



# TELECOM CONSUMER CHARTER

Broadband Internet Services

## **Hathway Cable and Datacom Limited**

### **Registered Office**

**802, 8<sup>th</sup> Floor, Interface-11, Mind Space,  
New Link Road, Malad (West), Mumbai 400064**

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## **About Us:**

Hathway Cable and Datacom Limited (“Hathway”) is one of the India’s leading Broadband service provider. Hathway’s vision is to be a single point access provider, bringing into the home and work place a converged world of information, entertainment and services. Hathway has adopted innovative smart technologies, designed to enable uninterrupted broadband service to our growing customer base. Hathway’s fiber optic backbone and its state-of-the-art Internet Node and Data Center makes the network capable to provision reliable Internet service

In keeping up to this commitment, we feel it is important for you to know your Internet service provider and our regulator, The Telecom Regulatory Authority of India i.e. guidelines pertaining to it. This booklet will provide you with all the necessary information to help you make the best of your Hathway Broadband Internet connection by getting you acquainted with our help lines, addresses, service spread & service commitment and other Terms & Conditions.

Warm Regards

**Hathway Cable and Datacom Limited**

## Our Local Office Addresses:

North and Central Zone	
Delhi	241, West End Marg, Mehrauli-Badarpur Road, Near Saket Railway Station, Mittal Garden, New Delhi 110030.
Indore	12th Press Complex, AB Road, Indore 452001 Madhya Pradesh
West Zone	
Mumbai	802, 8 <sup>th</sup> Floor, Interfact-11, Mind Space, New Link Road, Malad West, Mumbai 400064
Pune	2 <sup>nd</sup> Floor, Sterling Plaza, Above Axis Bank, Junglee Maharaj Road, Pune – 411004 Maharashtra
Aurangabad	A4, Vitthalachi Daya, Cannought Place, Town Centre, Aurangabad 431003 Maharashtra
Khed	Near Jagdish Store, Teen Batti Naka, Khed-Dapoli Rd, Tal. Khed, Dist. Ratnagiri 415709 Maharashtra
Chiplun	Shop No. 104, 1 <sup>st</sup> Floor, Khatate Sankul, Kherdi, Opp. Laxmi Marbles, Chiplun, Dist. Ratnagiri, Pin Code 415604 Maharashtra
Ratnagiri	Shop No 8, Yashodhan Apt., Abhyudaya Nagar, Nachane Rd., Dist -Ratnagiri, Pin code 415612 Maharashtra
Vadodara	101-102, Siddharth Complex, R.C. Dutt Road, Alkapuri, Vadodara 390007 Gujarat
Surat	UG 6-10, Rekhapark Apt, Near Star Bazaar, Hazira Road, Surat Gujarat
Vapi	17,Jay Tower-1, Silvassa Road, Imran Nagar, Vapi – 396191 Gujarat
South Zone	
Bangalore	Hathway House , 137/138 , Infantry Road , Bengaluru -560001
Hyderabad	303 & 304, Mahavir Chambers, Liberty Tri-Circle, Himayath Nagar, Hyderabad-500029
Chennai	Good Shepherd Square, 5th Floor, No-82, Kodambakkam High Road, Nungambakkam, Chennai- 600 034
Vellore	4 <sup>th</sup> East Cross Main Road,Gandhi Nagar, Vellore 632006 Tamilnadu.
East Zone	
Kolkata	Ecostation, 2nd Floor Plot No. 7, Block- BP, Sector -V, Salt Lake, Kolkata – 700091
Siliguri	Room no- 1 & 2, (3rd Floor), Metro Plaza, SF Road, Siliguri, Dist Darjeeling- 734 001
Malda	Netaji Commercial Market, 2nd floor, Rath Bari, Malda - 732 101
Asansol	Annapurna Building, 1st floor, BNR More, Asansol – 713304
North East Zone	
Sikkim	Sonam Palden Building, Tibet Road,Gangtok-737 101

## General Information and Customer Care:

Our Experienced and Expert team of Consumer Service, Engineering, Network, Commercials, Technicians and Associates ensure to provide the best of the service to you with an aim of exceed your expectations. However, should you have any queries, suggestions, complaints, feedbacks you are welcome to contact us through following modes. They shall not only help us to serve you better but also shall help us to provide better services to our other valuable customers by understanding the requirements and adopt to the changing trends to provide further improved services.

