



Shyam Internet Services
Agreement form for –Leased Line

Personal information

Name Mr. /Mrs./Ms/M/S . _____

Address _____

Mobile _____ Rainbow/DOTPh. No. _____

Email _____

Declaration / Undertaking

1. I solemnly affirm and declare that I have read and understood the terms and conditions of this registration form.
2. I also agree to abide by any changes that are made from time to time.
3. I agree to pay all applicable charges for the above service.
4. I hereby indemnify Shyam Internet Services and Shyam Telelink Ltd. for any illegal use of any type on this services.
5. I understand that the required services will be provided to me subject to feasibility and Shyam Internet Services reserves the right to accept or reject my application without giving any reason whatsoever.
6. That the Internet bandwidth taken by me will be used for browsing purposes only.
7. 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.
8. That we shall not be having any type of interconnectivity of voice and voice-cum-data networks including PBXs/PABXs/PAXs on these circuits.
9. That, in case we are found to be having such interconnectivity, we shall be liable to be punished under Indian Telegraph Act/ Rules.
10. That all the hardware in the network is TEC approved.
11. That no card/unit/equipment or software is being used for carrying any kind of voice compression/translation etc.
12. That internet bandwidth will not be utilised for any activity which are considered as illegal by the law.
13. That I have also gone through the guidelines of the ISP License issued to Shyam Telelink Limited and agrees to abide by the same and failure to comply with those guidelines will be my sole responsibility.
14. That I indemnify shyam internet services limited and 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.

Customer's signature & stamp: _____ Place _____

15. I solemnly affirm and declare that the information given above, are true to the best of my knowledge and belief and nothing has been concealed.

Customer's signature & stamp: _____ Place _____

Acceptance of terms

I UNDERSTAND THAT IN ORDER TO OBTAIN SERVICE FROM SHYAM INTERNET SERVICES LIMITED, JAIPUR. ("SIS"), I MUST READ THIS SERVICE AND USAGE AGREEMENT (THE "AGREEMENT") CAREFULLY AND ACCEPT BY SIGNING THE TERMS OF THIS AGREEMENT OR USING ANY OF SHYAM INTERNET SERVICES LIMITED'S SERVICES, INCLUDING, WITHOUT LIMITATION, THE SHYAM INTERNET SERVICES LIMITED ADSL SERVICES, BROADBAND, CABLE CORDECT, PDSN, DIAL UP OR EMAIL SERVICES (COLLECTIVELY, THE "SERVICE" OR "SERVICES"), I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, WHICH CONSTITUTES A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND SHYAM INTERNET SERVICES LIMITED, AND THAT I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

IF AT ANY TIME I WISH TO CANCEL MY ACCOUNT WITH SHYAM INTERNET SERVICES LIMITED, I MAY DO SO, UPON THIRTY (30) DAYS NOTICE, BY SIMPLY SENDING NOTICE OF MY INTENTION TO DO SO TO SHYAM INTERNET SERVICES LIMITED BY FIRST-CLASS, POSTAGE PREPAID MAIL TO SHYAM INTERNET SERVICES LIMITED AT RAINBOW TOWERS, 3, AMRAPALI CIRCLE, VAISHALI NAGAR, JAIPUR 302021 RAJASTHAN INDIA, SUCH CANCELLATION WILL THEN BE EFFECTIVE AS OF THE THIRTIETH (30TH) DAY AFTER THE DATE SUCH NOTICE IS PROPERLY SENT TO SHYAM INTERNET SERVICES LIMITED.

THE TERMS "I", "ME", "MY" OR "MYSELF", AS USED HEREIN, SHALL REFER TO THE AUTHORIZED SHYAM INTERNET SERVICES LIMITED USER, AND WHERE APPROPRIATE, SHALL BE DEEMED TO REFER AND APPLY TO BUSINESS ENTITIES, THEIR EMPLOYEES, OFFICERS, SUCCESSORS AND ASSIGNS OR SUCH OTHER GROUP ACCOUNTS AS MAY BE APPROVED BY SHYAM INTERNET SERVICES LIMITED TO RECEIVE THE SERVICES.

1. INTERPRETATION

1.1 In this context unless the context otherwise requires:-

"Company" means Shyam Internet Services Limited having its registered office at A-60, Narain Industrial Area, Phase 1, New Delhi and its successors and assigns, and all other entities involved in the provision of the Service.

"The Price List" and "The Service Packages" means the schedule of charges for the Service, which the Company provides.

"Contract" means the agreement between the Company and Customer incorporating these conditions, the registration form and the Price List.

