

Acceptable Internet Usage Policy

This Acceptable Policy has been formulated by PC Care Airway Infratel (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

1. 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.
2. 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 World Phone. 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.
3. **The Customer has agreed to not 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. 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.



4. The Customer is permitted to use customer encryption up to 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.
5. 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.
6. 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.
7. Unless expressly stated here in, 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.
8. 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.
9. 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 on behalf of PC Care Airway Infratel (P) Ltd. is not used for such purposes by him or any other person using his network.
10. Any behavior by a Customer that causes blacklisting must be remedied by the Customer within 48 hours of written, electronic or telephonic notice from World Phone. Known spammers, previously unidentified, will be removed from the network once identified.
11. The Customer shall provide necessary support to World Phone, TRAI, DOT or any other Government Agencies to counteract espionage, subversive act, sabotage or any other unlawful activity.
12. 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 World Phone.



13. 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 World Phone.
14. 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 World Phone, 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 under taking, PC Care Airway Infratel (P) Ltd. shall have the right to terminate the Service without any liability whatsoever.
15. 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.
16. 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 Pvt. Ltd.