You can contact us by below modes for any query, information, suggestion, feedbacks and complaints and we assure to take care of our esteemed customers.



**Call Center** (Kindly refer page no.7 for city wise customer care numbers)

Contact center equipped with Professional Customer Care Executives are to provide you all the required information, understand your requirements and concerns so as guide you effectively.



**Email** (Kindly refer page no.7 for city wise email list)

You may also email your queries, suggestions and grievance on our below mentioned email id of your nearest respective locations so as to help us serve you better.



**Mobile App** (App Link - [Android App](#) / [iOS](#))

You may also register / track your query using Hathway Broadband Mobile Application.



**Self Care Portal** (<https://selfcare.hathway.com/>)

You may also register / track your query using Hathway's web based self-care portal.

*Pl. Note – Contact center shall be accessible for consumers in accordance with the time frame as specified under Telecom Consumers Complaint Redressal Regulation 2012 issued by TRAI.*

**You May contact our below customer care center numbers and we will be glad to assist you.**

<b>Location</b>	<b>Customer Care Number</b>	<b>General Information Number</b>	<b>Customer Care email- Id</b>
Hyderabad	18004193114 080-40151616	080-69701717	southhelpdesk@hathway.net
Gujarat (Baroda)	18004193114 022-68768100	022-68768100	helpdesk@hathway.net
Gujarat (Surat)	18004193114 022-68768100	022-68768100	helpdesk@hathway.net
Gujarat (Vapi, Daman, Silvassa)	18004193114 022-68768100	022-68768100	helpdesk@hathway.net
Karnataka	18004193114 080-40161616	080-40161616	southhelpdesk@hathway.net
Aurangabad	18004193114 022-68768005	022-68768005	helpdesk@hathway.net
Pune	18004193114 020-49117700	020-49117777	helpdesk@hathway.net
Mumbai	18004193114 022-68768200	022-68768200	helpdesk@hathway.net
Khed	18004193114 022-68768200	022-68768200	helpdesk@hathway.net
Chiplun	18004193114 022-68768200	022-68768200	helpdesk@hathway.net
Ratnagiri	18004193114 022-68768200	022-68768200	helpdesk@hathway.net
Delhi	18004193114 022-43764600	022-43764600	helpdesk@hathway.net
Noida	18004193114 022-43764600	022-43764600	helpdesk@hathway.net
Indore	18004193114 0731-4778888	0731-4778888	helpdesk@hathway.net

Kolkata	18004193114 033-40302444	033-40302444	helpdesk@hathway.net
Sikkim	18004193114 033-40302444	033-40302444	helpdesk@hathway.net
Asansol (WB)	18004193114 033-4030-2466	-033-4030-2466	hfibersupport@hathway.net
Malda (WB)	18004193114 033-4030-2466	033-4030-2466	hfibersupport@hathway.net
Siliguri (WB)	18004193114 033-4030-2466	033-4030-2466	hfibersupport@hathway.net
Chennai & RO TN	18004193114 080-40045999/ 080-69701818	080-40045999/ 080-69701818	southhelpdesk@hathway.net



## Complaint Redressal Mechanism:

Should you have any grievances, you may please contact us on our helpline numbers or email us or send written complaint through post or courier or fax us and we shall ensure that our and our team shall be pleased to attend your grievances.

