

## BROADBAND TERMS AND CONDITIONS

For the purpose of these TERMS AND CONDITIONS (Customer shall also visit HNS's web site "<http://www.hns.net.in>" for the latest/updated information and latest/updated/amended TERMS AND CONDITIONS, which shall also be binding on the Customer) unless otherwise specified in the subject or context the following terms shall be deemed to have the following meanings:

### 1. Definitions:

- **Associate** - Means a person, whether an individual, firm, company, association of persons or any other entity who represents HNS as Honesty Net Solutions Associate in a designated Associate Area and adds value by marketing and maintaining Service(s) to the Customers

- **Associate Area** - Means any portion of an area within the LOCAL AREA, which has been identified and designated as Associate Area within which the Associate has to perform his duties under an agreement with HNS and includes a whole building located within the said Associate Area.

- **Broadband** - TRAI (Telecom Regulatory Authority of India) has defined broadband as "An always on data connection having the capability of minimum download speeds of 256 kbps".

- **Bundled Services** - Means the Service offered by HNS which provides the Customer with a Connection along with a PC/Device for using the Service(s) wherein the connection & the PC/Device is provided as a composite offering and is financed through Financial Institution at its own discretion.

- **Connection Type or Type of Connection** - Means any one of the Service Packages requested by the Customer for availing the Services.

- **Connection** - Refers to all activities associated with providing of Services for accessing internet by the Customer or by his authorized person at Customer Premises, through HNS or its authorized Associate.

**Connectivity Charges** - Refers to the one time up-front, non refundable charges payable to HNS for the type of connection requested by Customer as determined by HNS from time to time, which includes service activation charges.

- **CPE** - Means Customer Premises Equipment, including the Modem and/or Router / Set Top boxes / Others installed by HNS at Customer Premises and required for accessing the Internet. The CPE may be either owned by HNS or the Customer.

- **Customer** - - Means any person who has agreed to avail under these terms and conditions Services from HNS and to pay all the Connectivity Charges and Service Charges for the Services provided to Customer and/or their authorized person or persons.
- **Customer Premises** - Means the address and location indicated by the Customer for using the Service(s).
- **Day** - Means 24 hours commencing from 0.00 hrs and ending with 24.00 hrs and includes a part of the day.
- **Download** - Means viewing/copying / receiving any data from the internet down to CPE/PC/ Device with the help of Service(s).
- **Financial Institution** - Means a Bank/Financial Institution or any other lending agency with which HNS has a tie-up for offering Bundled Services to the Customer.
- **GB** - Means Gigabyte.
- **Installation** - Means installing the Service(s) at the Customer Premises by connecting the PC/ Device/ CPE with the network of HNS and may include installation of the required software for connecting to the Internet.
- **Internet** – is a global information system that:
  - is logically linked together by a globally unique address, based on Internet Protocol (IP) or its subsequent enhancements/ up gradations.
  - is able to support communications using the Transmission Control Protocol/ Internet Protocol (TCP/IP) suite or its subsequent enhancements/up gradations, and all other IP Compatible protocols.
- **IP** - Means Internet Protocol
- **IP Address** - Operation of Internet service requires IP address, which is at present 32 bit binary address. This is required for each connection on Internet. Typically it is required for ports of routers and other HNS equipment and also for connections to be provided to end Customer
- **IP Telephony** - Means a service to process and carry voice signals offered through public Internet by the use of Personal Computers (PC).
- **LAN** - Means Local Area Network involving use of two or more computers through a LAN system.

- **Last Mile Linkage** - Means linking the Customer's PC/ Device and/or the CPE with the network equipment of HNS/ Associate through cables or any other medium.

- **Local Area** - Means an area between the address of the Customer PREMISES and nearest network equipment of HNS and /or Associate as applicable.

- **Message** – Means anything falling within sub clause / Paragraph 3 of section 3 of Indian Telegraph Act 1885.

