

INTERNET SERVICE PROVIDER LICENSE



**Bangladesh Telecommunication
Regulatory Commission**



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

No. BTRC/LL/ASP/14.32.0000.007.55.182.15.171

Date: 27 - 06 - 2016

LICENSE FOR PROVIDING INTERNET SERVICE

In exercise of the powers conferred by section 36 of the Bangladesh Telecommunication Regulation Act, 2001, the Bangladesh Telecommunication Regulatory Commission, hereinafter referred to as the Commission, upon consideration of their application dated 21.12.2014 and payment of license fee and other charges, is pleased to grant Paradise Technologies Ltd. having its Registered Head Office at 34, Kamal Atatürk Avenue, Awal Center level - 11, Banani C/A, Dhaka.

LICENSE

For a period of 5 (five) years with effect from the 27th day of June 2016 to 26th day of June 2021 and thereafter endorsable from year to year

TO

Build, maintain, operate and provide Internet Service, hereinafter referred to as the Service, for Internet and Domestic Data Communication Service of point- to- point Domestic Data Circuit (excluding Voice Communication) throughout ISP Nationwide, subject to the following terms and conditions.

TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATIONS

For the purpose of this License, the following terms shall, unless repugnant to the context, have the meanings set forth below:

- "Act" means Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)
- "License" means this ISP License.

- c) The term “or” shall include “and” but not vice versa.
- d) Singular number shall include plural number and vice versa.
- e) “Person” includes an individual having natural personality, a partnership, society, company, corporation, co-operative society and statutory body.
- f) “Regulations” means the Regulations made under the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001).
- g) Any reference in this License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.
- h) References to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.

2. DURATION AND NATURE OF THE LICENSE

- 2.01. Unless otherwise cancelled or surrendered by the Licensee earlier this license shall remain valid for 5 (five) years as mentioned above, subject to timely payment of necessary fees, charges, etc., and compliance by the Licensee with the terms and conditions as may be prescribed by the Commission from time to time.
- 2.02. An application for annual endorsement of License, along with all relevant documents and fees, shall have to be submitted to the Commission by the Licensee on or before *..26th June....* of each year. If application for annual endorsement is not submitted by the Licensee within the stipulated time the License shall not be eligible for consideration for renewal.
- 2.03. This License is not transferable and any such transfer of this License shall be void and the License so transferred shall stand cancelled.
- 2.04. This License is issued on non-exclusive basis, that is, the Commission may grant similar License in favour of other applicant(s) for the same service in the same area.

3. RESPONSIBILITIES OF THE LICENSEE

In addition to the responsibilities and obligations specified in relevant Laws, Regulations and in other clauses of this License, the Licensee shall have the following responsibilities:

- 3.01. The Licensee shall not provide any service other than those specified in this License.
- 3.02. The Licensee shall obtain separate license for radio equipments subject to the availability of frequency and Frequency Allocation Plan in force.
- 3.03. The Licensee shall establish and maintain interconnection with suitable Internet Exchange and the use of such interconnection shall remain limited to communication of internet and data only. The Licensee shall submit the interconnection agreement to be concluded between the Licensees and the IIG / NIX Operator to the Commission for vetting and without prior vetting of the Commission such agreement shall not be effective.

- 3.04 The Licensee shall not bypass licensed IIG in transmitting international incoming and outgoing data.
- 3.05 The Licensee shall obtain IP address, Domain name, etc., from the competent authority.
- 3.06 The Licensee shall be responsible for installation, testing and commissioning of all the equipments to provide the service. The Licensee shall supply to the Commission copies of literature, drawing, etc., of the equipments installed for commissioning of the service.
- 3.07 The Licensee shall start providing the service to its subscribers within 6 (six) months of issuance of this License and shall inform the Commission, in writing, the proposed date of commissioning of the service at least 30 (thirty) days ahead.
- 3.08 The Licensee shall submit to the Commission detail report of performance tests conducted by it at least 30 (thirty) days before commissioning of the service.
- 3.09 The Commission may conduct testing of any or all equipment or installations of the Licensee.
- 3.10 The Licensee shall carry on providing the Service with standard and qualities to the subscribers and cover the Service areas according to rollout plan within time frame. At least 5% of the total subscriber must be from the rural and sparsely populated areas.
- 3.11 The Licensee shall clearly indicate to the subscribers at the time of entering into contract with such subscribers the specifications of the Service, including uploading and downloading speed, and the ways of lodging complaints by the subscriber and time chart of rectification of defects by the Licensee.
- 3.12 The Licensee shall not refuse connectivity to anybody within the service area unless such connectivity is legally untenable or technically not feasible.
- 3.13 The Commission shall have the right to check and measure the quality of service provided by the Licensee at any time during the currency of the license.
- 3.14 The Licensee shall submit to the Commission half yearly report, within the thirty-first of every July and January, on the quality of service offered to its subscribers indicating the levels of performance achieved during the preceding half year.
- 3.15 The Licensee shall submit progress report of the coverage area and number of subscribers within 15 (fifteen) days following end of every 6 (six) months during the validity of license to the Commission.
- 3.16 The Licensee shall furnish necessary information, statement of accounts and other related matters, papers and documents as may be sought for from time to time by the Commission.
- 3.17 The Licensee shall ensure prevention of browsing obscene images through their network and take adequate precaution and preventive measures against communication of false and threatening message to the end users.

