BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

OPERATOR LICENSE

FOR

INTERNET SERVICE PROVIDER (ISP)

ISSUED

TO

Hello Vision Dot Net

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON

31st DAY OF May, 2022

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

OPERATOR LICENSE FOR INTERNET SERVICE PROVIDER (ISP)

LICENSE NO:	14.32.0000.702.47.682.22.219	**DATE:**	31.05.2022

In Exercise of the Powers
under section 36 of the Bangladesh Telecommunication Regulation Act, 2001
(Act No. XVIII of 2001)
BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
is pleased to grant the license in favour of

Hello Vision Dot Net (Upazila/Thana ISP)

represented by its Proprietor/ Partner/ Managing Director/ Chairman/ CEO having registered office at

House-54, Blok-A, Road-1, post office: kulabail, Fatullah, Narayanganj

as an Operator of
Internet Services
in Bangladesh
whereby it is authorized
to establish, maintain and operate the associated systems and
to provide services as specified in this license
ON NON-EXCLUSIVE BASIS
under the terms and conditions given in the following pages
including the schedules annexed hereto.

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BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

No. 14.32.0000.702.47.682.22.219 Date: 31.05.2022

INTERNET SERVICE PROVIDER (ISP) OPERATOR LICENSE

(Issued under section 36 of The Bangladesh Telecommunication Regulation Act, 2001)

The Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the "Commission") has been empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (hereinafter referred to as the "Act") to issue Licenses for the operation and provision of telecommunication services.

Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License on Internet Services.

Therefore, in exercise of the powers conferred by Section 36 of the Bangladesh Telecommunication Regulation Act, 2001, the Commission upon consideration of their application dated 28.11.2021 and payment of license acquisition fee and other charges, is pleased to grant Hello Vision Dot Net having its registered head office at House-54, Blok-A, Road-1, Post office kutabail, Fatullah, Narayanganj.

LICENSE

For a period of 05 (five) years with effect from the 31st day of May, 2022 to 30th day of May, 2027

To

Build, maintain and operate Internet Services, hereinafter refer to as the service for internet throughout Fatullah Upazila/Thana subject to the following terms and conditions:

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1. SCOPE OF THE LICENSE

1.1 The Licensee shall provide all types of internet/ data services and all types of IP based services to the end users.

1.2 The Licensee shall take lease the transmission network from the NTTN operator(s). However, in case of unavailability of NTTN services, the ISP operators are entitled to provide its service by following the provisions of Infrastructure Sharing Guideline. The licensee can use Wi-Fi service/ technology to serve its customers following appropriate instruction and permission from the Commission.

1.3 The Licensee shall provide the internet/ data service to the users by using last mile connectivity whose length shall be limited to approximately 03 (Three) km for metropolitan areas and 06 (Six) km for other locations except metropolitan areas. In case of last mile connectivity, the licensee shall follow all instructions, orders, directives of the local authority.

2. DURATION OF THE LICENSE

The duration of the License shall initially be for a term of 05 (five) years unless and until cancelled by the Commission earlier.

3. RENEWAL OF THE LICENSE

3.1 The Licensee shall apply before 180 (One hundred and eighty) days of the expiration of duration of its License for renewal or else the License shall stand cancelled after the expiry date of the License as per law. If the Licensee continues its business thereafter without valid License, penal action shall be followed.

3.2 Upon expiry of the initial term mentioned in Clause No. 2, the ISP License may be renewed for subsequent terms, each of 05 (five) years in duration subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/ or by the Government/ Commission under the Act in the time of each renewal. The application form with necessary information is given in APPENDIX-3 of the Guideline.

4. FEES AND CHARGES

4.1 The Licensee shall be required to pay necessary fees and charges to the Commission. The Fees and Charges are non-refundable. The details of fees and charges are summarized in the table mentioned in the Clause No. 16 of the Guideline.

4.2 The fees and charges as described in the guidelines shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as fine to the Commission. If the amount along with late fee is not paid within the 60 (sixty) days as stipulated, such failure may result in stand cancellation of the License.

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5. BANK GUARANTEE

5.1 The licensee shall submit a Bank Guarantee as mentioned in Clause No. 16 of the guidelines in favour of Bangladesh Telecommunication Regulatory Commission (BTRC) within 30 (thirty) days from the date of issuance of the license in a prescribed form (APPENDIX-5 of the Guideline) issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]. This Guarantee is irrevocable and shall remain in force for the total tenure of the ISP License.

5.2 This Bank Guarantee shall be in force initially for 03 (three) years from the date thereof. On the very next date of completion of the initial term, the Licensee shall submit Bank Guarantee for the subsequent 03 (three) years and in this way shall continue submitting Bank Guarantees for each of the remaining and subsequent term of the ISP License.

5.3 This Bank Guarantee will serve as security deposit for dues annually payable under the terms and conditions of the License. In case of failure to make payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for each year or fraction thereof. ***The Commission may encash the Guarantee to any extent to realize the outstanding dues/ fines as well.*** When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the License.

6. COMMENCEMENT OF OPERATION

The Licensee shall commence operation within 06 (six) months from the date of issuance of the License. Time extension may be considered by the Commission upon receiving of application regarding time extension from Licensee stating reasons thereof, otherwise License may be cancelled.

7. SYSTEMS

The Licensee shall be connected to the International Internet Gateway (IIG). The Licensee shall take lease the transmission network from the NTTN operator(s). The Licensee can use Wi-Fi service/ technology to serve its customers following appropriate instruction of the Commission with prior approval from the Commission. The Licensee shall be connected to National Internet Exchange (NIX) for domestic inter-operator data traffic.

8. SERVICES

8.1 The Licensee is allowed to provide all types of internet/ data and IP based services. These include, but not limited to, the following services:

i) Internet Connectivity,
ii) Electronic mail,
iii) News Group,
iv) Internet relay chat,
v) File Transfer Protocol (FTP) based services,
vi) Any innovative bundled service which are IP based,
vii) Instant Messaging

8.2 The Licensee is allowed to provide the following services subject to the prior approval of the Commission:

i) Any other Over The Top (OTT) services
ii) Video Conference

8.3 The Licensee shall have to obtain prior approval issued by Commission regarding Over the Top (OTT) and Internet of Things (IoT) services from time to time until new Regulation/ Instructions/ Directives/ Orders regarding the said Services are issued by the Commission. The ISP Licensee may provide new internet related services with prior permission from the Commission time to time.

8.4 The Licensee shall have to follow the Instructions/ Directives/ Orders issued by Commission regarding Triple Play (Data, Voice & Video) service from time to time.

8.5 The ISP licensee is allowed to provide IPTV services subject to the fulfilment of the conditions of Ministry of Information.

9. TARIFF

9.1 The Commission shall have the right to determine the tariff, in the manner as and when necessary.

9.2 All other conditions for Tariff described in the Clause No. 21 of the Guideline shall also be applicable for the licensee.

10. NETWORK AND CONNECTIVITY

10.1 The Nationwide, Divisional, District and Upazila/ Thana ISP Licensee shall be connected to the licensed International Internet Gateway (IIG) for taking lease of internet bandwidth.

10.2 All the conditions for Network and Connectivity described in the Clause No. 22 of the Guideline shall also be applicable for the licensee.

11. ROLLOUT OBLIGATION

11.1 The licensee shall fulfil the rollout obligations as mentioned in the Clause No. 23 of the Guideline.

11.2 The Commission reserves the right to cancel ISP license if the licensee fails to fulfil the above-mentioned rollout obligations.

12. SHARING OF FACILITIES

12.1 The modalities for sharing infrastructure shall be as per Infrastructure Sharing Guidelines as approved by the Commission.

12.2 The Licensee shall follow the conditions of the Act, any Regulations/ Bye-laws/ Directives/ Instructions/ Permit/ Guidelines/ Orders/ Circulars/ Decisions etc. in case of infrastructure and facility sharing and such conditions as may be imposed by the Commission from time to time.

13. INFORMATION, INSPECTION, REPORTING AND MONITORING

13.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.

13.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to obtain the copies of records, documents and other information relating to the Licensees' business, for the purpose of enabling the Commission to perform its functions under the Act and provisions of the Guideline.

13.3 The conditions for Information, Inspection, Reporting and Monitoring described in the Clause No. 25 of the Guideline shall also be applicable for the ISP licensee.

14. AMENDMENTS

The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of the License prepared based on the Guideline and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions of the Act and Regulations.

15. CHANGES IN OWNERSHIP

15.1 The Licensee shall seek prior written approval from the Commission before making any change in its ownership. Any change in the ownership shall not be valid or effective without the prior written approval of the Commission. In this case the Commission shall follow section 37(2)(i) of Bangladesh Telecommunication Regulation Act, 2001.

15.2 The Licensee shall neither transfer any share nor issue new shares without prior written permission from the Commission.

16. CONSUMER PROTECTION

The conditions for consumer protection described in the Clause No. 29 of the Guideline shall also be applicable for the ISP licensee.

17. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

17.1 The Licensee shall notify the Commission to obtain any loan for deployment of its network. The License and Radio Equipment shall not be assigned or pledged as security. There shall be no liability of the Commission for obtaining any loan from Bank and other financial institution.

17.2 The License and any right accrued there-under shall not be transferred, wholly or partly, without prior permission of the Government, and such transfer, if any, shall be void.

18. LAWFUL INTERCEPTION (LI)

The operational system of the Licensee shall be LI compatible and the licensee shall only be connected with LI monitoring systems LEA premise. The Licensee shall ensure LI Compliance through identification, verification, authorization and monitoring the internet usage of its Wi-Fi subscriber. The Licensee shall comply with Rules/ Regulations/ Bye-laws/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. regarding Lawful Interception (LI) issued from time to time by the Commission or the Government.