"Customer" means any person as defined under General Clauses Act 1899 who the Company makes this Contract with. It includes a person who is acting on or for behalf of the Customer.

"Information" means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service.

"The Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/ Internet Protocol").

"The Service" means the service provided by the Company whereby Customer can gain access to the Internet and, where applicable, any Service and facilities which the Company provides and Customer uses in connection with the Service and which are invoiced to the Customer.

Customer's signature & stamp: _____ Place _____

"Subscriber" means a "Customer" who has purchased the Service from the Company, limited by downloads and amount, and paid the Company in advance for the Service.

"Third Party Content" means all information, software and other content provided by any independent third party that can be accessed through or by virtue of the Service.

1.2 Company's Price List contains explanations, notes and conditions, which form part of this Contract.

1.3 These conditions, the Price List and the registration form annexed herewith and completed shall form part and parcel of this Contract between Customer and the Company for the provision of the Service.

2.0 PROVISION OF THE SERVICE

2.1 Company reserves the right to grant or not to grant the service to a prospective Customer subject to all material particulars being found correct on verification by the Company.

2.2 This contract shall run in concurrence with License Agreement between Department of Telecommunications and Ministry of Communications, Government of India and the Company for the operation of Internet services subject to other terms and conditions of this contract.

2.3 Company agrees to provide Customer with the Service on the terms and conditions of this Contract.

2.4 The subscriber acknowledges that no unused access limits will be carried forward after the expiry of download limit or after the expiry of amount paid by subscriber, whichever is earlier

2.5 The Service is supplied for decent and lawful purpose only and without any express or implied warranties save for those warranties implied or imposed by under Indian Law.

2.6 Customer has to give the Company in writing any information required as per statutory requirement for use of the Service as notified to the Customer from time to time.

2.7 The Service is provided 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 the Company, its affiliates or their respective employees shall create a warranty. Neither the Company nor its affiliates warrant that the Service will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of viruses, worms, Trojans horses or other harmful components.

2.8 The Service remains Company's exclusive property, Customer being licensed only during sustenance of this contract to use it to obtain access to the Service. At the end of the contract the right to use the Service ceases.

2.9. User ID & passwords to access the service may be provided on email or telephone or Media (CD/Scratch Cards/Scratch Papers etc.). The ownership of the Media used will remain the sole property of the Company and on demand should be return to the Company.

2.10 The customer shall take full and sole responsibility for preserving the secrecy of the password. The customer acknowledges and accepts that considering the nature of the Service there will be a need to change the password from time to time to avoid misuse and to maintain secrecy. The Company shall not be responsible for any wrongful or unauthorized use, under any circumstances. The Company may change the password on written application and suitable charges. The customers have to provide proof of ownership of the service to the Company at the time of such requests.

2.11. The Company would broadcast audio/video/ messages/commercials for the interest of the general public.

3.0 PROVISION OF HARDWARE FOR THE SERVICE

3.1 Switch/Hub/LAN Card/Modem/ Router and other hardware is not part of the standard Service package and will have to be purchased by the Customer.

Customer's signature & stamp: _____ Place _____

3.1.1 Customer is advised to use Telecom Engineering Center (TEC) approved Interface equipments for accessing the Internet Service.

3.3 Company may charge separately to install Switch/Hub/ Router and configure Customer's Computer/ Local Area Network to use the Service.

3.4 Installation of services, training or trouble shooting of any Internet related problem at customer' s premises shall be done on chargeable basis.

3.5 The Company makes no warranties of any kind, expressed or implied in respect of the customer's modem and hardware, and also disclaims any warranty of fitness for a particular purpose.

4.0 CHARGES

4.1 Customer acknowledges and agrees that they will pay the Company the initial sign up fee or monthly fee and other charges as and when they fall due as may from time to time be notified to Customer by the Company in accordance with this Contract. Customer also agrees to pay all applicable statutory taxes relating to the use of the Service by the Customer.

4.2 Company shall not be liable to refund any amount to the Customer when the Service is 'down' or suspended.

4.3 Company reserves the right to revise the charges, Price List, Service Packages and security deposit for the Service from time to time at its discretion, which will be binding on the Customer.

4.4 It will be Customer's responsibility to inquire about Customer outstanding and in case of non-receipt of bill, Customer have to contact the Company and pay the amount due by the due date. Company reserves the right to withdraw/suspend/terminate the Service partially or fully in case of non-payment of invoice by the due date.

