CIN: U64204MP2017PTC043127

Infratel (P) Ltd.

House No.-23, Viveka Nand Colony, Jiwaji University Road, Gwalior-474011 (M.P.) E-Mail:-info@pccareonline.in, www.airwaybroadband.com







| Customer Application Form (CAF) (SME/ISP/OSP/Corporate/Lease Line) | | | | | | | | nere a | our pho nd signsss it. | | | | | | | | | | | | | | | | | | | | | |
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| I declare tha | at all the | e info | ormatio | on subm | itted by | me in th | e applica | ation fo | orm is co | rrect, t | rue and | | | mer A | ACCE | | | of th | e Autl | noriza | d ner | son 14 | rith Cr | mnai | nv Spa | al | | | | |
| I declare that all the information submitted by me in the application form is correct, true and valid. I will present the supporting documents as and when required. I also have read and understood the Terms and conditions mentioned overleaf. I hereby agree to abide by them. I will use the requested Wi-Fi internet facility only for lawful activity. I also agree that my connection is Subject to verification and acceptance by Pc Care Airway | | | | | | | ., 500 | | | | | | | | | | | | | | | | | | | | | | | |

Name

Date

Place_

CIN: U64204MP2017PTC043127

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

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

The customer understands and acknowledges that



Pc Care Airway Infratel (P) Ltd. is an existing (Class-C) Internet Services Provider and having a licensed 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:

- 1. Interactive voice and fax messaging shall not be permitted on OUR Internet Services network, as such selling/promoting Internet Telephony/Fax etc., is prohibited.
- 2. Ending unsolicited messaging via Internet Services is unlawful and it is not permitted.
- 3. Probing for means of gaining unauthorized access to computers or networks is not permitted.
- 4. Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data, is not permitted.
- 5. Sending harassing or threatening transmissions over Intern Services is not permitted.
- 6. Internet contains unedited materials, some of which may be sexually explicit or offensive & provocative for which we have no control.
- 7. 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.
- 8. 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 schedule maintenance "Disconnection Term" will not require any notice.
- 9. The customer is required to fully comply with the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made there under and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
- **10.** Customer assumes total responsibility and risk for use of the Internet Services.
- 11. 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 It's Franchise would disconnect the service in case of non-receipt of monthly payment without giving any Notice to the subscriber.
- 12. 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 there from.
- 13. 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 warrants 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.& It's Franchise, its affiliates or its contractors be liable for any direct, 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.
- 14. 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.& It's Franchise in respect of such non-performance or delay in performance of our Internet Services.
- 15. 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.
- 16. 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 offence, 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
- 17. 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
- 18. 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 offence, give right 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.
- **19.** We can revise the tariff for its Internet services & its value added services from time to time to on its sole discretion.
- 20. 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.
- 21. 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.
- 22. We are responsible for delivering the service at single point to the customer premise. This can be to a PC or a CPE.
- 23. However further distribution or cabling that may be required is the customer responsibility.
- 24. 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.
- 25. Expected time of installation of connection and service is 7-30 days from the date of picking up the order form.
- 26. Customer can make all the payment in the favor of our authorized collection agencies vide cheque or cash and take the proper receipt.
- 27. 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. 28. 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.

 29. Please note that any liability includes civil and criminal liability for such unauthorized use and any resulting event connected there to 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.
- **30.** 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.
- 31. Customer shall not use the Services as an 'OSP' (Other Service Provider).
- 32. 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.
- 33. 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,

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Powered by

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

(a)

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:-

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.
- 3.1 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 TelegraphAct/ Rules.
- $9.\,\mbox{That}$ 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 | e only | |
| | | • | |
| Date of application: Subscripti | on ID allocated: | User Name allocated: | Password (Default): |
| (Please change of password after first log-in) Sale | s employee's name: | | |
| Sales ID:Application Accepted: ` | | | |
| Approved by: Signa | | | |

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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

- 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 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:
 - a. Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN).
 - o. 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
 - I. 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 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.
- 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 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
- 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 provided by 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 Pc Care Airway Infratel (P) Ltd. Known spammers, previously unidentified, will be removed from the network once identified.
- 11. 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
- 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 Pc Care Airway Infratel (P) Ltd.
- 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 Pc Care Airway Infratel (P) Ltd.
- 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 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
- 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 (P) Ltd.

| Signature of the Authorized person with Company Seal | Date Place |
|--|------------|

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 KY | C form) on the behalf of company mpany/Organisation/Institution to dband Internet, telephone connection, and Equipments lease service from |
| | d/Voter Card/Passport no as proof of Identity |
| | Signature Attesting Authority |
| Signature of Authorised person To sign KYC and CAF | Signature Attesting Authority |
| Signature of Attesting Authority /Key pe | ·son |
| Name of Attesting Authority/ Key Person | 1 |
| Contact details | No:- Mail id:- |
| Dated | |
| Location | |
| Subscriber 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.

