a reliable service, but users must recognize the inherent risks associated with internet usage. For any inquiries or concerns related to liability or warranties, pleas e contact our dedicated Customer Support team through the designated communication channels provide d on our website. Thank you for choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider.**
* **Amendments and Modifications**
* **Right to Amend:**
* **The Service Provider reserves the right to amend, modify, or update these rules and regulations at any time, without prior notice.**
* **Any changes made to these terms will be effective immediately upon posting the updated version on the Service Provider’s website or through other appropriate communication channels.**
* **User Acknowledgment:**
* **Users acknowledge and agree that it is their responsibility to review these rules and regulations periodically to stay informed about any amendments or modifications.**
* **Continued use of the internet connection service after changes to these terms indicates the user’s acceptance of the revised rules and regulations.**
* **Notification of Changes:**
* **The Service Provider may notify users of significant amendments to these rules and regulations through email, website announcements, or other suitable means.**
* **Users are encouraged to provide accurate and up-to-date contact information to receive such notifications.**
* **Additional Policies and Agreements:**
* **The Service Provider may issue additional policies, guidelines, or agreements governing specific aspects of the internet connection service.**
* **These additional policies will complement and form part of these rules and regulations.**
* **Retroactive Changes:**
* **Amendments to these rules and regulations may apply retroactively to all existing and new users, unless otherwise specified in the amendment.**
* **User Disagreement and Termination:**
* **If users disagree with any amendments to these rules and regulations, they may choose to terminate their subscription to the internet connection service.**
* **Users must adhere to the termination procedures specified in these rules and regulations.**
* **Termination of the Service:**
* **If users continue to use the internet connection service after amendments to these terms, they are dee med to have accepted the revised rules and regulations.**
* **Failure to accept the amended terms may result in termination of the service.**
* **Waiver of Rights:**
* **The Service Provider’s failure to enforce any provision of these rules and regulations does not constitute a waiver of its right to enforce that provision or any other provision in the future.**
* **Severability:**
* **If any provision of these rules and regulations is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.**
* **J. Entire Agreement:**
* **These rules and regulations, along with any additional policies or agreements issued by the Service Provider, constitute the entire agreement between the user and the Service Provider regarding the internet connection service.**
* **K. Governing Law and Jurisdiction:**
* **These rules and regulations shall be governed by and construed in accordance with the laws of the jurisdiction in which the Service Provider operates.**
* **Any disputes arising from or related to these terms shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.**
* **By using our internet connection service, you acknowledge that you have read, understood, and agreed to comply with the Amendments and Modifications policies outlined in these rules and regulations. The Service Provider may update these terms from time to time to ensure the continued provision of reliable and secure internet service. For any inquiries or concerns related to amendments and modifications, please contact our dedicated Customer Support team through the designated communication channels provided on our website. Thank you for choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider.**
* **Governing Law and Jurisdiction**
* **Governing Law:**
* **These rules and regulations, along with the internet connection service provided by the Service Provide r, shall be governed by and construed in accordance with the laws of the jurisdiction in which the Service Provider is legally registered or operates.**
* **Any conflict of laws principles that would apply the laws of another jurisdiction are expressly excluded.**
* **Jurisdiction:**
* **Any disputes, claims, or controversies arising from or related to these rules and regulations, the interne t connection service, or the relationship between the user and the Service Provider shall be subject to the exclusive jurisdiction of the courts in the jurisdiction in which the Service Provider operates.**
* **Users agree to submit to the personal jurisdiction of the courts in the designated jurisdiction for resolving g any such disputes.**
* **Compliance with Local Laws:**
* **Users are responsible for ensuring their use of the internet connection service complies with all**
* **Applicable**
* **Local, state, national, and international laws, regulations, and ordinances.**
* **Cross-Border Issues:**
* **The Service Provider does not represent or warrant that the internet connection service is appropriate or available for use in all locations.**
* **Users who access or use the service from outside the designated jurisdiction do so at their own risk and are responsible for compliance with local laws.**
* **Language of Interpretation:**
* **These rules and regulations are provided in multiple languages for user convenience. However, in the event of any conflict or discrepancy between the translations, the English version shall prevail for interpretation purposes.**
* **Dispute Resolution:**
