

TERMS & CONDITIONS

AGREEMENT

PREAMBLE This Agreement is entered into between the customer (particulars of whom mentioned in the overleaf to this Agreement) and NETPLUS BROADBAND SERVICES PVT. LTD. a company registered and incorporated under Companies Act, 1956 (Act') having its Registered Office: 5th Floor, The Grand Walk Mall, Opp. Gurdev Hospital, Ferozepur Road, Ludhiana-141001 (Herein after referred to as "NBSPL")

TERM

1. The term of this agreement shall commence upon NBSPL accepting the form overleaf duly signed by the customer, and shall run till either of the parties terminates the Agreement or on the request for disconnection/surrender of connection by the customer. The Agreement shall run in concurrence with License granted to NBSPL by the Government of India for the purpose of providing Internet services in the licensed Area and shall be subject to all the applicable laws, bye-laws, rules, regulations, notifications orders, directions of the Government/Courts/Tribunals and shall further be subject to other terms of this Agreement and shall be as per the terms and conditions of the tariff plan(s) services chosen by the customer.
2. The customer represents that he has been fully informed about the services provided by NBSPL, Its specification, requirements, Limitations etc., and only thereupon signed this Agreement. This Agreement read with the Application form is the complete, and exclusive statement of the Agreement between the parties hereto and it supercedes all prior understanding of Agreements whether oral or written in this regard:
3. This Agreement has been duly authorized and executed and is valid and binding and is enforceable by law in accordance with its terms.
4. NBSPL reserves the right to reject any application, without assigning any reason: The information provided by the customer/gathered by NBSPL shall become NBSPL property even if the application is rejected and can be used by NBSPL in any manner, it deems fit.
5. All disputes and differences arising between the parties to this Agreement shall be referred the parties to the sole arbitration appointed by NBSPL as per arbitration and conciliation act 1996. The decision of arbitration shall be binding upon both the parties.
6. All disputes and other cases shall be subject to jurisdiction of Ludhiana (Punjab).

NETPLUS BROADBAND SERVICES PVT. LTD. COMMITMENT

1. Upon NBSPL's acceptance, customer will be provided with Unique Customer ID in order to enable him to avail services of NBSPL.
2. The Broadband number is and shall always remain the property of NBSPL.

3. Upon receiving an explicit consent from the Customer, NBSPL reserves its right to activate and charge the customer for services activated by it. The customer shall be responsible for intimating, in writing, unwillingness for disconnection of such service so as not to be charged for the said service. NBSPL shall inform the customer of such activation through individual or public communication.

4. NBSPL will not be responsible or liable for any impact on service availability and reliability and NBSPL is entitled to without any liability refuse, limit, suspend vary and/or interrupt service at any time at its Sole discretion, with respect to one or more customers one or more category of customers, all customers without any notice, for any reason and/or due to any various factors including but not limited to:

(i) Government rules, regulations, orders, directions, notifications etc. including changes thereto:

(ii) Transmission limitation caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions and/or such other features/conditions, systems) changes or capacity limitations for reasons of up gradation, variations, installation, relocations, repairs, operation and/or maintenance of system/equipment/services:

(iii) Combat potential fraud, sabotage, wilful destruction, etc;

(iv) Any legitimate business purposes/decisions;

(v) Force Majeure circumstances :

(vi) Equipment incompatibility with NBSPL's network including customer premises equipment:

(vii) Delayed/non-payment of bills, incurring charges in excess of deposits credit limits non-deposit of any increased advance deposit advance or if it appears that usage was exceeding limits/levels expected by NBSPL for the type of account/customer; and the customer had been provided sufficient notice regarding the same.

(viii) If service is used in any manner that violates any laws etc. or adversely effects or interferes with NBSPL's services in any manner etc;

(ix) Any discrepancy/wrong particulars provided by the customer;

(x) Problems arising on Interconnection between upstream service providers

(xi) Breach of any term or conditions of this Agreement on the part of the customer. It is the paramount term of this Agreement that NBSPL shall have the sole discretion to allot or not to allot a suspension /disconnection, reconnection may be made by NBSPL.

5. Privacy of communication is not guaranteed, and is subject to Government regulations and such other factors. NBSPL 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 debt collection agency, credit reference agency, security agency, financial institution or bank and reserves the right to comply with the same at its discretion.

6. NBSPL is entitled to change, vary, add and withdraw any service/supplementary service and/or to vary its charges relating thereto at any time, in its sole discretion and/or under TRAI regulations and guidelines.

7. NBSPL reserves the right to vary the billing cycle at its sole discretion.

8. NBSPL reserves the right to apply a monthly financial exposure (credit limit) and such other conditions for charges incurred by the customer and to demand adhoc interim advance payment failing which NBSPL reserves right to suspend or disconnect access to the services, wholly or partially.

9. Bills include, inter alia, call unit charges, monthly rentals, services tax, installation charges, reconnection charges, charges for other services and other applicable interests, penalties, fees, charges etc. The respective charges may be added, deleted and/or varied by NBSPL in its sole discretion from time to time with prior intimation to the customer.

10. Any delay in payment part payments of any bill, non-payment of any disputed charges pending settlement, non-deposit of any increased deposit/advance etc. may result in deactivation; at the sole discretion of NBSPL without any liability. Reactivation shall at the sole discretion of NBSPL

11. Services & rebates:

(i) Provision of additional services / supplementary services etc shall be an extra charge and on such other/additional terms as are specified by NBSPL from time to time.

(ii) Commercial customers will classified as per TRAI guidelines and tariffs will be charged as per applicable rules.

(iii) All rebates or other special benefits announced by NBSPL from time to time shall have a time limitation / validity. NBSPL has the right to withdraw / vary / extend/any/or all such rebates etc at any time including during the offer period after due intimation.

(iv) The customer has understood that depending on the different services/plans chosen by various customers, the prices/charges/fees etc and terms and conditions applicable thereto, may also be different.

(v) During technical failure or modification or repair or testing of the network, NBSPL reserves the right to totally or partially disconnect the customer's connection. NBSPL shall not be liable for any consequential loss or damage or third party claims arising from such disconnections.

12. Landline services means the services, which enable the customer when using the telephone equipment to have Two-way communication over the network and includes other value added / supplementary services offered by NBSPL and specifically, opted by customer.

CUSTOMER'S COMMITMENT

1. On filling up overleaf to this agreement, the customer shall have deemed to have read the entire agreement, the standard tariff package and the alternate tariff packages and has made an informed and conscious choice on the basis of the information as published and has completely understood the financial implications of the publication fully and in the true meaning as intended.
2. The tariffs and charges are based on the currently prevailing TRAI regulations and interconnect arrangements with the other ISP'S The same shall be altered in the event of any change in the said regulations and/or arrangements.
3. For deletion of any features/supplementary services the customer shall provide a notice to NBSPL in writing well in advance
4. The customer shall use the services of NBSPL, strictly in accordance with the existing laws of india Customer cannot use the services for any unlawful or abusive or for sending obscene, threatening, harassing message/calls affecting/infringing national interest, nor create any damage or risk to NBSPL or its network and / or other customers. Any such infringement or misuse would not be attributed to NBSPL. The customer undertakes to own responsibility for such misuse and any action as applicable will be taken against him. Under any circumstances, NBSPL shall not be responsible for any act of commission or omission of the customer amounting to an offence under any penal statue. The sole responsibility in such a case shall be that of the customer including the bearing the legal costs pertaining to this legal case initialled against NBSPL due to the aforesaid and NBSPL will not be deemed to be involved in such act in any manner whatsoever including knowledge there of or connivance thereof.
5. Bills shall be paid on or before due date including any extra deposit if they exceed the credit limit as assigned by NBSPL. Payment in time is the essence of this agreement.
6. The customers shall pay their bills by the due date in favour of NETPLUS BROADBAND SERVICES PVT. LTD.* it is the duty of the customer to check his / her balances and settle the same. In the event of non-receipt of bills the customer shall immediately inform NBSPL regarding the same and seek duplicate bill.
7. The customers shall pay all charges in full, without any deductions, set off or withholding and in respect of all services availed from his Internet services whether authorized by the customer or not, which shall including any extra deposit on account of increase in the credit limit as assigned by NBSPL.
8. Rentals shall continue to be payable in respect of any period of suspension or restriction of services, which is requested by customer or enforced by NBSPL for sufficient reasons.
9. NBSPL shall address all billing statements and any notices under this agreement to the billing address given in the application form or as intimated in writing by the customer.
10. Any increase in taxes and/ or levy of new taxes, levies, and duties etc shall be debited to customers account.

11. If customer fails to make any payment, NBSPL among other rights/ legal remedies is authorized to demand immediate payment thereof from any credit provider/ bank account of customer.

12. NBSPL reserves the right to adjust the interest free deposit amounts/advances/fees etc against any delayed/non-payment of bill or any amount thereof.