We shall ensure the following:

- @ A unique Docket Number / Complaint Reference Number is provided to the customer for all the complaints.
- @ Retain details about complaints for each docket number for a minimum period of three months.
- @ Complaint center shall communicate through call, email or SMS the consumer, the docket number, date & time of registration of complaint and likely resolution time of the complaint to the consumer upon receipt of such complaint.
- @ Redressal of the complaints and service requests shall be taken in accordance with the time frame as specified under the Quality of Service regulations issued by TRAI, and for those cases wherein such time frame is not specifically defined shall be addressed within time period not exceeding three days.
- @ On completion of action on a complaint, details of action taken on the complaint shall be communicated to the customer and the same shall be updated in our system.
- @ Where a consumer is not satisfied with the redressal of his complaint by the Complaint Centre, or his complaint remains unaddressed or no intimation of redressal of the complaint is received within the period specified above, such consumer may appeal with the appellate authority for Redressal of the complaint.
- @ Appellate Authority may entertain an appeal after the expiry of the said period of thirty days but before three months from the expiry of the time limit specified above, if it is satisfied that there was sufficient cause for not filing it within that period.
- @ No fee shall be charged from a consumer for filing an appeal before the Appellate Authority.
- @ A unique appeal number is allotted to every complaint made by the consumer by the appellate desk and informed within 3 days by SMS or email to the consumer.
- @ Appellate authority will resolve the appeal within 30 days of receipt of the appeal.

Details of Appellate Authority of your location are given below for your easy reference.

Sr No.	Service Area	Contact No.	Details of Appellate Authority
1	Mumbai	8879798969	Mr.Santosh Sonawane, Address: 5 <sup>th</sup> Floor, Balaji Infotech, Plot No. 278, Wagle Estate, Thane (West), Maharashtra. Pin Code 404604 Email Id: mumappellate@hathway.net
2	Maharashtra (Pune, Aurangabad, Khed, Chiplun, Ratnagiri)	8879798969	Mr.Santosh Sonawane, Address: 5 <sup>th</sup> Floor, Balaji Infotech, Plot No. 278, Wagle Estate, Thane (West), Maharashtra. Pin Code 404604 Email Id: mumappellate@hathway.net
3	Delhi	8879798969	Mr.Santosh Sonawane, Address: 5 <sup>th</sup> Floor, Balaji Infotech, Plot No. 278, Wagle Estate, Thane (West), Maharashtra. Pin Code 404604 Email Id: mumappellate@hathway.net
4	Madhya Pradesh	8889151413	Mr.Santosh Sonawane, Address: 5 <sup>th</sup> Floor, Balaji Infotech, Plot No. 278, Wagle Estate, Thane (West), Maharashtra. Pin Code 404604 Email Id: mumappellate@hathway.net
5	Telangana (Hyderabad)	080-46881888	Mr. BJ Shivkumar Address : 302 Embassy Square, 148, Infantry Rd, Vasanth Nagar, Bengaluru, Karnataka 560001 Email: southappellate@hathway.net
6	Karnataka (Bangalore, Mysore)	080-46881888	Mr. BJ Shivkumar Address : 302 Embassy Square, 148, Infantry Rd, Vasanth Nagar, Bengaluru, Karnataka 560001 Email: southappellate@hathway.net
7	Tamil Nadu (Chennai, Vellore)	080-46881888	Mr. BJ Shivkumar Address : 302 Embassy Square, 148, Infantry Rd, Vasanth Nagar, Bengaluru, Karnataka 560001 Email: southappellate@hathway.net
8	Gujarat (Surat, Vapi, Baroda, Daman, Silvassa)	8879798969	Mr.Santosh Sonawane, Address: 5 <sup>th</sup> Floor, Balaji Infotech, Plot No. 278, Wagle Estate, Thane (West), Maharashtra. Pin Code 404604 Email Id: mumappellate@hathway.net
9	Kolkata, Rest of WB & Sikkim	8879798969	Mr.Santosh Sonawane, Address: 5 <sup>th</sup> Floor, Balaji Infotech, Plot No. 278, Wagle Estate, Thane (West), Maharashtra. Pin Code 404604 Email Id: mumappellate@hathway.net

## Rights of Consumers:

Some of the rights of Consumers are quoted below for quick reference.

