

1. The term “DIS” or “Company” wherever appears in this document shall mean and include Gorakhpur Net service, Gorakhpur (GNET).

The Firm Digital Info Systems is only working a representor of the above company.

2. The terms and conditions herein, acceptable usage policy and responsible usage policy directed by the company from time to time shall continue and will be an integral part of the agreement between the company (ISP) and consumer with respect to the Service. The company reserves the right to change any or all aspects of this agreement terms operating rules, usage guidelines, prices governing the Service, service plans, the pricing structure, or product service policies at any time without any intimation to the consumer.

The consumer acknowledges that it is his/her sole responsibility to apprise himself/herself of the Terms and Conditions and responsible usage policy, as amended from time to time and agrees to abide by the same. The consumer shall visit the website of the company to apprise himself/herself of the latest terms and conditions, service plans & policies etc.

3. Every subscriber registration must be done with correct details such as name, address, telephone number and email address etc, in case of any change the same should be updated by the respective subscriber without fail or delay.

4. The Service is being provided subject to all the applicable India Laws & regulations. The company shall provide the service to the consumer, in accordance with the terms and conditions then in force and as amended from time to time.

5. The subscription rental is **prepaid only**. Subscription Rental Amount once paid are non-refundable / non-transferable / non-adjustable.

The service (installation) charge is payable in advance and is non-refundable. All taxes, duties, charges or any other levies of any nature whatsoever, payable for the services shall be payable by the consumer in addition to the service charges and the consumer agrees to pay the Installation Charges for the Installation of Router/ONU/CPE and to the cabling done at the consumer premises, directly to the DIS representative or via our online gateway, as determined by time to time.

6. The company will put in its best efforts and strive to maintain the maximum possible uptime of the service. However, the company will not be responsible for disturbance in service due to reasons beyond its control, not limited to acts of god, lightning strikes, earthquakes, floods, storms, fires, natural disasters, explosions, war, hostility, civil commotion, public enemy, sabotage of cables, riots, bomb blasts, epidemic, quarantine, lockout, electricity fluctuations, electrical Surges /blackouts/ brownouts, internet outage, cable outage, fiber cut, malicious damages and etc

7. The consumer also acknowledges and accepts that in the very nature of the services to be provided there can be number of factors affecting the provision of the service by the ISP and the obligation of the ISP to provide the services shall be on best endeavor basis.

8. The company shall not be liable to the consumer for any loss, expense, and damage of any kind in connection with the performance of obligation under the contract or arising from destruction, interruption, suspension or malfunction of the service, for whatsoever reason except when there is deliberate failure or breach of the part of the company.

9. The company will be responsible only for carrying data packets and is not responsible for its nature or content. Consumer guarantees that the service to be used for genuine purposes only and will not be used for any immoral or unlawful or socially unacceptable purposes.

10. Consumer acknowledges, accepts and specifically covenants that he is fully aware of the nature and terms of the service and acceptable usage policy. The consumer shall be exclusively responsible for making arrangements for getting the necessary hardware and software at his/her end. It is explicitly agreed that the company does not undertake any responsibility with regard to procuring, installing/ maintaining the hardware and or software at user end. However, the Customer Premises Equipment provided either by the company, as the case may be, shall be maintained with diligent care by the consumer.

11. The services stopped for non-payment or non-renewal of packages may be reactivated without any charges within 15 days from the date of such deactivation. Further, the consumer may place their connections in safe custody by a written request to the company, for a maximum period of 45 days. Post 45 days on inactive state of any account, 250 INR will be charged to re-activate.

12. Consumer hereby undertakes to indemnify and hold harmless the company against any liability which may arise for any and all, acts on the part of the consumer if availing the services.

13. The consumer shall take full and sole responsibility for preserving the secrecy of the password. The consumer acknowledges and accepts that considering the nature of the service there will be a need to change the password from time to time to avoid misuse and to maintain secrecy. The company shall not be responsible for any wrongful or unauthorized usage under any circumstances.

