



TERMS & CONDITIONS

T&C mentioned here consists of General Terms & conditions ("GTC") & Product Terms and Conditions ("PTC") along with "Acceptable Use Policy". The signing of Subscriber Registration Form (SRF) shall make the T&C mentioned herein binding on the subscriber. In case of any inconsistencies in the constituent parts of the Agreement or disputes arising with regard to the interpretation of the terms and conditions contained in the said Agreement, the following order of precedence shall apply: (i) the SRF and the PTC (ii) the SLA, if applicable and (iii) the GTC General Terms and Conditions ("GTC")

SRF Terms And Conditions

Terms & Conditions

Broadband Internet access and other related services provided by Planet E-Shop Holdings India Limited (hereinafter referred to as "PESHIL

1. For the purposes of these Terms & Conditions :-

- 1.1 "PESHIL", a company registered under the Companies Act, 1956 and having its Administrative office at In Centre, 49/50 MIDC, 12th Road, Andheri (East), Mumbai-400 093 (hereafter referred to as "PESHIL" which expression shall include its successor and permitted assignees) is engaged in the provision of Broadband internet access and other related services (hereafter referred to as "services")
- 1.2 "Services" means the services provided by PESHIL whereby subscriber can gain access to the Internet through provisioned bandwidth and any value-added services offered along with the Internet plan
- 1.3 "Bandwidth" means the amount of information that can be carried in a given period.
- 1.4 "Subscriber" means any person as defined under General Clauses Act 1899 who is availing the "services" from PESHIL and acting for /and on behalf of the Subscriber.
- 1.5 "Equipment" means such hardware/software components and assemblies that are required to enable "services" to the Subscriber including but not limited to cable modems, Ethernet cards, splitters, coaxial/other cables.
- 1.6 "Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol").

- 1.7 "Information" means the visual, textual or other information published or otherwise made available to the Subscribers (directly or indirectly) on the Internet using the services provided by PESHIL.
- 1.8 "Third Party Content" means any and all information, software and other content provided by any independent third party that can be accessed through or by virtue of the services.
2. PESHIL reserves the right to verify the information, provided by the Subscriber in the application form, to use the same at its discretion and shall have the right to grant or refuse the Services to the Subscriber.
 3. The services being offered under this Contract are being provided as per the License Agreement between Department of Telecommunications and Ministry of Communication. The Subscriber acknowledges and understand that PESHIL for the operation of its services including Internet Telephony services is subject to the subject to other terms and conditions the Agreement between Department of Telecommunications and Ministry of Communication and extant laws and regulations as may be intimated by the DOT to PESHIL from time to time. The Subscriber clearly understand that the services may be terminated and / or suspended under directions from the Government of India and the competent authority under no liability of any nature whatsoever against PESHIL
 4. PESHIL agrees to provide Subscriber with the Services on the terms and conditions of this Contract
 5. The Services are provided on an "AS IS and AVAILABLE" basis for decent and lawful purposes without any warranties of any kind.
 6. PESHIL does not guarantee error free services or that any information, software or any material accessible through services is free of viruses, worms, Trojans, horses or other harmful components and that the Subscriber shall not hold PESHIL responsible nor liable in any nature whatsoever for any loss of business or any other expense/s incurred due to occurrence of any such event.
 7. The Bandwidth provisioned by PESHIL is a non-dedicated & shared bandwidth and may vary depending on upstream feed from Gateway Provider. Local Loop Provider and user load on the network/server/systems in accordance with TRAI guidelines on broadband speeds for home and small office subscribers.
 8. The Services provided, shall remain PESHIL exclusive property and on expiry / early termination of the contract, the Subscriber's right to use the Services being provided shall cease.
 9. The Subscriber is responsible for and shall at all times provide all access to the Equip-

ment, necessary to access the Services, provided by PESHIL. PESHIL reserves its right to disconnect or deactivate Subscriber's access to Services without prior notice including situations where Subscriber's Equipment or software is interfering with PESHIL other services.

