

***KASHMIR* BROADBAND (Pvt). Ltd**

CODE OF COMMERCIAL PRACTICE

The phrase "KBL" refers to Kashmir Broadband Pvt. Limited.

1. Purpose of Code

This Code of Conduct sets out the basic standard of conduct expected of all officials and staff and the Organization's policy on such matters as acceptance of advantages and declaration of conflict of interest.

1.1 Introduction

Kashmir Broadband Pvt. Limited is fully committed to the principle of honesty, integrity and fair play in all its businesses and activities. All officials and staff should ensure that the businesses of the Organization, such as procurement of materials, hiring of staff and services for activities, are dealt with in an open, fair and impartial manner. They should bear in mind that the Organization is accountable to its sponsors, including the government and any private sponsors, and all its members, in the conduct of its activities.

1.2 Mission

Kashmir Broadband is resolute to provide customers with a complete solution to all their current and future Communication needs.

1.3 Vision

“To be the major turnkey communication provider in Kashmir by offering modern, innovative & customized solutions in ICT (information and communications technology) industry for our valuable Customers”.

1.4 Values

1.4.1 Customer Satisfaction

We strive to deliver services according to our customers' needs and deliver service, quality and value beyond their expectations.

1.4.2 Business Excellence

We aspire to the highest standards and raise the bar for ourselves every day. This commitment to delivering world-class quality translates into unmatched service and value for our customers and all stakeholders.

1.4.3 Building Trust & Integrity

KBL commits to set highest ethical standards in a friendly and honest environment, by taking responsibility for our actions & commitments. We build trust with employees, stakeholders & treat everyone equally.

1.4.4 Respect for People

Our relationships drive our business. We respect and esteem our employees and all stakeholders. We believe in teamwork, empowerment and honor.

1.4.5 Corporate Social Responsibility

Society and business health share a symbiotic relationship, and we appreciate the fact that businesses and the community in which they operate are inter dependent on each other. As responsible corporate citizens, we are committed to community service and to fulfill our social responsibility, management of KBL have emphasized on providing free internet to financially needy student. This would enable the financially challenged students to enjoy the internet facilities and stay up-to-date with academia world. The management had also decided to provide internet facilities to rural areas. This would be provided on reduced rate. To fulfill this objective the management would engage with local NGOs and aim to open the world for these backwards communities. The company would also provide free internet to students at their respective campuses.

2. Terms and Conditions

2.1 The availability of services shall be subject to continuous provision from back-end Internet service providers as per SLA or Contract. All Costs, charges and expenses in relation to the external resources/dependencies may affect the fees/charges applied to customers. Some of terms are as follows:

- a) KBL holds the right to change rates / fees charged to customers subject to with prior notice before rate change however customer can cancel the contract if it's deemed too high by customer.
- b) KBL hold the right to deny any connection request without disclosing reasons.
- c) KBL also offer services on *95th percentile billing.

*95th percentile is a way to meter bandwidth usage that allows a customer to burst beyond their committed base rate.
- d) KBL offers services
 - 1. Prepaid billing
 - 2. Postpaid billing
 - 3. Postpaid "*pay for what you use*" e.g. customer is charged against data as per metric (GB or MB).

2.2 The Subscriber is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining **(i)** to the Subscriber's use of the Internet/Data services,**(ii)** to the use of any networks connected to the KBL Internet/Data services, and**(iii)**to the communications means by which the Subscriber connects their modem, PC, terminal or other equipment to the KBL Internet/Data service. Subscriber is responsible for managing all the activity occurring through use of the Internet service, including the activity of Subscriber's users and such user's content. The Subscriber shall abide by all applicable local, state, and national laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. The Subscriber shall notify Company immediately in the event it becomes aware of or suspects any unlawful copying or distribution of illegal content through the Internet service and the Subscriber shall use reasonable efforts to halt such unlawful copying and/or distribution.

3. Senior Management Commitment

- 3.1** "Executive management of Kashmir Broadband shall provide evidence of its commitment to the development and implementation of the quality management system and continually improving its effectiveness by:
- a)** Communicating to the organization the importance of meeting customer as well as statutory and regulatory requirements.
 - b)** Establishing the quality policy,
 - c)** Ensuring that quality objectives are established,
 - d)** Conducting management reviews,
 - e)** Ensuring the availability of resources"

3.2 KBL implements a business management system (ISO 9001, AS9100, ISO 14001, RC 14001, and others) to define how they do business, collect data from their activities, and analyze that data to improve their processes and ultimately become more profitable. The basic programs that all of these standards require is:

- a) Define a quality policy.
- b) Set measureable objectives at all levels of the organization with customer focus and requirements in mind.
- c) Conduct audits of process.
- d) Conduct management reviews of processes, programs, and data.
- e) Based on analysis of all of these topics, assign corrective and preventive action to continually improvement processes/company.

