

You Broadband Terms & Conditions

1. The Company is Category "A" licensed Internet and Internet telephony service provider.
2. The Company hereby agrees to supply broadband/high speed Internet access and services ("the Services") to the Customer on the terms & conditions mentioned herein.
3. In case a customer avails of any Value Added Service online, the terms & conditions mentioned there-in, in addition to the following will apply.
4. The commissioning of services is subject to technical feasibility of the connection and realization of payment. The Company shall not be responsible for any direct, consequential, or other loss incurred or suffered by the subscriber due to delay in installation or commissioning of service. The company will refund payments received in the event of non-feasibility.
5. Service Plans available to the customer as mentioned on the reverse are more fully detailed in the Price list, which has been made available to the Customer by the Company. This is fully detailed on our website, www.youbroadband.in, & is updated regularly with the current plan list & details. The Company reserves the right to withdraw any Service Plan, or amend the price of or entitlements under any Service Plan without notice.
6. Service entitlements of the Customer under the chosen service Plan will be as applicable under the said Service Plan on the date of this agreement. The company, however, at its sole discretion, shall be entitled to amend or modify the service.
7. The connection should be used for the purpose of subscription and the Customer cannot use the services for any other purposes.
8. At the discretion of the Company, the Customer may be permitted to change the Plan under which he/she/they have obtained the Service at such additional cost which company may decide; subject however that such change may not be made in middle of a billing cycle.
9. The Company shall make all efforts to allocate the Customer, the username and email identifications of his/her/their choice. However, this is allotted on a first come first services basis, and in the event the usernames/email ids requested by the Customer are already allocated/in use, the Company reserves the right to allocate a unique username/id to the Customer. E-mail service provided by Company is free and on best effort basis. Company reserves the right to make it chargeable in future. Also company is not making any commitment regarding quality of email services.
10. All the terminal apparatus, including but not limited to cable modem, drop cable, Ethernet card, if any, and any accessories ("Equipment") installed within or appurtenant to the premises of the Customer in relation to the Services shall remain the property of the Company unless expressly transferred to the Customer in writing through a separate Bill of Sale/Transfer. However, the Customer shall be responsible for the safety and care of the said Equipment and shall not damage, alter or remove the same without the written consent of the Company. The Customer shall make good on demand any

damage which may be caused to the Company by breach thereof and for this purpose can deduct the amounts from the security deposit, without prejudice to any other remedies that company may have. In case of modem/device or any other hardware has been sold to customer, it will not be returnable on becoming non-functional or any other ground. The Company carries no guarantees/warranties for supply of such hardware. In case customer decides to get hardware repaired through Company, the cost of repair would be borne by customer at actuals.

11. The Customer undertakes that the Equipments shall at all times remain in the custody of the Customer at the premises at which the connection has been given by the Company, and shall be used only to receive the Service and for the manner authorized under this Agreement and no other purpose.

12. The Customer will be fully responsible for the proper upkeep, usage and safety of all the above-mentioned terminal apparatus during the period of this agreement, i.e. from the date, which this Agreement comes into effect. As such the Customer would be fully liable to pay the company repair or maintenance charges for the above mentioned terminal apparatus if the said terminal apparatus is lost or damaged due to improper usage or tampering during the period of this Agreement.

13. The Company is merely the supplier of the Equipment and not the manufacturer, the Company makes no warranties of any kind, express or implied, in respect to the same and also disclaims any warranty or merchantability and/or fitness for a particular purpose, warranties in relation to the Equipment will be made by the respective manufacturers of the Equipment.

14. In the event of termination of Service for any reason whatsoever, the Company retains the right to recover any and all Equipment belonging to the Company; and Customer shall permit authorized personnel of the Company or its contractors to effect such removal without let or hindrance, and without prejudice to any amounts due from the Customer to the Company.

15. No action, documentation, contracts or other material prepared by the Customer or utilized by the Customer for contracting with any other parties shall alienate, or seek to alienate, the Company's rights to recover the Equipment in the event of termination or non-renewal of the agreement.

16. Payment can be made by way of A/c Payee cheque/DD or Pay Order drawn on any local bank in favour of "YOU Broadband India Limited". Payment must be made on or before the due date failing which the Company shall be entitled to charge interest at the rate 18% per annum or prevailing market rate of interest, if higher, on all the outstanding charges from the due date and in addition shall be entitled to discontinue/suspend the Services, without notice, at its sole discretion. The Company shall have the right to adjust any security deposit paid by the Customer against such outstanding amounts, in the event of such adjustment the Customer shall restore the security deposit to the specified amount within 3 days, such that the security deposit at all times is maintained.

17. Upon reaching of the expiry conditions, services shall be suspended. However, the customer can get the services reactivated, by subscribing to any applicable Renewal Pack.

18. In case customer opts for termination of services, s/he has to submit a formal written termination request to YOU Broadband India Limited. Modem Deposit, if any, would be refunded after adjusting outstanding, if any, from the customer, after modem is returned. Refund will be made only by cheque, irrespective of mode of collection, in favour of the subscriber's name as per the Company's records. Subscription fee & one-time payments, including installation charges and Modem Rental if any, will not be refunded in any case. No interest will be payable by company on any amount of refund.
19. The Company shall have the right to set off any and all amounts paid by the Customer against any outstanding dues from the Customer to Company.
20. The customer shall be liable to pay charges for any excess usage beyond the subscribed pack.
21. The Company shall levy taxes on the prices payable by the Customer as specified by the prevailing tax norms of the Government.
22. The Company takes no responsibility whatsoever for the content on the Worldwide Web, or access of any content whatsoever by the Customer or any other person using the Service.
23. The company is not responsible for any commitment, representation or offering by the distributors or channel partners or dealers and the customer are advised to check back with the company in case of any doubt or any commitment etc received from anyone with regard to services of company.
24. The Company will endeavour at all times to maintain an adequate and reasonable quality of the Service. However the availability and quality of service may be affected by factors outside the Company's control such as physical obstructions, geographic weather conditions and other causes of electronic/electrical interference or faults in other telecommunication networks or availability of poles to which the Network is connected or on which network is built-up and shall not be liable for any consequences arising thereof including but not limited to damage to customer's PC or any other input or output devices of any types of kind connected to it or any other property. Also, the Company makes no representation or warranties as to the continuity or availability or quality of the Services. The company shall not be obliged to grant any service credit for disruption of services due to any reason whatsoever.
25. The Company makes no warranties on the Services provided herein, whether express or implied, including but not limited to warranties of title, non-infringement of any intellectual property rights or implied warranties of merchantability or of fitness for a particular purpose. No advice or information given by the Company, its affiliates or their respective officers, employees or agents shall create a warranty. The Company makes no warranty that the Services will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of viruses, worms, trojan horses or other harmful components and shall not be responsible for any consequences arising thereof. The Company shall not be liable to the Subscriber/Customer for any loss or damage whatsoever or howsoever, monetary or non-monetary caused or suffered, directly or indirectly, including and without limitation, as a result of delay in installation, non-availability or disruption in services, loss of data, interruption or stoppage to the Customer's access to and/or use of the internet/website/s, interruption

or stoppage of services due to any technical or non-technical reason, non-availability of connectivity between the customer and the Company, ill or faulty workmanship or error in network architecture. Company's sole obligation and the Customer's sole and exclusive remedy in the event of interruption of services by any of the means mentioned in this terms & conditions shall be to use all reasonable endeavors to restore the services as soon as reasonably possible.

26. The Company reserves the right to confirm or verify the information/details given by the Customer in this agreement at any other time directly or through its agents and/or associates, and may require the Customer to produce proof as necessary and applicable to substantiate such information/details.

27. The Company retains the right to withdraw or terminate the Service without notice in the event of:

- a. Wrongful, malicious or fraudulent representation by the Customer in respect of the details required by the Company for provision of services to the Customer.
- b. Non payment of dues by the Customer in respect of installation charges, hire or purchase cost of modem or other accessories, monthly subscription charges and/or fees, dishonour of cheque issued by the customer. The company reserves the right to levy penalty for cheques dishonoured, at the time of restoration of service.
- c. Use of the services by the Customer for, or permission given explicitly or implicitly by the Customer, or negligence by the Customer leading to, illegal, malicious or immoral purposes.
- d. Use of the service for gambling, solicitation, email attacks or denial of service attacks on any party or server, willful transmission or viruses, malicious or nuisance emailing or messaging, diffusion of immoral or pornographic material, commercial fraud, breach of copyright, breach of law and/or other offences.
- e. Any attempt by the Customer or his/her/their associates to pass themselves off as agents, vendors, retailers, cybercafes or business associates of the Company unless expressly authorized in writing by the Company to do so.
- f. Damage to the Company's equipment or terminal apparatus provided to the Customer for enabling the Service.
- g. Resale or unauthorized additional connections from the connection supplied hereby to the Customer.
- h. Any breach of the terms of this Agreement by the Customer.
- i. Any change or alteration in the Company's network resulting in inability to provide the Service to the Customer.

j. Complying with an order / request /direction from any Statutory/ Regulatory / Government authorities.

28. The Company reserves the right to suspend the Services during technical failure, modification or repair, or testing of the Services or the Network.

29. The Company reserves the right to terminate the services at anytime without assigning any reason by giving 30 days prior notice to the subscriber.

30. Post termination and/or suspension of Services, the Company will not be responsible to return or provide access to the Customer for any data of the Customer, whether or not stored in the Company's network or systems.

31. All terms of services by the Company shall be subject to the license conditions as stipulated by the Government of India and/or Telecom Regulatory Authority of India from time to time.

32. The customer shall be solely responsible for provision of PC with configuration to suit the requirements of the service opted for.

33. The Customer shall not use any hardware or software which is identified by the Government as unlawful or which would or does have the potential to render the network security vulnerable.