19. PARENTAL CONTROL GUIDANCE

The conditions for parental control guidance described in the Clause No. 34 of the Guideline shall also be applicable for the licensee.

20. SUSPENSION, CANCELLATION AND FINES

20.1 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of the License issued under the Guideline and/ or impose fine as mentioned in Section 46(3) of the Act with the prior permission of the Government.

20.2 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.

20.3 All other conditions for suspension, cancellation and fines described in the Clause No. 37 of the Guideline shall also be applicable for the licensee.

21. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

The conditions for impact of suspension and cancellation of License described in the Clause No. 37 of the Guideline shall also be applicable for the ISP licensee.

22. MISCELLANEOUS

22.1 BWA Operators/ Cellular Mobile Phone Operators shall follow their respective guidelines for providing internet and internet related services.

22.2 The Licensee shall comply with all terms and conditions of the license, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission including any new enactments as may be considered expedient and necessary from time to time.

22.3 The Commission reserves exclusive right and authority to explain or interpret any provision of the License, if any confusion arises regarding the actual sense or import of any provision of the License. The explanation of the Commission shall be final and binding on the licensee.

22.4 The licensee shall have to pay Social Obligation Fee as per the regulation or Act imposed by the Government/ Commission from time to time.

22.5 The Commission will take initiative for annual technical, financial and compliance audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical, financial and compliance position of Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/ information for technical and financial audit as per the laws of the land. The directives/ decisions/ instructions of the Commission regarding technical, financial and compliance audit shall be binding on the Licensee. The audit team authorized by the Commission shall have the access to the computerized accounting system of the Licensee as and when deemed necessary by the Commission.

22.6 All correspondence shall be in writing and shall be sent to the licensees' registered place of business. However, in required cases, electronic means of correspondence (e-mail etc.) shall also be used as per the direction from the Commission.

22.7 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.

22.8 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, and charge, expense which may be incurred as a result of or in relation to the activities of the licensee, its employees, agents or authorized representatives.

22.9 The Commission reserves the right at its discretion to make the terms and conditions of the license publicly available in any medium and format whether on the Commission's or any other official government website, in any manner they deem fit.

22.10 Depending on the output of traffic analysis, if licensee understands that International voice/ IP transit traffic either in normal or encrypted format is passing through its system or detect any illegal use of connectivity, the licensee shall immediately report with related supporting documents to the Commission.

22.11 If any condition or term herein is deemed to be invalid, unenforceable or illegal for some reason, that condition or term shall be severable and the remainder of the License shall remain in full force and effect.

22.12 The appendices annexed herewith shall be the integral part of the Guideline.

22.13 The Licensee shall seek written prior approval from the Commission before making any amendment or change in its name.

22.14 If any contradiction arises between existing ISP license conditions and the conditions of this license, then the provisions of the Guideline shall prevail.

22.15 Unless otherwise stated –

(i) All headings are for convenience only and shall not affect the interpretation of the provisions of these guidelines;

(ii) The words importing the singular or plural shall be deemed to include the plural or singular respectively;

(iii) Any expression in masculine gender shall denote both genders;

(iv) Any reference in the guideline to a person shall be deemed to include natural and legal persons;

(v) All references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;

(vi) The term or shall include and but not vice versa;

(vii) Any reference in the License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;

22.16 None of the provisions of the License shall be deemed to have been waived by any act 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 the License shall be construed as a waiver of any other provision or of the same provision on another occasion.

22.17 The Licensee shall pay any fees/ charges imposed by the Government for local authorities. The licensee is not bound to pay any other charges imposed by any other authorities which are not approved by the Government.

22.18 Without prior written approval from the Commission, the licensee shall not be allowed to build/ operate PoP within 01 (one) kilometre area of its existing PoP.

22.19 All pornography related websites shall be blocked and stopped by ISP licensee with the help of their respective bandwidth provider i.e International Internet Gateway (IIG)/ National Internet Exchange (NIX) Operator.

22.20 No person shall obstruct to or interfere in providing ISP services without any legitimate ground. If any person breaches the mentioned provision then it shall be treated as an offence and the person shall be liable to be imprisoned or to be fined or the both as per the laws of Bangladesh Telecommunication Regulation Act, 2001.

22.21 Entities having any of the ITC/ NTTN/ IIG/ ISP licensees shall not provide its services jointly with other ITC/ NTTN/ IIG/ ISP licensees by creating an anti-competitive environment. If such activities are found among the above licensees, the Commission shall take legal actions against the licensees as per law of the land.

22.22 This License shall be an integral part of the Regulatory and Licensing Guidelines for Internet Service Provider (ISP) in Bangladesh and vice-versa.

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 31st day of May, 2022
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Deputy Director
Legal and Licensing Division
BTRC

Sunjib Kumer Singha
Deputy Director (Licensing)
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission