

# Terms and Conditions

## Customer Acknowledgement\*

\*By signing this document, you agree to be bound by the terms and conditions set forth below. STORMFiber may at any time modify this Agreement, and such modifications shall be effective immediately upon posting of the modified Agreement. You agree to review the Agreement periodically and your continued access or use of the Service shall be deemed your conclusive acceptance of the modified Agreement.

1. **Definitions:-**
    - 1.1. "STORM": STORMFiber, Karachi, Pakistan.
    - 1.2. "User": any natural or legal person of organization whose application to enter into this Agreement is accepted by STORM.
    - 1.3. "Service": access to Internet provided by STORM to the User including any value added features introduced from time to time by STORM.
    - 1.4. "IDs/Passwords": such secret code(s), which STORM shall issue to the User from time to time for the purpose of using the service provided by STORM.
    - 1.5. "Equipment" means the ONT, modem, router and/or other equipment provided by STORM for use with the Service. For the avoidance of doubt, the term "Equipment" shall include any router provided to you by STORM that is either rented by you or otherwise required to be returned to STORM upon termination or cancellation of Service, but shall not include any router that you purchase from STORM or a third party.
  2. **Fees, Rates And Charges**
    - 2.1. The subscription fees, usage charges and other fees for the Service will be as stated in STORM's tariff Information, which is subject to change from time to time by STORM.
    - 2.2. User shall pay the monthly service fees and other charges in accordance with the Subscription Plan.
    - 2.3. User shall pay the applicable taxes, if any, on the Service.
    - 2.4. STORM may charge nominal fees for service modification such as changes in subscription plans, etc.
  3. **Billing and Payment:-**
    - 3.1. The billing cycle will be activated from the day when services are activated and acknowledged by customer.
    - 3.2. Billing Statements will be sent through email registered at the time of subscription along with the intimation to the registered contact number and same can be accessed at [www.STORMfiber.com](http://www.STORMfiber.com), which User may access through his account portal. STORM may send Billing Statements to User at his billing address written in his Subscriber Application Form.
    - 3.3. If User disputes the Billing Statement, User shall submit to STORM within 05 days from Billing Statement date a letter identifying the disputed portions and submitting substantiation for the reason for the dispute. Otherwise, the Billing Statement shall be final and conclusive. Any disputed amount resolved in favor of the User shall be adjusted in the next Billing Statement. Any disputed amount determined to be payable to STORM shall be paid within 7 days of the resolution of the dispute. Otherwise, said amount shall be considered overdue.
    - 3.4. In case Service is discontinued or terminated for any reason, all unpaid bills, applicable fees and penalty charges shall immediately become due and demandable, without prejudice to the right of STORM to bill the User by way of supplementary bills for unpaid charges STORM discovers thereafter.
    - 3.5. The Subscriber shall pay for all fees and charges by the due date indicated in the Billing Statement.
    - 3.6. STORM reserves the right to suspend or terminate the services to the User if he/she has arrears in payment of subscriptions and the account is suspended for a period of 30 days.
    - 3.7. The billing cycle will remain active throughout a calendar month, which means making payments regularly every month into the account in order to keep the User id operational, even if there is no usage for the subsequent month.
    - 3.8. Any payments made to STORM are nonrefundable.
    - 3.9. Any new Federal / Provincial Government taxes/rates/levies or any increase in the same shall have an impact on the prices mentioned in the agreement
    - 3.10. Payments are accepted through cash prescribed bank branches/collection agents, ATMs and online portal.
  4. **Authorized User, Account Use, and Responsibilities.**
    - 4.1. User acknowledge that User is eighteen (18) years of age or older and that User has the legal authority to enter into this Agreement. User agrees promptly to notify STORM whenever User's personal or billing information changes.
    - 4.2. User is responsible for all use of Service and account, and to pay for all activity associated with User's account. User agrees to comply with all applicable laws, regulations and rules regarding User's use of the Service.
    - 4.3. The User shall be responsible for the security of the consumer premises equipment and other devices issued by STORM ("Equipment"). All usages of the Equipment and of the Service shall be conclusively presumed made by and/or authorized by the User, who shall be liable for all charges arising from said use.
    - 4.4. Customer will be charged a fixed fee against the Equipment for 12 months, after which fee will be waived off.
    - 4.5. Ownership of Equipment shall remain with STORM and User shall hold it in trust for and in behalf of STORM and shall shoulder the repair or replacement costs thereof for the period of 12 months.
    - 4.6. Repair, Maintenance and Warranty — User shall, as possessor and actual User of the Equipment, shoulder repair or replacement costs arising from any loss or damage to the Equipment, whether due to fire, theft, vandalism, accident, or negligence by the User or any other person aside from STORM. The costs of repair or replacement will be charged to User at the time repair or replacement is sought.
    - 4.7. Notice of Loss — User shall, immediately upon discovery of any loss or theft of the Equipment, report the same to STORM through STORM's Customer Service Hotline, or through any STORM Business Center, followed by submission of a Notice of Loss within 24 hours from discovery of the loss. User shall continue to be responsible and liable for any use of the Service for a period of 24 hours after STORM's receipt of the notice of loss. User shall remain liable for the Monthly Service Fees during the period of temporary disconnection.
