

Place

PC CARE AIRWAY INFRATEL PRIVATE LIMITED

CIN: U64204MP2017PTC043127

House No.-23, Viveka Nand Colony, Jiwaji University Road, Gwalior-474011 (M.P.)

E-Mail:-info@pccareonline.in, www.airwaybroadband.com



Powered by



The customer understands and acknowledges that

Pc Care Airway Infratel (P) Ltd. is an existing (Class-C) Internet Services Provider and having a license issued by the Government of India (Ministry of Communications and Information Technology, Department of Telecommunications) to provide Internet Services across India (including Internet Telephony).

General Terms & Conditions of Service:-

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

Signature of the Authorized person with Company Seal

Authorized Person Name ..... Date ..... Place .....

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- 34. All CPE, provided (but not sold) by PC Care Airway Infratel Pvt. Ltd. on the behalf of Pc Care Airway Infratel (P) Ltd. shall always remain absolute property of PC Care Airway Infratel Pvt. Ltd. The Customer shall only have use the custody of the equipment or other equipment/ accessories during the enrollment period.
- 35. he CPE has been provided to the Customer in order to facilitate PC Care Airway Infratel Pvt. Ltd. to exclusively use the same for rendering its Services. The Customer shall not deal with the CPE independent of PC Care Airway Infratel Pvt. Ltd. in any manner whatsoever.
- 36. Customer shall neither shift the CPE nor transfer the same in any manner. In case the Customer fails to comply with the terms and conditions of enrollment PC Care Airway Infratel Pvt. Ltd. reserves the right to lift or remove the CPE from the Customer's premises and terminates the enrollment without any liability whatsoever on its part.
- 37. The following service standards and time lines have been agreed between PC Care Airway Infratel Pvt. Ltd. on the behalf of Pc Care Airway Infratel (P) Ltd. Global Internet Services and the Customer.
- 38. The network uptime and the Services provided by Pc Care Airway Infratel (P) Ltd. and in their control shall have an uptime of 98% for the wireless customer and 95% for the wired customer, Outside of scheduled maintenance times.
- 39. All issues the customer raises to PC Care Airway Infratel Pvt. Ltd. and Pc Care Airway Infratel (P) Ltd. will be responded to within 24 hours by phone or email and resolved within 72 hours.

ADDITIONALT&C

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

Customer Declaration / Undertaking

- 1. I solemnly affirm and declare that I have read and understood the terms and conditions of this Customer agreement form and also agree to abide by any changes that are made from time to time.
- 3. I agree to pay all applicable charges for the all services and I hereby indemnify Pc Care Airway Infratel (P) Ltd. and PC Care Airway Infratel Pvt. Ltd. for any illegal use of any type on these services.
- 4. I understand that the required services will be provided to me subject to feasibility and Pc Care Airway Infratel (P) Ltd. and PC Care Airway Infratel Pvt. Ltd. reserves the right to accept or reject my application without giving any reason whatsoever.
- 5. That the Internet service taken by me will be used for browsing purposes only.
- 6. That no component of this network will be used for carrying any kind of direct or indirect voice or any other prohibited traffic/ signal/ information.
- 7. That we shall not be having any type of inter connectivity of voice and voice-cum-data networks including PBXs/ PABXs/ PAXs and IP-PBX on these circuits.
- 8. That, in case we are found to be having such inter connectivity, we shall be liable to be punished under Indian Telegraph Act/ Rules.
- 9. That all the hardware in the network is TEC approved.
- 10. That no card/unit/equipment or software is being used for carrying any kind of voice Compression/ Translation etc.
- 11. That internet bandwidth will not be utilized for any activity which is considered as illegal by the law Govt. and DOT.
- 12. That I have also gone through the guidelines of the ISP License issued to Pc Care Airway Infratel (P) Ltd. and agrees to abide by the same and failure to comply with those guidelines will be my sole responsibility.
- 13. That I indemnify to Pc Care Airway Infratel (P) Ltd. and PC Care Airway Infratel Pvt. Ltd. keep it indemnified against any loss, damage, Claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent/call charges due to misuse of the circuit or otherwise whatsoever in the matter.
- 14. I solemnly agreed with above mentioned terms of service and also declare that the information provided by me/us given above, are true to the best of my knowledge and belief and nothing has been concealed.

I hereby undertake and commit not to transfer/handover/sublet my Broadband connection/Internet Services (even temporarily) to any person who may attempt to use it for any unlawful activity as described in Terms & Conditions. If I do so, I will be liable and fully responsible for all obligations under the law of Govt. of India, and Pc Care Airway Infratel (P) Ltd. Internet Service Pvt. Ltd. and its franchisee will not be responsible. Any unauthorized transfer/use of the connection shall entitle Pc Care Airway Infratel (P) Ltd. and PC Care Airway Infratel Pvt. Ltd. to terminate my Internet Service forthwith. I hereby certify that the information given in this form is correct. I have read and agreed to the Terms & Conditions of this agreement. I undertake that the Internet Services provided by Pc Care Airway Infratel (P) Ltd. would not be used contrary to the provisions of TRAI / DOT & Govt. of India rules & regulations. If such is the case, Pc Care Airway Infratel (P) Ltd. has the right to disconnect my Internet services immediately without any notice.

Self & Business Declaration:-

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

Signature of the Authorized person with Company Seal

Authorized Person Name ..... Date ..... Place .....

For office use only

Date of application: ..... Subscription ID allocated: ..... User Name allocated: ..... Password (Default):.....

(Please change of password after first log-in) Sales employee's name: .....

Sales ID: ..... Application Accepted: Yes ☐ No ☐ Remark:.....

.....

Approved by: ..... Signature: .....



### Acceptable Internet Usage Policy

This Acceptable Policy has been formulated by Pc Care Airway Infratel (P) Ltd. Internet Service (P) Ltd. to ensure the legitimate use of Service by the Customer. This Acceptable Usage Policy has to be signed by the Customer along with the Service Agreement. The terms and conditions, including definitions and interpretations as contained in Service Agreement shall govern this Policy document.

