

A.)Company Name:

Registered Office: Asianet Satellite Communications Ltd.,

2A,II Floor,Leela Infopark,Technopark Campus,Kazhakootam,

Thiruvananthapuram-695581

Phone: 3071100.

B.)General terms and conditions for subscription of services.

## INTERPRETATION

1.1. In this context unless the context otherwise requires:

Company means : Asianet Satellite Communications Ltd. having its Registered Office at 2A,II Floor,Leela Infopark,Technopark Campus,Kazhakootam ,Thiruvananthapuram-695581,its successors and assigns and all other entities involved in the provision of the Service.

The Price List and the Service Package means: the schedule of charges for the Service, which the Company publishes.

Contract 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 the Company makes this Contract with. 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 using the Service.

The Internet means: The global data network comprising interconnected network using TCP/IP (Transmission Control Protocol / Internet Protocol)

The 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.

Subscriber means: a customer who has purchased the Service from the Company, limited by down loads and amount, and paid the Company in advance for the Service.

Third Party Content: means: all information, software and other content provided by any independent third party that can be accessed through or by virtue of the Service.

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

1.3. These conditions, the Price List and the registration form annexed herewith and completed shall form part and parcel of this Contract between Customer and the Company for the provision of the Service.

## 2. PROVISION OF THE 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 on verification by the Company.

2.2. The contract shall run in concurrence with License Agreement between Department of Telecommunications and Ministry of Communications, Government of India and the Company for the operation of Internet services subject to other terms and conditions of this contract.

2.3. Company agrees to provide Customer with the Service on the terms and conditions of this Contract.

2.4 The subscriber acknowledges that no unused data transfer or time limits will be carried forward after the expiry of the subscription period.

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 Indian Law.

2.6 Customer has to give the Company in writing any information required as per statutory requirement for use of the Service 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 expressed 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 the Company its affiliates or their respective employees shall create a warranty. Neither the Company nor its affiliates warrant that Service will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of virus, worms. Trojans horses or other harmful components.

2.8. The Service remains Company's exclusive property, Customer being licensed only during sustenance of this contract to use it to obtain access to the Service. At the end of the contract the right to use the Service ceases.

## 3. PROVISION OF HARDWARE FOR THE SERVICE

3.1. Cable Modem / Router and Network Interface Card are not part of the standard Service package unless explicitly specified and will have to be purchased by the Customer.

3.2. Customer is advised to use cable modems / routers recommended by the Company. The Price List mentions the pricing to Cable Modem / router, applicable at that point in time. The prices may change without notice, as per the discretion of the company.

3.3. Company technicians will install the Cable wire up to Customer's premises (if it is not already present in Customer office) and connect the cable to Customer's Computer/ Local Area Network where Customer wishes to have internet Access.

3.4 Company technicians will also install Cable Modem/Router and configure Customer's Computer/Local Area Network to use the Service.

3.5. Cable modem/router supplied by the company carries a warranty of 1 year provided by Original Equipment Manufacturer.

3.6. Recognizing that the Company is merely the supplier of Cable Modems/Routers (or any other hardware that may be supplied), the Company makes no warranties 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 as made and issued by the respective manufacturers.

3.7. If the customer has purchased the Cable Modem / Router in installments and wish to terminate the subscription before all the installments have been paid to the company. Customers will have to pay the balance installment amounts and keep the Cable Modems / Router. In case customer fail 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 customer in lieu of the Cable Modem / Router returned.

#### 4. CHARGES

4.1. Customer acknowledges and agrees that they will pay the Company the initial sign up fee, monthly subscription fee and other charges as and when they fall due as may from time to time be notified to Customer by the Company in accordance with this Contract. Customer also agrees to pay all applicable statutory taxes relating to the use of the Service by Customer .The subscription charges will be paid in advance by the customer.

4.2. Company reserves the right to revise the charges, Price List, Service Packages for the Service from time to time at its discretion, which will be binding on the customer.

4.3. Company will invoice Customer on a periodic basis and an invoice will be posted, couriered, emailed or faxed to the Customer. Customer shall update his postal address; email id with the company to enable timely receipt of invoices. The Company will not be responsible for non receipt of invoices, due to wrong addresses or email ids.