- **Month** - Means calendar month commencing from 1st of every month till the end of that month and includes a part of the month.

- **PC/Device** - Means the personal computer or device similar to a personal computer supplied by HNS under the Bundled Services.

- **POP** - Means the Point of Presence set up by HNS in the Associate Area situated at the address which would serve as a connectivity point for providing the Service(s) to the Customer.

- **Pre-paid** – Means a method of payment for internet service that allows a customer to prepay for a set amount of internet usage in advance of actual usage. Generally, a customer's prepaid account is debited on a real-time basis so that actual usage cannot exceed the prepaid amount until an additional pre-payment is made.

- **Post-paid** – Means a method of payment for internet service where a customer pays for a portion of the services and usage in arrears, subsequent to consuming the services.

- **Service Charges** - Refers to charges payable depending upon the type of service requested by Customer.

**Services or Service** - Means all types of Internet access/content services, Value Added Services (VAS), Internet Telephony and all such associated Services offered by HNS under its Service Packages currently under the brand Honesty Net Solutions.

. **Service Packages** - Means any one of the packages or schemes introduced by HNS from time to time and to which the Customer has opted for at the time of signing this agreement.

- **Static IP Address** - is a number (in the form of a dotted quad) that is assigned to a computer by an Internet service provider (ISP) to be its permanent address on the Internet.

- **TCP** - Means Transmission Control Protocol.
- **Usage Bill** - Means the bill indicating the charges payable by the Customer for the Service(s) availed from HNS for each billing period.
- **HNS** - Refers to Honesty Net Solutions (India) Pvt. Ltd. having its Registered Office at A/2009, Station Plaza, Station Road, Bhandup (west) Mumbai: 400080, which has been granted a License by the Government of India, Ministry of Communication, Department of Telecommunication for providing Internet Service and which has established network system for providing such Internet Service.
- **Year** - Means calendar year comprising of 12 calendar months commencing from 1st January and ending with 31st December and includes part of the year.

## **2. Service Activation**

- a. The Customer shall submit an application duly signed along with consent to agree by these terms and conditions to HNS directly or through any of its Associate along with these terms and conditions seeking the Service(s).
- b. The address of the Customer Premises where the Customer desires to have the Service(s) installed by HNS shall be the address given in the relevant column in the APPLICATION FORM duly completed and signed by Customer.
- c. HNS reserves the right to conduct a technical & economic feasibility study for obtaining a feasibility report for providing the Services at the said Customer Premises.
- d. Upon receipt of the said report recommending to the effect that the Service(s) to the Customer Premises is feasible the Customer's application for the Service(s) will thereafter be processed by HNS for further action.
- e. HNS or its Associate after satisfying itself about the correctness of the information stated in the said application by the Customer, will intimate Customer to pay the required charges together with such taxes, duties and levies as may be determined by the authorities.
- f. On receipt of Connectivity Charges and other levies if any as mentioned in the preceding clause from the Customer for Services at the Customer Premises, HNS will intimate the Customer the relevant details of the associate concerned and the applicable local area.
- g. For removal of doubts if any it is hereby clarified that the Connection and Service(s) will be provided by HNS at the Customer Premises indicated by the Customer in the above said application form only upon the Customer unconditionally accepting these terms and conditions. For this purpose the Customer shall sign these terms and conditions as a token of having accepted the same and deliver it to HNS.