4. Refund Policy

- 4.1** If subscriber orders contract based service KBL will provide Subscriber with the equipment notated on the Order. Such equipment shall at all times remain the Property of the Company and upon termination of service shall be returned to the Company in the same condition as existed upon execution of this agreement, reasonable wear and tear excepted. The Company will maintain and repair such equipment at its sole cost, provided however, that in the event that any such maintenance, repair or replacement is necessitated by the abuse, misuse or neglect of the Subscriber, or any of the hazards identified above, Subscriber shall bear the entire cost of such repair or replacement. In case subscriber is unable to return equipment at the end of contract then amount of equipment will be deducted from security deposit.
- 4.2** We refund security deposit (if any) after deducting any arrears within 30 days after disconnection.
- 4.3** In case of dispute which is caused by breach of contract by subscriber side KBL will try to settle dispute created by customer otherwise no security will be returned to Subscriber. If breach of contract at part of KBL, then KBL will refund customer security within described timeframe.

5. Complaint Management

- 5.1** Customer services is at the core of our business & Customer input received is a major contribution for the company to come with packages and offers which are up to customer expectations KBL will entertain the complaints of the consumer in relation of any service including Misuse of service, Quality of service, Illegal practices, Poor services, Provision of services, Misleading statements, Non-Provision of services, but we will not limited to that issues.
- 5.2** We have complaint handling mechanism offering both direct complaints at office in working hours and complaints via phone (*KBL will not charge for incoming calls however standard network call charges may apply to caller*) 24/7/365 and have dedicated staff for customer support, & customer care call center having a dedicated help line number and web complaints at www.kbl.net.pk or www.kashmirbroadband.net and by online chat feature or emailing at complaints@www.kbl.net.pk for lodging of consumer complains.
- 5.3** The charges for consumers when accessing the help line number will not exceed the tariff determined by PTA. Complaint will be lodged through the allocation of unique complaint number to be communicated to the complainant along with the specific complaint resolve time frame (95% of complaints within 24 Hours & 100% in 72 Hours), will not exceed by 3. We widely publicized and responsive to customer complains in comprehensive and effective manners.

Exceptional Case of Some Complaints

Nature of Complaint	Complaint Resolution Time
Refund of Amount	Within 30 Days
Misleading Statements	5 Working Days
Matter related to Billing	Within 7 Working Days
Misuse of Services	Within 24 Hours
Provision of Services	Within 7 Working Days
Service Quality	Within 24 Hours

6. Interruption/Suspension/termination of Services

6.1 Interruption/Suspension Due to Outages

We believe in provision of quality services to our valued customers. Therefore, we strive for continuous quality improvement through employment of latest technologies. Congestion rate in KBL network is not greater than 3% and KBL maintains network availability 99.45%.

6.1.1 Planned Outages

Any planned up gradation / maintenance involving discontinuation / interruption in the service will be communicated to the customers as a prior notice 30 days before via SMS, phone call or email. Planned up gradations will be carried out in off peak hours.

6.1.2 Unplanned Outages

Any unplanned occurs due to malfunctioning discontinuation / interruption of service will be communicated to the customers within 30 minutes via any available means of communication. Unplanned Outages are divided into 3 categories.

- a) **Critical**-Service is unavailable for more than 80% of customers.
- b) **Major**- Service is unavailable for 50% of customers
- c) **Minor**- Service may effect if alarms are not attended with in specified time.

Critical Outage response time of team is immediate and MTTR (mean time to restore) is 30 Minutes.

Major Outage response time of team is 20 Minutes and MTTR (mean time to restore) is 2 Hours.

Minor Outage response time of team is 40mins and MTTR (mean time to restore) is 3 to 4 hours.

- 6.1.3 Besides this KBL has SLA with service providers, vendors & suppliers having layer 3 expertise, If issue is not resolved within given time, issue forwarded to service providers, vendors/suppliers and they are supposed to resolve within agreed time.
- 6.1.4 We will adequately inform our customers upon their inquiry, and once the outage is over customer will be informed accordingly via any means of communication e.g. SMS. In case our customers face inconvenience due to lengthy outages, we will take necessary measures for providing equitable credits.
- 6.1.5 We provide feedback mechanism to our customers to help us improve the quality of our services.

6.2 Suspension & termination of Services due to nonpayment billing issues or illegal use

- 6.2.1 We send 15 days prior notice using Phone, Email/SMS/Invoice or Personal Visit in case of suspension or disconnection of services and will clearly communicate the reasons for suspension or disconnection along with the action required on the part of that consumer to avoid such suspension or disconnection.
- 6.2.2 We suspend if connection seems to be used for illegal activities or to harm network or connected devices and vice versa with prior intimation to consumer with reason.
- 6.2.3 We only suspend or disconnect services which customer has failed to pay dues other services remain unaffected.
- 6.2.4 We do not charge customer for disconnection of services.