* **In the event of a dispute between the user and the Service Provider arising from or related to the internet connection service, the parties shall first attempt to resolve the dispute through good-faith negotiation.**
* **If the parties are unable to reach a resolution through negotiation, the dispute shall be subject to the jurisdiction and laws as outlined in these rules and regulations.**
* **Compliance with Court Orders:**
* **Users agree to comply with any court orders, judgments, or legal requirements arising from or related to their use of the internet connection service.**
* **Service Provision in Different Jurisdictions:**
* **The Service Provider may offer internet connection services in multiple jurisdictions, each subject to its own set of rules and regulations.**
* **Users are required to adhere to the rules and regulations applicable to the specific jurisdiction in which they are availing the internet connection service.**
* **By using our internet connection service, you acknowledge that you have read, understood, and agreed to comply with the Governing Law and Jurisdiction policies outlined in these rules and regulations. The Service Provider operates within specific legal frameworks to ensure the delivery of reliable and compliant internet services. For any inquiries or concerns related to governing law and jurisdiction, please contact our dedicated Customer Support team through the designated communication channels provided on our web site. Thank you for choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider.**
* **Miscellaneous Provisions**
* **Entire Agreement:**
* **These rules and regulations, together with any additional policies or agreements issued by the Service Provider, constitute the entire agreement between the user and the Service Provider regarding the interne t connection service.**
* **Any prior agreements, understandings, or representations, whether oral or written, are hereby superseded.**
* **Assignment:**
* **Users may not assign or transfer their rights, obligations, or interests under these rules and regulations to any third party without the prior written consent of the Service Provider.**
* **The Service Provider may assign or transfer its rights and obligations under these terms to any affiliate, subsidiary, or successor without user consent.**
* **Relationship between Parties:**
* **These rules and regulations do not create any agency, partnership, joint venture, employment, or other similar relationship between the user and the Service Provider.**
* **Users and the Service Provider are independent entities, and neither party has the authority to bind the other.**
* **Headings:**
* **The headings used in these rules and regulations are for convenience only and shall not affect the interpretation of the provisions.**
* **Survival:**
* **Any provisions in these rules and regulations that, by their nature, are intended to survive termination or expiration shall continue to apply after termination or expiration.**
* **No Waiver:**
* **The failure of the Service Provider to enforce any provision of these rules and regulations shall not constitute a waiver of its right to enforce that provision or any other provision in the future.**
* **Notices:**
* **All notices, communications, or inquiries relating to these rules and regulations shall be made in writing and sent to the Service Provider’s designated contact address or email provided on its website.**
* **Force Majeure:**
* **The Service Provider shall not be liable for any failure or delay in performing its obligations under these rules and regulations due to events beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, labor disputes, governmental actions, or equipment failure.**
* **Interpretation:**
* **These rules and regulations shall be interpreted in accordance with their plain meaning, without giving effect to any presumption or rule of construction in favor of or against any party.**
* **Severability:**
* **If any provision of these rules and regulations is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.**
* **No Third-Party Beneficiaries:**
* **These rules and regulations are intended solely for the benefit of the user and the Service Provider and do not create any rights or benefits in favor of any third party.**
* **Updates and Access:**
* **The most current version of these rules and regulations shall be accessible on the Service Provider’s website.**
* **Users may request a copy of these terms by contacting Customer Support.**
* **Electronic Communications:**
* **By using the internet connection service, users consent to receive communications and notices electronically from the Service Provider.**
* **Amendment Supersedes Previous Versions:**
* **In the event of any discrepancy between previous versions of these rules and regulations and the latest updated version, the latest version shall prevail.**
* **Website: (Terms & Conditions)**
* **Information in this site is provided only for general information purpose and on an "as is" basis without any warranties of any kind.**
* **Use of this information is at the user's sole risk. The authors and the ACS-NETWORKS-PVT-LTD assume no responsibility for the accuracy or completeness of this information and shall not be liable for any damages arising from its uses.**
*
* **ACS-NETWORKS-PVT-LTD Service (Terms & Conditions)**
* **1) In this contract:**
* **(a) “Charges” means any monthly tariff­s, installation, activation, connection charges and/or surcharges/tax/GST applicable to the activated Services at the rates published by ACS-NETWORKS-PVT-LTD.**
* **(b) “Equipment” means Customer Premises Equipment CPE, including broadband modem, Set Top Box (“STB”), EVO device, telephone equipment, wire (including RUIM Card, accessories) supplied to the Customer by ACS-NETWORKS-PVT-LTD.**