Subscriber Signature

| Pleas | se fill out the necessary details in the justification form b | pelow. | |
|-----------------------|---|---|--|
| 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) | | |
| | Pictorial representation of current As attached Network Layout. (Use extra sheets if necessary) | | |
| | 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 | | |
| | | | |
| | ddress Utilization Details up to /32 Levels | | |
| | pment (Example: -Router Number of IP port, Firewall, arks addresses SMTP/POP3 servers, FTP/Web servers | No of IP address | Remark |
| | | | |
| | | | |
| | | | |
| | | | |
| /sub Cust issue | omer /subscriber confirm & accept to maintain centralizes scriber confirm & accept to maintain NAT SYS log paramomer/subscriber accepts & conform that he is not runnited by Department of Telecommunication (DOT). | neters for three (3) years fo ng any of the activities Cov | r any NAT mechanism deployed.(c) ered Under other Service provider (OSP) license |

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 | |
| Local address: where connection requir | red |
| 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 N | ۱۲. | | Sell & Business Declara | <u>ition</u> |
|------------|---|--------------|--------------------------------------|---|
| | | | | having |
| | | | | |
| | | | | and hold the position as |
| Proprie | tor/Director/Partner/M | lanager/IT I | Manager in the | |
| | | | | declare that the Dedicated Internet connectivity |
| (DIA) w | which we are going to su | hscribe fro | m vour company will use & utilize o | _declare that the Dedicated Internet connectivity nly for legal & law full business operation as per |
| | RI regulation and others | | · · · | my for legal & law fall business operation as per |
| | - | | | ntication for internet service including Wi-Fi |
| | usage. | | | |
| b. | Customer /subscriber of mechanism deployed. | confirm & a | ccept to maintain NAT SYS log para | meters for three (3) years for any NAT |
| C. | • • | ccepts & co | onform that he is not running any of | the activities Covered Under other Service |
| | | - | epartment of Telecommunication (| |
| d. | Our Purpose of Usages | | | |
| | | | Tick Mark which are applicable | Remarks |
| | FTP ACCESS | | | |
| | Web Hosting | | | |
| | VOIP | | Not Applicable | Not Allowed |
| | Browsing | | | |
| | Remote Server Access | | | |
| | Company Mail Server | • | | |
| | Camera Server | | | |
| | DNS Server | | | |
| | Retailing | , | | |
| | Others (please specify | y) | | |
| Subscribe | r Name | | | |
| Subscribe | r Address | | | |
| Circuit Id | | | | |
| Speed/Pla | an/Packages | | | |
| Service Ty | /pe | | | |
| Subscribe | r Type | | | |
| ndustry 1 | Гуре | | | |
| | | - | | |
| | | | | |
| Code " | an Nama O. C' |] | 21 | |
| Subscrib | er Name & Signature | Date | Place | |

CIN: U64204MP2017PTC043127

House No.-23, Viveka Nand Colony, Jiwaji University Road, Gwalior-474011 (M.P.) E-Mail:-info@pccareonline.in, www.airwaybroadband.com



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 है हमें अत्यंत खुशी एवं गर्व है कि आप हमारी कंपनी से एक सम्मानीय उपभोक्ता के रूप में जुड रहे है । Airway और FiberOne Broadband की सर्विस लेने से पहले हम आपका ध्यान निम्नलिखित बिन्दुओं पर आकर्षित करना चाहेंगे, और आपसे अनुरोध करते है कि नीचे लिखे तथ्यों को ध्यान पूर्वक पढ़कर, समझकर अपनी सहमित प्रदान करे !

- 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 है 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 है। इन उपकरणों को किसी भी स्थिति में ना तो उपभोक्ता को बेचा जाता है और ना ही इनका कोई शुल्क लिया जाता है।
- > उपमोक्ता 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 उपमोक्ता 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 हैं (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 स्यंव 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 है।
 - 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 है तो कंपनी इस स्थिति में उपभोक्ता की सुरक्षानिधि वापिस नहीं करेगीं। एवं भविष्य में कनेक्शन देने में भी परेशानी आयेगी।
- > कंपनी के द्वारा प्रदाय किये जाने बाला ब्रॉडबैंड कनेक्शन सर्वश्रेठ हाई स्पीड के साथ आता है इसलिय इस गति (स्पीड) को परीक्षण करने हेतु ग्राहक को हमेशा वायर्ड नेटवर्किंग (LAN) तकनीक का इस्तमाल करना चाहिए साथ मैं 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 केबल 5 से 10 मीटर तक ही रहती है जिससे ग्राहक को वाई-फाई के सिग्नल इससे अधिक दूरी तक प्राप्त होने मैं 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 कॉन्फ़िगर करने में मदद करते हैं (केबल एक बार), ग्राहक के स्वयं के वाई-फाई राउटर मैं किसी भी की समस्या आने पर कंपनी के इंजीनियर उसे दूर करने के लिए प्रयासरत रहेंगे लेकिन यह समस्या कंपनी की इंटरनेट सर्विस कंप्लैंट नहीं होगी,
- 😕 ग्राहक के द्वारा एक से ज्यादा वाई-फाई राउटर कॉन्फ़गर/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 हैं, 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 है कि आप सभी उपरोक्त लिखे गये तथ्यों को पढ़कर अपनी सहमति दे रहे है जिससे भविष्य में कंपनी से आपका कोई विवाद ना हो। धन्यवाद

पंजीकरण के समय किए गए भुगतान का विवरण

| प्रभार (CHA | ARGES) | राशि (AMOUNT) | आर टी नम्बर (RT NO.) |
|----------------------|-------------|---------------|----------------------|
| Activation (Non I | Refundable) | | |
| CPE Security (Refur | ndable) | | |
| Plan Security (Refur | ndable) | | |

| | उपभोक्ता द्वारा दी गई स्वीकृति |
|---------------------------------------|--|
| मै को सारे उपकरण बिना किसी विरोध / वि | उपरोक्त सभी तथ्यों को अच्छी तरह से समझ गया / गयी हूँ, और कनेक्शन डिसकनेक्ट होने पर अथवा करवाने पर कंपनी वेवाद के वापिस कर दूंगा / दूंगी । |
| ग्राहक का नाम | ग्राहक के हस्ताक्षर |