

Broad terms and Conditions of MTNL, L2-VPN Service Subscription

1. **Definition: L2-VPN Service** – A Layer-2 VPN service based on VLAN tagging which uses Broadband Network and ADSL Modem(Router)
2. IP resources allocated to customer by MTNL are non-portable & shall continue to remain the exclusive property of MTNL.
3. MTNL shall be free to upgrade the service to bring in new features. MTNL may not be in a position to intimate Customer immediately; however it will endeavor to make it known to subscribers through mailers and advertisements.
4. The customer of MTNL Broadband / L2-VPN services is not allowed to resale the Internet Services.
5. The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885 and Information Technology (IT) Act, 2000 & the Indian Telegraph Rules made there under and any amendments or replacements made there to from time to time.
6. The customer is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person using his password.
7. MTNL may revise the tariff for MTNL Broadband / L2-VPN Services from time to time at its discretion.
8. Broadband connection is location specific & customer shall not remove Or, shift any equipment installed by MTNL at the customer's premises (the said location).
9. Customer assumes total responsibility and risk for use of the MTNL Broadband / L2-VPN services. Neither MTNL nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise information or service provided through the Network / internet, any they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the services or in the Network / Internet generally.
10. Notwithstanding anything contained herein, MTNL reserves the right to access information over the network established by the customer, if required in pursuance of the laws of the land, and as specifically provided for under the Information Technology Act, 2000.
11. The customer is prohibited from misusing or copying the software supplied by MTNL, or otherwise be in breach of the protected rights of the company under the copyright Act. The customer shall not indulge in any direct or indirect acts of reverse engineering in this connection.
12. The service is provided on an 'AS IS and AVAILABLE' basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for particular purpose. No advice or information given by MTNL, its affiliates or their respective employees shall create a warranty. Neither MTNL nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
13. Under no circumstances shall MTNL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in anyway from customers use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
14. Payment of bills – it would be the responsibility of customer to make payment to MTNL. MTNL would disconnect the service in case of non-receipt of payment.
15. Force Majeure – if any time, during the continuance of MTNL Broadband / L2-VPN services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, look-out or act of GOD etc. the customer shall not have any claim for damages, against MTNL in respect of such non-performance or delay in performance of MTNL Broadband / L2-VPN Services.
16. Arbitration of Disputes – In the event of any dispute or difference arising out of provisions of MTNL Broadband / L2-VPN services, the matter will be referred for arbitration in terms of section 7(B) of Indian Telegraph Act, 1885 and any amendments made there to from time to time.

GENERAL INSTRUCTIONS

1. Please fill in **CAPITAL LETTERS** Only
2. The form should be submitted to SDE(BB),9th floor, Telecom Bldg., Prabhadevi, Mumbai-400028. Tel. No. 24388817.
3. Please specify the plan to be opted in item A.4 of the Subscription Form. For example: If a customer is interested in L2-VPN Plan for 256 kbps Download speed then the plan opted is as below. Please visit MTNL website for current tariff plans.

VPN DSL - 256

L2-VPN Plan Opted

4. If you are not having an existing MTNL Telephone Line and you have applied/are applying for a MTNL new Telephone Connection (NTC) – a unique Customer Account (CA) No. at the time of Registration of NTC will be allotted and this CA No of 10 digits is to be filled in subscription form.
5. Triband Service / Internet Browsing shall not be available on L2-VPN service telephone line.
6. For each L2-VPN service connection, separate application is to be made.
7. **Availability & Feasibility of Service:**
 - i. Availability of service is subject to subscriber location and technical feasibility.
 - ii. Download Speed is dependent on telephone line length. L2-VPN service will be provided subject to feasibility. In case higher speed is not possible due to distance / line condition than speed achievable and correct plan will be configured & customer will be intimated by mail/ phone from DSL helpdesk.
 - iii. MTNL telephone line will be used for providing L2-VPN service.
8. **Customer Premises Equipment (CPE) Requirements:**
 - i. CPE (ADSL Modem/Router) recommended for a single PC, which requires a USB port in your PC and separate power supply socket.
 - ii. CPE (ADSL Router) recommended for multiple user on LAN setup, which requires a Ethernet port (RJ 45) on your LAN Hub/Switch/PC.
 - iii. Operating System:- Windows 98 SE (Second Edition) & above and Operating System drivers, Internet browsers :- Internet Explorer 6.0 etc.
 - iv. PC hardware required: RAM (128 MB & above), HDD (Min Free Disk Space 500 MB), USB port for ADSL Modem/Router or LAN card for ADSL Router and CD ROM drive. Recommended PC configuration - Pentium-IV or equivalent processor with 256 MB RAM and spare Ethernet port, CD ROM Drive, Windows XP (Home / Professional) operating system with Service Pack-2.
 - v. *In case the PC does not have requisite Software and Hardware, the same is to be got installed by customer at his own cost from PC vendor/ supplier.*
 - vi. If Customer wishes to use his own CPE, compatible CPEs may be ascertained from MTNL web site <http://mtnlmumbai.in/triband/htm/vendors.htm> MTNL shall not be responsible for any complications arising from non compatibility of the CPE Software & Hardware procured from market.
9. Any parallel telephone working should be connected after the Splitter. However, any parallel wiring other than one telephone in the Broadband/ADSL line may lead to reduced download speed & frequent disconnection.
10. LAN infrastructure (Cabling & Ports) up-gradation, reconfiguration would be the customers responsibility.
11. For Registration/Booking of Broadband connection please call MTNL Call Centre “1500” or visit MTNL Customer Care Center of the concerned Area or, MTNL web site <http://mumbai.mtnl.net.in/broadband>.
12. For any **Help/ Assistance** related to L2-VPN Service after activation please contact:- MTNL Broadband /ADSL Internet Services Helpdesk on **Toll free No : 1504 OR 1800-22-88-44** or, mail us at: helpdesk.mumbai@mtnl.net.in
13. For more details log on to: <http://mtnlmumbai.in/triband>