* **(c) “Service(s)” means all and/or any Service(s) categorically described overleaf as elected by the Customer subject to any modification and variation by ACS-NETWORKS-PVT-LTD from time to time.**
* **(d) “Encryption Device” means any device used to protect and/or secure data / voice transmissions.**
* **2) Provision of Services by ACS-NETWORKS-PVT-LTD: (A) ACS-NETWORKS-PVT-LTD will establish and maintain the Connection and will endeavor to make the desired Service(s) available to the Customer throughout the term of this contract. (B) All or any Service(s) will be provided in accordance with the applicable law and ACS-NETWORKS-PVT-LTD Policy. (C) All Equipment, except paid, will remain the asset of ACS-NETWORKS-PVT-LTD and customers are bound to return the Equipment in its original working condition in the event of termination of Service(s).**
* **3) Payments and Charges:**
* **(A) All the Payments and Charges for the Service(s) under this Contract shall exclusively be determined/revised by ACS-NETWORKS-PVT-LTD from time to time. The revised Tariff­ or Charges shall be notified to customer through Electronic or Print Media. The revised Charges will apply to the Customer from the date of notification. (B) The Customer shall unconditionally pay all applicable charges mentioned in the invoice within the specified time. (C) Failure to make Payment within due date would: (i)Result in immediate disconnection / suspension / termination of the Service and Contract; (ii) Render the Customer to pay outstanding amounts due to ACS-NETWORKS-PVT-LTD; and in case of disconnection an extra surcharge shall be payable by the Customer, on the amount outstanding at the rate of 2% per month above KIBOR, in addition to the Bank Rate per annum pro-rated weekly, and in the absence of KIBOR, other rate determined by ACS-NETWORKS-PVT-LTD pro-rated weekly. (iii) Give ACS-NETWORKS-PVT-LTD a right to suspend / disconnect Service(s) to any or all other Connections held by the Customer; (D) Render the Customer to pay applicable reconnection charges, if a reconnection is requested, and before reconnection, the Customer shall pay an advance against future payments, if required; (E) Customer shall pay Monthly Charges till the suspension or disconnection of the Service(s) becomes eff­ective, whether such suspension/disconnection is required by the Customer (or by a person acting on behalf of the Customer) or by ACS-NETWORKS-PVT-LTD in accordance with Clause 11 of this contract. (F) ACS-NETWORKS-PVT-LTD reserves the right to determine an appropriate credit limit to the Customer for availing the Service(s). Such credit limit shall be secured either by a refundable cash deposit placed by the Customer with ACS-NETWORKS-PVT-LTD or other adequate security or alternate arrangement acceptable to ACS-NETWORKS-PVT-LTD. In the event such credit limit is exceeded at any time, ACS-NETWORKS-PVT-LTD is entitled to disconnect or suspend the Service(s) to the Customer and/or terminate the Contract.**
* **4) Duration and Time: This contract shall commence on the date of approval by ACS-NETWORKS-PVT-LTD after signing of this form along with these Terms & Conditions by the Customer and, the provisions of this Contract shall continue thereafter until terminated by either party hereto.**
* **5) Prohibition of Assignment: Rights and obligations of the Customer under this contract shall not be assigned without prior written consent of ACS-NETWORKS-PVT-LTD.**
* **6) Warranties: (A) In addition to terms contained in the warranty card, the Equipment purchased by the Customer from ACS-NETWORKS-PVT-LTD, is free from defects in material and workmanship, and the Customer acknowledges that commencement of Service(s) shall be deemed to be a discharge of this warranty. (B) This warranty is specifically limited to defects in material and workmanship in the Equipment and does not apply where the Equipment is used in combination with equipment not supplied, manufactured or expressly approved by ACS-NETWORKS-PVT-LTD. It shall also not apply to repair or replacement necessitated by catastrophe, misuse, abuse, fault or negligence, user modification, improper maintenance or operation, user alteration or damages due to spilling of food or liquids, and normal wear and tear. (C) ACS-NETWORKS-PVT-LTD hereby disclaims all liabilities whatsoever in respect of and/or arising out of the Service(s) provided, except for the warranty provided in paragraph (A) above. (D) Warranty for broadband modem & STB is applicable for one year from date of installation.**
* **7) Liabilities: The Customer agrees that ACS-NETWORKS-PVT-LTD shall be indemnified against all acts or omissions of the channels or contents provided for Smart TV by third party and Customer further acknowledges that notwithstanding any other provision, ACS-NETWORKS-PVT-LTD shall NOT be held liable to Customer for any losses and /or damages sustained due to any reason whatsoever, OR for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or in connection with this Agreement. ACS-NETWORKS-PVT-LTD shall not be regarded as being in breach of its obligations set forth in this Agreement and Customer shall have no claim against ACS-NETWORKS-PVT-LTD in that respect. ACS-NETWORKS-PVT-LTD’s obligations are contingent upon the license issued for the provisioning of such services. Should such license be revoked or not renewed for any reason, ACS-NETWORKS-PVT-LTD will not be liable to refund advance payment(s) and / or deposit(s) placed by the Customer.**