- @ Right to avail services in accordance with the Quality of Service (QoS) parameters prescribed by TRAI from time to time.
- @ No value added service shall be provided to a customer without explicit consent.
- @ Receive unique docket number for every complaints registered by consumer.
- @ The details of Appellate Authority are to be provided to the consumer by the Contact Centre executive upon consumer request.
- @ Request termination of service by sending a written request through email or by contact the customer care number of the company. (Subject to return / recovery of the Customer Premise Equipment (CPE) and post reconciliation of invoice after adjusting the outstanding dues and security deposit)
- @ To get refund of security deposit, if any, within prescribed time of request of termination of service subject to adjustment of pending dues, if any.
- @ Right of consumers for termination or disconnection of service: however obliged to make payment of all the bills in respect of services availed by him.
- @ Right to lodge a complaint with the complaint center established by the Company and approach an appellate authority in case of non redressal of complaint by complaint center.
- @ Get the complaints escalated to Contact Center within the prescribed time limit as defined in Quality of Service Regulations of TRAI.
- @ To view all tariff plan details on the website.

(For further details, please visit TRAI's website on '[www.trai.gov.in](http://www.trai.gov.in)')

# TERMS AND CONDITIONS

## 1. Interpretation:

### 1.1 In this context unless the context otherwise requires:

- ❖ '**Company**' means Hathway Cable and Datacom Limited having its registered office at 805/806, Windsor, Off. CST Road, Kalina, Santacruz (East), Mumbai 400098, its successors and assigns, and all other entities involved in the provision of the Services'
- ❖ '**Price List**' and '**Service Packages**' means the schedule of charges for the Service, which the Company may publish from time to time;
- ❖ '**Contras**' means the Agreement between the Company and Customer incorporating these conditions, the registration form displayed and completed and the Price List;
- ❖ '**Customer**' means any person as defined under General Clauses Act 1899 who has subscribed to the Service by signing this Contract, limited by downloads and amount, It includes a person who is acting on or for behalf of the Customer.
- ❖ '**Information**' means the visual, textual or other information published or otherwise made available (directly or indirectly) on the internet.
- ❖ '**Internet**' means the global data network commencing interconnected networks using TCP/IP (Transmission Control Protocol Internet Protocol);
- ❖ '**Service**' means the service provided by the Company whereby Customer can gain access to the Internet and, where applicable, any Service and facilities which the Company provides and Customer uses in connection with the Service and which are invoiced to the Customer.
- ❖ '**Cable Operator**' means any entity who provides Cable T.V. Service to any person subscribing to such Cable T.V. service of such entity.
- ❖ '**Cable T.V. Service**' means provision of transmission/re-transmission of audio-visual T.V. signal through Cable. 'Third Party Content' means all information, notes and conditions, which form part of this Contract.

1.2 Company's Price List contains explanations, notes and conditions, which form part of this contract.

1.3 The Terms & Conditions, the Price List and the registration form shall form part and parcel of this Contract between Customer and the Company for the provision of the Service.

## 2. Provision of Service

- 2.1 Company reserves the right to grant or not to grant the service to a prospective Customer subject to all material particulars being found correct upon verification by the Company.
- 2.2 This contract shall be subject to the License Agreement between Department of Telecommunications and Ministry of Communications, Government of India and the Company for the operation of Internet services to the extent as may be applicable hereto.
- 2.3 The Customer acknowledges that no unused access limits will be carried forward after the expiry of download Limit or after the expiry of amount paid by Customer, whichever is earlier.
- 2.4 The Customer acknowledges that all necessary information required by a customer for making an informed choice about the type and nature of services required by him, including availability and network coverage, is clearly conveyed to him in English or Hindi or other regional language before he subscribes to a particular service/Plan/Pack.
- 2.5 The Service is supplied for decent and lawful purpose only and without any express or implied warranties save for those warranties implied or imposed by the under Indian Law.
- 2.6 Customer has to give the Company in writing any information required as per statutory requirement for use of the Services as notified to the Customer from time to time.
- 2.7 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, no infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by the other material accessible on the Services is free of viruses, worms, Trojans horses or there harmful components.
- 2.8 The service remains Company's exclusive property, Customer being licensed only during subsistence of this contract to use it and to have access to the Service. Upon expiry of or earlier termination of the contract, the right of the Customer to use the Services shall cease.
- 2.9 The customer shall be legally liable to abide to the Terms & Conditions mentioned along with the Customer Relationship Form (CRF).
- 2.10 The period of subscription shall commence upon activation of the services and shall be subject to address verification and all applicable laws, rules, regulations, notifications, orders and directions

of the Government of India, regulatory authorities/courts/tribunals and other Terms and Conditions of the CRF and shall run in concurrence with license agreement.

