

#### **The customer understands and acknowledges that**

**Assistive Networks & Technologies Pvt Ltd** is an existing (Class-C) Internet Services Provider and having a licensed by the Government of India (Ministry of Communications and Information Technology, Department of Telecommunications) to provide Internet Services across Bangalore (including Internet Telephony).

#### **General Terms & Conditions of Service:-**

- Interactive voice and fax messaging shall not be permitted on OUR Internet Services network, as such selling/promoting Internet Telephony/Fax etc., is prohibited.
- Ending unsolicited messaging via Internet Services is unlawful and it is not permitted.
- Probing for means of gaining unauthorized access to computers or networks is not permitted.
- Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data, is not permitted.
- Sending harassing or threatening transmissions over Intern Services is not permitted.
- Internet contains unedited materials, some of which may be sexually explicit or offensive & provocative for which we have no control. Any objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not created, stored downloaded, accessed, transmitted or retransmitted by him or any other person using his facilities.
- Any loss of business suffered by the Customer due to disconnection affected under clause in "Disconnection Terms" will be his own responsibility and so borne by him. Temporary break/disconnection of Service under schedule maintenance "Disconnection Term" will not require any notice.
- The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made there under and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
- Customer assumes total responsibility and risk for use of the Internet Services.
- Payment of bills** - It would be the responsibility of subscriber to make monthly or quarterly payment of Internet Services. Assistive V fiber will disconnect the service in case of non-receipt of monthly payment without giving any Notice to the subscriber.
- Disclaimer** :- While every effort is made by us to provide highest quality of services to its customers, the linking, quality and speed of data transmission is entirely dependent on our fiber connectivity and outdoor wireless LAN connectivity (Pt P/Pt MP) on License free ISM band 2.4/5.8@ghz as permitted by WPC. Accordingly and fixed copper pair, fiber to home, We shall in no event be responsible to the customer in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the customer with our network computer or the deficiency in data transmission between the customer and our network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from.
- The Internet Service is provided by us on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by us, its affiliates or their respective employees shall create a warranty. Neither us nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components. Under no circumstances shall Assistive V fiber & It's Franchise, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from customers, use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
- Force Major** - If at any time, during the continuance of our Internet Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the subscriber shall not have any claim for damages against Assistive v fiber & It's Franchise in respect of such non-performance or delay in performance of our Internet Services.
- Illegal use** - Internet service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, and violates export control laws or anti national.
- EMAIL**-It is a condition of use of internet services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, e-mail, mailing lists or other groups or lists is prohibited. **Mail Relay using mail servers of other ISPs depends upon the policies of respective ISPs over which we have no control**
- Subscriber conduct**- Subscriber shall use internet services for lawful purposes only. Subscriber shall not post or transmit using internet services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability, or otherwise violate any law, or which, without the our express prior approval, contains advertising or any solicitation with respect to products or services.
- We can revise the tariff for its Internet services & its value added services from time to time to on its sole discretion.
- International connectivity is being provided through basic service operator VSNL/ Tata Communication/ BhartiAirtel/ Sify/ Reliance etc. right now. Exclusive gateway is likely to be organized in future.
- Arbitration of Disputes** In the event of any question, dispute or difference arising out of provisions of our Internet Access Services, the matter shall be referred to the arbitration under ICADR Arbitration Rules- 1996 consumer court.
- We are responsible for delivering the service at single point to the customer premise. This can be to a PC or a CPE.
- However further distribution or cabling that may be required is the customer responsibility.
- Any CPE (Router, Towers, Mux, Pole, Cable etc.) provided by Assistive V fiber will be the property of Assistive V fiber. and shall return it to Assistive V fiber. on termination of service.
- Expected time of installation of connection and service is 7-30 days from the date of picking up the order form.
- Customer can make all the payment in the favor of our authorized collection agencies vide cheque or cash and take the proper receipt.
- Internet service and Bandwidth billing done by **Assistive Networks & technologies Pvt Ltd.**
- In case of use of Indoor/Outdoor Wi-Fi Please note, we will not be held any responsibility in any way or answerable in case any unauthorized usage of Wi-Fi technology resulting in the non-compliance of DOT directive is detected within your Premises/Location by the Authorities concerned.
- Please note that any **liability** includes civil and **criminal liability** for such unauthorized use and any resulting event connected there to will be your sole responsibility. We would also be constrained to withdraw our services without any further notice in such an eventuality and without any **liability** on our part. Continued usage of Wi-Fi connectivity or deployment of router without registration with your service provider shall amount to unauthorized usage of Wi-Fi technology.
- Customer shall intimate to Assistive V fiber about change in address, if any, in writing along with such proof, as may be deemed necessary by us.
- Customer shall not use the Services as an 'OSP' (Other Service Provider).
- Privacy of communication is subject to the terms of the license agreement of Assistive V fiber with DOT and other statutory and regulatory notifications/directives etc. The Customer specifically agrees that in order to facilitate Assistive V Fiber to provide Services, Assistive V Fiber may be required to disclose any information or particulars pertaining
- The Customer shall have no title and / or ownership and /or interest in the CPE and therefore shall not be entitled to transfer/assign/lease and / or otherwise part with the same under any circumstance. The ownership and effective control over the CPE shall always remain with Assistive Networks & technologies Pvt Ltd. The Customer shall return the CPE immediately on termination of the subscription Period. The Customer shall not claim any charge or lien on the CPE, even if any dispute is pending. Customer shall be responsible for the maintenance and upkeep of the CPE subject to normal wear and tear.
- All CPE, provided (but not sold) by Assistive Networks & technologies Pvt Ltd. shall always remain absolute property of Assistive Networks & technologies Pvt Ltd The Customer shall only have use the custody of the equipment or other equipment/ accessories during the enrollment period.
- The CPE has been provided to the Customer in order to facilitate Assistive V fiber to exclusively use the same for rendering its Services. The Customer shall not deal with the CPE independent of Assistive V fiber. in any manner whatsoever.
- Customer shall neither shift the CPE nor transfer the same in any manner. In case the Customer fails to comply with the terms and conditions of enrollment Assistive V Fiber Reserves the right to lift or remove the CPE from the Customer's premises and terminates the enrollment without any liability whatsoever on its part.
- The following service standards and time lines have been agreed between Assistive Networks & Technologies Pvt Ltd and the Customer.
- The network uptime and the Services provided by Assistive V fiber and in their control shall have an uptime of 95% for the wireless customer and 95% for the wired customer, Outside of scheduled maintenance times.
- All issues the customer raises to Assistive V fiber will be responded to within 24 hours by phone or email and resolved within 72 hours.