10. Subscriber should use Cable Modem/Router/ATA Box or any other equipment approved/supplied by PESHIL or by any of its associate/ subsidiary / group companies. The ownership of the equipment supplied by PESHIL/associate companies will remain with PESHIL/associate / subsidiary / group companies. In the event of termination of services, the equipment must be returned within 7 days to PESHIL in working / non damaged condition. For any damage to equipment provided by PESHIL, repair/service/replacement charges will be assessed by PESHIL and recovered from subscriber along with applicable taxes, as additional cost of provision to PESHIL. PESHIL shall raise an invoice on the subscriber for such repairs and the same shall be paid without demur by the Subscriber within __ days of receipt of the invoice
11. The Subscriber shall permit PESHIL or its authorized representatives sufficient and timely access during any day of the week to verify/install/inspect the necessary 'Equipment' at the Subscriber's premises. PESHIL shall give the Subscriber prior notice before any such verification / installation / inspection of Equipment.
12. PESHIL is merely a provider of Cable Modems/Routers/ATA Box or any other hardware that may be required to enable the Services. Such Equipment's may carry such warranties as provided by the Original Equipment Manufacturer. Hence, any and / or all expenses occurring due to damage of the Equipment, shall not be refunded by PESHIL .
13. Save as provided hereinabove, in addition to what may be intimated to the Subscriber from time to time or as may be applicable under extant law/s, the following shall also be applicable if the Subscriber uses this Service for internet telephony
 - 13.1 Service to process and carry voice signals offered through public internet by use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting the following:
 - a) PC to PC; within or outside India.
 - b) PC/a device/adaptor conforming to standards of international agencies like ITU, IETF, etc., in India to PSTN/PLMN abroad.
 - c) Any device/adaptor conforming to standards of international agencies like ITU, IETF, etc., connected to ISP node with static IP address to similar device/adaptor; within or outside India.Addressing scheme for internet telephony shall only conform to IP addressing scheme of Internet Assigned Numbers Authority (IANA) exclusive of National Numbering

Scheme/plan applicable to Basic/Cellular Telephone service. Translation of E.164 number/private number to IP address allotted to any device and vice versa, to show compliance with IANA numbering scheme is not permitted. Subscriber acknowledges that VoIP will not be used in any form other than what is permissible under the internet service license. Subscriber acknowledges that the IP given will not be used for terminating VoIP calls on domestic PSTN network.

14. Subscriber agrees to pay PESHIL the installation, activation, subscription and other charges along with the statutory taxes and levies for the time being in force at the time of such payments as and when they fall due as may be notified by PESHIL. In the event the Subscriber wishes to shift to a new location, delivery of connection will be subject to availability of PESHIL services in that area, feasibility and shifting charges shall be applicable

15. PESHIL will provide bill/invoice for the services subscribed at the contracted rate or such rates are notified on at contracted periodic intervals to the subscriber by electronic means on the subscribers registered email id . PESHIL will not be responsible for any delay or loss of such bill/invoice in transit. The Subscriber, in the event of non receipt of such bill/invoice shall appropriately enquire with PESHIL and pay the dues at contacted rates on or before due date. PESHIL reserves the right to withdraw/suspend/terminate the Services partially and /or fully with or without notifying Subscriber in case of non-payment of invoice/bill by the due date or in case Subscriber's payment instrument is unpaid to PESHIL for whatever reason by Subscriber's bankers. In case of discontinuation/disconnection of Service the charges/fees paid by the Subscriber earlier shall not be refunded under any circumstances. Any unutilized MB's will not be carried forward or refunded on renewals. It is clarified that there shall be no refund (pro-rata / post – activation or otherwise) made by PESHIL to the subscribers for any reason whatsoever including but not limited to the unutilized MB's.

16. All payment must be made in full by the due date mentioned on the invoice/bill. Any delay payment by the due date will attract interest@2% per month. In case of dishonor of cheque, Subscriber will be liable to pay penalty of 2.5% per month of the subject to a minimum of Rs.150/- per instrument and any other charges as may be applicable. This clause shall be applicable for postpaid subscriber/s only.

17. Plans offered will be monthly, quarterly, half yearly and annual with prepaid or postpaid billing option. For plan change during the life cycle of prepaid subscribers, amount for remaining period of service will not be adjusted against the new plan subscribed

18. Static IP (if provided) will be provided after submission of justification and network diagram indicating where it will be used. Static IP will be charged extra and shall be

offered at the sole discretion and option of PESHIL.

19. Value Added Services if provided by PESHIL through any partnerships will be governed by the respective terms and conditions including any End user license agreements

20. Reinstatement of services will require full payment of outstanding balance and other charges plus installation fees. It shall be PESHIL's sole discretion to allow such reinstatement of the services manuals/packages/booklets etc., Issued by PESHIL from time to time shall be binding on Subscriber.

21. Reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Subscriber will hold the Subscriber solely and completely liable for infringement of Copyright and /or any other applicable law. This shall survive termination / expiry of this Agreement between PESHIL and the Subscriber.

22. Subscriber is required to ensure that objectionable or obscene message or communications, which are inconsistent with the established laws of the Country, are not generated /sent by the Subscriber. Subscriber understands and agrees that the internet contains material, some of which sexually explicit or pornographic that may be offensive to some people and access to such material will be at Subscriber's own risk. The Subscriber shall be solely and completely responsible for any such act which may be in violation of the Information Technology Act, the Copyright Act or any other applicable Law/s, Act/s extant laws. The Subscriber shall perpetually indemnify PESHIL in this regard. (indemnity clause to be added)

23. Subscriber agrees to notify PESHIL of any changes to the information provided by the Subscriber during registering for the services, by e-mail, fax, courier or registered post.

24. Subscriber is not allowed to share /resell/distribute/the Services provided by PESHIL in any manner.

25. If the Subscriber is a value-added telecom services provider, then the Subscriber must obtain necessary permission /license from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, New Delhi -110001. Tel : 011 332 6255 / 303 2855 fax :332 7656. A copy of such permission / license shall be provided by the subscriber/s to PESHIL within 7 days of receiving such permission / license.

