

## TERMS & CONDITIONS of the CUSTOMER AGREEMENT FORM (“CAF” or “Agreement”)

1. “SPECTRA” or “The Company” means Shyam Spectra Private Limited (Formerly known as Citycom Networks Private Limited) (CIN: U72300DL2008PTC177873) having its Registered Office at A-60 Naraina Industrial Area Phase - I, New Delhi – 110 028 and Corporate Office at Plot No. 21- 22, Udyog Vihar, Phase IV, Gurgaon-122 01 2. “Services” means Broadband Internet Access Service and other Value Added Services as advertised and offered by SPECTRA.
3. “CAF” shall mean this document/Agreement containing terms and conditions on which SPECTRA is offering its services
4. “Customer” shall mean any person who subscribes to the broadband Internet access services by accepting and signing this CAF for the provision of Services.
5. “CPE” means the Customer Premises Equipment(s) installed by SPECTRA or its agents/business associates at the Customer's premises, which is owned by SPECTRA or its agent/business associate and is provided to the Customer on right to use basis only.
6. “Scheme(s)” means any price plan and/or service plan that SPECTRA may offer from time to time.
7. “VAS” refers to Value Added Services that are beyond the basic Internet Access service as defined and provided under Services
8. “Contract Period” or “Contract Term” means period of time as opted by the Customer, during which SPECTRA shall provide and the Customer shall avail the services subject to the Terms and Conditions of the Agreement.
9. The Customer accepts to subscribe to the Services as offered by SPECTRA under this CAF.
10. The Services are being provided under the “SPECTRA” brand name owned by M/s. Shyam Spectra Private Limited.
11. SPECTRA is responsible for provisioning of Services and ensuring the correct working of the link up till the CPE.
12. The Service shall be provisioned within a period of 30 days from the date of submission of the CAF along with the required Customer verification documents to SPECTRA or its agents/business associates, and subject to successful technical feasibility. In case of circumstances where such provisioning is delayed beyond the committed period and/or not possible, Customer shall be intimated in advance.
13. The Customer's initial and continued subscription to the Services is subject to the Customer providing valid, complete and correct details like name, address proof, telephone number, photo id proof, email id etc., as required from time to time by SPECTRA under various applicable Laws. In case of any change, the Customer must inform SPECTRA about the same without delay, without fail. In case SPECTRA discovers at any time that the verification documents provided by the Customer are incorrect and/or incomplete and/or fabricated, it reserves the right to disconnect the Services to the Customer immediately without any notice. In such an eventuality the Customer shall be liable to pay all outstanding amounts till such date including administrative costs as incurred by SPECTRA and shall be solely responsible for any and all information provided by it.
14. The Customer shall not change/alter/modify the CPE installed in its premises by SPECTRA or its agents/business associates, without prior written approval from SPECTRA. Any change /alteration /modification in the CPE without the prior written approval of SPECTRA shall be deemed to be unauthorized and violative of the terms and conditions and shall entail immediate disconnection /de-activation /termination of Services.
15. The Customer shall allow SPECTRA to carry out inspection of the CPE at the Customer's premises from time to time, with prior intimation to the Customer.
16. SPECTRA shall use financially viable best efforts to provide continuous Service and maximum uptime of Service to the Customer while confirming to the prevailing regulation.
17. SPECTRA reserves the right to introduce/withdraw/extend any Scheme(s) at its discretion from time to time, and such Scheme(s) will have a specific validity period within which the Customer can subscribe to them.
18. VAS, which may be offered by SPECTRA may or may not be part of the Scheme(s). In case where VAS is not part of the Scheme(s) subscribed to by Customer, the same shall be subject to additional charges.
19. The Public IP address allocation will be as per policy of APNIC (Asia Pacific Network Information Center, Australia) and SPECTRA and subject to availability with SPECTRA. The IP Address will be allocated as per SPECTRA policy and as per the product specifications.
20. The Customer agrees that the IP address(s) allocated via/through SPECTRA is the exclusive property of SPECTRA and is(are) non-portable and non-assignable by the Customer.
21. SPECTRA will restore any CPE related Service problem at no cost to the Customer, given that the CPE malfunction is not due to any mishandling by the Customer. In case the Service problem is due to CPE being damaged by the Customer, knowingly or unknowingly, then SPECTRA shall charge the Customer the CPE replacement fee of Rs.5,000 (Rupees Five Thousand Only) or the actual cost of CPE, whichever is higher.
22. The Customer shall pay an interest free refundable Security Deposit (as per the applicable plan) at the time of booking of SPECTRA Services. Upon termination/expiration of the services, security deposit shall be refunded to the Customer, subject to return of Customer Premise Equipment (CPE) in good working condition, and to the satisfaction of SPECTRA.
23. SPECTRA will provide upto 30 meters of Optical Fiber Cable (OFC) length for connectivity to the Customer Premises Equipment (CPE), from “FLOOR DISTRIBUTION BOX” (“FDB”). For any additional OFC Customer shall be charged @ Rs.35-/meter.
24. The Customer shall use a valid account to access the service. Provision of service is subject to issuance of Log-in ID and password from SPECTRA.
25. The Customer agrees to make payment for Services and CPE, as applicable, as and when billed by SPECTRA, on regular basis, in a timely manner as per the subscribed Scheme(s), through cash or credit card, either directly to SPECTRA in person or on-line or to any of SPECTRA's authorized agents / partners. In case of any dispute(s) regarding the bill the Customer shall bring the same to SPECTRA's notice within 7 days from the bill date, beyond which the bill amount/charges shall be assumed to be without dispute(s) and the Customer shall be liable to pay the same in full.
26. The Scheme(s) prices are exclusive of any and all equipment/machine/device that may be required beyond the CPE for the Customer to use the Services and SPECTRA does not undertake to provide any such equipment/machine/device to the Customer as part of any Scheme(s) or on additional charges.
27. The Customer will be liable for all the service charges and other charges payable, notwithstanding the loss of, or inability to use the hardware equipment.
28. The Services provided are non-transferable.
29. The Customer undertakes to indemnify and hold SPECTRA harmless against any liability, which may arise on account of the Customer's act of omission or commission.
30. The connectivity provided by SPECTRA is exclusive for customer's own use. Reselling is not permitted in any circumstances.
31. The Customer agrees to comply, at all times, with all applicable laws, by-laws, rules, regulation, order, direction, notification, etc., of the Government/ Court/ Tribunals/ DOT/ TRAI /Information Technology Act, 2000 as amended and shall also comply with all the direction issued by SPECTRA which relate to the network, the Services, equipment, or connected matter and provide SPECTRA with all information and co - operation as reasonably required.
32. The Customer agrees that it shall not communicate, send, transmit, download or in any way deal with any objectionable messages or communications, which are inconsistent with the established laws of India, over the network offered and established for providing the Services. Customer shall not resort to hacking, cracking, spamming, bulk messaging, destroying, defaming or corrupting any sites/user(s) on the Internet or on SPECTRA's network, nor shall it indulge in any of the offences, more specifically defined under the Information Technology Act, 2000. Without

- prejudice to any action under law for the time being in force, violation or breach of any of these terms and conditions shall entitle SPECTRA to terminate the said Services immediately and any such termination doesn't restrict SPECTRA's right to take action and/or seek remedy for any damages /costs resulting out of Customer's such activities.
33. The Customer shall immediately inform SPECTRA of any damage/loss/theft of any equipment provided to the Customer by SPECTRA and shall be liable for all charges/cost towards the repair /replacement of the same.
  34. SPECTRA reserves the right to terminate the Services provided to the Customer by giving 30 days notice in writing.
  35. SPECTRA reserves the right to terminate any/all of the Services at any time without notice and further obligations to the Customer and without limiting any other remedies available to SPECTRA if any of the following events should occur:
    - a. Customer is in material breach of any of the terms or conditions mentioned herein.
    - b. Customer is found tampering or has tampered with any equipment and/or configuration of equipment of SPECTRA or provided by SPECTRA, without the prior written approval of SPECTRA.
    - c. Customer is found violating any act in force by illegal usage of SPECTRA Services.
    - d. In case of on-payment of dues by due date, re-activation will be done only after the payment is credited to the account of SPECTRA and SPECTRA reserves the right to charge an additional service re-activation fee and the Customer agrees to pay such charge.
  36. The Customer is prohibited from providing interconnection for provisioning of Internet services to third party through its connectivity. Customer shall not use the SPECTRA connectivity to link with PSTN / ISDN / PLMN or any Public Data Network under any circumstances. Customer alone will be liable for any and all legal action by the appropriate regulatory authorities or law enforcement agencies, in case of any violation related to the same.
  37. The customer shall only use VoIP minutes of an Indian service provider duly licensed by DOT, Govt. of India.
  38. SPECTRA shall not be liable for any act of its agent and/or Business Associate outside the scope of Services. SPECTRA's liability is limited to the Services rendered by it.
  39. In view of providing an optimal quality of service in a fair manner to all Customers connected to its Network and Services, the Customer acknowledge and agree that SPECTRA shall have the right (but not the obligation) to monitor and apply policies to any and all transmission via the Network and Services and that SPECTRA shall have the right and sole discretion to determine whether the transmission violates this Agreement and /or any prevailing Law, Directive, Regulation, and that the Customer shall abide by such determination.
  40. All charges for Services are exclusive of applicable taxes and levies including GST (goods and services tax) under GST Act applicable now or hereafter, however designated, imposed on or based on the provision, or use of SPECTRA Services. Customer agrees to pay all such Taxes & Levies, which will be invoiced by SPECTRA to Customer in accordance with the applicable Law. The Customer shall also pay to SPECTRA any regulatory fees charged to SPECTRA by any Government Authority, in connection with Services. "GST Act" shall mean any Act imposing or relating to the imposition or administration of the tax by State or Central government under State Good & Services Act (SGST), Central Goods & Services Act (CGST) or Integrated Goods & Services Act (IGST) or Union Territory Goods & Services Tax Act (UTGST) in India and regulations, rules made under the said Acts and as amended from time to time. SPECTRA shall give the Customer a valid tax invoice for all taxable supplies in accordance with the GST Act. The parties agree to comply with all the compliance requirements under GST Act including anti profiteering clauses (as amended from time to time). Before raising invoices under GST Act post appointed date, Customer shall inform SPECTRA in writing about the address and GSTN on which such invoice has to be raised by SPECTRA, failing which it will be assumed that the Customer doesn't require registration under GST Act. SPECTRA will raise invoice from its Local office situated in the State from where Services are being delivered i.e. and in the absence of Local office, from its Corporate office situated at Gurugram (Haryana). Any dispute regarding input tax credit or any other matter pertaining to taxes shall be communicated to SPECTRA within 30 days from the date of issuance of the invoice. This Clause will be effective from appointed date i.e. 1st July, 2017 or any other date as may be notified for GST Act.
  41. These terms & conditions shall be governed by and interpreted in accordance with the laws of India. In the event of any dispute relating to the interpretation or performance of this Agreement arising between the Parties, they will first do their utmost to settle their dispute amicably. If any such dispute cannot be settled amicably, it shall be referred to the Nodal Officer of SPECTRA. The courts of New Delhi shall have exclusive jurisdiction.
  42. Miscellaneous
    - a. The terms of this agreement are subject to the clauses of Force Majeure.
    - b. This agreement is the complete and exclusive statement of understanding between SPECTRA and the Customer.
    - c. The Customer will be bound by any variations made in these terms & conditions, which will be notified to the Customer.
    - d. All communication and inquiries are to be addressed in writing to the Corporate office of SPECTRA, sent by hand or by registered mail or by email