13. NBSPL reserves the right to apply payment in the first instance to interest, damages and including but not limited to the principal amount due.

14. NBSPL reserves the right to vary/increase/decrease the amount of deposit/advance fees at any time in its sole discretion with respect to any! all customers.

15. In the event of payment of bills being made by the customer by cheque and the same being dishonoured, customer shall pay charges as per NBSPL's policy applicable from time to time on each dishonoured Cheque, towards bank charges and other incidental charges irrespective of any legal action against the default permissible under the provisions of law. In the event the cheque given by the customer got dishonoured. NBSPL may ask the customer to pay the dues in cash for the period for which the said cheque was provided and for the subsequent billing period as per the discretions of NBSPL.

16. If the customer equipment is lost or stolen, the customer shall inform NBSPL immediately in writing. This will authorize NBSPL to suspend all or part of the services and/ or disconnect customer equipment.

17. The customer shall comply with all directions issued by NBSPL relating to the network, the services and / any matters connected there with and provide NBSPL all other and further information and co-operation as NBSPL may require.

18. The customer shall not place or use anything in such a way or position in relation to the customer equipment or any other Broadband link that has not approved for such use by NBSPL

19. The customer equipment must be technically and operationally compatible with the system and which will be used by the customer in compliance with all-applicable laws, rules and regulations enforced from time to time. The operating characteristics of the customer equipment shall not interface with the service provided by NBSPL. The customer acknowledges that it is a breach of Agreement to alter any customer equipment or other equipment to defraud NBSPL or any other individual or entity in any manner, any damage loss occurring due to the said breach, the customer shall be liable to pay compensation and damage to NBSPL or any such affected individual.

' 20. The payment against monthly bills beyond the due date shall entail surcharge (s) as fixed by NBSPL from time to time. In case the payment is made after due date applicable rebates (if any) will stand withdrawn from that bill. Overdue payment shall attract a late charge as per NBSPL policy applicable at that time.

21. The customer shall deposit with NBSPL, as security deposit, such amounts) as NBSPL may determine from time to time. NBSPL reserves the right to adjust/apply to said security deposit amount in full or part satisfaction of any sums due from the customer to NBSPL at any time. customer shall continue to be liable for balance, if any.

22. No interest is payable nor will be paid on security deposit. NBSPL reserves the right to increase the amount of such deposit(s) /advance(s) etc. at any time at its sole discretion with respect to any/some/all customers, NBSPL may call for advance / additional security deposit for STD/ ISD facilities made available to the customer at his/their request, and other services.

23. In case this agreement is terminated in accordance with the provisions of this agreement the customer shall return the CPE in good working condition.

24. Customer will not use this voice for commercial, tele-calling, Call Center, BPO/KPO operations or any purpose not permitted by NBSPL.

25. The voice app provided by NBSPL is being provided without any warranty or guarantee and any loss / damage incurred due to the use of the mobile app will not be the responsibility of NBSPL.

26. On the termination of agreement or discontinuing of services due to any reason, the customer shall give the possession of equipment to NBSPL.

27. At any point of time the replacement or repair of equipment shall be at the cost of customer.

TERMINATIONS

1. Either party shall have the right to terminate the Agreement with or without assigning any reason (whether with or without cause) by giving 7 days prior notice in writing. The customer should give the termination notice in writing and duly received by NBSPL. Unless due to some unforeseen/exceptional circumstances, the money deposited by the customer shall be refunded as per the TRAI guidelines. But this refund is subject to terms of this agreement.

2. Notwithstanding anything contained herein above NBSPL shall be entitled to immediately terminate this agreement and the services to be provided therein if.

(i) The Government or the Authority suspends, terminates, nationalizes or takes over the license or the services temporarily or otherwise.

(ii) At any time the customer fails to satisfy the requisite credit checks or provides fraudulent information to NBSPL pursuant to which services have been provided.

(iii) The customer fails to pay its subscription or the charges due.

(iv) If the customer is in breach of any of the terms of this agreement and the customer does not remedy the breach within seven (7) days of the receipt of a written notice from NBSPL specifying the breach.

(v) NBSPL ceases to make the network available for any other reason.

3. The agreement may also be terminated at the option of the either party on the happening of the following events:

(i) If either of the party is declared insolvent or bankrupt or is liquidated or in the process of being liquidated or if being a firm is dissolved.

(ii) If a trustee or a receiver is appointed to take over the assets of the either party.

(iii) If the Government or the authority requires any provision of this agreement to be revised in such a way as to cause significant adverse consequences to any of the parties.

(iv) The conditions or consequences of force majeure continue of such length of time that further performance of the agreement would be commercially frustrating.

4. Termination of this agreement under the preceding provision shall be without prejudice to and in addition to any right or remedy available to the terminating party under the applicable law or statute.

5. If the customer cancels his service order after work has been started on the provision of the service, the customer shall reimburse NBSPL for the cost of such work. NBSPL may alternatively deduct these costs from any advance payment or deposit which the customer may have paid towards the provision of the service or from any other entitlement due to the customer from the company.

6. In the event of termination of the agreement for any reason whatsoever. NBSPL shall be entitled to recover all outstanding charges and dues from the customer along with the CPE.

7. If the agreement is terminated for reasons of wrong, incorrect or fraudulent information provided by the customer, NBSPL can at its discretion, terminate the agreement and recover all dues without any liability on NBSPL.

DISCLAIMER OR LIABILITY

1. NBSPL makes no express or implied warranties whatsoever regarding the services etc and shall not be able liable to the customer and or any other person customer hereby waives and agree to continue waiving any/ all claims actions for any loss, delays, costs, expenses, fees, judgement, damages direct Incidental or consequential arising out of any mistake. Omission, Interruptions, delays, errors, defects and for other failure with respect to the services or billing arrangements. Further costumer remains liable for his own act of negligence or omissions

2. NBSPL or any of its representatives, agents or authorized dealers shall not be held responsible or liable for loss of any customer agreement and or instruments of payment or any delay in receipt when sent by mail.

3. The customer hereby agrees to indemnify and hold harmless NBSPL and its officers from all suits, costs damages or claims, of any kind arising out of any act. Omission or use of the service by the customer or any other person with or without consent, including but not limited to claims for the personal injury or wrongful death of the customer or other user of customer equipment or service provided NBSPL or used in conjunction with such equipment or service provided by NBSPL. and arising out of manufacture, purchase, maintenance, installation, return or Use of customer equipment or service arising by operation of law whether the claim is based in whole or in part on negligence or omission of NBSPL, its employees and/or agents.

4. The customer hereby agrees to indemnify and hold NBSPL harmless against any claim or libel, slander, infringement or violation of copyright from use of services by the customers or by anyone else using the customer equipment.

5. NBSPL shall not be responsible for any civil or criminal liability incurred by the customer due to his misuse of the service provided by NBSPL that is any. acts of commission or omission by the customer.

SALE OR TRANSFER

1. The NBSPL Unique Customer ID shall be non-transferable. However, the customer may seek prior permission in writing from NBSPL for intended transfer In case of such permission being granted the substituted buyer may be allocated a new Broadband number at the sole discretion of NBSPL, after all the requisite formalities having been completed. The primary customer shall be able and shall fully discharge his dues till the date of such regularized transfer from NBSPL. The security received from the original customer will be adjusted, transferred or returned (after deduction if any) as the case may be. if NBSPL is required to refund or return the security deposit to the original customer the transferee in such an event would have to give fresh deposits to NBSPL as may be applicable or decided by NBSPL.

EQUIPMENT (WHERE APPLICABLE)

1.All the hardware any other equipment/accessories, equipment provided (but not sold) by NBSPL shall always remain the exclusive property of NBSPL.The customer shall have he right to use such equipment only and shall return such equipment and accessories to NBSPL or its authorized representative on termination of this agreement by either parties or in case of disconnection of the Broadband.

2. NBSPL will test the equipment and the customer shall ensure its functionality. There after NBSPL shall not be responsible for any fault, defect, which is not expressly covered by manufacturer's warranty of the equipment. Any repair of the equipment for fault/repair shall be charged from the customer as per NBSPL policy on the subject from time to time.

AMENDING THE AGREEMENT

1. NBSPL may amend any part of this agreement, at any time, by giving customer prior written notice. Customer's continued use of Service or payment of any bill after NBSPL has sent out such copy of the amendment will constitute customer's consent. Regardless of anything in this agreement NBSPL rights and remedies. as well as those available at law obligation/provision, or any waiver by any party of any breach of any provision/obligation of this agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions, or waiver of the provision itself or a waiver of any rights hereunder.

2. The obligations of the parties hereto remain suspended if and to the extent that both the parties are unable to carry out such obligations owing to force majeure or reasons beyond the control. In the event of such inability continuing for more than 6 months, the other party shall have the right to terminate this agreement without further obligation.

3. This represents the entire agreement between customer and NBSPL and may be modified from time to time as provided herein.

METERING

The procedure and charges for metering of charges etc., transfer, closure etc. shall be such as may be determined and varied from time to time by NBSPL in accordance with TRAI guidelines.

INSTRUCTIONS

1. Public limited Cos. may enclose certificate of incorporation along with any proof of identify (as listed in the front page) of the authorized officer of the company.

2.In case of Government of India Undertaking, Govt. of India Offices/State Govt. Offices, the aforesaid requirements are dispensed with and self-certification on the letter head will suffice along with the name and designation of the coordinating officer to be consulted in case of need.

3.In case of foreign missions in India and other foreign agencies. The name and designation of the authorized officer along with the details of officials etc. for whom the telephone is intended.

4. In case of outstation, customers, details of local references to be given.

MISCELLANEOUS

1. The statements or descriptions of, correlated to, the service are informational only, and are not made or given as warranty of any kind.
2. Notice will be considered effectively given when sent by Registered Mail/UPC/courier addressed to the customer at his last known address according to the NBSPL records, or by publishing such variations at NBSPL principle place of business.
3. NBSPL may without notice assign or delegate all or part of its obligation, rights and/or duties under this agreement to a Third party Assignment releases NBSPL from all liabilities.
4. This agreement is personal to the customer and the benefits and liabilities thereof may not be assigned or subcontracted to anyone without tile written consent of NBSPL
5. This agreement binds customer and wherever applicable his Heirs, executors, administrators, successors and permitted assigns and similarly the term benefits NBSPL includes its successors and assigns.
6. If any part off this agreement is held invalid the remaining provisions will remain unaffected and enforceable, except to the extent NBSPL rights or obligations under the agreement are materially impaired.
7. All counterparts, copies, facsimiles and reproductions of this Agreement in NBSPL possession shall be considered the same as the original and shall be fully enforceable by NBSPL
8. Information provided overleaf shall be treated as part and parcel of this agreement.
9. The words 'He' or 'it shall refer to he, she, it etc. in singular or plural as the context may require.
10. NBSPL reserves the right to terminate this agreement without notice if any information provided by customer is found to be incorrect or in case of misuse of service or equipment provided by NBSPL at any stage.
11. The headings are for convenience sake only and shall not affect the meaning of the provisions hereof
12. NBSPL shall not be liable for any act of commission or omission of any Third Party Supplier, manufacturer including any leasing agency. Company offer any services, privilege or benefits to the customer.
13. This agreement is applicable in conjunction with billing terms and conditions as decided upon by NBSPL and communicated to the customers along with the bills, from time to time.
14. NBSPL has the legal rights to take the possession of equipment for those connections which are being suspended / terminated or discontinued due to any reason.

PROHIBITORY CLAUSES:

1.The Said Internet service Provided By the NBSPL shall be used only by the customer or persons authorized by him for their own personal use and shall not be resold by the customer or persons authorized by him in any way what so ever. The circuit will be extended on a point to point basis and so network will be connected. For any network connection the required approval of NBSPL and any other service provider / agencies shall be taken in advance by tie customer

2. The customer shall not communicate, send, transmit, download or in any way deal with any objectionable or obscene or pornography messages or obscene or pornographic messages or communications, which are inconsistent with the established laws or indulge in any of the offences, more specifically defined under the information Technology Act. 2000 or any anti national or blasphemous acts. Without prejudice to any action under law for the time being in force. violation or breach of any of these terms and conditions shall entitle NBSPL to discontinue the said services forthwith.

3.The customer is prohibited from misusing or copying the software supplied by NBSPL, or otherwise be in breach of the protected rights of the company under copyright Act, nor would the customer indulge in any direct or indirect acts of reverse engineering in this connection.

4. It would be the responsibility of the customer to ensure that the password, where provided, is kept confidential. NBSPL shall not be held liable nor responsible for the misuse of the customer's Internet Service under any circumstances including but not limited to misuse on account of access by third parties to such confidential password.

5. The customer hereby agrees that he/she will not use the Services for information, data or material that

(a) Infringes on the intellectual property rights of any third party or any rights of publicity or privacy

(b) Violates any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing, unfair competition, anti-discrimination or false advertising)

(c) Is defamatory, libellous, unlawfully threatening, or unlawfully harassing:

(d) contains any virus or other programming routine intended to damage any system or data; or

(e) Is provided in breach of any prior contractual commitment to any third party.