- 2.11 The Customer shall not use the service for any improper, immoral, unlawful or abusive purpose, or for sending obscene, indecent, threatening, harassing, un-solicited messages or messages affecting/infringing upon national or social interest, nor create any damage or risk to Hathway Cable & Datacom Ltd. or its network or Customers or any other person natural or legal whomsoever. Any such infringement or misuse shall under no circumstances be attributed to the company Limited and the Customer shall be solely responsible for all such acts. The Customer hereby agrees to indemnify and hold harmless the company and its officials/agents from all suits, costs, damages or claim of any kind arising out of any act or permission or misuse of the service by the Customer or any other person with or without consent of the Customer.
- 2.12 The customer shall also indemnify the company for any claim out of any infringement or violation of copyright by the Customer or by anyone else using the mobile connection of the Customer.
- 2.13 The company shall not be responsible for any civil or criminal liability incurred by the Customer due to misuse of the service provided by the Company through any act of commission or omission by the Customer.
- 2.14 The Company shall not be liable for any act of commission or omission of any third party/supplier/manufacturer including any agency/ company offering any privilege or benefits to customers without any specific permission or authority of the company
- 2.15 The company reserves the right to temporarily/permanently make any or all network resources unavailable due to technical reasons, for upgrade of network, for repair of network or for reasons of commercial unavailability and the Customer shall have no claim against the company with respect to the same.
- 2.16 Any increase/addition/introduction of taxes and or levy of any taxes, duties or any other statutory charges etc. (present/future) shall be charged to the Customer's account without any notice to him and shall at all times be deemed to be part of tariff.
- 2.17 Privacy of communication is subject to government regulations, the terms of the License Agreement of the company and other statutory and regulatory factors. However, the company may be required to disclose any information or particulars pertaining to the Customer, to any Authority, statutory or

otherwise, including but not limited to any security agencies and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.

### 3. Provisioning of Hardware for service (Applicable only for Modem/Router)

3.1 Cable Modem/Router is not part of the standard Service package and will have to be purchased / rented by the Customer.

3.1.1 In case the customer purchases the Cable Modern/Router outright, the same will become the property of the Customer.

3.1.2 If the Customer has purchased the Cable Modem/Router in installments (as per the offer from the company) and wish to terminate the subscription before all the installments have been paid to the Company, Customer will have to pay the balance installment amounts and keep the Cable Modem/Router. In case Customer fails to pay the balance installments within 15 days of termination of subscription, Customer will have to return the Cable Modem/Router to the Company and no money will be refunded to the Cable Modem/Router lieu of the Cable Modem/Router returned. In case of any damage to the Cable Modem/Router, the Customer will have pay the service/repair charges including the cost of replacement of parts, if any.

3.1.3 If the Customer rents the Cable Modem/Router, the Modem/Router will be property of the Company. For the rental option the Customer will pay the Company refundable (non-interest bearing) security deposit and monthly rental as mentioned in the Price List. On termination of this contract, the Customer will have to return the Cable Modem Router to the company and the Company will refunded the Security Deposit to the Customer after adjusting dues from the Customer to the Company. In case of any damage to the Cable Modem/Router, the Customer will have to pay the service/ repair charges including the cost of replacement of parts, if any.

3.2 Customer is advised to use Cable Modem/Router supplied by the Company only.

3.3 Company's technicians will install the cable wire upto Customer's office / residence premises (if it is not already present) and connect the cable to Customers Computer wishes to have internet Access.

3.4 Company technicians will also install Cable Modem/Router and configure Customers' Computer to use the Service.

3.5 Recognizing that the Company is merely the supplier of Cable Modem/Router (or any other hardware that be supplied), the Company makes no warrantees of any kind, expressed or implied in respect of

the same, and also disclaims any warranty of merchantability and / or fitness for a particular purpose. Warranties in respect of all hardware supplied by the Company will be made and issued by the respective manufacturer.