14. The service to be provided shall be exclusively to the consumer, the consumer shall not transfer, reassign, sell and or offer or promote the service to others or otherwise share the services with others including the affiliates of the consumer. Consumer shall not do anything that is detrimental to the company's interest.

15. The company shall have the right to terminate the services, without any prior notice to the consumer, in the event of breach of these terms and conditions on the part of the consumer. In the event of such termination by the company, the company shall not be liable to return any amount if the termination is by the consumer or for breach or failure on the part of the consumer.

16. The consumer acknowledges that the services are provided on "as is where is" basis the company, its employees, or, franchise and its associates make no warranty of any kind either service expressed, implied regarding the quality, accuracy or validity of the data and/or Information available on its systems, or residing on or passing through its interconnecting networks or that service will be uninterrupted or error free. The company expressly excludes any implied warranty of merchantability or fitness.

17. Telephony on internet under existing law shall be limited to PC to PC only and expressly PC to any landline or mobile number and vice-versa is prohibited. The consumers shall strictly comply with the above and the persons involved otherwise are being liable to be prosecuted with the penalty as prescribed under law.

18. It is illegal to terminate internet telephony calls to any public telephone number (PSTN, ISDN, PLMN etc) in India irrespective of whether the same originate in India or abroad.

19. The consumer agrees that the Broadband service is a single PC connection, the company shall not be responsible for any downgrade of service due to redistribution by the consumer to its own devices.

20. The company's entire liability and the consumer's exclusive remedy for any failure or breach on the part of the company shall be the return of the charges paid by the Consumer relating to the unexpired period of the use, the company disclaims all warranties and conditions express or implied including but not limited to implied warranties or conditions of merchantability, fitness for a particular purpose with regard to the services offered and in no event the company shall be liable for any other damages including special, indirect or consequential damages loss of profits business interruption whatsoever arising out of use or inability to use the services.

21. In using the service the consumer agrees to comply with all laws, regulations and rules applicable and hereby indemnifies the company against any claims, loss, damage or consequence arising from non-compliance of the consumer to any applicable laws, rules, regulations etc. The courts in Bhubaneswar shall have exclusive jurisdiction for any disputes arises out of the service.

22. The consumer hereby declares that he has read these terms and conditions and the order form completely and that he unconditionally agrees to abide by these terms and conditions and as is applicable from time to time.

23. The "backbone" i.e. the cables, switches, wireless equipment, etc. installed by the company shall not be removed/relocated these without prior consent from the company.

24. The consumer is required to intimate the company in advance in writing, in case they are installing a Wi-Fi router or access point on the service provided by the company. The consumer is required to ensure that his router SSID is in hidden mode and the access to the same is not open and is controlled by way of network key/encryption Key such equipment's shall carry such warranties as provided by the respective original equipment manufacturer. The consumer shall have no right or claim against the company for the failure of cable modem/router or any other hardware that are required to provide the services and shall be responsible for secured Wi-Fi access.

25. The company may accept the request for shifting of connection from the consumer only in case where the technical feasibility of the company is available in the desired new location and the consumer agrees to pay the charges fixed by the company.

26. The consumer expressly authorizes and permits the company to provide any information /message/ password related to service by way of SMS to his/her/its registered mobile and/or e-mail mentioned overleaf, at all times.

27. User acknowledges that spamming of emails is prohibited. Spamming is the transmission of any form of mail that can be interpreted as junk mail or mail generated via a distribution list, which the recipient has not specifically requested the company reserves the right to block the user's email id or even terminate the services if this is violated by any user.

28. The speed mentioned against various service plans are the maximum connectivity speed.

29. DIS support ends at the termination cable at the customer end only. Internet experience after a router or switch, won't be under DIS support scope. The best support is extended till a LAN connected computer only, provided the computer is at its best health and free from any kind of virus and malware.

