

## **General Terms and Conditions**

By entering into the Client Agreement, the Client confirms that they have read, understood, accepted and agrees with the General Terms and Conditions and undertakes to fulfill the obligations set out in the General Terms and Conditions.

### **1. Validity and Modification of the General Terms and Conditions for the provision of Services**

- 1.1. The relations between BCC and the Client shall be governed by the laws and regulations of the Republic of Bangladesh, the Agreement, the General Terms and Conditions and the Service Level agreement (SLA);
- 1.2. BCC has the right to unilaterally change the Terms at any time as a result of legislation or practice, a decision of a national authority, technical or substantive developments in a particular area or Services, economic needs after providing adequate notice to the party;
- 1.3. BCC shall notify the Customer at least one (1) month in advance of the amendment of the Terms and Conditions that directly change the terms and conditions of the existing Customer Service Agreement.

### **2. Communication between the Parties**

- 2.1. Communication between the Parties shall take place through the contacts indicated in the Service Level Agreement;
- 2.2. The Client communicates with BCC via a BCC contact person, by telephone, by e-mail or in any other form reproducible in writing.

### **3. Termination of the Agreement**

Each Customer reserves the right to terminate or cancel their service subscription with BCC at any point of time and for any reason through a notice of official service termination letter to BCC providing a 10 days' notice.

On the other hand, BCC reserves the right to terminate, cancel or suspend the service of a Customer for the following reasons:

- 3.1. If the Customer fails to comply with the General terms and conditions and SLA;
- 3.2. If the information system of the subscriber generates any malware or virus or worm or malicious code;
- 3.3. If the information system of the subscriber generates inbound or outbound DDoS traffic;
- 3.4. If the information system of the subscriber generates unexpectedly high traffic packet;
- 3.5. If the information system of the subscriber interrupts other hosted services in the data center;

3.6. if the Customer fails to comply with applicable laws & regulation of Bangladesh.

After termination of the service BCC is not liable for the data of the Customer whose service is already terminated.

#### **4. Billing & Metering**

Refer to Appendix 5 for Service Fee and metering process.

#### **5. Rights and Obligations of the Parties**

##### **5.1. Client Rights**

The Client has the right to consume the Services provided by BCC, the terms of use of which comply with the parameters defined in the Terms and for the use of which the BCC and the Client have entered into an Agreement.

##### **5.2. Obligations of the Client**

- 5.2.1. Customer must comply with other relevant law or policies (e.g. ICT Policy, ICT Act, Information Security Policy, Digital Security Act 2018 etc.) of the Government of Bangladesh;
- 5.2.2. All installed applications and operating systems are properly licensed Govt. application;
- 5.2.3. Servers are sufficiently protected from any type of internet threats;
- 5.2.4. No illegal content is hosted on the servers;
- 5.2.5. No ports are opened that could negatively affect the stability of the VDC system;
- 5.2.6. No illegal applications are installed;
- 5.2.7. Use the Services in accordance with the Agreement, the General Terms and Conditions, the legislation and good practices;
- 5.2.8. To avoid, during the use of the Services, any action that results in any disruption or alteration of the functionality of the Service in a manner that results in any non-conformance with the Service, or aiding or enabling any of the foregoing;
- 5.2.9. The Client shall be liable for the damage caused to BCC by violation of the obligations arising from the Agreements, including the damage caused by the User or a third party who used the Service instead of the Client;
- 5.2.10. If the Customer has independently entered into a contract with a third party to use the service or technical capability that is required for the use of the Service, BCC shall not be liable to the Customer for the malfunctioning or improper functioning of the Service, even if such service or technical solution cannot be used;
- 5.2.11. In the event that as a result of the Customer's unlawful actions (including non-fulfillment of obligations to a third party) the third-party claims against BCC, the Customer shall also indemnify BCC for the losses incurred in connection therewith;
- 5.2.12. Servers are not misused through the non –use or the use of only simple passwords;

5.2.13. When using the Services, the Customer shall be solely responsible for the communication of information transmitted through communications networks, including compliance with the requirements set forth in the legislation regulating copyright, personal data protection and the use of databases.

### 5.3. Rights of BCC

5.3.1. BCC has the right to restrict or suspend the provision of the Service to the Customer in the event that the Customer breaches the terms of the Agreement or any harmful security related issues to National Data Center or abnormal traffic flow or suspected malicious activity etc.;

5.3.2. For information/physical/abnormal traffic flow/malicious security issues and for containment purpose National Data Center authority can suspend or restrict the client/own service immediately until the security issue resolve and agreed by both parties on resolution;

5.3.3. BCC shall not be liable for any damage caused to the Client; if it is caused by:

- A power failure not dependent on BCC;
- Any unpredictable or abnormal risk situation which is not familiar to BCC or client, BCC decision will treat as final to reduce the risk and normalize the situation;
- Failure of communication lines not controlled by BCC (including data communications provider);
- The information provided by the Customer to BCC or third parties, including the public, through the Service is incorrect or unlawful;
- A Service not suited to the needs selected by the Customer;
- Failure by the Customer to implement organizational, physical and IT security measures;
- Any other scenario such as countrywide Network failure, Top Level Domain Failure etc that BCC's states as outside their control.

5.3.4. BCC has the right to restrict or suspend the Service if circumstances beyond BCC's control (e.g. attacks on the Client) may significantly disrupt the services of other clients of BCC, provided that the situation cannot be reasonably eliminated by less burdensome measures on the Client. BCC will have unilateral right to decide the course of action on this matter.

## 6. Confidentiality and Data Protection

6.1. The Parties undertake to preserve the confidentiality of any information, including trade secrets, which has become known to them in connection with the conclusion and performance of the Agreements, the disclosure of which to the public or to third parties may in any way harm the other Party. The obligation of confidentiality does not extend to information that is designated to the public, is generally known, or otherwise cannot be confidential in nature or is to be transmitted in accordance with law;

6.2. The data or content in the information system is the data of the corresponding Customer; BCC does not have any ownership and liability for the service, data or content managed by the Customer.

## **7. Circumstances of Force Majeure**

Failure or delay in performance of a Party's obligations shall not be considered a breach of the Agreement if it was caused by circumstances of force majeure. Given the specific nature of BCC Customers, only natural disasters, acts of war, terrorism, etc., which render the Contract physically impossible, shall be considered as force majeure, but if they occur, the Parties shall make every effort to comply with their contractual obligations.

## **8. Disclaimer**

BCC cannot be held liable for damages under any circumstances not specifically identified in this agreement. BCC cannot be held liable for the data or file that is located/stored in Customer owned VPS environment.