* **8) Use of the Service via Customer Premises Equipment: (A) ACS-NETWORKS-PVT-LTD reserves the right to issue any instructions regarding the use of the Service(s) / Service Level(s) as it may from time to time consider necessary to maintain the integrity, quality and safety of the Service(s) for all Customers and such instructions shall be deemed as an integral part of this contract. (B) The Customer is personally responsible for the use of all Services and System under this Contract and shall neither use nor permit any person to use the Services/System for: (i) Any activity which is abusive, o­ffensive, indecent, obscene or menacing messages or communications, or misusing Equipment or Services for any activity which is improper/unlawful /immoral and prohibited under any of the applicable laws of Pakistan. (ii) The Customer will not be authorized to use the Customer equipment provided by ACS-NETWORKS-PVT-LTD on any other operator’s network.**
* **9) Maintenance & Replacement of Broadband Modem: In case of damage to broadband modem, not covered under the warranty, the customer will be charged for the cost of the damaged modem with an option to purchase new.**
* **10) Maintenance / Replacement of STB/EVO Device and charges for misuse:**
* **(A) (i). For customers who have purchased the STB/EVO Device on onetime payment - In case the STB/EVO device has been damaged due to reasons not covered under Warranty, the faulty STB/EVO device will be returned to the customer and the options for procuring a new one will be off­ered to the customer. (ii). For Customers who have purchased STB/EVO Device on Installments: In case the STB/EVO device has been damaged due to reasons not covered under Warranty, the customer shall pay o­ the old lease charges, the STB/EVO device will be returned to the customer and the options for procuring a new one will be o­ffered to the customer i.e. New purchase or new lease.**
* **(B) In case of termination of Smart TV/EVO services on customer request or nonpayment or for any other reason, the terms and conditions regarding CPE will be as follows: (I) For customers who have Purchased STB/EVO Device on onetime payment: In the event the Customer decides to discontinue Smart TV/EVO Service, ACS-NETWORKS-PVT-LTD is not bound to purchase back the STB/EVO Device. The equipment will become the property of customer and will not be collected by ACS-NETWORKS-PVT-LTD. (ii) For Customers who have purchased STB/EVO Device on Installments: The Customer agrees that the leased equipment remains in the ownership of ACS-NETWORKS-PVT-LTD until the leased amount is fully paid o­ by the Customer to ACS-NETWORKS-PVT-LTD. In case of termination of service due to any reason, the customers will allow ACS-NETWORKS-PVT-LTD sta­ff to collect the STB/EVO Device from the customer premises and pay any ACS-NETWORKS-PVT-LTD dues and outstanding bills excluding any future hire purchase installments. Moreover, ACS-NETWORKS-PVT-LTD will not refund any installments paid towards the hire purchase of the equipment and the return of the equipment shall not, under any circumstances, be deemed to be a settlement of any outstanding dues or bills owed by the Customer to ACS-NETWORKS-PVT-LTD.**
* **(11) Suspension/Disconnection and Termination: (A) ACS-NETWORKS-PVT-LTD reserves the right to suspend/terminate the Services with immediate e­ffect in case of non-payment of bill within due date. The Services shall be resumed on payment of all arrears/outstanding dues /charges as per ACS-NETWORKS-PVT-LTD Policy. (B) ACS-NETWORKS-PVT-LTD may at any time and without notice suspend, disconnect and/or terminate any or all the Service(s), and the Customer hereby waives all claims and rights in respect thereof including the right to contest such suspension, disconnection and/or termination. (C) This Contract shall automatically and without notice terminate, without prejudice to accrued rights of ACS-NETWORKS-PVT-LTD, in the event of the Customer becoming bankrupt or otherwise insolvent or death of the Customer; (D) Upon termination of this Contract, the Customer shall forthwith pay ACS-NETWORKS-PVT-LTD: (i) All amounts due to ACS-NETWORKS-PVT-LTD at the time of termination together with any late payment charges, surcharges or whatsoever. (ii) All costs including legal fees reasonably incurred by ACS-NETWORKS-PVT-LTD in enforcing its rights under this contract including the recovery of monies. (E) Notwithstanding the above ACS-NETWORKS-PVT-LTD may terminate any or all Service(s) without any reason whatsoever.**
* **12) Arbitration and Applicable Law: If any diff­erence or dispute, in any way connected with this Contract, shall arise between the parties hereto which cannot be settled amicably within a period of one (1) month, then such di­fference or dispute shall be referred to PTA and its decision shall be final and binding on the parties hereto. This Contract shall be governed by the laws of Islamic Republic of Pakistan.**
* **13) Additional Terms:**
* **(a) This Contract including the particulars overleaf constitutes the entire agreement between ACS-NETWORKS-PVT-LTD and the Customer(s).**
* **(b) Any Connection or Service(s) may be monitored at any time by the relevant and legitimate agencies of the Government of Pakistan in the national interest.**
* **(c) ACS-NETWORKS-PVT-LTD in its exclusive discretion reserves the right to refuse, change or remove Customer ID’s/Passwords/PINS which it deems inappropriate or o­ffensive.**
* **(d) For any change in particulars overleaf, the Customer undertakes to inform ACS-NETWORKS-PVT-LTD immediately.**
* **(e) Service to any or all Customers may be temporarily interrupted or curtailed because of Equipment modification, upgrades, relocations, repairs and similar activities necessary for the proper operation of Service. However, in the event a scheduled interruption is planned, reasonable notice will be given.**
* **(f) The Customer will not infringe any copyright or intellectual property right to the information and resources available via the service by ACS-NETWORKS-PVT-LTD.**
* **The Customer hereby undertakes to accept and comply with all the Terms & Conditions set forth herein.**

**The provided text outlines the Terms & Conditions for ACS-NETWORKS-PVT-LTD services. Here's a breakdown of the key clauses:**

**\*\*Disclaimer of Information: \*\***

**- The website provides information on an "as is" basis without warranties. Users utilize the information at their own risk, and ACS-NETWORKS-PVT-LTD and authors assume no responsibility for accuracy or completeness, disclaiming liability for any damages arising from its use.**

**\*\*Contract Definitions: \*\***

**- Defines terms like Charges, Equipment, Services, and Encryption Device used throughout the contract.**

**\*\*Provision of Services: \*\***

**- ACS-NETWORKS-PVT-LTD commits to establishing and maintaining services according to applicable laws and company policies. Equipment provided remains ACS-NETWORKS-PVT-LTD's property, requiring return upon service termination.**

**\*\*Payments and Charges: \*\***

**- ACS-NETWORKS-PVT-LTD reserves the right to determine and revise charges, and non-payment can lead to service disconnection, extra surcharges, and suspension. Customers must pay applicable reconnection charges.**

**\*\*Duration and Prohibition of Assignment: \*\***

**- The contract's duration begins upon approval and continues until termination, prohibiting the assignment of rights and obligations without ACS-NETWORKS-PVT-LTD's written consent.**

**\*\*Warranties and Liabilities: \*\***

**- ACS-NETWORKS-PVT-LTD provides warranties on equipment free from defects and disclaims liabilities except for the warranty provided. Indemnification against acts or omissions of third-party content and limitations on liabilities are outlined.**

**\*\*Service Usage and Instructions: \*\***

**- Users must comply with service use guidelines and instructions issued by ACS-NETWORKS-PVT-LTD for maintaining service quality and integrity.**

**\*\*Maintenance and Replacement Policies: \*\***

**- Details damage responsibility, replacement options, and equipment ownership clauses in case of termination or discontinuation of services.**

**\*\*Suspension/Disconnection and Termination: \*\***

**- ACS-NETWORKS-PVT-LTD reserves the right to suspend/terminate services for non-payment or other reasons. The contract automatically terminates in specific circumstances, and termination involves settlement of outstanding dues and costs.**

**\*\*Arbitration, Applicable Law, and Additional Terms: \*\***

**- Disputes unresolved amicably are referred to PTA, and the contract is governed by the laws of Pakistan. Additional terms include agreements on monitoring services, changes in customer particulars, service interruptions, copyright compliance, and acceptance of the outlined terms and conditions.**

**The provided terms and conditions govern the usage and service provisions by ACS-NETWORKS-PVT-LTD, establishing rights, obligations, and guidelines for both the service provider and customers.**

**The provided privacy policy for the ACS-NETWORKS-PVT-LTD website (www.acsnetworks.online) outlines how users' personal information is handled while using ACS-NETWORKS-PVT-LTD's products or services, websites, applications, or any service offered in conjunction with partners. Here is a breakdown of the key sections:**

**\*\*1. Introduction: \*\***

**- Clarifies users' rights to their personal information and specifies general principles that apply to handling customers' personal information while using ACS-NETWORKS-PVT-LTD's services. Users are bound by both the general principles and service-specific terms accepted during sign-up.**

**\*\*2. Type of Information collected: \*\***

**- a. \*\*Non-Personal Information: \*\* Includes IP address, operating system, browser type, etc., that doesn't identify the user.**

**- b. \*\*Personal Information: \*\* Name, address, email, phone/mobile number, etc., provided by users during registration.**

**- c. \*\*Correspondence: \*\* Notifications, service-related notices, server problems, or scheduled maintenance notices.**

**- d. \*\*Third Party Entities: \*\* ACS-NETWORKS-PVT-LTD may use third-party services that may store users' information with their consent.**

**- e. \*\*Cookies: \*\* ACS-NETWORKS-PVT-LTD uses cookies to manage sessions, store preferences, and track information like browsing history and usernames. Users can choose to accept or decline cookies, but it may limit access to certain website features.**

**\*\*3. Customers' Rights: \*\***

**- Users have rights such as withdrawing consent, accessing their information, and requesting erasure of their data under certain conditions.**

**\*\*4. ACS-NETWORKS-PVT-LTD's Undertaking: \*\***

**- ACS-NETWORKS-PVT-LTD commits to processing personal information in accordance with applicable laws, ensuring transparency, legitimate processing, data security, informing users about their privacy rights, and building privacy into their products and services.**

**\*\*5. Notification of Changes: \*\***

**- ACS-NETWORKS-PVT-LTD reserves the right to change the Privacy Policy, and users may receive notices regarding material changes.**

**\*\*6. Disputes: \*\***

**- Disputes regarding privacy are subject to the terms outlined in the Privacy Policy.**

**\*\*7. Disclosures: \*\***

**- ACS-NETWORKS-PVT-LTD may disclose personal information to comply with legal obligations or law enforcement requests. In the event of sale or merger, user data may be transferred to the acquiring entity.**

**\*\*8. Indemnity: \*\***

**- Users agree to defend and hold ACS-NETWORKS-PVT-LTD harmless from claims arising from their use of the website or application.**

**\*\*Permissions in App: \*\***

**- The ACS-NETWORKS-PVT-LTD app requests various permissions related to device information, contacts, SMS, phone, location, Wi-Fi, photos/media/files, and does not serve advertisements.**

**This Privacy Policy delineates how ACS-NETWORKS-PVT-LTD collects, handles, and discloses users' personal information, ensuring transparency, user rights, and compliance with legal obligations.**

**\*\*Terms and Conditions / Rules and Regulations\*\***

**Welcome to our service. By accessing or using our internet service, you agree to comply with and be bound by the following terms and conditions. Please read these carefully before using our services.**

**\*\*1. Download Speed Clarification: \*\***

**- The download speed displayed on your download manager software (such as IDM) might differ from your subscribed internet connection speed. This is because computers and devices typically display data in Megabytes (MB), while internet speed is measured in Megabits per second (Mbps). For instance, a 10 Mbps connection translates to approximately 1.28 MBPs.**

**\*\*2. Variability in Speed from "speedtest.net" Results: \*\***

**- Speed test results may display optimum speeds, but actual download speeds from certain websites or servers could be slower. Free service providers might throttle speed for non-premium users. We recommend trying different servers or regions for better performance if available.**

**\*\*3. Payment Methods and Receipts: \*\***

**- We accept payments through kuickpay, Jazzcash, Easypaisa, IBFT, Cash Deposit, bank deposit, and in-office counter payments.**

**- Receipts for payments are provided to customers for their records. For online payments, transaction details or bank statements serve as receipts.**

**\*\*4. Notification of Pending Service Suspension: \*\***

**- Customers with unpaid bills after the due date will receive a notification of pending internet service suspension one month in advance. This allows time to settle outstanding payments before any action is taken to close the internet connection.**

**\*\*5. Consequences for Late Bill Payments: \*\***

**- In case of late bill payments, the internet speed will decrease by 20% daily starting from the 2nd day after the 1st of the month. If the bill remains unpaid by the 5th day, the internet service will be suspended. Unpaid bills will continue to accrue until settled, and service will be restored upon payment.**

**\*\*6. Additional Information on Late Payments: \*\***

**- Customers facing difficulties in bill payment have until the 5th day of the month to settle the outstanding bill to avoid speed reduction or service suspension. Failure to pay by this date will result in the mentioned consequences.**