#### **Terms and Conditions**

- The Customer shall and undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Indian Telegraph Act 1885, the Indian Telegraphs Rules, 1985 made there under and TRAI Act 1997 and any amendments or replacements made thereto from time to time. The Customer will ensure that the Service provided by Pc Care Airway Infratel (P) Ltd. shall not be used by the Customer himself nor the Customer shall allow his customers or any other party to use the same for any purposes other than the purposes permissible under the applicable statutory or regulatory provisions.
- The Customer shall be responsible for obtaining additional IP addresses, over and above the maximum limit of Pc Care Airway Infratel (P) Ltd. IP addresses that could be assigned by Pc Care Airway Infratel (P) Ltd. The Pc Care Airway Infratel (P) Ltd. IP Addresses are non-portable and have to be returned to Pc Care Airway Infratel (P) Ltd. on the termination of Service.
- The Customer has agreed to not to use the Services for any of the following activities:
  - Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN).
  - Originating the voice communication service from a telephone in India.
  - Terminating the voice communication to telephone within India.
  - Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ ISDN/PLMN in India.
  - Use of dial up lines with outward dialing facility from nodes.
  - Resell or cause to resell or offer to sell this Service.
  - Interconnectivity with other ISPs.
  - Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems.
  - Forging or misrepresenting a message header of an electronic transmission originating or passing through Network
  - 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
  - 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
  - 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
- The Customer is permitted to use customer encryption upto 40 bit key length in the RSA algorithms or its equivalent in other algorithms without having to obtain permission. However, if encryption equipments higher than this limit are to be deployed, Customer shall do so with the permission of the Telecom Authority and deposit the decryption key, split into two parts, with the Telecom Authority.
- Pc Care Airway Infratel (P) Ltd. may block internet sites and/or terminate the Service of the Customer, as directed by the Telecom Authority from time to time.
- The Customer shall maintain a log of all users connected and the service they are using (mail, telnet, http etc.). Customer must also log every outward login or telnet through their computers. These logs, as well as copies of all the packets originating from the Customer Equipment, must be available in real time to Telecom Authority. Type of logins, where the identity of the logged-in user is not known, should not be permitted
- Unless expressly stated herein, Pc Care Airway Infratel (P) Ltd. makes no express or implied warranties, guarantees, representations, or undertaking, whatsoever, regarding the Service or Customer Equipment, etc. which are provided by it
- In no event will Pc Care Airway Infratel (P) Ltd. or its Affiliates, employees, officers, and directors have any liability under these terms and conditions, regardless of the basis on which each party is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim), for any special, incidental, punitive, or indirect damages, or for any economic consequential damages (including lost profits or savings), even if foreseeable or even if the Customer has been advised of the possibility of such damages
- 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 laws 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 Service for anti-national activities and/or unlawful activities would be construed as an offence punishable under the Indian Penal Code or other applicable law. Acts such as break-ins or attempted break-ins of Indian networks shall be regarded as an anti-national act and shall be dealt with in accordance with the Indian Penal Code. The Customer must ensure that the Service provided by Pc Care Airway Infratel (P) Ltd. is not used for such purposes by him or any other person using his network
- Any behavior by a Customer that causes blacklisting must be remedied by the Customer within 48 hours of written, electronic or telephonic notice from Pc Care Airway Infratel (P) Ltd. Known spammers, previously unidentified, will be removed from the network once identified.
- The Customer shall provide necessary support to Pc Care Airway Infratel (P) Ltd, TRAI, DOT or any other Government Agencies to counteract espionage, subversive act, sabotage or any other unlawful activity
- Pc Care Airway Infratel (P) Ltd. reserves the right to disconnect the Service in case there is sufficient evidence of the Customer's intentionally or unintentionally using the Service in the manner which would adversely impact/affect network or infrastructure of Pc Care Airway Infratel (P) Ltd.
- Pc Care Airway Infratel (P) Ltd. may change, amend or revise the above terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed effective upon posting an updated and duly dated regulatory compliance to the Customer via email, fax, post or through any other medium opted by Pc Care Airway Infratel (P) Ltd.
- The Customer represents that he has read and understood the terms and conditions herein and has been fully informed about the Service to be provided by Pc Care Airway Infratel (P) Ltd, its specification, requirement, limitations, etc. and has understood the same and has thereafter agreed to sign this subscription request. That in the event of breach of any of the terms and conditions of this undertaking, Pc Care Airway Infratel (P) Ltd. shall have the right to terminate the Service without any liability whatsoever
- Any dispute, controversy or claim arising out of or relating to this arrangement, or the breach, termination, existence or invalidity thereof, shall be referred to a sole arbitrator mutually appointed by Pc Care Airway Infratel (P) Ltd. and Customer. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator will be final and binding upon Pc Care Airway Infratel (P) Ltd. and Customer. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall be Chennai.
- Pc Care Airway Infratel (P) Ltd. assumes no responsibility, and assumes no liability for, the security and integrity of data or information a user transmits via the Service or over the internet, including data information transmitted via any server designated as "secure." Pc Care Airway Infratel (P) Ltd. does not monitor, exercise control over, or accept responsibility for the content of information passing through Network. Pc Care Airway Infratel (P) Ltd. will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

Customer shall be responsible for the activities by accepting Service from Pc Care Airway Infratel (P) Ltd.

Signature of the Authorized person with Company Seal

Date ..... Place .....





REGULATORY TERMS GOVERNING INTERNET BANDWIDTH & LEASE LINE SERVICE

- The Customer undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Indian Telegraph Act 1885, the Indian Telegraphs Rules, 1951 made there under, Indian Wireless Act 1933, IT Act 2000 and TRAI Act 1997 and any amendments or replacements made thereto from time to time.
- The Customer agrees and undertakes not to use the Services for any of the following activities:
  - Voice communication by means of dialing a telephone number (PSTN/ISDN/PLMN) until and unless customer hold appropriate licenses and approvals and the same is informed to PC Care Airway Infratel
  - Originating the voice communication from a telephone in India
  - Terminating the voice communication at a telephone within India.
  - Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ ISDN/PLMN in India, until and unless it holds appropriate licenses and approvals and the same is informed to PC Care Airway Infratel.
  - Use of dial up lines with outward dialing facility from nodes.
  - Routing public Internet traffic between links of two or more Internet Service Providers (ISPs)Customer shall not be prohibited or otherwise restricted from using the Service with a leased line to (a) create a private network between it and its affiliates' company offices for exchange of traffic to facilitate inter-office communications, or (b) connect to a single EPABX to connect to both the PSTN and IP networks to facilitate, subject to the condition that EPABX/PBX is logically partitioned. At no time PSTN will be interconnected with CUG/IP network.
- The use of encryption by the subscriber shall be governed by the Government Policy/rules made under the Information Technology Act, 2000. As per the rules/guidelines, the customer will be liable to share the decryption keys of the encrypted data with the authorized government agencies as and when required.
- The customer shall not re-sell the services procured from PC Care Airway Infratel to any of its affiliates or group companies and any other third party, unless having the required authorization from the concerned authorities to do so.
- 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 laws of India, are not carried in his network by him or any other person using his network. Customer shall take all necessary measures to prevent it. The use of the services for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable law. Acts such as break-ins or attempted break-ins of Indian networks shall be regarded as an anti-national act and shall be dealt with in accordance with the Indian Penal Code. The Customer must ensure that the services provided by PC Care Airway Infratel is not used for such purposes by him or any other person using his network.
- Customer shall provide necessary facilities to PC Care Airway Infratel, TRAI, DOT or any other Government Agencies to counteract any unlawful activity.
- PC Care Airway Infratel shall be entitled to, without any liability, refuse, limit, suspend, vary, disconnect and or interrupt the Services, in whole or in part, at any time, for any reason and/or due to various factors including but not limited to:
  - Government's rules, regulations, orders, directions, etc.
  - Combat potential fraud, sabotage, etc.
  - Force-Majeure circumstances.
- PC Care Airway Infratel may change, amend or revise the above regulatory terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed effective upon receipt of an updated and duly dated regulatory compliance by the Customer from PC Care Airway Infratel via email, fax or post by PC Care Airway Infratel to the notice address/contact details as per PC Care Airway Infratel records.
- The Customer shall, grant access to the authorized government officials or PC Care Airway Infratel employees or third party employee authorized by PC Care Airway Infratel to carry out the physical inspection of the PC Care Airway Infratel's processes and systems installed at customer's premises as and when required as per PC Care Airway Infratel licensing obligations.
- The services from PC Care Airway Infratel shall not be used by the customer for any call centre or other OSP related services unless it holds the valid OSP registration certificate issued by concerned Govt. Of India authority. The responsibility of submitting OSP registration application along with PC Care Airway Infratel approved network diagram of Call Center/ OSP setup to DoT/ TERM cell shall solely be of the customer
- In case the customer installs any Wi-Fi network of its own, the customer:
  - Shall inform the same to PC Care Airway Infratel.
  - Undertakes to use the secured wi-fi network connection to avoid any misuse.
  - Undertakes that the he shall solely be responsible for any use/misuse of due to any wi-fi installation.
  - Shall set-up and maintain its own centralized authentication mechanism for the users of the Wi-Fi services for the usage.
  - Shall keep the authentication logs of all users on Wi-Fi network for at least one year. The same shall be provided to PC Care Airway Infratel and/or the concerned security agencies as per the instructions from concerned authorities.
- If the contract is due for renewal and the client has not put a request for termination or renewal, the services will be deemed accepted and continued as per mutually agreed existing terms and conditions.
- In case of conflicting terms between various documents, unless specifically mentioned, following will be the priority of the document for interpretation of the term, in descending order ----- 1) CAF 2)MSA 3)T&C 4)PO
- In case the Telecom Resource/ Connectivity is being taken for Call Center/ OSP purpose, the responsibility of submitting PC Care Airway Infratel approved network diagram of Call Center/ OSP setup to DoT/ TERM shall solely be of the customer.