3.6 The modems are presently supplied by vendors with default setup of user id & password. It is suggested to change the default password by the customer at the time of installation to avoid any unauthorized access to the modem.

3.7 It is suggested to change the login password at regular intervals so as to avoid any unauthorized access.

#### **4. CHARGES**

4.1 Customer acknowledges and agrees that they will pay the Company in advance the initial sing up fee and/or monthly fee and other charges as and when they fall dues as may from time to time be notified to Customer by the Company. Customer also agrees to pay all applicable statutory taxes relating to the use of the Service by the Customer.

4.2 Company shall not be liable to refund any amount to the Customer when the Service is temporarily down or interrupted or suspend.

4.3 Company reserves the right to revise the charges, Price List, Services Packages and security deposit for the Service from time to time at its discretion, which will be binding on the Customer.

4.4 Company will invoice Customer on a periodic basis by email on the registered email address of the customer with us.

4.5 Payment is due on the due date mentioned on the invoice. All charges must be paid in full without any deduction set-off or withholding. If the Customer does not pay the amount due date, the Company will be charge interest @ 2% per month on the outstanding amount until the outstanding amount has been paid in full by the Customer.

4.6 It will be Customers responsibility to inquire about Customer outstanding and in case of non-receipt of invoice, Company reserves the right to withdraw suspend /terminate the Service partially or fully in case of non-payment of invoice by the due date.

4.7 Company is entitled to retain the security deposit and apply it in full or partial satisfaction of any amount due from Customer to the Company. On terminations of this contract, the security deposit will be refunded to the Customer subject to adjustment of amount to be paid by the customer to the company, if any and without any interest on the security deposit.



4.8 All the Terms & Conditions of the Service Package plans and payments including subsequent Service Packages/manuals/booklets etc., issued/notified by the Company from time to time shall binding on Customer.

## **5. USE OF THE SERVICE**

5.1 Customer will not reproduce, distribute, publish, copy, download or otherwise exploit any Third Party Content, which is protected by copyright or any other intellectual property rights, unless the Customer owns the relevant rights thereto or have obtained all the requisite licenses and approvals. The Customer shall alone be liable and responsible for all such unauthorised reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Customer or for infringement of copyright or any other intellectual property other applicable.

5.2 For the purpose of the legal provisions or otherwise, Customer further acknowledges, agrees, and authorizes the Company to access, copy, amend or delete any Third Party Content or content uploaded or otherwise provided by the Customer through the use of Service, where any such Third Party Content or content is, or is alleged to be, defamatory, in breach of copyright, illegal or is otherwise not appropriate in Company's sole opinion to be accessed for otherwise provided by or through the use of the Service.

5.3 Customer is required that any objectionable or obscene messages or communications or material are not generated and or sent by the Customer, which are in derogation of the established laws of the country. Customer acknowledges further that the internet contains unedited material, some of which may be obscene, explicit or pornographic material which are in derogation of the Indian Laws, over which the Company has no control whatsoever. The Company accepts no responsibility whatsoever for access of such material by the Customer which shall be at the sole risk of the Customer.

5.4 Customer is responsible for and shall provide all equipment necessary to access the service. Company reserves the right to disconnect or deactivate the Service at anytime without prior notice including in situations where the equipment or software is interfering with Company's other Services. Customer shall comply with Company's requirements as regards access equipment and/or mode of access to and/or use of the Service.

5.5 Company reserves the right to amend any particular program, information or facility, which the Company provides or may provide through the Service. Customer agrees to abide by all applicable

laws relating to the use of the Service and any Third Party Content. Customer must abide by generally accepted rules of conduct relating to proper use of Internet resources.

5.6 Customer has to pay the Company interest free security deposit as and when specified by the Company. Company also reserves the right to demand from the Customer any advance deposit, any time during the sustenance of this contract for use of Service and it shall be binding on the Customer.

5.7 Customers are restricted from providing their own Internet service and or illegal termination origination of international voice calls without any valid ISP license. (Notification 813-712002-LR(Vol.II)).