#### **ADDITIONAL T&C**

- The Internet/Broadband speed available to the Customer is the maximum prescribed speed for which the Customer is entitled and Assistive Networks & technologies Pvt. Ltd. does not hold out any assurance that the said speed shall be maintained at all times and the same may vary depending upon the network congestion, technical reasons or any other unavoidable circumstances.
- It is clearly understood that installation of internet/broadband services require several vital and time consuming activities, inter-alia, including laying down of cables, **proper wiring of the area, other technical requirements etc. and therefore Assistive Networks & technologies Pvt Ltd does not prescribe or hold out any fixed time line after execution of the CAF, during which the said Services shall be activated. Assistive Networks & technologies Pvt Ltd shall endeavor to activate the Service within reasonable time and it is expressly agreed that the person executing the CAF shall not be entitled to raise any claim or action or damages of whatsoever nature on account of delay in activation of Services and the Customer shall only be entitled to refund of the initial amount paid by the Customer.**
- The parties have fully read and the contents of the terms and conditions have been explained in vernacular, Verbatim and upon understanding, have signed the CAF as a token of its acceptance/consent and further with a clear understanding that it is valid and binding document on both the parties and can be enforced in the Court of Law.
- The CAF should be filled by sales representative in consultation with the customer & applicant must be over 18 years of age on the date of application.
- Fill the Customer Application Form with black ballpoint pen only and used CAPITAL LETTER only.
- A CAF needs to be filled for every location, where service is required. The CAFs are designed on a per location basis except for the leased line CAF which is designed on a per link basis (where 2 locations are involved).
- Proof of identity attached - The following documents would be accepted as proof of identity for **individual customers** :-  
(a) Driving Licence (b) Passport (c) PAN Card (d) Voter ID Card (e) Others (as defined or at the discretion of Circle Head) **For corporate customer**, the following documents would be accepted as proof of billing & termination address :-  
(a) Telephone Bill (b) Electricity Bill (c) Bank Statement (d) Lease Agreement (f) Others (as defined or at the discretion of Circle Head) Please attach a self-attested photocopy of any of the above with the CAF.