    - 4.8. Encumbrances and Transfer of Ownership — User shall not transfer or encumber the Equipment or any right arising from the subscription, without STORM's prior written consent. STORM reserves the right not to honor any such transfer or encumbrance without its prior consent, and to immediately disconnect the Service.
    - 4.9. User shall not resell or re-distribute the Service, whether temporary or permanent or for no value, without STORM's prior written consent.
  - 4.10. User shall abide by the generally accepted standards of conduct and usage of the Service by not sending any message or material that is defamatory, invasive of privacy, obscene or offensive, or which contains viruses, worms and or any other computer code, files or programs designed to interrupt, destroy or limit days to revise the package as per their choice
- the functionality of the Equipment, any software or hardware, or of STORM's network. The User is specifically prohibited in setting up any webserver or similar servers for file sharing, gaming or for any other purpose. User warrants that Storm has the right to suspend services on such account
5. **Privacy Policy / Legal Compliance.**
    - 5.1. STORM reserves the right to provide account and User information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with regulators and law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the STORM network consistent with applicable law. In addition, STORM is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the Pakistan laws. We reserve the right to report any such information, including the identity of Users, account information, images and other facts to law enforcement personnel. User is required to abide by all the applicable laws and any misuse of the services by the User, Storm shall not be held responsible.
  6. **Representation and Warranties:-**
    - 6.1. While every care is taken by STORM in the provision of the Service, STORM shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension or termination of the Service or otherwise for any reason whatsoever, or for the contents, accuracy or quality of information available, received or transmitted through the Service.
    - 6.2. The User shall be solely responsible, and STORM shall not be liable in any manner whatsoever, for ensuring that in using the Service, all applicable laws, rules and regulations and all the terms not limiting to those prescribed Pakistan Telecommunications Authority for the use of any telecommunications systems, service or equipment shall be at all times complied with.
    - 6.3. While every care is taken by STORM in the provision of the service, STORM shall not be liable for any misuse of User's account.
  7. **Exclusions and/ or Limitations of Liability**
    - 7.1. STORM reserves the right to disconnect the Service at any time should any Equipment and/or other User equipment or paraphernalia be found to cause harmful interference to STORM's network or to cause degradation in the quality of Service. User agrees to hold STORM free and harmless from any liability arising from such disconnection.
    - 7.2. STORM is not responsible for loss of data. User shall be responsible for backing up his own data files in a location not provided by STORM.
  8. **Termination:-**
    - 8.1. The start dates of service will be the dates that the link is activated and acknowledgment has been provided by USER
    - 8.2. This Agreement shall remain in force until terminated according to the terms contained herein.
    - 8.3. The User may terminate the service by contacting STORM's Customer Service Hotline, or through any STORM Business Center and upon immediate return of the Equipment.
    - 8.4. Should the User be in breach of any of the terms, STORM may terminate the services immediately without any termination damages and without prejudice to STORM's rights to damages for such breach.
    - 8.5. STORM reserves the right at any time and without assigning any reasons to terminate this service.
    - 8.6. If the account is suspended for a period of 30 days, then in that case, the account would be terminated altogether, without any prior notification and User shall immediately return the Equipment to STORM.
  9. **Assignment**
    - 9.1. The Service and the IDs/Passwords issued to the User shall not be assigned to any other party without the prior written consent of STORM.
  10. **Variations**
    - 10.1. STORM at its exclusive discretion shall have the rights to amend the terms and conditions herein at any time upon notice (in such form as may be determined by STORM) to the User.
  11. **Force Majeure**
    - 11.1. STORM shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the reasonable control of STORM, including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lighting, equipment failure, computer software malfunction, electrical power failure, telecommunication line failure, riot, strikes, lock-outs, industrial disputes (whether or not involving STORM employees) or epidemics of infectious diseases.
  12. **Amendments**
    - 12.1. These Terms and Conditions are subject to change by STORM management without prior notice and without assigning any reason thereof.
  13. **Law**
    - 13.1. This agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
  14. **Notice**
    - 14.1. Any notice by either party to the other shall be served by sending the same by fax and registered mail or courier service at the address of the party herein above or at any changed address as notified by the respective party to the other and the notice so given shall be deemed to have been properly served and received by the respective party.
  15. **Voice Terms & Conditions**
    - 15.1. User confirms that the use of the Service (including all content transmitted via the voice service) shall comply with all applicable laws and regulations of Pakistan Telecommunication Authority (PTA)
    - 15.2. In case of any misuse of the services the User shall be liable and shall pay all the charges as applicable to continue enjoying un-interrupted services
    - 15.3. Charges for the call made in additions to the free minutes in a package or bundle shall be applicable as per actual rate
    - 15.4. Volume details consumed by the User can be viewed in the My Account Section
  16. **Bundles & Packages:**
    - 16.1. All triple play bundles and packages will be upgraded unless the User notifies Storm within 15