Subscriber Signature

Date\_\_\_\_\_ Place\_\_\_\_\_

**PC CARE AIRWAY INFRATEL PRIVATE LIMITED**

CIN: U64204MP2017PTC043127

House No.-23, Viveka Nand Colony, Jiwaji University Road, Gwalior-474011 (M.P.)

E-Mail: info@pccareonline.in, www.airwaybroadband.com

**Customer Declaration:-**

- The terms and conditions mentioned here in shall form an integral part of the services being rendered and shall be binding on the Customer.
- The Customer undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Indian Telegraph Act 1885, the Indian Telegraphs Rules, 1951 made thereunder, Indian Wireless Act 1933, Information Technology (IT) Act 2000 and TRAI Act 1997 and any subsequent amendments or replacements made there to from time to time.
- The customer shall ensure that the services provided by PC Care Airway Infratel shall not be used for any purposes other than the purposes permissible under the applicable statutory or regulatory provisions as may be amended from time to time by the Telecom Regulatory Authority of India and Department of telecommunications, Government of India.
- The Customer shall be responsible to obtain its own IP address and domain name from the component authorities. In case the IP addresses are taken from PC Care Airway Infratel, the same are not assignable or portable and shall be mandatorily return to PC Care Airway Infratel on the termination of the Services.
- The customer agrees and undertakes not to use the services for any of the following activities:
  - Voice communication by means of dialling telephone number (PSTN/ISDN/PLMN).
  - Originating the voice communication from a telephone in India.
  - Terminating the voice communication at a telephone with in India.
- Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ISDN/PLMN in India. Use of dial up lines with outward dialling facility from nodes.
- The Customer is permitted to use encryption up to 40 bit key length in the RSA algorithms without having to obtain permission. However, if the encryption requirement is higher than this limit, the Customer shall obtain the permission of the concerned Telecom Authority and shall deposit the encryption key, split into two parts, with such Telecom Authority.
- PC Care Airway Infratel may block internet sites as identified and directed by the Department of Telecommunications, Telecom Authority or any other authorise agency from time to time.
- Customer has given PC Care Airway Infratel to understand that the required measures are taken by Customer to ensure that spam/malicious traffic is not generated from customer end. Anytime spam activity/unwanted/malicious is observed from customer link, PC Care Airway Infratel will terminate the link immediately without any further notice.
- **Customer agrees that PC Care Airway Infratel Network and Services must be used only lawful purposes. Customer may not use PC Care Airway Infratel's Network and Services in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component, (d) containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations or (e) generally, in a manner that may expose PC Care Airway Infratel or any of its personnel to criminal or civil liability (f) send e-mail message which are excessive and/or intended to harass or annoy others, (g) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (h) send e-mail with forged TCP/IP packet header information, (i) send malicious e-mail, including, without limitation, "mailbombing", (j) hijacking of IP space or (k) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider.**
- The customer shall maintain a log of all users, availing the Services (either through mail, telnet, http, etc.) and shall also maintain a log of every outward login or telnet through its computers. These logs, as well as copies of all the packets originating from the Customer Premises Equipment ("CPE"), must be available in real time to the concerned Telecom Authority. The Customer undertakes not to permit log-ins, where the identity of the logged-in users is not known.
- PC Care Airway Infratel warrants that the Services shall be of the acceptable grade, consistent with the established and generally accepted standards. Quality, functionality and/or availability of the services, may be affected and PC Care Airway Infratel is entitled to refuse, limit, suspend, vary or disconnect the services, at any time, for reasonable cause, including, but not limited, to the following:-
  - Any violation of applicable rules, regulations, orders, directions, notifications, conditions, of License Agreement etc. Issued by the Government/Telecom Regulatory Authority of India ("TRAI") etc; any discrepancy in the particular(s) provided by the Customer;
  - If the Customer is in default(including past defaults) in making payment for the Service or for any other telecom service provided by PC Care Airway Infratel.
  - During technical failure, modification, up-gradation, variation, relocation, repair and /or maintenance of the systems/equipment;
  - To combat potential fraud, sabotage, will full destruction, national security or for any other force majeure reasons etc;
  - Transmission limitations caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitations and/or due to non-availability of suitable technical sites to install/upgrade network.
  - Due to acts of God or circumstances beyond the control of PC Care Airway Infratel including insurrection or civil disorder, or military operations, national or local emergency, industrial disputes of any kind (whether or not involving PC Care Airway Infratel employees), fire, lightning, explosion, flood, inclement weather conditions, acts or commission of person or bodies for whom PC Care Airway Infratel is not responsible or any Act, regulation or Policy of the Government of India or State Government or any other Statutory Authority.

Subscriber Signature

Date \_\_\_\_\_ Place \_\_\_\_\_



- If Services are used in violation of any law, rule/regulation; or for a purpose other than declared by the Customer at the time of subscription
  - Interconnection failure between PC Care Airway Infratel and other service provider/s;
  - Any bonafide action taken by PC Care Airway Infratel to protect its Intellectual Property Rights (IPR).
- 
- PC Care Airway Infratel may change, amend or revise the above regulatory terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed to be effective upon posting an updated and duly dated regulatory compliance to the Customer via email, fax, and post or through any other medium opted by PC Care Airway Infratel.
  - In the event the Customer installs any Wi-Fi network of its own, the Customer:
  - Shall inform the same to PC Care Airway Infratel.
  - Undertakes to use the secured Wi-Fi network connection to avoid any misuse.
  - Undertakes that he shall be solely responsible for any use/misuse of due to any Wi-Fi installation.
  - Is required to set up and maintain its own authentication for its internet usage / Wi-Fi services.
  - Undertakes to keep a log of all the events on Wi-Fi network for a period of at least one year and shall provide the same to the regulatory and/or security age.

I/We hereby order for PC Care Airway Infratel (P) Ltd. Internet Service subject to terms and conditions as described in this Customer Application Form along with the MSA, SLA and the Terms and Conditions. I/We furnish all the necessary details in CAF.