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

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

4.6. All the terms and conditions of the Service Package plans and payments shall be notified by the Company from time to time by way of Service Packages on the company website at [www.asianetbroadband.in](http://www.asianetbroadband.in) and shall be binding on the Customer. All the subsequent Service Packages/manuals/booklets etc., issued by the Company from time to time shall be binding on Customer.

4.7. The subscriber agrees to pay the monthly / quarterly / semi-annual/annual charges by way of Direct Bank Debit system or any other system of payment as stipulated by the Company. Should the Company propose Direct Bank Debit system or any such other system, the Customers shall issue Standing Instructions to their Bank authorizing the Company or its Banker(s) to Debit the Customer's Account with the stipulated monthly / quarterly / semi-annual / annual charges as the case may be. Other modes of payment are by demand draft from a nationalized bank or cash at the company cash counter.

## 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 similar rights unless the Customer owns or controls the relevant rights thereto or have obtained all the requisite licenses and approvals. Reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the customer as aforesaid will hold the Customer liable for Infringement of Copyright or other applicable laws.

5.2. For the purposes of the legal provisions or otherwise, Customer further acknowledges, agrees and authorizes the Company to access, copy, amend or delete, subject to feasibility to do so, any Third Party 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 or otherwise provided by or through the use of the Service.

5.3. Customer is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not generated/ sent by the Customer. Customer understands further that the Internet contains unedited materials, some of which is sexually explicit or pornographic material that may be offensive to some people. Customer access to such materials will be at Customers own risk. Company has no control over and accepts no responsibility whatsoever for such materials.

5.4. Customer is responsible for and must provide all equipment necessary to access the Service. Company reserves the right to disconnect or deactivate Customer's equipment or software at anytime without prior notice including in situations where the equipment or software is interfering with Company's other Services causing harm or financial loss to the company. Under this contract, the customer can access company internet services only. Explicitly, the customer shall not tamper with company's cable for availing any authorized/unpaid service for himself or others. Customer must 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 Company interest free security deposit as and when specified by the Company. Company also reserves the right to ask Customer for advance deposit any time during the sustenance of this contract for use of Service and it shall be binding on the Customer. The company shall refund such deposits after adjusting for any dues the customer has towards the company.

## 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 in the application form and can also use the information through Company's authorized agent or representative to verify the data at the addresses given by the Customer or from any other independent source. Company reserves the right to use this information and data at its discretion.

6.3 Customer agrees to notify the Company immediately of any changes to the information Customer had given to the Company when registering for the Service, including any changes to Customer's account details by e-mail, fax, courier or registered post.

## 7. RESTRICTIONS ON USE

7.1 Customer is not allowed to resell the Service (except World Wide Web service) and the right to access is subject to limits and restrictions established by the Company from time to time.

7.2 If the Customer is a value added telecom service provider, Customer would require necessary permission/license from the Government of India, Department of Telecommunications.

7.3 As per Department of Telecommunications, Govt. of India, Telephony on Internet is permitted as per the conditions stipulated by the Government of India. Voice over internet shall not be interconnected with PSTN in any manner. The Service will be terminated for any violation of this clause of the contract.

7.4 Customer is required to fully comply with the provisions of the Indian Telegraph Tax, 1885, and the Indian Telegraph 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 goods, 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 or 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 of its employees or otherwise. The throughput from a website will depend on the quality and bandwidth from the web server also.

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 acknowledges 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 Any termination of this Contract shall not affect any accrued rights of liability of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressed 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 Service to the Customer including but not limited to claims for defamation, infringement of copyright or any other

intellectual property rights and any breach or non-observance of any term 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 Company's sole discretion. Such changes shall be published on the company's website [www.asianetbroadband.in](http://www.asianetbroadband.in).

## 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 this Contract including non-payment or late payment of any part 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 Service in full or partially.

11.2 Company may suspend the Service during Technical failure modification or repair or testing of the service network.

11.3 Company reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying Customer in case Customer's payment instrument is returned unpaid to the Company for whatever reason by Customer's bankers.

11.4 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.

11.5. 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 form whatsoever. Should this Contract terminate for any reason whatsoever Customer data stored on company's facilities will be explicitly erased without prior notice.

11.6. 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. In case of any incorrect information found in the application form given by Customer, Company reserves the right to partially or

fully withdraw/ suspend/terminate the Service forthwith without any notice in that regard, without prejudice to recover the dues or claims from the customer.

11.7. The parties to this contract may terminate this contract without cause and without prejudice to Company's rights as specified in this contract, by serving at least 30 days written notice on the other side.

## 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 war, hostility, Acts of the public enemy, civil commotion, sabotage, fire, flood, earthquake, any natural calamities, riots, bomb-blasts, explosion, 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 etc., Customer will not have any claim for damages against the Company in respect of such non-performance or delay in 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 any 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:

12.2.1. Delay or disruption in the Service attributable directly or indirectly to the lines of the upstream gateway service provider

12.2.2. Delay or disruption in the Service attributable directly or indirectly to the directions 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 or acts of GOD.

## 13. ARBITRATION

In the event of any question, dispute or difference arising out of provisions of the service, the matter shall be referred to the sole arbitrator appointed by the company. The Arbitration shall be governed by the Arbitration and Conciliation Act of 1996. The Arbitration proceedings shall be held in Thiruvananthapuram.

## 14. ASSIGNMENT AND TRANSFER

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



14.2. This contract, the Service shall be non-transferable by Customer in nature and any private transfers affected by Customer 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. Customers shall be liable and under an obligation to fully discharge their payable dues till the date of such regularized transfer from the Company.

## 15. GIVING NOTICE

Save as specified in this Contract, 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 at Customer address as specified in this Contract or as are notified by the Customer as per clause 6.3 above.

## 16. LAW/JURISDICTION

16.1 If any term or condition of this Contract becomes or is declared illegal, invalid or unenforceable 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 or any right or remedy preclude the further exercise of such right or 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 courts of Thiruvananthapuram.

These Terms & Conditions are subject to change. for the updated Terms & conditions please visit our website <http://asianetbroadband.in>

C.)Contact Centers:

i.) Call Center: For any assistance or complaint registration, subscribers can call our call center on the numbers mentioned as per the annexure or you can visit our website at <http://asianetbroadband.in/ServiceArea/CustomerCare> for details. You could also contact us on our Toll Free number 1800- 425- 4725.

ii) Nodal Officers: The details of our Nodal Officers are as per the annexure or our subscribers could visit our website at <http://asianetbroadband.in/Home/NodalOffices> for details.

iii) Appellate Authority: The contact details of our appellate is mentioned in the annexure or subscribers could also visit our website for details at <http://asianetbroadband.in/Home/Appellate>.

D.) Procedure for shifting the connection:

The subscriber has to give his/her shifting request through an email or letter addressed to the respective center, the customer is attached to. The details of the emails addresses and contact numbers for the respective Asianet centers can be got from our website at <http://asianetbroadband.in/ServiceArea/CustomerCare> or from the annexure. The subscribers account should have nil dues prior to shifting .The request should clearly mention details like subscriber name ,subscriber code and the address of the new location.

The shifting of the connection will be done subject to technical feasibility in the new location & positive address verification. The address change will reflect from the next bill onwards. In case the shifting is done within the same center the time required for executing the shifting will be 10 days, subject to technical feasibility. In case the shifting is done from one center to another center the time required for executing the shifting will be 15 days , subject to technical feasibility

E.) Complaint Redressal Process:

i.) Call Center: For any assistance or complaint registration, subscribers can call our call center on the numbers mentioned as per the annexure or can visit our website at <http://asianetbroadband.in/ServiceArea/CustomerCare> for details. You could also contact us on our Toll Free number 1800- 425- 4725. The Call Centers immediately on receipt of a complaint from a consumer will register such a complaint in the CRM software and inform the customer the unique complaint number immediately. (Docket number).

ii) Nodal Officers: If the complaint is still not resolved within the 7 working days (for all complaints except in case of disruption or disconnection of the Services, where the time limit is 3 working days), the Subscriber can approach the Nodal Officer with the docket number given by the Call Center. Please refer to the annexure for the contact details of Nodal Officer .You can also visit our website at <http://asianetbroadband.in/Home/NodalOffices> for details.

iii) Appellate Authority: If the complaint is still not resolved within the time limit of 10 days (for all complaints except in case of disruption or disconnection of the Service where the time limit is 3 working days), the Subscriber can approach the Appellate Authority for appeal in the required format in duplicate. For contact details of Appellate Authority, please refer the Annexure or visit our website at <http://asianetbroadband.in/Home/Appelate> .The appeal form can be downloaded at <http://asianetbroadband.in/Home/Downloads> or can be asked for from any of our offices. The appeal can be filed with three months of the expiry of the time limit given to the Nodal officer.

#### F.)Bench marks on QoS

##### Quality of Service benchmarks for Broadband Internet Access Service

(i) The time for service activation will be within 15 working days (subject to technical feasibility) from the date of registration and receipt of full payment towards subscription to activation.

(i –a)In all cases where payment towards installation charge & security deposit is taken and the Broadband connection is not provided within 15 working days, a credit at the rate of Rs.10/ per day, subject to a maximum of installation charge or equivalent usage allowance shall be given to the customer, at the time of issue of first bill.

(ii)The restoration time for all faults is by three working days.

(ii -a) Faults pending for > 3 working days and < 7 working days: rebate equivalent to 7 days of minimum monthly charge or equivalent usage allowance will be given.

(ii -b) Faults pending for > 7 working days and < 15 working days: rebate equivalent to 15 days of minimum monthly charge or equivalent usage allowance will be given.

(ii -c) Faults pending for > 15 working days: rebate equivalent to one month of minimum monthly charge or equivalent usage allowance will be given.

Only those complaints, which have been registered till close of business hours (9:30am to 5:30pm, Monday to Friday) of that day, will be taken into account. Complaints registered after the business hours will be taken as being registered in the next day business hours. Faults due to the Customer Premises Equipment (CPE), which is owned by the Customer such as computer hardware & software including LAN card/USB ports etc. or the delays due to non-availability of the Customer or delays in getting the entry into the Customer Premises, shall be excluded.

(iii)All billing related issues will be settled with in four working weeks of the registration of the complaint.

(iv)The time taken to refund any refundable deposit amount after termination of the account will be sixty working days from the time of receipt of the termination request or the date of return of the hardware taken on rent, which ever is later.

(v)All other cases not covered above will be settled within seven working days of the request.

(vi)Broadband connection speed (download) – Subscribed broadband connection speed to be met >80% from ISP node to user.

For all time limits, the day of the registration of the complaint is not included.

G.)Right of Consumer for termination or disconnection of the service.

The Subscriber can terminate or disconnect our service at his/her convenience. After the bills are checked, the account is reconciled and any amount, if due after adjusting the outstanding dues from available security deposit is returned to the Subscriber. This process takes a maximum of 60 days from the date of disconnection or the return of the hardware taken on lease, which ever is later.

The Subscriber can terminate the Services by sending a written request, Fax or E-mail to us. The termination of Service shall be subject to the return or recovery of the modem and other equipment availed on lease or which belongs to Asianet Satellite Communications Ltd. wherever applicable.

H.)The amount to be deducted whether as an administrative expenses or otherwise, from the total prepaid value.

No amount is deducted from the total value of the prepaid pack towards administrative charges.

I.)Provisions of these regulations in particular relating to the rights of the consumers.

Every customer will be allotted a unique docket number for every complaint registered by them. Every customer can approach the Nodal Officer directly if a complaint is not resolved within 7 days (for all complaints except in case of disruption or disconnection of service, where the time limit is 3 days) by Contact Centre. Every customer can move to the Appellate Authority if he/she does not receive resolution from the Nodal Officer within 10 days (for all complaints except in case of disruption or disconnection of service, where the time limit is 3 days).The details of Nodal Officer, Call Center, Appellate will be provided to the subscriber by all Asianet Broadband offices or can be viewed at the website at <http://asianetbroadband.in> upon Subscriber request.

J.)The duties and obligation of the Service provider under these regulations.

Asianet Satellite Communications has put in place a 3 level complaint resolution management process beginning with our Customer Care Call Center .Next to the Nodal Officer and at the third stage to the

Appellate Authority. As part of the resolution process a unique docket number is allotted to every complaint made by the Subscriber.