5.8 As per the guidelines issued by Dept. of Telecommunications, Govt. of India, it is mandatory for all customers to provide the complete network diagram of the setup along with the details of connectivity at the premises of all the Internet leased line customers.

5.9 As per the guidelines issued by Dept. of Telecommunications, Govt. of India, company shall carry out periodical inspections at the premises of the customers to check the possible misuse and possible interconnection of the internet leased line to PSTN/ISDN/PLMN.

5.10 Spam/Unsolicited mails not allowed, if found services will be terminated with immediate effect. Customer's connection will be temporarily terminated once identified transmitting virus infected mails.

5.11 Delivery is not guaranteed based on the destination servers uptime. A single mail can be sent to 20 recipients only with a maximum attachment size of 5MB including the header message.

## **6. SECURITY**

6.1 Customer confirms and warrants that all the information supplied by the Customer while registering for the Service is true, complete and accurate in all respects.

6.2 Company reserves the right to verify the information given by the Customer through its authorized agent or representative or from any other independent source. Company reserves the rights to use this information and data at its discretion. In case of any incorrect information found in the application form given by Customer, at any time, the Company reserves the right to partially or fully withdraw/suspend/terminate the Service forthwith without any notice in that regard.

6.3 Customer agree to notify the Company immediately of any changes to the information given by the Customer while registering for the Service, including any changes to Customers account details by e-mail, fax, courier or registered post.

## **7. RESTRICTIONS ON USE**

7.1 Customer is not allowed to assign the Service (except World Wide Web service) and the right to access is subject to the terms and conditions herein.

7.2 If the Customer is a value added telecom service provider and, or Other Service Provider, as mentioned under the notifications, Terms, Conditions, Definition of Department of Telecommunications (refer website [www.dot.gov.in](http://www.dot.gov.in)) Customer would require necessary permission license from Dy. Director General (CS), Department of telecommunications, Sanchar Bhawan, 20 Ashoka Road, New Delhi-11 0001.

7.3 Customer is required to fully comply with the provisions of the Indian Laws including Information Technology Act, 2000, Telegraph Act, 1855 and, the Rules made there under and any amendments or replacements made thereto from time to time.

## **8. LIABILITY**

8.1 Company shall not be a party to any transaction including, without limitation for any transaction relating to good, service and/or Third Party Content, between the Third Party Content provider, etc. and the Customer.

8.2 In no event shall the Company or its employees be liable to anyone for any special incidental or consequential damage arising out of or in connection with the use of (or inability to use) the Service, including, without limitation, damage resulting from or for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever, non-deliveries, or service interruptions whether attributable to any negligent act or omission of Company or its employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made.

8.3 Company will put in best efforts and strive to maintain the maximum possible uptime of the service. However Company will not be responsible for action beyond its control. Customer acknowledge and accepts that in the very nature of the Service to be provided there can be number of factors affecting the provision of the Service and Company's obligation to provide the Service shall be on best endeavor basis.

8.4 The Customer acknowledges and accepts that the company shall not be liable for any downtime in the Service due to technical problems in any equipment or due to force majeure conditions. However, the company acknowledges that it shall try to rectify any network related issues in the best possible minimum period.

8.5 Any termination of this Contract shall not affect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.

## **9. INDEMNITY**

Customer will be responsible and liable for and will indemnify the Company in respect of liability for any and all use of Customer's account and all actions and costs incurred and for all use of the Service accessed through Customer's account or otherwise by virtue of the provision of the Services to the Customer including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights or for misuse of the service and any breach or non-observance of any terms of this Contract by the Customer.

## **10. VARIATION OF TERMS AND CONDITIONS**

Company reserves the right to modify and amend this Contract, the service, operating procedures or any of its Service fees, late charges and prices and may discontinue or revise any or all other aspects of the Service at Company's sole discretion.

## **11. WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT**

11.1 If the Customer commits breach of any one of the terms and or conditions of the Contract including non-payment or late payment of any invoices or If Customer's use of or action in connection with the use of the Service is inappropriate, in Company's sole opinion, with the continued use of and/or subscription of the Service, then Company may at any time, at company's sole discretion and without prejudice to any other remedy available to it at law, either suspend Customer's access to and use of the Service until such breach is remedied or terminate this Contract and Customer's access to and use of the Service immediately. Reinstatement of Service will require full payment of outstanding balance and other charges plus applicable initial sign-up fee. It shall be Company's sole discretion to allow such reinstatement of the in full or partially.

11.2 Company reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying Customers if the payment instrument is returned unpaid to the Company for whatever reason by Customers bankers.

11.3 Subject to Clause 11.1 the Company may terminate this Contract and the Service at any time by informing Customer by post, courier, electronic mail/ or facsimile transmission.

11.4 Should the Company suspend or terminate the Service pursuant to Clause 11.1 Customer have no right to any data stored and the company shall be under no obligation to make such data or any copies of its available to the Customer in any for whatsoever. Should the Contract terminate for any reason whatsoever Customer data stored on Company's facilities will be explicitly erased without prior notice.

11.5 Company reserves the right to appoint any agency and authorize the agency to do verification of information given by the Customer and collection on Company's behalf.

## **12 .FORCE MAJEURE**

12.1 If at anytime, during the continuance of the service, the performance in whole or in part, of any obligation under it shall be prevented or delayed by reason of fire, war, hostility, Acts of the public enemy, civil commotion, sabotage, fire, flood, earthquake, riots, bomb-blasts, epidemic, quarantine, restriction, strikes, lock out, compliance with regulations, orders or instructions of any Central, State or Municipal Government or agencies thereof or any other Acts of God, or any force majeure conditions, law and order situation, strkies etc., Customer will not have any claim for damages against the Company in respect of such-performance of the Service.

12.2 The Company shall not be liable to the Customer in any manner whatsoever, for any delay or failure in providing the Service, if the same is related or connected, directly or indirectly, to an reason that is beyond the control of the Company. For this purpose, a matter beyond the control of the Company shall include, but shall not be limited, to the following:

2.2.1. Delay or disruption in the Service attributable directly or indirectly to the form of the upstream gateway service provider;

12.2.2. Delay or disruption in the Service attributable directly or indirectly of any Statutory and or Regulatory Authorities; and

12.2.3. Delay or disruption in the Service attributable directly or indirectly to a change in law.

### **13. ARBITRATION**

In the event of any question, dispute or difference arising out of provisions of the Service, the matter shall be referred to Arbitration. The Arbitration shall be governed a per the Arbitration and Conciliation Act of 1996. The Arbitration shall be held in Mumbai.

### **14. ASSIGNMENT AND TRANSFER**

14.1 Company may assign this Contract any time and that will be binding on Customer.

14.2 This contract, of the Service shall be non-transferable by Customer in nature and private transfers effected by Customer is not permissible, It shall not absolve Customer of its primary duty towards the Company for the charges levied pertaining to such particular contract / service. However, Customer may seek Company's prior permission in writing for intended transfer. In case of such permission being granted by the Company, Customer shall be under an obligation to fulfill requisite documentation formalities and payment of charges as specified by the Company from time to time. Customer shall be liable and under an obligation to fully discharge its payable dues till the date of such regularized transfer from the Company.

### **15. GIVING NOTICE**

Any notice or other communication to be given by the Company under this Contract shall be in writing and shall be served by either e-mail, fax, courier or post.

### **16. LAW/ JURISDICTION**

16.1 If any term or condition of this Contract becomes or is declared illegal, invalid or forcible for any reason, such term or condition shall be divisible from this Contract and shall be deemed to be deleted from this Contract. If any provision of this Contract is determined to be invalid the other provisions shall remain in full force and effect.

16.2 Neither the course of conduct between the parties nor trade practice will modify the provisions of the Contract.

16.3 The provisions of all obligations of and all restrictions on Customer will survive the termination of this Contract.

16.4 No failure or delay on company's part to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right of remedy as the case may be.

16.5 The laws of India govern the Contract and the Customer hereby submits to the jurisdiction of the Court of Mumbai.