<b>Declaration:</b> Customer's service is subject to, and will be governed by, this Customer Application Form (CAF), along with the MSA, SLA and Terms & Conditions. Customer's signatory and/or the person submitting this CAF to PC Care Airway Infratel confirms that he/she has read and agrees to the MSA dated : _____ with Sr. No : _____ and/or Terms & Conditions dated: _____ with Sr. No : _____ and is authorized to sign this CAF and/or submit it on behalf of his/her company.	<b>Customer Signature (With Stamp)</b>  <b>Name:-</b> <b>Designation:-</b> <b>Mobile No:-</b> <b>Mail ID:-</b>
<b>Date:-</b>	<b>Location:-</b>

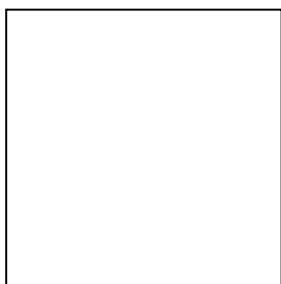
**Letter of Authorised Signatory**  
(Applicable for Business/SME/Corporate and Institutional Customer)

To,  
Account/Business Manager  
Pc Care Airway Infratel Private Limited  
Gwalior-M.P.

**To Whom So Ever It May Concern**

This is to certify that Mr./Mrs./Miss \_\_\_\_\_ is our regular employee of our company/Organisation/Institution \_\_\_\_\_ is authorised to sign and attest entire relevant document (Like KYC form) on the behalf of company mpany/Organisation/Institution to subscribe new **Internet Lease Line, Broadband Internet, telephone connection**, and Equipments lease service from your company "PC Care Airway Infratel Private Limited".

His attested color photo, signature and permanent address are herewith attested by me (As key person/Authority) and he bears the Aadhaar Card/PAN Card/Voter Card/Passport no \_\_\_\_\_ as proof of Identity issued by Government of India.



Signature Attesting Authority

Signature of Authorised person  
To sign KYC and CAF

Signature Attesting Authority

Signature of Attesting Authority /Key person	
Name of Attesting Authority/ Key Person	
Contact details	No:- Mail id:-
Dated	
Location	



Subscriber Signature

Date \_\_\_\_\_ Place \_\_\_\_\_



**Declaration of Link Delivery & Installation Address**

To,  
Account Manager  
PC Care Airway Infratel Private Limited.  
Gwalior M.P. 474011

We/I hereby confirm the following address to deliver and install Broadband Internet Connection/  
Internet Lease Line Connection on the behalf of (\_\_\_\_\_).  
We are submitting this Declaration Letter as Address proof to provide the Connection on the below  
mention address.

**Installation Address**

Subscriber Signature                      Date: \_\_\_\_\_ Place \_\_\_\_\_

Customer Name    :-  
Company        :-  
Position        :-  
Dated            :-

**Company Information Sheet**  
**For- Private Ltd. / Public Ltd. Company**

1) Name Of Company

2) Nature Of company

☐

PRIVATE LTD.

☐

PUBLIC LTD.

3) Registered Address (Mentioned In ROC)

4) ROC Office (Where Company is incorporated)

5) Corporate identify No.(Issued by ROC)

6) Date of Incorporation

7) PAN No. of the Company

8) GST No. of the Company

9) TAN No of the Company

10) Local address: where connection required

11) Director's Details:-

NAME	ADDRESS/CONTACT NO.
1)	
2)	
3)	
4)	
5)	

We hereby declared that all above information filled by us/me is true best of my knowledge

Subscriber Signature

Date \_\_\_\_\_ Place \_\_\_\_\_

## Self & Business Declaration

I /We Mr. \_\_\_\_\_  
S/o \_\_\_\_\_ having resident at \_\_\_\_\_

\_\_\_\_\_ and hold the position as Proprietor/Director/Partner/Manager/IT  
Manager in the \_\_\_\_\_

\_\_\_\_\_ declare that the Dedicated Internet connectivity (DIA), which  
we are going to subscribe from your company will use & utilize only for legal & law full business operation as per DOT/TRI regulation and  
others Law of Govt. of India.

- Customer /subscriber confirm & accept to maintain centralized authentication for internet service including Wi-Fi usage.
- Customer /subscriber confirm & accept to maintain NAT SYS log parameters for three (3) years for any NAT mechanism deployed.
- Customer/subscriber accepts & conform that he is not running any of the activities Covered Under other Service provider (OSP) license issued by Department of Telecommunication (DOT).
- Our Purpose of Usages

	Tick Mark which are applicable	Remarks
FTP ACCESS		
Web Hosting		
VOIP	Not Applicable	Not Allowed
Browsing		
Remote Server Accesses		
Company Mail Server		
Camera Server		
DNS Server		
Retailing		
Others (please specify)		

Subscriber Name	
Subscriber Address	
Circuit Id	
Speed/Plan/Packages	
Service Type	
Subscriber Type	
Industry Type	

Subscriber Name & Signature

Date \_\_\_\_\_ Place \_\_\_\_\_

## Customer IP Address Justification Form

**Pc Care Airway Infratel Pvt. Ltd.** (Brand “**Airway & FiberOne Broadband**” ) provides Wireless and Wire line & Optical Fiber Internet connectivity to its customers . Any customer using the PC Care Airway Infratel network for accessing the Internet are allocated IP addresses in the public IP address space allocated to PC Care Airway Infratel by APNIC (Asia Pacific Network information Centre) and IRINN ( Indian Registry for Internet Names and Numbers ). IRINN and APNIC is the organization responsible for managing and authorizing allocation of IP addresses in the Asia Pacific region including India.

All the IP addresses allocated by PC Care Airway Infratel to its customers have to be justified to APNIC and IRINN. By default PC Care Airway Infratel allocates a /29 IP address block (8 IP addresses), which will support typical requirements for most customers (e.g. DNS server, Mail server, Web server, and 100 workstations).

PC Care Airway Infratel is required to justify IP address assignment to APNIC and IRINN to ensure adherence to policies and guidelines set by APNIC and IRINN for responsible use of IP address space. Airway or any other access service provider does not own IP addresses. They are allocated / assigned to customers based upon documented justification. Airway will make necessary allocations within 7 business days of the completed justification for reaching us.

Please fill out the necessary details in the justification form below.

1	Organization Name	
2	Address	
3	Customer IP administrator's name	
4	Contact no.	
5	Email ID	
6	Bandwidth requirement	
7	Is the customer using public IP New Link addresses? If so, details of IP addresses including addresses space, provider, utilization of allocated addresses space (Use extra sheets if necessary)	
8	Pictorial representation of current As attached Network Layout. (Use extra sheets if necessary)	
9	Type of equipment / service and the IP New link addresses currently used	
10	No of IP addresses required	
11	Reasons for new requisition	
12	If single real IP address is not shared between multiple private IP addresses (NAT or Proxy), justify	

IP Address Utilization Details up to /32 Levels		
Equipment (Example: -Router Number of IP port, Firewall, Remarks addresses SMTP/POP3 servers, FTP/Web servers etc)	No of IP address	Remark

Customer /subscriber confirm & accept to maintain centralized authentication for internet service including Wi-Fi usage. (b) Customer /subscriber confirm & accept to maintain NAT SYS log parameters for three (3) years for any NAT mechanism deployed.(c) Customer/subscriber accepts & conform that he is not running any of the activities Covered Under other Service provider (OSP) license issued by Department of Telecommunication (DOT).

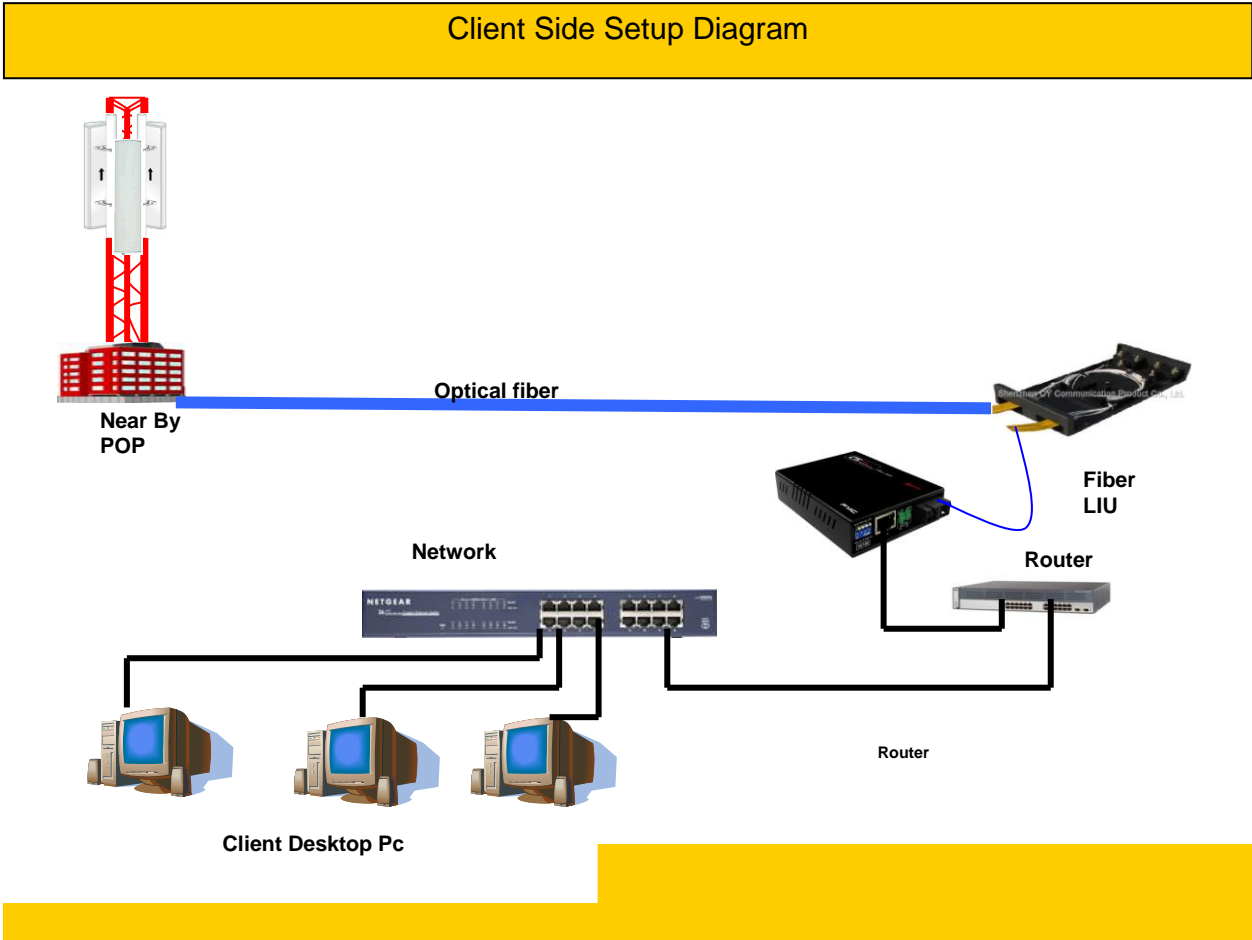
**Please attach a detailed network diagram clearly mentioning internal distribution of public IP addresses**

