



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

No. BTRC/LL/ISP/14.32.0000.007.55.902.17.185

Date: 25-02-2018

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 07-03-2017 and payment of license fee and other charges, is pleased to grant.....

Belal IT.....having its Registered Head Office atUpazila Gate.....
P/O & P/S:- Birampur, Dist- Dinajpur.....

LICENSE

For a period of 5 (five) years with effect from the.....25th.....day of.....February.....2018
to.....24th.....day of.....February.....2023 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- Zonal (North- West)....., 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 24th February 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.

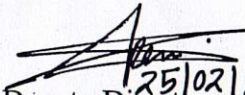
- 4.09 If any involvement of the Licensee with any unlawful activities, including illegal call termination or origination or bypassing the Internet Exchange licensed by the Commission is found through any inquiry or investigation or search, this license shall be cancelled and other lawful actions against 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 this25th..... day of ..February..., 2018
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Belal IT

Proprietor


25/02/2018
Deputy Director
Legal and Licensing Division
BTRC
(Shazeda Parvin)
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission