



CUSTOMER REGISTRATION FORM & AGREEMENT

SBP
Ref No.

Account/ Customer Name: _____

Primary Contact's Full Name: _____

Billing Address: _____

City _____ PIN _____ State _____

Contact Person: _____ Email: _____ Phone: _____

Installation Address: _____

City _____ PIN _____ State _____

Contact Person: _____ Email: _____ Phone: _____

Purpose (circle one): Business Personal Commercial Other (specify) _____

Specify Plan: _____ **Specify Area code requested:** _____

Is International calling required outside of the Plan? YES NO

Broadband Provider: _____ Type of modem: _____

Monthly Plan Fee*: _____ Set up Fee* _____ Security deposit _____

Payment: Cash Check Pay Order Amount _____ Number _____ Dated _____ Bank _____

I/We understand and agree Unlimited plans are not meant for commercial usage like Call Centers, PCOs, Cyber Cafes etc. WPISPL reserves the right to disconnect the services without any notice in case I/ we use Unlimited plan commercially. Further, I/ we declare that information provided by me/ us in this form are true to the best of my/our knowledge and the terms and conditions as mentioned overleaf are read, understood and accepted in totality by me/us.

Date & Stamp

Name, designation and signature of the Customer

Enclosures: Copy of Certificate of Incorporation (in case of Corporate) OR Copy of Identification Proof of Signatory (in case of others)

Please see overleaf for Terms & Conditions

For Internal Processing

<i>Sales</i>	<i>Accounts</i>	<i>Admin</i>	<i>IT</i>	<i>CCC Deptt</i>
	<i>Adjustment:</i>	<i>Mac ID:</i> <i>Type of CPE:</i>	<i>Virtual Number:</i>	<i>Comments:</i>

*** EXCLUSIVE OF TAXES**

TERMS AND CONDITIONS

(A) CUSTOMER (as named in the front of this Agreement and hereinafter "Customer")'s OBLIGATIONS: Customer:

1. Understands that the Internet Telephony is governed by ISP (including Internet Telephony) and other applicable licenses and laws of the Indian Government (Department of Telecommunications). Customer shall therefore ensure compliance to such license conditions and laws and also ensure that Internet Telephony service (hereinafter "Service") provided by World Phone Internet Services Pvt. Ltd. (herein after "WPISPL") is not connected with PSTN (Public Switch Telephony Network). Any infringement would result in termination of Service without any notice. This will be in addition to any action taken by the Government, or under the Law.
2. Understands further that under no circumstances shall WPISPL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use Service or any part thereof, or Customer's reliance on or use of information, services or merchandise provided on or through Service, or that results from mistakes, omission, interruption, errors, defects, delays in operations, or transmission, or any failure of performance.
3. Customer will pay to WPISPL for taking Service from them at the prescribed rate under different Plans, as described on the face of this form. Rates may be revised from time to time. Customer will be informed in writing, through any means of communication possible, in case the rates are revised. Details pertaining to Customer's account can be ascertained by him from the website www.worldphone.in. Payment must be received by the due date to avoid suspension/ disconnection of the service. Non-receipt of the invoice by customer cannot be a reason for non-payment. Invoices/ account statements are posted on the website www.worldphone.in and the customer can access the same by logging in the website.
4. Understands that the date of creation of Account is deemed to be the date of this Agreement.
5. Understands that it is the Customer's responsibility to get bandwidth connection from the nearest available source. The bandwidth should be sufficient (minimum 32-36 Kbps pure uplink) with low latency (less than 500ms to USA) to provide requisite quality call. The Customer Premises Equipment (hereinafter "CPE") needs real / private dynamic IP to work, which has to be provided by the Customer.
6. Understands that the Customer will make payment, for Service, in favor of **World Phone Internet Services Pvt. Ltd, payable at New Delhi**. If the payment is made in cash, Customer must insist to have a proper/ valid receipt against cash payment and submit the same with WPISPL as and when requested by WPISPL. The Customer may make the payment also by purchasing vouchers available at World Phone, Authorized Agents or websites.

(B) EXIT CLAUSE: This Agreement is valid unless terminated by WPISPL or Customer as per this clause and "Disconnection Terms" mentioned elsewhere in this Agreement. WPISPL or Customer can terminate this Agreement by giving one month notice. Customer is liable to pay service fee for one month, if he desires to terminate or terminates this Agreement without giving one month notice.

(C) DISCONNECTION TERMS

- a. WPISPL retains the right to terminate this Agreement immediately in case of Customer's default under clause 3 of 'Customer's Obligations'.
- b. Termination by WPISPL can also be effected immediately under clause 1 of 'Customer's Obligations'.
- c. Any loss of business suffered by the Customer due to disconnection affected under clause a & b in "Disconnection Terms" will be his own responsibility and so borne by him. Disconnection of Service under Disconnection Terms a & b will not require any notice and no refund will be given to the Customer for unused portion of Service.

(D) APPLICABLE LAWS

The laws of India shall govern this Agreement. The parties shall submit to the exclusive jurisdiction of Courts in New Delhi. The Customer shall abide by all the applicable laws, rules and / or regulations and shall keep WPISPL indemnified against any damage, loss and claims arising out of its negligent acts or omissions. The Customer must indemnify WPISPL against any claims or legal proceedings arising from provision of Service, which are brought against WPISPL by anyone using Service under or through Customer because:

1. Service is used in breach of terms /conditions in this Agreement.
2. Service is faulty and cannot be used by a third Party.

(E) FORCE MAJEURE

WPISPL shall not be responsible or liable for any failure on its part to fulfill its obligations contained herein if such failure is on account of a force majeure event. Force Majeure shall mean such unforeseeable occurrences beyond the reasonable control of WPISPL such as:

1. Acts of God, natural catastrophes, frequency interference from external source, epidemics, earthquakes;
2. Strikes and blockades; either by WPISPL personnel or others affecting Service.
3. War or war-like conditions, mobilization, revolutions or riots, acts of public enemy, sabotage, terrorism;
4. Restriction by or actions, omissions or interventions of Indian public authorities (including but not limited to changes in laws, regulations or import / export, security restrictions).
5. Disconnection or deterioration of service by WPISPL's vendor.

INSTRUCTIONS TO FILL THE FORM

Account/ Customer Name should be the name under which the account is to be opened.

Primary Contact's full name will be same as Account Name in case of individuals; or name of owner/ managing partner in case of non-corporate entities; or the person placing the order in case of corporate entities.

Billing address is the address to which the invoices should be sent. Contact person is the person responsible for releasing payments.

Installation address is the physical address where the service is installed and the person responsible for maintaining that installation.

Specify Plan – please write the name of Plan like "USA Unlimited". Area code requested must include Country and City Code.

In Monthly Plan Fee and Set up Fee; please write Rate/min and Amount WITHOUT taxes.

In Payment; please write the total amount received from the customer INCLUSIVE of taxes and Security Deposit.

Please use the space below to make a network diagram of the existing network.

You must fill up ALL information unless not applicable failing which this form will be rejected and delay your installation.

Network Diagram: