

Client ID Subscriber Agreement

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, USING OR ALLOWING THE USE OF A NIFT CERTIFICATE OR DIGITAL ID ("CERTIFICATE" OR "DIGITAL ID"). YOU ARE ELECTRONICALLY SIGNING (FUNCTIONAL AND LEGAL EQUIVALENT) AND CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

In consideration of NIFT issuing (helping in issuing) you a Certificate or Digital ID in accordance with the terms and conditions of this Subscriber Agreement, you agree to the terms hereof.

1. Certificate Application and Description of Certificates. This Section details the terms and conditions regarding your application ("Certificate Application") for a Certificate and, if NIFT accepts your Certificate Application, the terms and conditions regarding your use of the Certificate to be issued by NIFT to you as "Subscriber" of that Certificate. A Certificate is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by NIFT or a NIFT-authorized entity. The Certificates provided under this Agreement are issued within the VeriSign Trust NetworkSM ("VTN"). The VTN is a global public key infrastructure that provides Certificates applications. NIFT is one of the service providers within the VTN, together with VeriSign, Inc. and its affiliates and partners throughout the world. The VTN and NIFT under this Agreement offer three distinct classes ("Classes") of certification services, Classes 1-3, for the Internet and other networks. Each level, or class, of Certificate provides specific functionality and security features and corresponds to a specific level of trust. You are completely responsible for choosing which Class of Certificate you require or need and though the following subsections state the probable appropriate uses and authentication procedures for each Class of Certificate NIFT is not nor shall it be liable in any manner whatsoever for the fitness of the purpose, the usefulness to you, the feasibility for your purposes of any of the Certificates. For more detailed information about NIFT's certification services, please see the NIFT Certification Practice Statement (the "NIFT CPS") which may be accessed at <http://www.niftetrust.com/CPS>.

(i) Class 1 Certificates. Class 1 Certificates offer the lowest level of assurances within the VTN. The Certificates are issued to individual Subscribers only, and authentication procedures are based on assurances of the Subscriber that the Subscriber's distinguished name is unique and unambiguous within the domain of a particular issuer of Certificates (a "Certification Authority" or "CA") and that a certain e-mail address is associated with a public key. Class 1 Certificates are probably appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary.

(ii) Class 2 Certificates. Class 2 Certificates probably offer a medium level of assurances in comparison with the other two Classes. These Certificates are issued to individual Subscribers only. In addition to the Class 1 authentication procedures, Class 2 authentication includes procedures based on a comparison of information submitted by the certificate applicant against information in business records available to NIFT or databases available to NIFT or the database of a NIFT-approved identity proofing service. They can be used for digital signatures, encryption, and

access control, including as proof of identity based on the procedure stated above and the NIFT CPS in medium-value transactions of up to Rs.300,000/- only per transaction..

(iii) Class 3 Certificates. Class 3 Certificates provide probably the highest level of assurances within the VTN. Class 3 Certificates are issued to individuals and organizations for use with both client and server software. Class 3 individual Certificates may be used for digital signatures, encryption, and access control, including as proof of identity based on the procedure stated herein and the NIFT CPS, in high-value transactions. Class 3 individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person that attempts to obtain some assurance to confirm the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued identification and one other identification credential. Class 3 organizational Certificates are issued to devices to attempt to the extent aforementioned, provide authentication; message, software, and content integrity and signing; confidentiality and encryption. Class 3 organizational Certificates attempt to the extent aforementioned, provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization exists, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was stated to be authorized to do so. Class 3 organizational Certificates for servers also attempt to provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application.

2. Processing Your Certificate Application. Upon NIFT's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, NIFT will process your Certificate Application. NIFT will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, NIFT will issue you a Certificate for your use in accordance with this Subscriber Agreement and the NIFT CPS. Your use of the Personal Identification Number ("PIN") from NIFT to pick up the Certificate or otherwise installing or using the Certificate will by conduct **electronic signing (functional and legal equivalent)** and consent to your acceptance of the Certificate and to be bound by the terms of this Agreement and the NIFT CPS in connection with the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify NIFT of any errors. Upon receipt of such notice, NIFT may revoke your Certificate and issue a corrected Certificate. You warrant and agree that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

3. Obligations Upon Revocation or Expiration. Upon expiration or notice of revocation of your Certificate, you shall no longer use the Certificate or any components thereof for any purpose.

4.1 Ownership. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the NIFT services identified herein ("NIFT Intellectual Property Rights") are owned by NIFT or its licensors, and you agree to make no claim of interest in or ownership of any such NIFT Intellectual Property Rights. You acknowledge that no title to the NIFT Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the NIFT or its licensors' service, other than the rights expressly granted in this Subscriber Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by NIFT or its licensors and all right, title and interest in and to each such Derivative Work shall automatically vest in NIFT or its licensors. NIFT shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the NIFT Intellectual Property or make any attempt to obtain source code to the NIFT Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

4.2 Copyright. All title and copyrights in and to the Certificate or any components thereof (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Certificate or any components thereof), the accompanying printed materials, and any copies of the Certificate or any components thereof, are owned by NIFT (licensed by VeriSign who owns all property in the Certificate or any components thereof) or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Certificate or any components thereof is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Subscriber Agreement grants you no rights to use such content. You agree that the allocation of Intellectual Property Rights among NIFT Subdomain Participants other than Subscribers and Relying Parties is governed by the applicable agreements among such NIFT Subdomain Participants. All title and copyrights in and to any Software provided by NIFT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by NIFT (licensed by VeriSign who owns all property in the Software) or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of such Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

5. Modifications to Agreement. Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that NIFT may: (i) revise the terms and conditions of this Subscriber Agreement; and/or (ii) change part of the services provided under this Subscriber Agreement at any time.

Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on NIFT's Web sites, or upon notification to you by e-mail or postal mail. You agree to periodically review NIFT's Web sites, including the current version of this Subscriber Agreement available on NIFT's Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing notice to NIFT. Notice of your termination will be effective on receipt and processing by NIFT. Any fees paid by you if you terminate this Subscriber Agreement are nonrefundable. By continuing to use NIFT services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. NIFT is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for NIFT's services; or in (ii) information posted on NIFT's Web site of a general informational nature. No employee, contractor, agent, representative of NIFT other than NIFT's employee entrusted with the responsibility of Practices Development is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

6. Warranties.

6.1 NIFT Warranties. NIFT warrants to you that (i) there are no errors introduced by NIFT in your Certificate information as a result of NIFT's failure to use reasonable care in creating the Certificate; (ii) your Certificate complies in all material respects with the NIFT CPS; and (iii) NIFT's revocation services and use of a repository conform to the NIFT CPS in all material aspects.

6.2 Your Warranty. You warrant to NIFT and anyone who relies on your Certificate that (i) all the information you provide to NIFT in your Certificate Application is accurate; (ii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iii) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (iv) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key; (v) you have been (since the time of its creation) and will remain the only person possessing any challenge phrase), PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (vi) you are using your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (vii) you are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise; (viii) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (ix) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate. You also agree that you will not monitor, interfere with, or reverse engineer the technical implementation of the VTN, except with the prior written approval from NIFT, and shall not otherwise intentionally compromise the security of the VTN.

7. Disclaimers of Warranties. YOU AGREE THAT YOUR USE OF NIFT'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS SUBSCRIBER AGREEMENT. NIFT EXPRESSLY DISCLAIM ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LACK OF VIRUSES, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. NIFT GIVES NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE SHALL REST ON YOU. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 6, NIFT DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES NIFT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH NIFT'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF NIFT'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NIFT OR THROUGH NIFT'S SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NIFT IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

NIFT Disclaims all warranties for any Non-verified Subscriber Information submitted by you in your Certificate Application. For the purposes of this Subscriber Agreement, "Non-verified Subscriber Information" means any information submitted by you in your Certificate Application to NIFT, and included within a Certificate, that has not been confirmed by NIFT and for which NIFT provides no assurances other than that the information was submitted by you in your Certificate Application.

8. Indemnity. You agree to release, indemnify, defend and hold harmless NIFT, VeriSign and any non-NIFT CAs or RAs, and any of their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (ii) falsehoods or misrepresentations of fact by you on the Certificate Application, (iii) any intellectual property or other proprietary right of any person or entity, (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, and (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Subscriber Agreement. When NIFT, VeriSign or any non-NIFT CAs or RAs is threatened with suit or sued by a third party, NIFT, VeriSign or any non-NIFT CAs or RAs may seek written assurances from you concerning your promise to indemnify NIFT, VeriSign or any non-NIFT CAs or RAs, your failure to provide those assurances may be considered by NIFT, VeriSign or any non-NIFT CAs or RAs to be a material breach of this Subscriber Agreement. NIFT, VeriSign or any non-NIFT CAs or RAs shall have the right to participate in any defense by you of a third-party claim related to your use of any NIFT, VeriSign or any non-NIFT CAs or RAs services, with counsel of our choice at your own expense. You shall have sole responsibility to defend NIFT, VeriSign or any non-NIFT CAs or RAs against any claim, but you must receive NIFT's prior written consent regarding any related settlement. The terms of this Section 8 will survive any termination or cancellation of this Subscriber Agreement.

9. Limitations of Liability. THIS SECTION 9 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS SUBSCRIBER AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NIFT'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNTS SET FORTH BELOW.

Class	Liability Caps
Class 1	Rs. 6,000.00
Class 2	Rs. 300,000.00
Class 3	Rs. 6,000,000.00

THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 9 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. NIFT SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

9A. The following terms shall also apply to you:

- (i) You shall submit accurate and complete information to the CA in accordance with the requirements of the NIFT CPS;
- (ii) You shall only use your private key for the creation of digital signatures;
- (iii) You shall exercise reasonable care to avoid unauthorized use of your private key;
- (iv) If the CA requires that you use a secure signature creation device ("SSCD") and has communicated such to you, you shall make sure that the key is created within an SSCD and you shall only use your certificate with digital signatures created using such a device;
- (v) You shall generate subscriber keys using an algorithm recognized as being fit for the purposes of qualified electronic signatures;
- (vi) You shall use a key length and algorithm that is recognized as being fit for the purposes of qualified electronic signatures; and
- (vii) You shall notify the CA or NIFT without any reasonable delay, your private key has been lost, stolen, potentially compromised; control over your private key has been lost due to compromise of activation data (e.g. PIN code) or other reasons; and/or inaccuracy or changes to the certificate content, as notified you.

10. Force Majeure. Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its

obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the party relying upon this Section 10 shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 10 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

11. Export. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, (Restricted Components) to any country, person or entity in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States") and Pakistan. Specifically, you shall not download or otherwise export or re-export the Restricted Components to (i) a national or resident of Cuba, Iran, Iraq, Libya, Sudan, North Korea, or Syria, or any other country, where such use is prohibited under United States export regulations wherever located, who intends to transmit or transport the Restricted Components back to such country or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders; or (iii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iv) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency or any Pakistani Agency/Department has suspended, revoked or denied your export privileges. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. NIFT, VERISIGN OR THEIR LICENSORS MAY BE REQUIRED BY LAW TO REPORT TO THE UNITED STATES OR PAKISTAN GOVERNMENT YOUR COMPANY NAME AND ADDRESS FOR EXPORT REPORTING PURPOSES.

12. Severability. You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

13. Governing Law. You and NIFT agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of Pakistan, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subscriber Agreement.

14. Dispute Resolution. To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Subscriber Agreement, you shall notify NIFT, and any other party to the dispute

for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

(i) **All disputes** arising in connection with this Agreement shall be finally settled under the Pakistan Arbitration Act 1940 before a single arbitrator chosen through the mutual agreement of the parties. An arbitrator chosen by the parties must be knowledgeable in computer software law, information security and cryptography or must otherwise have special qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. The place of arbitration shall be Karachi, Pakistan and the proceedings shall be conducted in English. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

15. Non-Assignment. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Subscriber Agreement, whether by attachment, levy, garnishment or otherwise, renders this Subscriber Agreement voidable at NIFT's option.

16. Notices. You will make all notices, demands or requests to NIFT with respect to this Subscriber Agreement in writing to: Attn: Practices Development, National Institutional Facilitation Technologies (Pvt) Ltd. 5th Floor, AWT Plaza, I.I. Chundrigar Road, Karachi, Pakistan.

17. Survival. This Subscriber Agreement shall be applicable for as long as the Certificate remains valid and you have not breached any provision of this Subscriber Agreement.

18. Privacy. You agree that NIFT may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that NIFT may publish your Certificate and information about its status in NIFT's repository of Certificate information and make this information available to other repositories. You further acknowledge, consent and agree that NIFT may transmit the information you supply to VeriSign, Inc., a U.S. company within the VTN for processing of your Certificate which may be retained or used appropriately by the latter in ordinary course of its business and to comply with its own CPS, CP and its requirements.

19. Electronic Transactions Ordinance 2002. Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002.

20. Notwithstanding anything in this Agreement or any related Agreement, NIFT does not provide any basic/ international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance, 2002.