

TERMS AND CONDITIONS OF USE

1. About

Digital Cable Broadband (P) Ltd. (referred to as DCB), is a registered and licensed Internet and Internet Telephony Service Provider. Any individual/ entity subscribing to the services offered by DCB are hereunder referred as the 'subscriber'.

2. Service

DCB Provide its services via wire / wireless, which requires us to install and power a DCB Box (DCB Network Terminator) at my premises. I accept this requirement and hereby accord the permission for installing this DCBNT box and give power for the same, so that DCB Internet services may be installed and commissioned.

3. Billing

*New DCB subscribers are billed on 1st of the month subsequent to the month in which they have subscribed to DCB services.

DCB does the billing for its monthly packages one month in advance. All subscribers of DCB's services are by default aligned to the 1st to 1st monthly billing cycle.

DCB does the billing for its fixed term packages (like Annual, Semi Annual etc packages) from the date on which package is activated till the date the package expires.

DCB bills its data package customers on post paid basis. All usage which exceeds the package limit of a particular month is billed in the next month bill cycle

DCB invoice becomes due and payable, immediately upon the bill being raised.

4. Payment

At the time of subscribing to DCB's data services, the subscriber is required to pay the following charges.

Installation charges, if required as per the terms of the package being subscribed to

Security Deposit, if required as per the terms of the package being subscribed to

Subscription charges for the entire package amount being subscribed to

Any other charges as may be required as informed by DCB sales staff to the subscriber

DCB subscribers are required to pay their bills immediately on receipt of the same, else the services may be disconnected without notice.

Billing disputes will only be entertained upon the subscriber first cleaning the entire amount billed by DCB. If DCB finds any genuine errors in its billing, the same will be passed to the subscriber by the way of a credit note in subsequent months.

DCB provides multiple monthly services to its subscribers, and its subscribers are not allowed to hold back or delay payments of one service on account of any issues or concerns that the subscriber may have with another service. In such circumstances, DCB retains the right to disconnect the services of the subscriber without notice, in case of non payment within prescribed time.

DCB assigns credit limits to its subscribers based on certain parameters, and in case the subscribers cross these limits, they will be disconnected from the DCB service with or without notice.

5. Power

DCB delivers its services using the wire / wireless network. An active network requires power from the subscriber and DCB subscriber accords. His/ Her/ Their consent to the same for the duration of their subscription to DCB services.

DCB subscriber undertakes to never switch off the power to any DCB equipment which may be located in the premises of the subscriber, without giving adequate notice of at least 7 days to enable DCB to make alternate arrangements at the time of services being discontinued. Any violation of the same will be treated as a breach of this agreement.

6. Usage of internet

DCB explicitly prohibits its subscribers to use the services provided by DCB for any illegal or immoral activities as specifically prohibited by the laws of the land. Any deviation to this requirement, will invite immediate action from DCB, including but not limited to filing a complaint / case with the necessary authorities for the purpose of enforcement of legal remedy or action.

DCB services cannot be used by the subscriber for illegal voice termination activities and any notice of the same will invite immediate censure by DCB and the same will be reported to the authorities who enforce the laws of the land.

DCB services cannot be used by the subscriber for malicious, illegal, anti-national activities and any notice of the same will invite immediately censure by DCB and the same will be reported to the authorised who enforce the law of the land

DCB services are governed by the rules and norms prescribed by TRAI and DOT and accordingly, DCB reserves the right to track the usage of its subscriber's and on demand provide the same to the authorised Govt. bodies.

DCB mandates that its subscriber's keep their access password secure and secret all the time. Any sharing of passwords is not permitted and in case of any instance of the same is observed or brought to our attention, then DCB reserves the right to recover damages from the subscriber.

7. Shifting your connection

DCB allows its customers to request for a connection transfer in case you are shifting your residence / office. The same is a chargeable service and it subject to network feasibility.

8. Usage of Wi-fi

Usage of Wi-Fi by a subscriber is strictly required to be in compliance with the Department of Telecommunication Policy on the same (www.dot.gov.in),. The subscriber is required to intimate DCB in advance in case they are installing a Wi-Fi Router or Access Point on the connection provided by DCB subscriber is required to ensure that his router SSID is in hidden mode and the access to the same is not open and is controlled by way of a Network key / Encryption key, subscriber's may also opt to use the centralised managed Wi-Fi Routers provided by DCB, in order that DCB can ensure compliance with the Wi-Fi policy and rules, in case the subscriber's are not able to ensure compliance on their own with these requirements.

9. Installation

DCB endeavours to provide installation of a new connection with 15 working days, as prescribed by TRAI, subject to Technical feasibility. In case of any delay beyond 15 working days, TRAI guidelines are adhered to by DCB. Note-if extra cabling is required for feasibility, additional charges will apply.

10. Refund Policy

DCB does not entertain refund of any amounts that may have been paid by the subscriber, for an Annual / Semi Annual / Quarterly / Monthly package. Only in case of non-feasibility of a new connection, refund is made by DCB. The time for a refund to be affected is 4-6 weeks, beyond the allowable time of 15 working days as mentioned above.

11. Discount Policy

DCB Provides service discounts in line with TRAI policy on the same, on a case to case basis, as needed.

In case of Billing disputes, DCB subscriber's are required to email their specific concerns to billing@digitalcable.net and the same will be addressed in 4-8 weeks, by way of discount/ credit note passed in the account of the subscriber.

12. Disclaimer

The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. DCB is merely providing connectivity to the internet and has no responsibility or control over the contents of the internet or the individual's usage of the same. DCB is not responsible for virus/ malicious traffic which may infect the PC/ Laptop of the DCB subscriber, since DCB has no control over the same. You, the DCB subscriber, assume full responsibility and risk for the use of the services provided by DCB. The subscriber is solely responsible for evaluating the accuracy, completeness and usefulness of all services, products and other information and the quality and merchantability of all merchandise provided through the internet access service offered by DCB. The services by DCB are provided on an as available basis only. DCB does not warrant that the services will be uninterrupted, error-free or free from viruses or harmful components. DCB is not liable for any cost or damages that may arise directly on account of your using the services provided by DCB, including any direct, incidental, explanatory multiple special punitive or consequential damages in any event including acts of god; lightning strikes, earthquakes, floods, storms, explosions, electricity fluctuation, fires and any natural disasters, malicious damages etc. Further, DCB does not accept any responsibility or blame for any loss (notional or otherwise) that you may claim to suffer on account of any deficiency or delays in the services provided by DCB. DCB also hereby informs the subscriber that their personal details will be provided to the legal Authorities on demand, without any prior intimation to the subscriber.

13. Termination of Agreement

Continued use of DCB services, constitutes acceptance of the terms of this agreement in its present form without exception and also includes acceptance of any future revisions to the same. If the subscriber is dissatisfied with the services provided by DCB then the sole and exclusive remedy available to the subscriber is to stop using the services and to terminate the DCB account, under intimation to DCB in writing. This does not absolve the subscriber of any dues which remain and the same remains payable.

DCB also reserves the right to disconnect the services to the subscriber in case of any of a number of reasons, including but not exclusive to - negative address verification, non payment, violation of any terms of this agreement, usage of the service for any illegal or immoral activity etc.

15. Jurisdiction

Any disputes arising out of / or related to this agreement will come under the Hyderabad Civil Court Jurisdiction.

DECLARATION

I confirm my acceptance to the terms and conditions specified above by placing my signature overleaf.