**ACS Networks PVT LTD - Terms & Conditions**

1. **Billing & Service Adjustments**:
	* If a customer fails to pay their bill by the due date, ACS Networks PVT LTD reserves the right to slow down or downgrade the internet service. The customer acknowledges and agrees to these terms when subscribing to our services.
2. **False Claims & Defamation**:
	* Any false claims or accusations made against ACS Networks PVT LTD, its employees, or services, will be met with appropriate legal action. Additionally, the company reserves the right to slow down, temporarily suspend, or permanently close internet and other services if such defamation occurs.
3. **Network Maintenance & Updates**:
	* ACS Networks PVT LTD regularly performs essential network and infrastructure updates. These updates may cause temporary disconnections, which should not be considered service issues. Customers agree that such activities are necessary for keeping up with technological advancements and agree to this as part of their subscription. Updates may occur on a weekly, monthly, quarterly, or yearly basis.

By using ACS Networks' services, customers agree to abide by these terms and any future revisions.

***Client Device Responsibility***

1. ***Device Issues and Liability: The client acknowledges that any problems arising from their personal devices, including but not limited to routers, extenders, or any associated equipment, are solely the responsibility of the client. The company is not liable for any device-related issues that may arise during the use of its internet services.***
2. ***Defamation Clause: If a client publicly accuses or attempts to defame the company regarding service issues that are conclusively identified as originating from the client’s device, the company reserves the right to take immediate action. This includes, but is not limited to, the disconnection of internet services without prior notice. Such actions are deemed necessary to protect the company’s reputation and integrity in the marketplace.***
3. ***Legal Rights: In cases where a client’s actions are determined to be defamatory towards the company, the company reserves the right to pursue legal action against the client, user, or dealer as deemed appropriate. This includes any claims that may damage the company’s reputation or mislead other customers.***
4. ***No Temporary Devices: The company is not responsible for providing temporary replacement devices, routers, or any equipment, whether new or used, to the client in the event that the client’s device malfunctions or is damaged. Clients are advised to ensure that their devices are in proper working condition to avoid interruptions in service.***
5. ***Client's Equipment Responsibility: Clients are fully responsible for their internal network setup, including but not limited to fiber cables, patch cords, routers, and any extenders. The company's obligation extends solely to providing internet connectivity to the main distribution point (DP) and does not cover any further infrastructure or equipment beyond this point.***
6. **Payment Receiving Policy Update:**

"We will only consider payments as received if the full billed amount is deposited into our account. Any deductions or transaction fees applied by third-party agents, retailers, or payment platforms (such as JazzCash or Easypaisa) are the sender's responsibility. In case of incomplete payments due to such deductions, the remaining balance must be cleared by the sender. ACS Networks PVT LTD is not responsible for any short payments caused by intermediary charges."

***As an ISP (Internet Service Provider) company, ACS Networks PVT LTD has several basic rights when providing internet services to users. These rights are typically outlined in terms and conditions, service agreements, and regulatory laws. Some of the key rights include:***

***1. Right to Enforce Fair Usage Policy (FUP)***

* ***ISPs have the right to implement Fair Usage Policies (FUP) to ensure bandwidth is distributed fairly among users.***
* ***If a user exceeds their allocated bandwidth, the ISP can throttle speeds or apply extra charges.***

***2. Right to Disconnect or Suspend Services***

* ***If a user fails to pay bills or violates service terms, the ISP has the right to suspend or terminate the connection.***
* ***The ISP can also disconnect users engaged in illegal activities, such as hacking or piracy.***

***3. Right to Manage Network Traffic***

* ***The ISP has the right to control and optimize network performance using techniques such as bandwidth control, packet filtering, and traffic shaping.***
* ***The ISP can block certain sites if required by law or for security reasons.***

***4. Right to Set Pricing and Payment Terms***

* ***The ISP has the right to set package prices, installation fees, and additional service charges.***
* ***Payment methods and due dates can be enforced, and late payment penalties may apply.***

***5. Right to Enforce Security Policies***

* ***The ISP can monitor and block malicious activities, such as DDoS attacks, unauthorized sharing, or excessive connections.***
* ***They can restrict access to prevent internet sharing beyond the agreed limit.***

***6. Right to Define Terms of Service (TOS)***

* ***ISPs have the right to define acceptable use policies (AUP), service-level agreements (SLA), and general terms.***
* ***Users must agree to these terms before receiving services.***