- h. Customer shall grant to the personnel authorized by HNS, during such time as per HNS'S discretion, access to Customer Premises as may be necessary for installation and maintenance of CPE and or the software required for connecting to the Internet. The general and special property in the CPE shall vest exclusively with HNS.
  - i. HNS shall make reasonable efforts to provide Connection to all applicants. However HNS'S ability to provide Connection may be affected by factors outside HNS'S control such as physical distribution, geographic, topographic, and meteorological or other telecommunication networks. HNS reserves the right to provide Connection at its sole discretion as per its network design considerations. It is expressly understood that application to this service does not guarantee Connection from HNS. HNS shall however provide the Service(s) of the acceptable grade, consistent with the established and generally accepted standards on a best efforts basis.
  - j. The Connection provided by HNS is only for the specific 'Connection Type' requested by the applicant in the application form. Any migration of 'Connection Type' requested by the Customer will be at the sole discretion of HNS and subject to payment of such charges as may be determined from time to time depending upon the circumstances prevailing at that point in time.
  - k. The Customer shall ensure to understand the configuration of CPE/PC/ Device needed for installing and running the Connection for the Internet package, before its purchase. Neither HNS nor the Associate shall be responsible for installation of software needed for the internet package and the Customer shall ensure that competent persons have satisfactorily done the same. Without prejudice to the foregoing HNS or the Associate will render the required customer advisory service sans recourse.
  - l. (i) Upon getting the Connection the Customer shall get an E-mail address authorized by HNS. HNS will use this E-mail address for sending the communications to the Customer. In case the customer has provided an alternate email ID then HNS may also send communications to that Email ID, however the primary Email ID for sending communications will be the Email address provided by HNS. The user id and password provided by HNS/ created by the Customer , for accessing the service shall remain the exclusive property of HNS, and the Customer is permitted to use the same only during the validity period of the Service , and as such the right to use the same ceases at the end of the period. HNS reserves the right to withdraw, amend, modify or delete any user id and/ or password at any time without assigning any reasons therefore.
- (ii) HNS is not responsible for compatibility problem(s) due to change of hardware/ software at the customer premises. The Customer has to verify with HNS and migrate to a suitable plan (if necessary) should there be a compatibility problem due to change in hardware/software by the Customer.

HNS reserves the right to reject the application of the Customer for availing the Bundled services if the financial institution rejects the loan application of the Customer

### **3. Billing & Payments**

- a. Bills for Service Charges will be sent by E-mail to the email address assigned to the customer as mentioned in point 12.(i) above. The e-mailing of the bill to the Post-paid Customer will be the conclusive Proof of Delivery of such communication and no complaints regarding non-receipt of such communication is tenable in law and on facts. HNS reserves the right to change the method of communication as it deems appropriate. The Post-paid Customer is therefore well advised to check for the Service Charges bill sent to him/her and shall act accordingly. HNS also reserves the right to send other communications by email to the Post-paid Customer at their email ID as allotted by HNS. Communication made by HNS through email shall be conclusive Proof of Delivery of such communication and no complaints regarding non-receipt of such communication is tenable in law and on facts.
- b. Post-paid Customer would be liable for payment of the Service Charges according to the terms of the package or scheme opted for by the Customer and as modified by HNS from time to time.
- c. It would be the responsibility of the Post-paid Customer to make payment of the Service Charges on a periodical basis. HNS shall disconnect the service in case of non-receipt of such payment within the stipulated time without notice to the Post-paid Customer.
- d. HNS reserves the right to change the periodicity of billing from time to time and to vary the tariff/charges as well as the facilities available under various Service packages.
- e. HNS shall determine the charging pattern of the package or scheme opted by the Customer and the Customer shall pay as per the pattern set by HNS.
- f. Content - Any paid content would be clearly indicated on the site. For time based plans, time spent on the content site would be charged according to the plan. For DSL volume based plans, MB of content data consumed would be charged according to the plan.
- g. To avoid disconnection of Service(s) the Post-paid Customer shall pay within the stipulated date payment of Service charges levied by HNS. The customer shall not wait for the receipt of the relevant bill in the case of packages/schemes requiring advance payment of the monthly Service Charges.
- h. Non receipt of monthly bill cannot be a ground for non-payment of the monthly charges and HNS reserves the right to declare the Post-paid Customer as a defaulter and will enforce the terms for such default.
- i. Without prejudice to the foregoing HNS will email to the Post-paid Customer bills as per the billing cycle of the customer.