#### **Customer Declaration / Undertaking**

- I solemnly affirm and declare that I have read and understood the terms and conditions of this Customer agreement form and also agree to abide by any changes that are made from time to time.
- I agree to pay all applicable charges for the all services and I hereby indemnify Assistive Networks & technologies Pvt Ltd. for any illegal use of any type on these services.
- I understand that the required services will be provided to me subject to feasibility and Assistive Networks & technologies Pvt Ltd. reserves the right to accept or reject my application without giving any reason whatsoever.
- That the Internet service taken by me will be used for browsing purposes only.
- That no component of this network will be used for carrying any kind of direct or indirect voice or any other prohibited traffic/ signal/ information.
- That we shall not be having any type of inter connectivity of voice and voice-cum-data networks including PBXs/ PABXs/ PAXs and IP-PBX on these circuits.
- That, in case we are found to be having such inter connectivity, we shall be liable to be punished under Indian Telegraph Act/ Rules.
- That all the hardware in the network is TEC approved.
- That no card/unit/equipment or software is being used for carrying any kind of voice Compression/Translation etc.
- That internet bandwidth will not be utilized for any activity which is considered as illegal by the law Govt. and DOT.
- That I have also gone through the guidelines of the ISP License issued to Assistive Networks & technologies Pvt Ltd and agrees to abide by the same and those guidelines will be
- That I indemnify to Assistive Networks & technologies Pvt Ltd. keep it indemnified against any loss, damage, Claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent/call charges due to misuse of the circuit or otherwise whatsoever in the matter.
- I solemnly agreed with above mentioned terms of service and also declare that the information provided by me/us given above, are true to the best of my knowledge and belief and nothing has been concealed. I hereby undertake and commit not to transfer/handover/sublet my Broadband connection/Internet Services (even temporarily) to any person who may attempt to use it for any unlawful activity as described in Terms & Conditions. If I do so, I will be liable and fully responsible for all obligations under the law of Govt. of India, and Assistive Networks & technologies Pvt Ltd. and its franchisee will not be responsible. Any unauthorized transfer/ use of the connection shall entitle Assistive Networks & technologies Pvt Ltd to terminate my Internet Service forthwith. I hereby certify that the information given in this form is correct. I have read and agreed to the Terms & Conditions of this agreement. I undertake that the Internet Services provided by Assistive Networks & technologies Pvt Ltd would not be used contrary to the provisions of TRAI / DOT & Govt. of India rules & regulations. If such is the case, Assistive Networks & technologies Pvt Ltd has the right to disconnect my Internet services immediately without any notice.

#### **Self & Business Declaration:-**

I/We declare that the New Broadband/Dedicated Internet Access connection which I/we are going to subscribe from your company, will utilize/use only for legal and law full business purpose or general operation as per Dot/TRI rules regulation and Law of Govt. of India. We/I also declare that we/I will not use or utilize this Internet connectivity for any resell & unlawful purpose.