Subscriber Signature

Date \_\_\_\_\_ Place \_\_\_\_\_



Client Network Diagram  
Client Side Setup Diagram



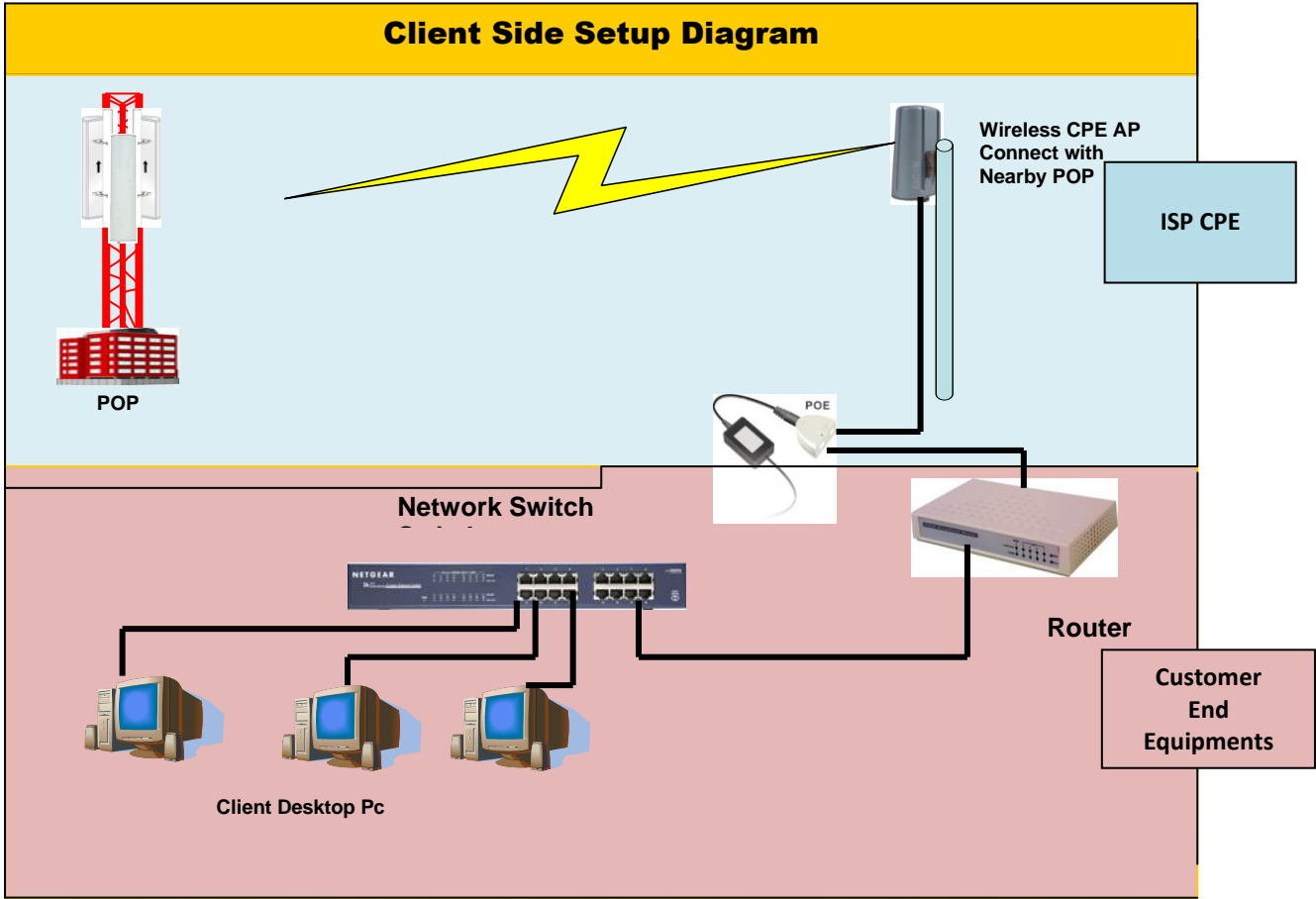
Subscriber Signature

Date \_\_\_\_\_ Place \_\_\_\_\_





# Client Network Diagram



Subscriber Signature

Date \_\_\_\_\_ Place \_\_\_\_\_



### Link Delivery & Closure Report along with Billing Activation Acknowledgment

**Date:-**

Dear Valuable Customer, Today's Greetings

Thank you for selecting us as your Internet partner.

At PC Care Airway Infratel Pvt. Ltd., we are committed to delivering simple and effective Internet solutions to suit your business needs. We value your association with us and look forward to a great relationship and assuring you the best of our services all times.

Here is a detail of your connection delivery related to billing, Activation, Technical and support system of your account for your ready reference. Do quote your circuit ID and billing accounts no (BAN) for all future communication with us. This will help us track your circuit and provide a quicker response.

Customer Information	
Customer Name:-	
Customer Billing Address	
Customer Installation Address	
Customer GST No	
Auth. Contact Person:-	Name :- NO :- Mail ID :-
Customer Technical Coordinator	Name :- NO :- Mail ID :-
Customer Account & Payment Coordinator	Name :- No :- Mail ID :-
Customer Registered Mail ID	
Customer Registered Mobile No	
Customer PO No & Date	
Customer Order & Billing Details	
CAF No & ID	
Service Activation Order No & Date	
Billing Account ID (BAN)	
Service Products Name	
Service Description	
Task Details:- (New/Up gradation)	
Speed & Bandwidth	
Date of Installation & Commissioning	
Date of Billing Activation:-	
Billing Cycle & Frequency:- (Monthly/Quarterly/Yearly)	
Minimum Contract Period	
Number of connection:-	
Annual Charges	Amount + GST
One Time Installation Charges	Amount + GST
Credit Limit	No



### Technical Information

Customer Circuit ID	Account ID from Tally
Service Products Name	
Service Products Description	
Speed & Bandwidth	
Customer Terminating Equipments (CPE) details on Returnable Basis	
WAN IP Pool	Pool:- Customer side :- PC Care Side:-
LAN IP Pool Details	
DNS Server Details	
Delivery Media Details (RF/OFC)	

### Support & Complaint logging information

Complaint VIA Voice	+91 751 2458202, 4888300
Complaint VIA SMS Whatapps	+91 9713354321
Complaint Online portal	<a href="http://airwaybroadband.com/complaint.php">http://airwaybroadband.com/complaint.php</a>
Complaint VIA Mail	<a href="mailto:wecare@pccareonline.in">wecare@pccareonline.in</a>
Account & Billing Help desk Mail	<a href="mailto:account@pccareonline.in">account@pccareonline.in</a>
Payment Collection Help Desk Mail	<a href="mailto:collection@pccareonline.in">collection@pccareonline.in</a>
Online payment link	<a href="http://airwaybroadband.com/bill_payment.php">http://airwaybroadband.com/bill_payment.php</a>

### Complaint Escalation matrix

Level-1 (0 to 4 Hr.)	Level-2 (4 to 8 Hr.)	Level-3 (8 to 12 Hr.)	Level-4 (>12 Hr.)
Complaint Center +91 751 2458202, 4888300 <a href="mailto:wecare@pccareonline.in">wecare@pccareonline.in</a>	Shift Manager +91 751 2458205 <a href="mailto:helpdesk@pccareonline.in">helpdesk@pccareonline.in</a>	Operation Head +91 9522275610 <a href="mailto:netabhay@pccareonline.in">netabhay@pccareonline.in</a>	GM Operation +91 9826270309 <a href="mailto:info@pccareonline.in">info@pccareonline.in</a>

### Subscriber Acknowledgement (Terms of Use):

- The IP Address assigned to Customer/subscriber by the Company or a Provisioning Entity in Connection with the Service shall be used only in connection with the Service. In the event Customer/subscriber discontinues use of the Service for any reason, or the agreement expires or is terminated for any reason, Customer's right to use the IP Addresses shall also terminate and the IP Addresses shall be deemed to have reverted immediately to the Company.
- If Customer requires additional IP addresses beyond allocated addresses then Customer shall be allocated a minimum block of (8) eight IP addresses and shall be charged extra as per actual.
- The Customer agrees that the Company shall not be liable in any manner for the consequences to Customer of an unauthorized breach of Customer's system security such as hacking or denial of service attacks additionally, Customer confirms that it shall conduct such tests and computer virus Scanning as may be necessary to ensure that data Uploaded or downloaded by Customer does not contain any computer virus and will not in any manner corrupt the data or systems of any person. The Company shall be entitled to, in addition to any other remedies available under law, suspend the Service or terminate this Agreement in accordance with the provisions contained therein, upon written notice for any violation of the aforesaid terms and conditions by the Customer.
- The Customer/subscriber confirms & accepts the use the Service in accordance with the Company's Internet Acceptable Uses Policy (the "Acceptable Use Policy"). The Acceptable Use Policy shall mean the Then current version of the Company's Acceptable Use Policy (as may be changed by the Company time to time) applicable to the city in which Customer uses a Service (and in the event no policy exists for a country, then the policy as per the Applicable Law shall apply). The Company may intimate the Customer promptly of any change in its Applicable Use Policy. In case of any conflict between the Applicable Use Policy and the Agreement, the Agreement will prevail.



- 5. Customer /subscriber confirm & accept to maintain centralized authentication for internet service including Wi-Fi usage.
- 6. Customer /subscriber confirm & accept to maintain NAT SYS log parameters for three (3) years for any NAT mechanism deployed.
- 7. Customer/subscriber accepts & conform that he is not running any of the activities Covered Under other Service provider (OSP) license issued by Department of Telecommunication (DOT).
- 8. Network Diagram (Customer end)

Customer Declaration of Acceptance

I/We hereby certify that the Internet Lease Line Connection from PC Care Airway Infratel (P) Ltd. has been successfully installed at my/our premises as details mentioned in this report and the service use was demonstrated to me/us. The billing commence from the date of billing activation.