34. The Customer is required to fully comply with the laws of India and more particularly the Information Technology Act, 2000. the Indian Telegraph Act, 1855, the Copyright Act, 1956 the Trademark Act, 1958 and the rules made thereunder and any amendments or replacements made thereto from time to time.

35. The company accepts no responsibility or liability whatsoever for commercial transaction of any nature including bookings, purchases, contracts or agreements entered into over the Internet by the Customer or any person or firm using the connection of the Customer.

36. Customer will be responsible and liable for and will indemnify the Company in respect of liability for any and all use of the Customer's account and all actions and costs incurred and for all use of the Services accessed through the Customer's account or otherwise by virtue of the provision of the Services to the Customer including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights or for misuse of the service and any breach or non-observance of any term of this Agreement by the Customer.

37. All legal and beneficial rights, title and interest in or to or in connection with the Service including intellectual property rights and goodwill arising therefrom remain the Company's exclusive property. The Customer is only licensed during the subsistence of this Agreement to use and to have access to the Service. Upon expiry of or earlier termination of the Agreement, the right of the Customer to use the Service shall forthwith cease.

38. The Customer shall not take any steps including adopting any encryption system that prevents or in any way hinders the Company from maintaining a log of the Customer or maintaining or having access to copies of all packages/data originating from the Customer.
39. The Company shall not be liable for any failure or breakdown in the service or any loss or damage caused to the Customer due to war, hostilities, acts of terrorism, riots, strike, lockout, civil commotion, earthquake, lightning, flood, accident, fire or explosion, act of god, governmental acts, regulations or directions and/or any other cause not within control of the Company.
40. The Customer and the Company agree that this Agreement has been duly authorized and executed and is valid and binding and is enforceable in law in accordance with its terms.
41. In the event of any question, dispute or difference arising out of or in relation to provisions of the Services, the same shall be referred to arbitration. The arbitration shall be governed as per the Arbitration and Conciliation Act, 1996. Pending resolution, the Customer will be liable to continue to pay the charges for the Services. The arbitration shall be held in Mumbai. Costs of the arbitration are to be borne by the Customer and/or the company as decided by the arbitrators. The award of such arbitration shall be final and binding on both parties.
42. In relation to any arbitration under the terms and conditions herein, the courts of Mumbai shall have exclusive jurisdiction.
43. The terms contained hereinabove are over and above terms & conditions governing the services as contained in relevant tariff leaflet, website of the company including but not limited to privacy policy and disclaimers or any other terms & conditions as may be stipulated by the company from time to time.
44. Customer has agreed that any Wi-fi connectivity deployed by the customer has to be activated only after it has registered for centralized authentication with the Company. The Customer shall be liable for the consequences arising out of non compliance of this provision.
45. The customer agrees to receive service balance and other informative SMS sent by the Company from time to time on his/her mobile phone.
46. The Company reserve the right to modify, alter, change or amend any or all of the terms and conditions contained hereinabove from time to time, without any intimation to customer, by way of updating the same on the website of the Company.
47. Till time customer account activated, money lying with us as refundable security deposit.

Terms and conditions for Suvridha Plan:

1. The Security Deposit amount will form part of the credit limit enjoyed as per plan.
2. Device rentals will be charged even when the account is in inactive mode for all rented/shared modem customers, unless device is returned back to YOU Broadband India Limited

3. Plan charges and device rentals will be charged in advance, however, excess MBs (MBs consumed over & above plan limit) used will be billed in the next bill.
4. Any unutilised “free MBs” offered as part of the plan availed will not be carried over to the subsequent billing cycle.
5. All allocation of free MBs will only be on Pro-rata basis , for the period for which the account has been active .
6. The bills will be sent to customers's registered address by post and can be viewed online www.youbroadband.in. In case monthly bill is not delivered within 5 days of monthly billing cycle, the same can be reported to YOU Broadband India Limited & copies of bill can be arranged for or bill can viewed and paid online through www.youbroadband.in. In case of payment after due date, late payment fees would be charged as per rate applicable.
7. The services could get suspended prior to due date, on usage amount reaching the amount equivalent to credit limit set by the company.
8. After a suspension period of 90 days, your account will be de-activated and outstanding dues will be adjusted against the Security Deposit, if any.
9. The above terms and conditions are subject to review from time to time. Altered, modified and updated terms and conditions will be intimated by listing the same on website www.youbroadband.in.

Please Note :

It will be the responsibility of the customer to verify the identity of salesman/agent before handing over of money, particularly in case of cash payment. In case of any doubt regarding the salesman or price of plan, please confirm the same with our Call Center (nos for the same are mentioned in the form). YOU Broadband India Limited will not be responsible for providing service in case of non-receipt of money at it's office.

12. Please ensure that your PC is configured and Lan Card is made available to ensure connectivity.
3. Connectivity speeds depend upon the WEBSITES accessed & are not NETWORK DEPENDANT.