4.5 Where a security deposit is to be paid by the Customer, Company is entitled to retain it and apply it in full or partial satisfaction of any amount due from Customer to the Company. On termination of this contract, provided all amount payable to the Company have been duly paid, the balance (if any) of the security deposit will be repaid to the Customer without any interest on the aforesaid deposit.

4.6 All the terms and conditions of the Service Package plans and payments shall be notified by the Company from time to time by way of Service Packages and shall be binding on Customer. All the subsequent Service Packages/ manuals/ booklets etc., issued by the Company from time to time shall be binding on Customer.

5.0 USE OF THE SERVICE

5.1 Customer will not reproduce, distribute, publish, copy, download or otherwise exploit any Third Party Content which is protected by copyright or similar rights unless the Customer owns or controls the relevant rights thereto or have obtained all the requisite licenses and approvals. Reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Customer as aforesaid will hold the Customer liable for infringement of Copyright or other applicable laws.

5.2 For the purposes of the legal provisions or otherwise, Customer further acknowledges, agrees and authorizes the Company to access, copy, amend or delete any Third Party Content uploaded or otherwise provided by the Customer through the use of Service where any such Third Party Content or content is, or is alleged to be, defamatory, in breach of copyright, illegal or is otherwise not appropriate in Company' s sole opinion to be accessed or otherwise provided by or through the use of the Service.

5.3 Customer is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not generated/ sent by the Customer. Customer understands further that the Internet contains unedited material, some of which is sexually explicit or pornographic material that may be offensive to some people. Customer access to such material will be at Customer' s own risk. Company has no control over and accepts no responsibility whatsoever for such materials.

Customer's signature & stamp: _____ Place _____

5.4 Customer is responsible for and must provide all equipment necessary to access the Service. Company reserves the right to disconnect or deactivate Customer's equipment or software at anytime without prior notice including in situations where the equipment or software is interfering with Company's other Services. Customer must comply with Company's requirements as regards access equipment and/or mode of access to and/or use of the Service.

5.5 Company reserves the right to amend any particular program, information or facility, which the Company provides or may provide through the Service. Customer agrees to abide by all applicable laws relating to the use of the Service and any Third Party Content. Customer must abide by generally accepted rules of conduct relating to proper use of Internet resources.

5.6 Customer has to pay the Company interest free security deposit as and when specified by the Company. Company also reserves the right to ask Customer for advance deposit any time during the sustenance of this contract for use of Service and it shall be binding on the Customer.

6.0 SECURITY

6.1 Customer confirms and warrants that all the information supplied by the Customer while registering for the Service is true, complete and accurate in all respects.

6.2 Company reserves the right to verify the information given by the Customer in the application form and can also use the information through Company's authorized agent or representative to verify the data at the addresses given by the Customer or from any other independent source. Company reserves the rights to use this information and data at its discretion.

6.3 Customer agrees to notify the Company immediately of any changes to the information Customer had given to the Company when registering for the Service, including any changes to Customer's account details by e-mail, fax, courier or registered post.

7. RESTRICTIONS ON USE

7.1 Customer is not allowed to resale the Service and the right to access is subject to limits and restrictions established by the Company from time to time.

7.2 Customer is required to fully comply with the provisions of the Indian Telegraph Act, 1855, and the Indian Telegraph Rules made thereunder and any amendments or replacements made thereto from time to time.

8.0 LIABILITY

8.1 Company shall not be a party to any transaction including, without limitation, for goods, Service and/or Third Party Content, between the Third Party Content provider, etc. and the Customer.

8.2 In no event shall the Company or its employees be liable to anyone for any or any special, incidental or consequential damage arising out of or in connection with the use of (or inability to use) the Service, including, without limitation, damage resulting from or for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever, non-deliveries, or service interruptions whether attributable to any negligent act or omission of Company or of its employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made.

8.3 Company will put in best efforts and strive to maintain the maximum possible uptime of the Service. However Company will not be responsible for action beyond its control. Customer acknowledges and accepts that in the very nature of the Service to be provided there can be number of factors affecting the provision of the Service and Company's obligation to provide the Service shall be on best endeavor basis.

Customer's signature & stamp: _____ Place _____

8.4 The Customer acknowledges and accepts that the Company shall not be liable for any downtime in the Service due to technical problems in Franchisee / Cable Operator's Network.

8.5 Any termination of this Contract shall not affect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.

9. INDEMNITY

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

10. VARIATION OF TERMS AND CONDITIONS

10.1 Company reserves the right to modify and amend this Contract, the Service, operating procedures or any of its Service fees, late charges and prices and may discontinue or revise any or all other aspects of the Service at Company's sole discretion.

11. WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT

11.1 If the Customer commits breach of any one of the terms and or conditions of this Contract including non-payment or late payment of any part of any invoices or if Customer's use of or action in connection with the use of the Service is inappropriate, in Company's sole opinion, with the continued use of and/or subscription of the Service, then Company may at any time, at Company's sole discretion and without prejudice to any other remedy available to it at law, either suspend Customer's access to and use of the Service until such breach is remedied or terminate this Contract and Customer's access to and use of the Service immediately. Reinstatement of Service will require full payment of outstanding balance and other charges plus applicable initial sign-up fee. It shall be Company's sole discretion to allow such reinstatement of the Service in full or partially.

11.2 Company may suspend the Service during Technical failure modification or repair or testing of the service network.

11.3 Company reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying Customer in case Customer's payment instrument is returned unpaid to the Company for whatever reason by Customer's bankers.

11.4 Subject to Clause 11.1 the Company may terminate this Contract and the Service at any time by informing Customer by post, courier, electronic mail/ or facsimile transmission.

11.5 Should the Company suspend or terminate the Service pursuant to Clause 11.1 Customer have no right to any data stored and the Company shall be under no obligation to make such data or any copies of its available to the Customer in any form whatsoever. Should this Contract terminate for any reason whatsoever Customer data stored on Company's facilities will be explicitly erased without prior notice.

11.6 Company reserves the right to appoint any agency and authorize the agency to do verification of information given by the Customer and collection on Company's behalf. In case of any incorrect information found in the application form given by Customer, Company reserves the right to partially or fully withdraw/suspend/terminate the Service forthwith without any notice in that regard.

12. FORCE MAJEURE

12.1 If at anytime, during the continuance of the service, the performance in whole or in 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, earthquake, riots, bomb-blasts, explosion, epidemic, quarantine, restriction, strikes, lock out, compliance with regulations, orders or instructions of any Central, State or Municipal

Customer's signature & stamp: _____ Place _____

Government or agencies thereof or any other Acts of God etc., Customer will not have any claim for damages against the Company in respect of such non-performance or delay in performance of the Service.

12.2 The Company shall not be liable to the Customer in any manner whatsoever, for any delay or failure in providing the Service, if the same is related or connected, directly or indirectly, to any reason that is beyond the control of the Company. For this purpose, a matter beyond the control of the Company shall include, but shall not be limited, to the following:-

12.2.1 Delay or disruption in the Service attributable directly or indirectly to the lines of the upstream gateway service provider.

12.2.2 Delay or disruption in the Service attributable directly or indirectly to the directions of any Statutory and/ or Regulatory Authorities; and

12.2.3 Delay or disruption in the Service attributable directly or indirectly to a change in law.

13. ARBITRATION

In the event of any question, dispute or difference arising out of provisions of the Service, the matter shall be referred to Arbitration. The Arbitration shall be governed as per the Arbitration and Conciliation Act of 1996. The Arbitration shall be held in Jaipur.

14. ASSIGNMENTS AND TRANSFER

14.1 Company may assign this Contract at any time and that will be binding on Customer.

14.2 This contract, the Service shall be non-transferable by Customer in nature and any private transfers effected by Customer shall not absolve Customer of its primary duty towards the Company for the charges levied pertaining to such particular contract/service. However, Customer may seek Company's prior permission in writing for intended transfer. In case of such permission being granted by the Company, Customer shall be under an obligation to fulfill requisite documentation formalities and payment of charges as specified by the Company from time to time. Customer shall be liable and under an obligation to fully discharge its payable dues till the date of such regularized transfer from the Company.

15. GIVING NOTICE

Save as specified in this Contract, any notice or other communication to be given by the Company under this Contract shall be in writing and shall be served by either e-mail, fax, courier or post at Customer address as specified in this Contract or as are notified by the Customer as per clause 6.3 above.

16. LAW / JURISDICTION

16.1 If any term or condition of this Contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Contract and shall be deemed to be deleted from this Contract. If any provision of this Contract is determined to be invalid the other provisions shall remain in full force and effect.

16.2 Neither the course of conduct between the parties nor trade practice will modify the provisions of the Contract.

16.3 The provisions of all obligations of and all restrictions on Customer will survive the termination of this Contract.

16.4 No failure or delay on Company's part to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise or any right or remedy preclude the further exercise of such right or remedy as the case may be.

Customer's signature & stamp: _____ Place _____

16.5 The laws of India govern the Contract and the Customer hereby submits to the jurisdiction of the Courts of Jaipur.

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first above written.

.....
(Customer)

.....
(SISL)