Customer /Subscriber Signature

Name: -  
Contact no:-

Designation:-  
Mail id:-



**ISP Inspection Report for Lease Line Customer**  
**Name of ISP: - PC Care Airway Infratel Private Limited**  
**ISP License Details: - Class-C UL for Gwalior-SSA, Madhya Pradesh**

Dated: -

Location:-

#	Particulars	Details	Remark
1	Name of Customer:-		
2	Type of Customer		
3	Customer Billing Account No		
4	ILL Circuit ID		
5	Date of Commissioning /Activation		
6	Allotted Public WAN IP Pool from ISP		
7	Allotted Public LAN IP Pool from ISP		
8	Detail of Lease Line Router provide by ISP		
9	Detail of Last Mile Media from ISP		
10	Lease Line Termination Address		
11	Billing Address		
12	Technical Coordinator Name		
13	Technical Coordinator Designation		
14	Technical Coordinator Mail ID		
15	Technical Coordinator mobile No		
16	Type of usages of ISP Lease Line at Customer END	1. FTP Server 2. Web Hosting 3. VOIP (Not Applicable & Permitted)) 4. Browsing 5. Remote Server Access 6. Company Mail server 7. CCTV Server/NVR/DVR 8. DNS Server 9. Retailing (Not Permitted for NON ISP) 10. ERP Server 11. Online Application 12. Others_____	
18	Customer is Using Firewall for Security Purpose		
19	Customer is maintaining all DOT compliance for store NAT Log session.		
20	Customer is using ISP Lease Line as per Agreement		
21	Lease Line connected with PSTN Network at customer end		
22	Customer end Network Diagram Attached		

Subscriber Signature

Date \_\_\_\_\_ Place\_\_\_\_\_





**Customer END Network Diagram:-**

**Seal & Sign (Customer)**

Name :-  
Designation :-  
Contact No:-  
Date :-

**Seal & Sign (ISP Technical Executive)**

Name :-  
Designation :-  
Contact No :-  
Date :-



ग्राहक सेवा/स्वीकृति पत्र

सम्माननीय उपभोक्ता,

**Airway और FiberOne Broadband** में आपका स्वागत है हमें खुशी है कि आप 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। **Airway और FiberOne Broadband** 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 !

- Airway और FiberOne Broadband की सर्विसेस कंपनी के कुछ उपकरणों द्वारा चलायी जाती है जिन्हें हम CPE (Customer Premises Equipment Like Modem, Outdoor Wireless Device, Wired Router, Iron Poll, Tower, Ect.) कहते हैं जिन्हे उपभोक्ता के स्थान पर लगाया/फिट किया जाता है। जिनसे उपभोक्ता को हमारी सर्विस मिलती रहें। ये उपकरण सदैव कंपनी की (PC Care Airway Infratel Pvt. Ltd.) 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, किसी भी तरल पदार्थ से खराब होने पर, 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 6 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 धनराशि 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 ट्रांसफर 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।
- कंपनी के द्वारा प्रदाय किये जाने वाला ब्रॉडबैंड कनेक्शन सर्वश्रेष्ठ हाई स्पीड के साथ आता है इसलिये इस गति (स्पीड) को परीक्षण करने हेतु ग्राहक को हमेशा वायर्ड नेटवर्किंग (LAN) तकनीक का इस्तमाल करना चाहिए साथ में ग्राहक के उपकरण जैसे की कंप्यूटर /लैपटॉप /स्मार्टफोन /स्मार्ट टीवी उच्च एवं नवीन तकनीक के होना चाहिए जिसमे विशेषकर प्रोसेसर /मेमोरी / वाई-फाई इंटरफेस /वायर्ड नेटवर्क इंटरफेस नवीन तकनीक के होना चाहिए
- कंपनी अपने फाइबर ब्रॉडबैंड कनेक्शन के साथ जो वाई-फाई मॉडेम प्रदाय करती है (वापसी योग्य) उसकी वाई-फाई रेंज केवल 5 से 10 मीटर तक ही रहती है जिससे ग्राहक को वाई-फाई के सिग्नल इससे अधिक दूरी तक प्राप्त होने में समस्या आ सकती है (तकनीकी कारण) इस समस्या से बचाओ हेतु ग्राहक स्वयं का वाई-फाई राउटर उपयोग कर सकता है कंपनी के इंजीनियर इसे कनेक्शन से कॉन्फिगर करने में मदद करते हैं (केवल एक बार), ग्राहक के स्वयं के वाई-फाई राउटर में किसी भी की समस्या आने पर कंपनी के इंजीनियर उसे दूर करने के लिए प्रयासरत रहेंगे लेकिन यह समस्या कंपनी की इंटरनेट सर्विस कंप्लेंट नहीं होगी,
- ग्राहक के द्वारा एक से ज्यादा वाई-फाई राउटर कॉन्फिगर/कनेक्ट /इनस्टॉल करने पर अतिरिक्त चार्ज लिया जायेगा। (कंपनी के प्राइस लिस्ट के अनुसार)
- कंपनी वाई-फाई राउटर के साथ कनेक्शन की स्पीड टेस्ट ना करने की सलाह देती है, क्योंकि फाइबरबन (एफटीएक्स) ब्रॉडबैंड कनेक्शन एक उच्च गति का कनेक्शन है जो की कई तकनीकी मुद्दों के कारण वाई-फाई डिवाइस के साथ एबं पर चेक नहीं किया जा सकता है इसलिए कृपया हमें मजबूर न करें।
- कंपनी अपने कनेक्शन के साथ ग्राहक को किसी भी प्रकार का कोई वाई-फाई राउटर प्रदान नहीं करती है, यदि ग्राहक स्वयं का वाई-फाई राउटर उपयोग कर सकता है कंपनी के इंजीनियर इसे कनेक्शन से कॉन्फिगर करने में मदद करते हैं।

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। धन्यवाद

पंजीकरण के समय किए गए भुगतान का विवरण

प्रभार (CHARGES)	राशि (AMOUNT)	आर टी नम्बर (RT NO.)
Activation (Non Refundable)		
CPE Security (Refundable)		
Plan Security (Refundable)		

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।

ग्राहक का नाम \_\_\_\_\_

ग्राहक के

हस्ताक्षर \_\_\_\_\_



## Service Level Agreement

Pc Care Airway Infratel Private Limited (PCAIPL) will provide the following service level support to the Customer/Subscriber for the products and services ordered on the Dedicated Internet Access Service Order Form and CAF (Customer agreement form)

### 1. 24x7 Monitoring and Support

PCAIPL guarantees that its network will be monitored 24x7 and that support staff will respond to any service interruption that affects our network. PCAIPL Helpdesk & Complaint centre will provide customer technical support for all issues related to the functioning of the PCAIPL network or any equipment therein. During office hours (Mon – Sunday, 9:00 AM – 7:00 PM IST), the NOC may be reached via email ([wecare@pccareonline.in](mailto:wecare@pccareonline.in) & [helpdesk@pccareonline.in](mailto:helpdesk@pccareonline.in)) or by phone (+91 751-2458202, 4888300). After business hours, on holidays, and on weekends, telephone support will be provided and can be reached by calling 9522275610. After business hours support is available to report interruptions in service related to network or equipment failure, and does not include programming support.

**EMAIL SHOULD NOT BE USED TO REPORT SERVICE OUTAGES AFTER BUSINESS HOURS OR ON HOLIDAYS.**

### 2. Network Availability

PCAIPL guarantees that its network will be available 98% of the time in a given month, excluding Scheduled Maintenance. Upon experiencing less than 98% availability in a given month, Customer's account will be credited at Customer's request, where the assignable cause for the Downtime is related to PCAIPL -owned network infrastructure. Uptime is the functioning of the Customer's access to the Internet. Downtime exists when a customer cannot transmit and/or receive data to/from the Internet, and is measured from the time the trouble ticket is opened with PCAIPL's Complaint & Help Desk by Customer or Pc Care Airway Infratel Private Limited.

### 3. Network Uptime

PC Care Airway Infratel Private Limited (PCAIPL) guarantees network uptime of 98.00%. The service will be considered unavailable in the event of any unscheduled service outage on the PCAIPL network due to the transmission or equipment failure causing 100% blocking of movements of packets ahead of the Customer link and will be calculated on the monthly basis on Customer's request.

### 4. Network Packet Delivery

PCAIPL guarantees network packet delivery 98% of the time in a given month within the continental India, excluding Scheduled Maintenance. Upon experiencing less than 98% network packet delivery in a given month, Customer's account will be credited at Customer's request, where the assignable cause for the packet loss is related to PCAIPL - owned network infrastructure.

### 5. External Factors

PCAIPL cannot guarantee the availability of the public Internet, nor can PCAIPL take responsibility for downtime as a result of (a) natural or manmade disasters, (b) during any period in which PCAIPL is not given access to the service premises, or (c) inaccessibility to damaged aerial fiber due to safety hazards associated with related repair of electrical conductors. In such circumstances, PCAIPL will endeavour to return services to acceptable levels as quickly as possible. In no event shall PCAIPL be liable for failure to perform its obligations hereunder where such non performance is caused, in whole or in part, by force majeure, including, but not limited to, acts of God, wars, riots, storms, floods, and other causes not within Pc Care Airway Infratel Private Limited's reasonable control.

### 6. Burs table Bandwidth

PCAIPL guarantees the availability of the bandwidth the customer purchases as agreed upon in this agreement; this is called the committed rate. Bandwidth above the committed rate, called burs table bandwidth, is not guaranteed to always be available, since it is shared among all of PCAIPL L's customers.

### 7. Service Level Remedy

To receive credit for a failure to meet a service level standard, Customer must request such credit Within thirty (30) days from the date that the Dedicated Internet Access Service was unavailable. For each cumulative hour of network unavailability or fraction thereof in any calendar month, at Customer's request,



Customer's account shall be credited for the pro-rated charges for one day of the Pc Care Airway Infratel Private Limited recurring charge for the service with respect to which a service level standard was not met.

8. Scheduled Maintenance

Scheduled Maintenance means any maintenance at the PCAIPL hub to which Customer's circuit is connected (a) of which Customer is notified seven (7) calendar days in advance, and (b) that is performed at the PCAIPL hub to which Customer's circuit is connected. Notice of Scheduled maintenance will be provided to Customer's designated point of contact by email. Upon receiving such notice, Customer may request to have such maintenance postponed to a later date if agreed to by PCAIPL.

9. Chronic Trouble

A Dedicated Internet Access circuit is considered to have Chronic Trouble in the event that PCAIPL is unable to restore the service on three (3) or more separate occasions of more than ten (10) hours each or for more than thirty-six (36) cumulative hours in any given calendar month. The Customer shall have the option to either (a) obtain credits as set forth above or (b) terminate the affected circuit without liability provided the findings from the Chronic Trouble investigation find no fault is caused, or Contributed to, directly or indirectly, by any act or omission of Customer and / or end user, affiliates, Agents or representatives.

10. Maximum Time to respond/ Mean time to resolve (MTTR)

The MTTR for a network related problem reported on the Airway network only is as per table below

MTTR		
Description	Maximum Time to Respond	Mean Time to Resolve
PCAIPL Network	30 minutes	4 Hours

\*All parameters in Table 2.0 would be calculated by taking an average over a period of 1 (One) calendar month.

11. Network and Service Availability/ Uptime (in %)

Network Unavailability will not include any unavailability resulting from:

- a. Scheduled Maintenance of PCAIPL Network.
- b. An interruption during any period when the customer elects not to release the service for testing/ repair/ maintenance and continues to use the Service on an impaired basis;
- c. Any cut/fault in submarine cable system of Basic Telco Network beyond PCAIPL control. However PCAIPL may provide service on best effort basis during this period depending on availability of resources;
- d. Interruptions due to failure of equipment provided by Customer or other third party on behalf of Customer;
- e. Acts or omissions of Customer (including the provision of inaccurate information knowingly or unknowingly), or any use or user of the service authorized by Customer or Customer caused outages or disruptions;
- f. Interconnections to or from and connectivity within other Internet Service Provider (ISP) networks or any other service provider network in India; or
- g. Disconnection/s due to non-payment of PCAIPL's dues; or
- h. Reasons of Force Majeure.
- i. Calculation Formula

Overall Network Uptime

$$\text{Network Availability} = \frac{\text{Overall Network Uptime}}{(\text{Total Time} - \text{Maintenance} - \text{Incidence of Disaster} - \text{Outage on Customer's Behalf})}$$

**Network Availability Guarantee Remedy:** In the event the Customer experiences network unavailability during a month in excess of the guaranteed SLG (Table 1.0), the Customer may receive service Credit as per service credit table in Table 2.0.

Table 2.0 – SLG Table for Network Availability Guarantee Remedy

Parameter	Service Level	Terms of extension of service
Network Availability	98.9% & 98.00%	1:1
	97.9% & 97.00%	1:1.25
	Les Then 97.00%	1:1.5

- 1. 1:1 shall mean that for every 1 hour of network downtime, as measured by PCAIPL's network, Airway will extend the service by 1 hour.



2. **1:1.125** means for every 1 hour network downtime, as measured by PCAIPL's network, Airway will extend the service by 1 hr and 15 minutes
3. **1:1.5** would mean that for every 1 hour network downtime, as measured by PCAIPL's network, Airway will extend the service by 1 hr and 30 minutes

However the total extension of service offered as service credit shall not be more than three (3) days.

**12. Service Credit Claim Process.**

All service credit is calculated post completion of one (1) service quarter. To initiate a claim for Service Credit with respect to the Network Availability Guarantees, Customer shall submit a Service Credit Request Form within seven (7) business days after the end of the service quarter during which the outages occurred. Customer to claim service credits within maximum of 90 days post end of a service quarter.

**The claim for Service Credit must include the following information:**

- a. Customer Name and contact information
- b. TICKET number, circuit ID and billing code.
- c. Product or Service type
- d. Date and beginning /end time of outage
- e. Brief description of the characteristics fault
- f. End User location and circuit ID.
- g. Balance Payment status

**13. Planned Outages**

- a. Planned preventive network maintenance may be scheduled by PCAIPL.
- b. All planned outages will be carried out during maintenance window between 0200 hrs to 0600 Hrs IST.
- c. PCAIPL will inform by Phone, email or fax about maintenance activity to customers at least 2 days in advance. Customers may plan their data transfers accordingly.
- d. Customers shall allow PCAIPL to carryout maintenance activities as and when required. PCAIPL will carry out repair and maintenance activity on non receipt of confirmation from customers and shall not be responsible for loss of service.
- e. In case of emergency and customer services are affected partially or fully, PCAIPL will evaluate the criticalness and carryout maintenance to restore service immediately without any prior notice

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day, month and year first above written.**

**SIGNED AND DELIVERED**  
PC Care Airway Infratel Private Limited (PCAIPL)  
23, Vivekanand Colony, Near Silver Estate  
University Road, Gwalior-M.P.

**SIGNED AND DELIVERED**  
\_\_\_\_\_  
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\_\_\_\_\_