7. Privacy Policy

KBL makes every reasonable effort to protect the privacy of our valued customers. In addition to this KBL endeavors to ensure that its network is secure against deliberate and targeted security breaches and that the customer's personal information is kept safe and confidential as required under the laws included but not limited to Act, Rules and Regulation of Pakistan/AJ&K.

7.1 Information Collection and Use

- 7.1.1** KBL collects personal information when Consumer register or when subscriber use our services.
- 7.1.2** KBL collects information about subscriber transactions including information about Consumer use of products and services that we offer.
- 7.1.3** KBL can use information for the following general purposes: to customize the advertising and content Consumer see, fulfill Consumer requests for products and services, improve our services, contact Consumer, conduct research, and provide anonymous reporting for internal usage.

7.2 Information Sharing and Disclosure

- 7.2.1** The Company may share personal information about Consumer with other people under the following circumstances:
 - a)** We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Company's terms of use, or as otherwise required by law, Federal government, PTA or any agency/body of the state.

b) We transfer information about Consumer if the KBL is acquired, or merged with another company under a different management. In this event, the KBL will notify Consumer before information about Consumer is transferred and becomes subject to a different privacy policy.

c) We reserve the right to send Consumer certain communications relating to the Company's service according to Consumer interest and usage, such as service announcements, administrative messages and the Company's Newsletter, that are considered part of Consumer account, with offering Consumer the opportunity to opt-out of receiving them.

8. Limitation of liability

- 8.1** For any discontinuation / interruption in the service beyond our control we will not be liable to refund / exempt any charges / fees or pay any liability, On suspension beyond contract KBL will immediately intimate PTA.
- 8.2** Misuse of services which is against PTA's rules and regulations is strictly banned & not authorized by KBL. If found any such diversion, we hold the right to cease the provision of service after intimating to PTA immediately after such happen.
- 8.3** Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, improper grounding, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the subscriber to the company for the current month.

9. Steal or lost/loss of equipment

KBL will not responsible of any loss, theft, fire, windstorm, lightning, or other hazard of customer premises equipment, subscriber shall maintain & secure its equipment to avoid such losses Subscriber shall bear all risk of losses.

Same condition applies to KBL equipment's customers are not responsible for any loss to KBL equipment.

10. Intellectual Property

- 10.1** The KBL trademark and logo may not be used without the prior written consent of Kashmir Broadband Private Limited and shall not be used in any manner that is likely to cause confusion or in any manner that disparages or discredits the Company, the logo.
- 10.2** KBL hold legal rights of its logos trademarks, slogan, phrases used in advertising & other documents no one can use or redistribute KBL copyrighted material without permission of KBL. In case of infringement person/company will be held responsible
- 10.3** KBL respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of third parties
- 10.4** All trademarks, brands and names used by KBL, including trademarks, brands and names of affiliates, co-subsidiary, co-branders, partners, advertisers, etc., are the property of their respective owners and the Company claims no right, title or interest to such trademarks, brand and names used.

11. Resolution of disputes

KBL is committed to prompt and fair resolution of all disputes of any nature which may arise during operation .This policy governs all aspects of employment dispute resolution

11.1 An informal complaint process

An informal complaint process involves discussing the issue with an immediate manager to collaboratively understand and resolve issues related to KBL services with customers. This will outline specific steps and objectives, communication styles and behaviors that customers and appointed manager will use in order to effectively resolve conflicts in the informal complaint process.

11.2 A one-up review

This involves discussing the issue with the one-up Manager, again to collaboratively understand and resolve work related issues.

11.3 A formal complaint process

A formal complaint process involves making a formal (written or oral) complaint to an appointed "Executive body", who then conducts an investigation of the complaint and recommends a resolution. He(Executive body) will outline the scope of the investigation, and how issues of confidentiality will be handled during this process. In order to maintain confidentiality a person with specific experience & training in conflict resolution with will be appointed to monitor activities.

11.4 Arbitration

KBL will involve a professional arbitrator who considers both sides of a conflict by (Customer & Company) and issues a binding decision.

12. Commercial practices

12.1 Confidentiality

We are committed to maintaining the highest degree of integrity in all our dealings with potential, current and past customers, both in terms of normal commercial confidentiality, and the protection of all personal information received in the course of providing the business services concerned. We extend the same standards to all our customers, suppliers and associates.

12.2 Ethics

We always conduct our own services honestly and honorably, and expect our customers and suppliers to do the same. Our advice, strategic assistance and the methods imparted through our training, take proper account of ethical considerations, together with the protection and enhancement of the moral position of our customers and suppliers.