(f) Infringes the copyrights, patents, TM's and IPR of any individual, firm or company and or any other entity either covered under the provisions of Indian Laws or laws applicable in any other country. The obligations under the copyright provisions herein shall remain in force

and effect into perpetuity and customer agrees to be bound thereto during and after the terms of the service agreement,

DISCLAIMER:

1. Accordingly NBSPL shall in no event responsible to the customer or to any third party for such deficiency in data transmission or for any inconvenience. damage or loss that may be caused to any one or of any kind arising there from the customer, though every effort in being made to provide highest quality of service.

2. The liability, if at all and if any, of NBSPL would be restricted to that of a service provider, and notwithstanding anything contained herein, in no case and eventually would NBSPL be responsible for any responsibility on account of any of the content that may be communicated, disseminated, transmitted. Downloaded, stored, either on a permanent or temporary basis, or in any way dealt with by the customer using such services as provided by NBSPL.

3. The customer has fully read/has been explained in vernacular, verbatim the terms and conditions of this agreement and confirms that he has understood the contents thereof and has signed in token of his unconditional acceptance, with the understanding that is a valid and binding document and can be enforced in accordance with law.

4. As per current statutory or regulatory provisions the Internet must not be used for any of the following activities:

(a) Voice communication from anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering Plan is not permitted.

b) Originating the voice communication service from a telephone in India is not permitted.

(c) Terminating the voice communication to telephone within india not permitted.

(d) Establishing connection to any Public Switched Network in India and/or establishing gateway between internet & PSTN/ISDN/PLMN in India is not permitted.

e) Use of dial up lines with outward dialling facility from nodes is not permitted.

(f) Interconnectivity is not permitted between ISPs who are permitted to offer internet Telephony Services and the ISP's who are not permitted to offer Internet Telephony Services.

g) Individuals / Groups / Organizations are permitted to use as customer encryption up to 40 bit key length in the RS algorithms or its equivalent in other algorithms without having to obtain permission. However, if encryption equipment higher than this limit are to be deployed, individuals / groups / organizations shall do so with the permission Telecom Authority and deposit the decryption key, split into two parts, with the Telecom Authority.

5. The customer shall ensure that objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, Intellectual property right and international & domestic cyber laws, in any form or inconsistent with the law of India, are not carried in his network by him or any other person using his network. The customer must take all necessary measures to prevent it. The use of the Internet for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable law. The customer must ensure that the Internet provided by NBSPL is not used for such purposes by him or any other person using his network, customer understands further that the internet contains unedited material some of which are sexually explicit or may be offensive to some people, customers access such materials at their own risk and consequences. NBSPL has no control over and accepts no responsibility whatsoever for such materials.

6. NBSPL is not responsible for actions taken by its customers or others as a result of its service.

7. NBSPL offers no warranty 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.

8. Under no circumstances NBSPL be liable for any direct, Indirect, Incidental, special, punitive or consequential damages that may result in any way from the customer's use of or inability to use the service or access the internet or any part thereof, or customer's reliance on or use of information. service or merchandise provided on or through the service, or that may result from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or transmission or any failure of performance thereof.

9. NBSPL is not responsible for any material any person (including household members of the customer) may receive or transmit via the internet, or for anything bought or sold via the internet. or for any other result of action taken by anyone using service.

GENERAL:

1. The data rates shown as downstream are applicable to last mile. However, shall not be responsible for lesser download or upload data rates caused by the accessed website status or the international gateway or the media.

2. The customer is required to fully comply with the provisions of the Indian Telegraph Act 1885, Indian Telegraph Rules and the Information Technology Act 2000 made there under and any amendments or replacements made thereto from time to time.

RECHARGE / RENEWALS:

1. Once recharge done by customer no refund will be applicable or done.
2. Services would be suspended if the recharge / renewal not done.

PRIVACY AND CONFIDENTIALITY:

Not with standing anything contained herein, NBSPL reserves the right to access information over the network established by the customer. if required in pursuance of the laws of the land, and as specifically provided for under the information Technology Act.2000.

Privacy of communication or contents of information using services is not guaranteed and is subject to Government's regulations and other such factors viz. Communication content / information is subject of legal or administrative demand or regulations of Govt. or appropriate authority.

OTT (OVER THE TOP) SERVICES

1. The OTT applications, Mobile Applications and any other third party services on the IPTV STB box including under the term & conditions available from time' referred herein as "OTT Services".
2. Any contravention of any relevant act applicable on this will be punishable offense under the provision of that particular act.
3. Other than anything contained in the clause 2 mentioned above. the OTT Services subscribers shall also be bound to the respective rules and regulations of OTT Services providers.