30. DIS reserves the right to terminate any customer if any customer is found sharing the internet connection illegally to others without DIS permission or abusing the network nodes, which eventually disturbs other customers in the same node.

31. A DIS Customer account with a live subscription, cannot be paused or adjusted. It can only be cancelled and the customer will lose any funds associated with the subscription and pay for the next package he wants to subscribe.

32. There is no SLA or uptime guarantee on broadband connections, so no adjustments or refunds are done, in case of connectivity issues or whatsoever. Internet Leased Circuits holders come with 99.5% uptime guarantee and SLA agreement, so they are eligible for rental adjustments during their next billing cycle.

33. Port 25, 5060, 5061 is blocked for the whole network. Port 25 can be unblocked once you purchase a static IP from DIS and sign the IP declaration form stating your reason. Port 5060 and 5061 can be unblocked by leased line customers, once they submit their VOIP/OSP license copy with DIS. And any public IP access is blocked as well. In order to use your IP for external services like DDNS or Remote Screen or CCTV port forwarding, you will have to purchase a static IP from company.

34. The Customer has agreed to not to use the Services for any of the following activities:

- a). Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN).
- b). Originating the voice communication service from a telephone in India.
- c). Terminating the voice communication to telephone within India.
- d). Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ ISDN/PLMN in India.

- e). Use of dial up lines with outward dialing facility from nodes.
- f). Resell or cause to resell or offer to sell this Service.
- g). Interconnectivity with other ISPs.
- h). Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems.
- i). Forging or misrepresenting a message header of an electronic transmission originating or passing through Network
- j). Child pornography, Harassment, Fraud, Copyright Infringement, Fake Social Networking Accounts, Denial of service attacks on our networks or are other customers as well as other Networks, Transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Network for SPAM

- k). Fraudulent activities including, but not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites

- l). Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems

Turnaround Time for Onsite Support:

- Broadband Customers - Within 24 hours or before.
- Business Broadband Customers - Within 12-24 hours or before.
- Leased Line Customers - Within 1-4 hours or before

Complaint Logging and communication:

- User can use there portal to log a call and other details
- Directly call on +91-7376555533, +91-9838634065

ग्राहक सेवा/स्वीकृति पत्र

सम्माननीय उन्भोक्ता,

Digital Info Systems में आपका स्वागत है हमें खुशी है कि आप अपने शहर की एक बेहतरीन, Internet सेवा का हिस्सा बनने जा रहे हैं हमें अत्यंत खुशी एवं गर्व है कि आप हमारी कंपनी से एक सम्माननीय उपभोक्ता के रूप में जुड़ रहे हैं। **Digital Info Systems** की सर्विस लेने से पहले हम आपका ध्यान निम्नलिखित बिन्दुओं पर आकर्षित करना चाहेंगे, और आपसे अनुरोध करते हैं कि नीचे लिखे तथ्यों को ध्यान पूर्वक पढ़कर, समझकर अपनी सहमति प्रदान करें !

➤ **Digital Info Systems** की सर्विसेस कंपनी के कुछ उपकरणों द्वारा चलायी जाती है जिन्हें हम **CPE (Customer Premises Equipment)** कहते हैं जिन्हे उपभोक्ता के स्थान पर लगाया/फिट किया जाता है। जिनसे उपभोक्ता को हमारी सर्विस मिलती रहें। ये उपकरण सदैव कंपनी की (**Digital Info Systems**) की स्थायी सम्पत्ति रहते हैं। इन उपकरणों को किसी भी स्थिति में ना तो उपभोक्ता को बेचा जाता है और ना ही इनका कोई शुल्क लिया जाता है।

➤ उपभोक्ता जब तक कंपनी की सर्विसेस का उपयोग कर रहा है तब तक इन उपकरणों की रखरखाव की सम्पूर्ण जिम्मेदारी कंपनी के ऊपर होती है। लेकिन उपभोक्ता को इन उपकरणों के जलने, टूटने या चोरी होने की स्थिति में ही उपभोक्ता को भुगतान करना होता है (कंपनी की Price List के अनुसार)