26. Subscriber shall comply with the Cable Televisions Networks (Regulation) Act 1995. The Indian Telegraph Act, 1855. The Indian Wireless Telegraphy Act 1933. The India Copyright Act 1956, the Guidelines on Internet services and usage no. 845-51/97-VAS and the Rules made under these Acts and all extant laws, regulations, guidelines, as amended from time to time.

27. PESHIL will put in best efforts and strive to maintain the maximum possible

uptime of the Services. However PESHIL shall not be responsible nor liable for any downtime in the Services and offers no guarantee of end-to-end bandwidth on Internet, PESHIL may suspend the Services during Technical failure modification or repair or testing of the service network and shall not be liable to refund any amount to the Subscriber when the services are interrupted / suspended owing to causes and reasons beyond its control. PESHIL shall use reasonable efforts to inform the Subscriber of any such disruption of services. Termination of this Contract shall not affect any accrued rights or liability of either party nor shall affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.

28. The Subscriber shall in perpetuity fully indemnify and hold harmless PESHIL / associate / subsidiary / group companies against any and / or all claims, damages, suits, proceedings, actions, cause of action, award, liabilities, cost and/or expenses of any kind (including but not limited to attorney fees, defamation, infringement of any law, rules & regulation in force from time to time) arising out of any misrepresentation and/or fraud committed by the Subscriber/s, or actual or alleged breach of any terms of this Agreement by the Subscriber/s (including but not limited to breach of any representation and warranty provided by the Subscriber/s).
29. PESHIL reserves the right to modify and amend this Contract without cause and without prejudice to PESHIL rights as specified in this Contract, by serving at least 30 days written notice on the other side by informing by post, courier, electronic mail/ or facsimile transmission.
30. If the Subscriber commits breach of any of the terms and or conditions of this Contract, PESHIL may at any time at its sole discretion and without prejudice to any other remedy available under any law, either suspend the Services or terminate this Contract.
31. The Parties may terminate this Contract without cause any without prejudice to PESHIL and there shall be no refunds of any nature whatsoever. Save as provided herein, PESHIL may at any time at its sole discretion and without prejudice to any other remedy available under any law, either suspend the services or terminate this Contract. There shall be no refunds of any nature whatsoever by PESHIL if such termination is due to reasons attributable to the Subscriber.
32. PESHIL may offer a part refund in case of termination request by Subscriber.
 - 32.1 Post placing the order but prior to installation of equipment's – 100 % subscription amount paid by Subscriber to be refunded.
 - 32.2 Post placing the order, installation of equipment's completed but services not activated - recurring charges will be refunded provided all equipment are returned

by subscriber in working condition. Penalty/damages will be deducted from the refund amount/ adjusted from security deposit (if any). One time charges shall also be forfeited.

32.3 Post placing the order, line being installed and activated – all one-time charges and plan charges shall be forfeited / adjusted from security deposit (if any)

33. PESHIL shall not be held liable nor responsible to the Subscriber in any manner whatsoever, for any delay or failure in providing the Services, if the same is related or connected, directly or indirectly, to any reason that is beyond the control of PESHIL or this purpose, a matter beyond the control of PESHIL shall include, but shall not be limited, to the following.

(i). Delay or disruption in the Services attributable directly to the lines of the upstream gateway services provider.

(ii). Delay or disruption in the Services attributable directly or indirectly to the directions of any Statutory and / or Regulatory Authorities;

(iii). Delay or disruption in the Services attributable directly or indirectly to a change in law.

(iv). Of any obligation under it shall be prevented or delayed by reason of war, hostility, fire, civil commotion, public enemy, sabotage, flood, earthquake, riots, bombs-blasts, explosion, strikes, quarantine, restriction, lock out, any other Acts of God etc.

34. In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by PESHIL and the decision of the Arbitrator shall be final and binding on both parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai. Except for service related disputes which may be referred to TDSAT New Delhi, the courts in Mumbai shall have sole and exclusive jurisdiction in all other matters.

35. Under this contract, the Services shall be non-transferable by Subscriber/s in any manner whatsoever.

36. Save as specific in this Contract, any notice and /or any communication to be given by PESHIL under this Contract shall be in writing and shall be served by either e-mail, fax, courier or post at Subscriber address as specified in this Contract.

37. If any term or conditions of this Contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Con-



tract and deemed to be deleted from this Contract. If any provision of this Contract is determined to be invalid, at such the other provisions of this Contract shall remain in full force and effect.

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

39. The provisions of all obligations on Subscriber shall survive the termination / expiry of the Contract.

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

41. Any correspondence by the Subscriber shall be sent by registered AD or by courier to :
Planet E-Shop Holdings India Limited
In centre, 49/50 MIDC, 12th Road,
Andheri (E), Mumbai -400 093