

Account/ Customer Name: _____

Primary Contact's Full Name: _____

Address: _____

City _____ PIN _____ State _____

Contact Person: _____ Email: _____ Phone: _____

Purpose (circle one): Business Personal Commercial Other (specify) _____

Specify Plan: _____ **Specify Area code requested:** _____

Is International calling required outside of the Plan? YES NO

Broadband Provider: _____ Type of modem: _____

Monthly Plan Fee*: _____ Set up Fee* _____

PCO Plan: CPE Type: _____ Billing Machine: _____ Amount*: _____

Call Centre: CPE/Gateway Type: _____ IP Address: _____ Ports: _____

Rate/min*	Landline	Mobile	Pulse	Rate/min*	Landline	Mobile	Pulse
USA				UK			
Australia				Canada			

Username: _____
Password: _____
Amount*: _____

Payment: Cash/ Credit Card Amount _____

I/We understand and agree in totality that Unlimited plans are not meant for commercial usage like Call Centers, PCOs, Cyber Cafes etc. WPISPL reserves the right to disconnect the services without any notice in case I/ we use Unlimited plan commercially. Further, I/ we declare that information provided by me/ us in this form are true to the best of my/our knowledge and the terms and conditions as mentioned overleaf are read, understood and accepted in totality by me/us.

Date & Stamp

Enclosures: Copy of Certificate of Incorporation (in case of Corporate) OR Copy of Identification Proof of Signatory (in case of others)

Name, designation and signature of the Customer

Please see overleaf for Terms & Conditions

For Internal Processing

Sales	Accounts	Admin	IT
	Adjustment:	Mac ID: Type of CPE:	Virtual Number:

* EXCLUSIVE OF TAXES

TERMS AND CONDITIONS

(A) CUSTOMER (as named in the front of this Agreement and hereinafter "Customer")'s OBLIGATIONS: Customer:

1. Understands that the Internet Telephony is governed by ISP (including Internet Telephony) and other applicable licenses and laws of the Indian Government (Department of Telecommunications). Customer shall therefore ensure compliance to such license conditions and laws and also ensure that Internet Telephony service (hereinafter "Service") provided by World Phone Internet Services Pvt. Ltd. (herein after "WPISPL") is not connected with PSTN (Public Switch Telephony Network). Any infringement would result in termination of Service without any notice. This will be in addition to any action taken by the Government, or under the Law.
2. Understands further that under no circumstances shall WPISPL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use Service or any part thereof, or Customers reliance on or use of information, services or merchandise provided on or through Service, or that results from mistakes, omission, interruption, errors, defects, delays in operations, or transmission, or any failure of performance.
3. Understands also that Service is prepaid. Customer will pay to WPISPL for taking Service from them at the prescribed rate under different Plans, as described on the face of this form. Rates may be revised from time to time. Customer will be informed in writing, through any means of communication possible, in case the rates are revised. For making calls other than in the Plan, Customer needs to recharge his/her account with additional vouchers and it is his responsibility to ensure that there is adequate balance in his account for making calls. Details pertaining to Customer's account can be ascertained by him from the website www.worldphone.in. Service will stop if the balance is reduced to a predetermined level. Payments will be made in advance, without waiting for the invoice.
4. Understands that the date of creation of Account is deemed to be the date of this Agreement.
5. Understands that it is the Customer's responsibility to get bandwidth connection from the nearest available source. The bandwidth should be sufficient (minimum 32-36 Kbps pure uplink) with low latency (less than 500ms to USA) to provide requisite quality call. The Customer Premises Equipment (herein after "CPE") needs real / private dynamic IP to work, which has to be provided by the Customer.
6. Understands that the Customer will make payment, for Service, by purchasing the voucher available at World Phone Response Centre, Authorized Agents, or websites. If the payment is made in cash, Customer must insist to have a proper/ valid receipt against cash payment and submit the same with WPISPL as and when requested by WPISPL.

(B) EXIT CLAUSE: This Agreement is valid unless terminated by WPISPL or Customer as per this clause and "Disconnection Terms" mentioned elsewhere in this Agreement. WPISPL or Customer can terminate this Agreement by giving one month notice.

(C) DISCONNECTION TERMS

- a. WPISPL retains the right to terminate this Agreement immediately in case of Customer's default under clause 3 of 'Customer's Obligations'.
- b. Termination by WPISPL can also be effected under clause 1 of 'Customer's obligation'.
- c. Any loss of business suffered by the Customer due to disconnection affected under clause a & b in "Disconnection Terms" will be his own responsibility and so borne by him. Disconnection of Service under Disconnection Term a & b will not require any notice and no refund will be given to the Customer for unused portion of Service.

(D) APPLICABLE LAWS

The laws of India shall govern this Agreement. The parties shall submit to the exclusive jurisdiction of Courts in New Delhi. The Customer shall abide by all the applicable laws, rules and / or regulations and shall keep WPISPL indemnified against any damage, loss and claims arising out of its negligent acts or omissions. The Customer must indemnify WPISPL against any claims or legal proceedings arising from provision of Service, which are brought against WPISPL by any one using Service under or through Customer because:

1. Service is used in breach of terms /conditions in this Agreement.
2. Service is faulty and cannot be used by a third Party.

(E) FORCE MAJEURE

WPISPL shall not be responsible or liable for any failure on its part to fulfill its obligations contained herein if such failure is on account of a force majeure event. Force Majeure shall mean such unforeseeable occurrences beyond the reasonable control of WPISPL such as:

1. Acts of God, natural catastrophes, frequency interference from external source, epidemics, earthquakes;
2. Strikes and blockades; either by WPISPL personnel or others affecting Service.
3. War or war-like conditions, mobilization, revolutions or riots, acts of public enemy, sabotage, terrorism;
4. Restriction by or actions, omissions or interventions of Indian public authorities (including but not limited to changes in laws, regulations or import / export, security restrictions).
5. Disconnection or deterioration of service by WPISPL's vendor.

INSTRUCTIONS TO FILL THE FORM

1. Account/ Customer Name should be the name under which the account is to be opened.
2. Primary Contact's full name will be same as Account Name in case of individuals; or name of owner/ managing partner in case of non-corporate entities; or the person placing the order in case of corporate entities.
3. Installation address is the physical address where the service is installed and the person responsible for maintaining that installation.
4. Specify Plan – please write the name of Plan like "USA Unlimited". Area code requested must include Country and City Code.
5. In Monthly Plan Fee and Set up Fee; as well as in PCO and Call Centre, please write Rate/min and Amount WITHOUT taxes.
6. In Payment; please write the total amount received from the customer INCLUSIVE of taxes.
7. Please use the space below to make a network diagram of the existing network.
8. You must fill up ALL information unless not applicable failing which this form will be rejected and delay your installation.

Network Diagram: