

TERMS & CONDITIONS

- SKAY agrees to render satisfactory connectivity of Data/Voice Services and interconnectivity as mentioned in the Tariff Plan.
- Subject to the acceptance of the application and technical feasibility, SKAY shall endeavor to provide the Data/Voice Services within a specified period from the date of receipt of installation charges and security deposit.
- This subscription for SKAY Data/Voice Services [“ Subscription ”] shall be valid for a period in accordance with the Tariff Plan opted. The Subscription may be renewed thereafter on mutual consent of SKAY and the User at such prevailing tariff rates as of the date of renewal. Invoices can be sent to customers by post or may be by electronic mail. Payment shall be made within the date mentioned in the invoice, default of which exceeding 7 days shall attract a penalty interest of 2%. Non-receipt of bills cannot be claimed as reason for non-payment.
- Where applicable, each recharge coupon shall be valid for a period as specified in the recharge coupon and the same shall be renewed for a similar period at the end of every validity period until the end of the Term.
- User shall be permitted to change its Tariff Plan only at such specified intervals as and according to SKAY’s Charge of Tariff Plan policy
- Subject to the applicable law, SKAY shall be entitled to change the tariff rates for any Tariff Plan already subscribed to by the User on giving a 2 days notice to the Users.
- The data rates shown as downstream or upstream only to last mile, however SKAY shall not be responsible for lesser down load or upload data rates caused by accessed website status or the international gateway or the media.
- SKAY shall not be responsible for the malfunction of CPE/NODES due to adverse power conditions, act of God, floods, fire, strikes, arson, terrorism, government regulations, nature calamities and any other unforeseeable condition that is beyond the control of SKAY or its representatives.
- SKAY shall not be responsible for the malfunction or corruption of any hardware and software products of the User arising out of or resulting from the use of SKAY Data/Voice Services.
- SKAY shall not be responsible for disruption of SKAY Data/Voice Services if the ATA/CPE is removed, damaged, changed or repaired
- If you are a customer for both our Data and VoIP services, the usage will be rated on a concurrent basis and it will be treated as first in - first out basis only.
- Users may experience service disruptions due to power failures. Wi5 will make its best efforts to minimize these disruptions.

DISCLAIMER

- SKAY does not warrant to its Users privacy, security or efficiency of the Internet. Notwithstanding the aforementioned, SKAY shall not be responsible for the security or confidentiality of any material that is transmitted via the Internet.
- SKAY does not ensure the quality, credibility or accuracy of any information, product or services that is accessed via the Internet and shall not be responsible for any act or deed of the User that is based on such information, products or services.
- The User is required to fully comply with the provision of the Indian Telegraph Act 1925, India Telegraph Rules, Information Technology Act, 2000, Indian Penal Code, 1860 any amendments or replacements made thereto from time to time and all other applicable laws of the land whether now existing or brought into force at any point of time during the Term.
- This Subscription is User specific and shall not be transferred or assigned or be made available to any other person/institution / organization whether by way of Private Branch Exchange PBX, call centre, computer or any other means.
- All Internet Protocol [“ IP ”] addresses assigned will be dynamic except for plans with static IPs.
- This Subscription is subject to the Fair Usage Policy of SKAY.
- a) SKAY will not be liable whether in contract or otherwise for any indirect loss or damage (including by consequential loss or loss of property) suffered by customer as a result of this agreement or customer usage.
- Termination: SKAY and/or the User shall be entitled to terminate this subscription by serving a written notice to the other party 7 days prior to such date of termination. In the event of non-payment by the User of the invoice amount after the due date, SKAY shall be entitled to terminate this subscription without notice to the User.

In the event of a material breach, by the User, which cannot be cured, of any of the Terms & Conditions set forth herein, SKAY shall have the right to terminate this Subscription without a notice to the User. In the event of termination, the User shall pay any pending dues accrued at the prevailing bank rates of interest, to SKAY in relation to the VOIP services availed of until the date of termination. SKAY shall refund the security deposit within 60 days of the date of termination.

SKAY reserves the right to terminate this Subscription on the validity period in the event of expiry of the validity and subsequent non-renewal / recharge for a period of 3 months, non usage of SKAY Data/Voice Services by the user for a duration of 3 months or for breach of clause(s) in the Terms & Conditions on the part of the customer.

Payment made in lieu of Prepaid Subscriptions are not entitled for refund.

- Dispute Resolution : This Application Form along with the Terms and Conditions and all Annexure attached hereto shall be governed under the laws of India.

In the event of any dispute arising out of or resulting from this Subscription and the Terms & Conditions aforementioned, the parties shall at the outset try to resolve the dispute by the process arbitration.

EXPLANATION FOR ABBREVIATIONS

CPE – Customer Premises Equipment. ATA – Analog Telephone Adapter, IP – Internet Protocol. Dynamic IP : Changes from session to session Vs Static IP always remains same.

INTERNET TELEPHONY:

The user 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 including section 67 of the Information Technology Act, 2002 and section 292 of the Indian Penal Code, 1860, are not transmitted, downloaded, published or used in any other manner.

The User shall not cause or make use of, the network for activities that threaten or infringe the territorial sovereignty, national security or disrupt friendly relations with foreign states or excite or incite hatred towards the government of India and any such acts shall be construed as an offence punishable under the Indian Penal Code or other applicable laws. The network shall not be used to endanger or make vulnerable a networked infrastructure. Break – ins or attempted

break – ins of other networks shall be dealt with in accordance with the applicable laws of the land.

In accordance with section 5[2] of the Indian Telegraph Act, 1885 and for purposes thereof, messages to or from any person or class of persons relating to any particular subject may be intercepted and prohibited from transmission or shall be disclosed to the government.

SKAY’S FAIR USAGE POLICY Why do we have a Fair Usage Policy?

To prevent our network being used for unlawful and otherwise inappropriate uses and To Provide the best of internet experience to all our customers.

The Policy

SKaY maintains and promotes a policy of fair and acceptable usages at all times. The subscriber [“ user ”] should ensure that any use of SKAY services, by the user or anyone else using the user’s account, doesn’t in any way contradict the restrictions listed

below. User’s responsibilities to help keep our network secure are listed at the end of this

Fair Usage Policy [the ‘Policy’]. The user should ensure that anyone using his account to access

SKAY-Services agrees with this Policy with this Policy and is aware of their obligations under it.

SKAY Data Services should not be used for:

- Unlawful, fraudulent, criminal or otherwise illegal activities.
- Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person.
- Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters.
- Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by SKAY or any other Internet user or person.
- Activities that invade another’s privacy, cause annoyance, inconvenience or needless anxiety to any person.
- Activities that are in breach of any other third party’s rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices of proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material.
- Anything that may disrupt or interfere with SKAY network or services or cause a host or the network to crash.
- Making excessive use of , or placing unusual burdens on, the network, for example by sending or receiving large volumes of emails or excessively large email attachments.
- Circumventing the user authentication or security process of a host or network.
- Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.
- Monitoring or recording the actions of any person entitled to be in your home or business premises without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person’s home or business premises.
- Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.
- 13.

Fight against Spam

In case any emails sent by a user have the characteristics of spam, SKAY reserves the right to block such emails. Such user will be contacted by SKAY and the spamming activity may result in suspension or termination of that user’s service at the option and sole discretion of SKAY.

Excessive network usage

Although SKAY bandwidth allocations are very generous a very small number of customers use an excessive amount of the network bandwidth, to the extent that it can impair the experience of others. SKAY’s Fair Usage Policy is designed to provide the optimum internet experience to all customers. If it’s felt that any SKAY user’s Internet activities are so excessive that other members are detrimentally affected, SKAY may give the member generating the excessive web traffic a written warning (by email or otherwise). In extreme circumstances, should the level of activity not immediately decrease after the warning, SKAY reserves the right to terminate that user’s services.

User’s Responsibilities to help keep the network Secure

Ensure that your User ID and /or password remain confidential so that the network cannot be used by any unauthorized person.

You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

The responsibility for all uses made of SKAY Internet Services – whether authorized or unauthorized – rests with the user. The user agrees that SKAY and SKAY Systems India Ltd, are not responsible for any user activities using this network. Although the Internet is designed to appeal to a broad audience, it is the user’s responsibility to determine whether any of the content accessed via SKAY Internet service is appropriate for children or others in your household or office to view or use.

Breach of Policy

If any user’s usage of services constitute a breach of this Policy, SKAY may, at its option and discretion, either give the member notice to stop the unacceptable use(s) or terminate that subscriber’s service, with or without notice as SKAY considers appropriate.

To report any illegal or inappropriate use of SKAY services, please send an email to fair usage info@skay.co.in Continue to have a wonderful internet experience with SKAY.

DECLARATION

I have read and understood the above mentioned Terms & Conditions and agree to abide by them.

Place:
Date:

Signature of the Customer