- 3.18 The Licensee shall be responsive to the complaints lodged by the subscribers and maintain log of all complaints chronologically with details of action(s) taken indicating date and time on each complaint.
- 3.19 The Licensee shall take adequate steps to prevent harmful emission from their system hazardous to environment and shall take special care in respect of storage, usage and disposal of batteries to be used in the installations and systems of the Licensee.
- 3.20 The Licensee shall refrain from causing interference with the systems of other operators licensed by the Commission or the systems of Government agencies.
- 3.21 The Licensee shall not do anything while providing internet and data service which is against the national security and interest.
- 3.22 The Licensee shall submit the audit and performance report for each financial year to the Commission within 4 (four) months of the following year.
- 3.23 The Licensee shall pay the Commission all charges and fees within the time to be stipulated by the Commission for each of such charge and fee.
- 3.24 The Licensee shall take prior permission from the Commission before initiating import of any equipment necessary to perform under this License.
- 3.25 The Licensee shall not sell any equipment imported by it to anybody without prior written permission of the Commission. In case the Licensee intends to sell any equipment it shall apply to the Commission stating the specification of such equipment, particulars of import of the same, reasons for sale and particulars of the prospective buyer.
- 3.26 In cases of failure to provide service or discharge any responsibility under this license or any law for any reason whatsoever beyond control of the Licensee like war, civil commotion, general strike, sabotage, fire, flood, cyclone, tornado, tidal surge, tsunami, earthquake, explosion, epidemic, quarantine restriction, order of the Government or Court or law enforcing agency or the Commission, the Licensee shall, within three days of commencement of any such event, notify, in writing, both the Commission and the subscribers. If duly notified the subscribers shall not have any right to claim any damage from the Licensee. The Licensee shall have to undertake all out efforts to resume the service soon after such event comes to an end or ceases to exist. The decision of the Commission fixing the date from which the service should be so resumed by the Licensee shall be final and binding upon the Licensee. The force majeure events noted in this clause shall not in any way cause extension of the period of this License and shall not be any ground for non-payment or delay in payment of any fee or charge.
- 3.27 If the Licensee intends to cease to provide service under this License, the Licensee shall give notice of such intention, in writing, to the Commission and to the subscribers, if any, 3 (three) months before such intended stoppage of service.

- 3.28 The Licensee shall keep the original copy of this License in the Licensee's registered Head Office and attested photocopies of the same at branch office(s), if any.
- 3.29 The Licensee is not allowed to use VSAT to provide internet and data services. The Licensee is entitled to take lease of the bandwidth from other operators licensed by the Commission. The Licensee shall submit the bandwidth agreement to the Commission for vetting duly. The lease agreement between the Licensee and the other Operator shall not be effective without due vetting by the Commission.
- 3.30 The Licensee, as and when directed by the Commission, shall establish and maintain at its own cost, at the premises of the Commission and of the National Monitoring Centre (NMC), Lawful Interception System including transmission media, other necessary hardware and software for on-line and off-line monitoring of the throughput.

4. MISCELLANEOUS

- 4.01 The Commission or its authorized representatives shall have right of unrestricted access to the licensee's installations for monitoring and inspection without any prior notice. The Licensee shall provide all sorts of cooperation and assistance for inspection and monitoring.
- 4.02 The Licensee shall provide copies of records, documents and other information relating to the licensee's business relating to this license as required by the Commission.
- 4.03 The Commission reserves exclusive right and authority to fix and change the fees, tariff and charges of the License from time to time.
- 4.04 The Licensee shall submit to the Commission in writing a tariff plan for necessary approval before providing any service. The Licensee shall not alter the tariff and other charges without the prior approval of the Commission.
- 4.05 The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of this License and also to incorporate new terms and conditions as may be necessary for the interest of national security, or public interest, or any other reason whatsoever in consonance with the provisions of relevant laws of the land.
- 4.06 The Licensee shall comply with all terms and conditions of this License, applicable laws including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 4.07 The Commission reserves exclusive right and authority to explain or interpret any provision of this License. If any confusion arises regarding the actual sense or import of any provision of this License the explanation of the Commission shall be final and binding on the Licensee.
- 4.08 Violation of any of the conditions of this License shall render the License to be cancelled.

- 4.09 If any involvement of the Licensee with any unlawful activities, including illegal call termination or origination or bypassing the Internet Exchange licensed by the Commission is found through any inquiry or investigation or search, this license shall be cancelled and other lawful actions against the Licensee shall follow.
- 4.10 In addition to the grounds described above, this License may be cancelled for any reason(s) including but not limited to those described below:
- a) in the event of the Licensee's liquidation, bankruptcy or state of insolvency, or in the event that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
 - b) in the event the Licensee ceases to carry on business of providing internet or data service; or
 - c) in the event the Licensee denies / refrains from duly complying with any decision or directive of the Commission.
- 4.11 Cancellation of License, for any reason whatsoever, shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force. Cancellation of License shall not relieve the Licensee from any obligation accrued and due under law or this License.
- 4.12 In case the original copy of this License is lost or destroyed the Licensee shall record information of such loss or destruction in the General Dairy of the police-station within the jurisdiction of which such loss or destruction occurs and publish the same information in one Bengali and one English national dailies and apply to the Commission for a certified copy of this License with a fee as specified by the Commission and the Commission, being satisfied about the veracity of the occurrence, shall issue a certified copy of this License.
- 4.13 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed/issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.

This License shall be governed by and construed in accordance with the laws of Bangladesh. This license is issued with the approval of the appropriate authority.

Signed on this ...27th..... day ofJune....., 2016
for and on behalf of the

Bangladesh Telecommunication Regulatory Commission


27/06/2016
Deputy Director

Legal and Licensing Division

BTRC

(Shazeda Parvin)

Deputy Director

Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

Bangladesh Telecommunication Regulatory Commission

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