12.3 Duty of care

Our actions and advice will always conform to relevant law, and we believe that all businesses and organizations, including this consultancy, should avoid causing any adverse effect on the human rights of people in the organizations we deal with, the local and wider environments, and the well-being of society at large.

12.4 Conflict of interest

Due to the sensitive nature of our particular consultancy services, we will not provide a service to a direct competitor of a customer, and we generally try to avoid any dealings with competitor companies even after the cessation of services to a customer.

12.5 Contracts

Our contract will usually be in the form of a detailed proposal, including aims, activities, costs, timescales and deliverables. The quality of our service and the value of our support provide the only true basis for continuity. We always try to meet our customers' contractual requirements, and particularly for situations where an external funding provider requires more official parameters and controls. Notice for renewal of contract (agreement) will be sent to customer.

12.6 Tariffs and billings

Our fees are always competitive for what we provide, which is high quality, tailored, specialized service. As such we do not generally offer arbitrary discounts; generally a reduction in price is only enabled by reducing the level or extent of services to be delivered. That said, we always try to propose solutions which accommodate our customers' available budgets and timescales. Wherever possible we agree our fees and basis of charges clearly in advance, so that we and our customers can plan reliably for what lies ahead, and how it is to be achieved and financially justified.

12.6.1 Payment methods

- a)** We charge security deposit for new connection in advance and will be returned within 30 days after disconnection of service.
- b)** We also accept fees/ charges in cash with issuance of a receipt or via cross bank check in the name Kashmir Broadband (Pvt). Ltd account.
- c)** We also accept payment via mobile banking method e.g Easypaisa, Jazzcash
- d)** Bank deposit slips against our account are also acceptable for payment of charges/ fees.
- e)** Customers have to pay charges/fees within due dates printed on the bills or communicated otherwise. Failure of payment within due dates will be fined with late fees in addition to normal fees / charges.
- f)** We hold the right to cease the provision of service only which customer has failed to pay within late fees dates. Other services remains unaffected.

12.7 Payment & Customer registration

12.7.1 We aim to be as flexible as possible in the way that our services are charged. Some Customers prefer fixed project fees; others are happier with retainers, and we try to fit in with what will be best for the Customer, So we expect payments to be made when agreed. Our terms are generally net monthly in arrears.

12.7.2 Customers have to apply through registration form (Bearing terms and conditions) to acquire our services. We shall not provide any services to the customer unless registration requirements are met completely in all respects. All the credentials provided by customers will be confidential, unless customer consent is sought or disclosure is pursuant to any legal requirements (e.g. PTA's requirements etc.).

12.8 Intellectual property and moral rights

We retain the moral rights in, and ownership of, all intellectual property that we create unless agreed otherwise in advance with our customers. In return we respect the moral and intellectual copyright vested in our customers' intellectual property.

12.9 Quality Assurance

We maintain the quality of what we do through constant ongoing review with our customers, of all aims, activities, outcomes and the cost-effectiveness of every activity by KBL. We encourage regular review meetings and provide regular progress reports to senior management of KBL. This consultancy has been accredited under a number of quality assurance schemes.

12.9.1 We ensure possible service quality as per our license and the applicable legal regime administered by the PTA.

12.9.2 We will not use any unfair Commercial Practices while selling services to customers, as prescribed under the provision of regulations including but not limited to Telecom Consumer Protection Regulations, 2009 as amended from time to time.

12.10 Professional conduct

We conduct all of our activities professionally and with integrity. We take great care to be completely objective in our judgment and any recommendations that we give, so that issues are never influenced by anything other than the best and proper interests of our customers.

12.11 Equality and discrimination

We always strive to be fair and objective in our advice and actions, and we are never influenced in our decisions, actions or recommendations by issues of gender, race, creed, color, age or personal disability.

12.12 Customer Communication & Advertising

We ensures clear and focused advertising and customer communication regarding our products and services, providing clear information regarding the pricing and taxation, so that our valued customers can take well informed decisions about availing our services. The KBL will focus itself in the limits of regularity regime like, Spam regulations etc.

13. Force Majeure

KBL is not responsible for disconnection of services caused by any natural disaster, national or local emergency, insurrection or civil disorder, strikes omission of government, Although if possible and within KBL reach ,KBL will tries its best to resolve the issue as soon as possible.

14. Governing Laws& Applicable Statutes

The provision of services by M/s KASHMIR BROADBAND (Pvt). shall be governed by, and these terms and conditions shall be construed in accordance with, the laws of AJ&K/Pakistan without giving effect to the conflicts of law principles thereof. Moreover, Determinations/Decisions/Instructions of the Pakistan Telecommunication Authority (PTA) the statutory body with the function of regulating the telecommunication industry in AJ&K/Pakistan issued from time to time shall also be applicable.