***7. Right to Log and Monitor Network Activity (Under Legal Framework)***

* ***The ISP may log user activity to ensure compliance with laws, but this must be done within legal and ethical boundaries (e.g., following PTA regulations in Pakistan).***
* ***The ISP cannot sell or misuse user data unless legally required.***

***8. Right to Protect Against Unauthorized Use***

* ***The ISP has the right to prevent unauthorized internet sharing via extenders, VPNs, or unauthorized reselling.***
* ***The ISP can enforce MAC/IP binding, TTL-based filtering, and session monitoring to limit misuse.***

he basic rights of an ISP company against users, as outlined in your provided contract, include:

1. **Payment Enforcement**: The ISP has the right to demand payment from the user for services rendered, including installation fees, device costs, monthly charges, and applicable taxes.
2. **Prohibition of Unauthorized Use**: The user cannot use the service for illegal activities, resell the service, or tamper with the provided device.
3. **Right to Disconnect Services**: The ISP can suspend or disconnect services if the user fails to pay for three consecutive months, provided they give prior notice.
4. **Device Ownership & Maintenance**: The ISP retains ownership of the provided device and has the right to request its return upon termination of service.
5. **Service Warranty Limitations**: The ISP is not responsible for damages to equipment caused by misuse, electrical surges, or unauthorized modifications.
6. **Right to Modify Terms & Conditions**: The ISP can amend service terms, including tariff changes, with prior notice and regulatory approval.
7. **Confidentiality & Legal Compliance**: The ISP can share user information if required by law enforcement agencies.
8. **Subcontracting Restrictions**: Users cannot transfer their service rights to another party without the ISP’s consent.
9. **Service Withdrawal**: The ISP can withdraw services with regulatory approval and sufficient prior notice.

PTA requires ISPs and telecom providers to maintain a high standard of service, with minimal downtime. Some key points include:

* **Quality of Service (QoS) Requirements**: PTA has specific uptime and service quality standards that ISPs must meet.
* **Uptime Expectations**: Typically, telecom providers must maintain **at least 99% uptime** annually, meaning downtime should not exceed **about 87.6 hours per year** (~7.3 hours per month).

**2. Acceptable Downtime for ISPs**

For ISPs like **ACS Networks PVT LTD**, the downtime should ideally be:

* **99.9% uptime** → Maximum **8.76 hours of downtime per year** (~43.8 minutes per month).
* **99.99% uptime** → Maximum **52.6 minutes per year** (~4.38 minutes per month).

**Please be aware that these terms and conditions are subject to change. Any updates or modifications will be communicated through our official channels. By continuing to use our services, you agree to the revised terms.**

**For further inquiries or assistance, feel free to contact our customer support team.**

**Thank you for choosing our service.**

* **Official Notice – ACS Networks PVT LTD**
* It has come to our attention that **certain individuals are falsely claiming** to have a partnership, business relationship, or financial dealings with ACS Networks PVT LTD. **We strongly reject and deny any such false claims** and hold no responsibility for any misleading statements made by unauthorized persons or entities.
* We had already **clearly announced four months ago** and prior to that in **March** that if we ever authorize anyone to use our network, services, or infrastructure, it will be publicly declared in the community and on all official platforms. **No such announcement has been made, and no such partnership exists.**
* **Legal Warning:**
* Any individual who misleads the public with false claims can be held legally accountable under the **Pakistan Penal Code (PPC) Section 420 (Cheating and Fraud), Section 468 (Forgery of Documents), and Sections 499 & 500 (Defamation).** If anyone has valid legal proof of their claims, they must present it, otherwise, **they will be subject to legal consequences for making fraudulent statements.**
* This clarification applies to **all customers, dealers, staff members, and any concerned individuals.** We had previously made this clear in **March and again four months ago** that **except for our officially employed staff, no one is associated with ACS Networks PVT LTD in any capacity.**
* **Final Warning:**
* If, in the future, any individual or entity falsely claims to have a partnership, agreement, or business affiliation with ACS Networks PVT LTD, **we will consider it fraudulent, deceptive, and misleading.** We reserve the right to take **strict legal action** against such individuals.
* **This is our final and official stance. There is absolutely no room for confusion or false claims.**
* **By using our internet connection service, you acknowledge that you have read, understood, and agreed to comply with the Miscellaneous Provisions policies outlined in these rules and regulations. The Service Provider aims to establish clear and comprehensive terms to govern the internet connection service effectively. For any inquiries or concerns related to miscellaneous provisions, please contact our dedicated Support team through the designated communication channels provided on our website. Thank you f or choosing ACS-NETWORKS-PVT-LTD as your trusted internet service provider**