➤ कंपनी के द्वारा **POE, Adopter & Cable** का रखरखाव एवं वारंटी 3 महीने की होती है इसके उपरांत खराब होने पर इनका भुगतान स्वयं उपभोक्ता को करना होता है (कंपनी की Price List के अनुसार)

➤ कंपनी अपनी सेवा को शुरू करने के लिए एक मुश्त **Installation** एवं **Activation** शुल्क उपभोक्ता से लेती है जो कि वापिस योग्य नहीं होता है और इस शुल्क का उपभोक्ता को बिल प्रदान किया जाता है और इस शुल्क का **CPE** उपकरणों से कोई लेना -देना नहीं होता है।

➤ **कनेक्शन** डिसकनेक्ट होने पर या डिसकनेक्ट करवाने पर कंपनी अपने सारे इक्विपमेंट (**CPE**) वापिस ले लेती हैं। जिस पर किसी भी तरह का विवाद उपभोक्ता की तरफ से नहीं होना चाहिये।

➤ कंपनी उपभोक्ता को किसी भी तरीके का **Wi-Fi/Wireless Router Provide** नहीं कराती। लेकिन उपभोक्ता स्वयं का **Wi-Fi/ Wireless Router Connection** के साथ लगा सकता है। कंपनी अपने **Engineer** द्वारा **Router** को **Installation & configuration** कराने में उपभोक्ता की मदद करती है

➤ कंपनी स्पीड टेस्ट **Performance Wi-Fi Router** के ऊपर चैक ना करने की सलाह देती है। (**तकनीकी कारण**)

➤ कंपनी सेवा चालू करने के लिये उपभोक्ता से सुरक्षानिधि एवं उपभोक्ता के द्वारा सेलेक्ट किये गये प्लान सुरक्षानिधि लेती है जो कि **कनेक्शन** डिसकनेक्ट होने पर या डिसकनेक्ट करवाने पर निम्नलिखित बिन्दुओं के आधार पर वापिस की जाती है -

a) उपभोक्ता द्वारा सभी बकाया का भुगतान कंपनी को कर दिया गया हो।

b) उपभोक्ता द्वारा कंपनी के सभी उपकरण जो कि उपभोक्ता के स्थान पर लगाये गये थे जो कि कंपनी को चलित स्थिति में वापिस कर दिये गये हैं।

c) उपभोक्ता की सुरक्षानिधि का भुगतान कंपनी के द्वारा 15 से 20 दिन के अंदर केवल चैक के माध्यम से अथवा अकाउंट में **Transfer** के माध्यम से किया जायेगा।

➤ यदि उपभोक्ता के द्वारा **कनेक्शन** डिसकनेक्ट होने या करवाने पर कंपनी के उपकरण वापिस नहीं दिये जाते हैं तो कंपनी इस स्थिति में उपभोक्ता की सुरक्षानिधि वापिस नहीं करेगी। एवं भविष्य में **कनेक्शन** देने में भी परेशानी आयेगी।

Support में लगने वाला समय .

आवासीय ग्राहक : 24 HR या उससे पहले

व्यवसायिक ग्राहक : 12 से 24 HR या उससे पहले

उपभोक्ता द्वारा दी गई स्वीकृति

मैं _____ उपरोक्त सभी तथ्यों को अच्छी तरह से समझ गया / गयी हूँ, और **कनेक्शन** डिसकनेक्ट होने पर अथवा करवाने पर कंपनी को सारे उपकरण बिना किसी विरोध / विवाद के वापिस कर दूंगा / दूंगी।

अतः हम आशा करते हैं कि आप सभी उपरोक्त लिखे गये तथ्यों को पढ़कर अपनी सहमति दे रहे हैं जिससे भविष्य में कंपनी से आपका कोई विवाद ना हो।

ग्राहक का नाम _____

ग्राहक के हस्ताक्षर _____