- j. Non-payment of bill/other dues whether to HNS or Financial Institution with respect to the Service(s) herein within the stipulated time would entail disconnection.
- k. Pre-paid customer's account will automatically get disconnected on expiry of the validity period or the pack value whichever is earlier.
- l. Upon disconnection, to get themselves reconnected the Customer will have to pay reconnection charges as specified by HNS , along with Service Charges during which period the Connection and Service(s) remained disconnected, if and as applicable. HNS will decide if the reconnection charges are to be paid immediately on disconnection or to be paid after a stipulated period from the date of disconnection.
- m. HNS reserves the right to levy "Late payment fees" as determined by it from time to time, in case the Customer does not pay the bill within the stipulated time for payment.
- n. If the Customer does not apply for reconnection within a stipulated period from the date of disconnection, HNS reserves the right to permanently terminate the Connection provided to the Customer.
- o. HNS shall reconnect the disconnected Connection only subject to payment of all outstanding by the Customer including the Late payment fees & the Reconnection charges, if and as applicable.
- p. HNS reserves the right to charge an interest free security deposit from the Post-paid customer. The deposit shall be refunded to the customer at the time of Service termination after adjusting all outstanding payable by the Post-paid customer.
- q. HNS reserves the right to charge an interest at a rate determined by it from time to time and calculated on the monthly balance method. The interest will be charged on amounts outstanding and due to HNS apart from any other charges.
- r. Should the Post-paid Customer's cheque get dishonored more than 3 times in a year, the facility of payment by cheque will be withdrawn. However notwithstanding the above HNS reserves the right to proceed against the Post-paid Customer legally as it deems fit. The Post-paid customer will have to pay the requisite cheque returned charges per cheque as applicable.
- s. Customer would have the option of direct remittance of Service Charges to HNS account, or through Associate wherever applicable and available.
- t. Mode of payment by Customer would be Cheque/DD/Pay order drawn in favour of Honesty Net Solutions (India) Pvt. Limited.
- u. Cheques will not be accepted after the due date.
- v. Service tax/other statutory levies as applicable would be payable by the Customer.
- w. Should any Customer contend that he has been billed wrongly, the onus would lie on him to prove the same with documentary evidence. In case of Post paid customer, the Customer shall pay up the amount outstanding against the bill and raise a claim separately to prove his contention. After necessary examination and scrutiny, both for prepaid and Post-paid, if the customer is proved right, HNS shall refund the

- excess money collected by it from the Post-paid Customer and in the case of prepaid Customer, credit the account to that extent without changing the validity of the account.
- x. HNS shall have the right to check, investigate and verify the credentials of the Customer and prospective Customer including their financial standing before and after extending Services and to employ or avail the services of any person or agency for such purposes; HNS shall have the right to disconnect Services permanently should the Customer be a defaulter in payment without any refund from HNS.
  - y. HNS may be required to disclose any information or particulars about the Customer to any authority, statutory or otherwise, including but not limited to any debt collecting agency, credit reference agency, security agency, financial institution or bank and HNS reserves the right to comply with, at its discretion.

#### **4. Ownership of Equipment**

- a. The title to all CPEs and the wiring supplied by HNS, shall always remain with HNS. The Customer shall not claim any lien, charge or any form of encumbrance over such equipment at any time .The Customer is entitled only to Services.
- b. No equipment installed by HNS shall be removed from Customer Premise without the prior written consent of HNS. It is expressly agreed that the general and special property to the equipment shall vest exclusively with HNS.
- c. The ownership of the PC/Device by the Customer in case of bundled offerings, shall be governed as per the terms & conditions of the agreement signed by the Customer with the Financial Institution.

#### **5. Performance and Up gradation of SERVICE.**

- a. HNS would try to upgrade Network capacity so as to provide desired speed of connections to the Customer. However the Customer understands that he may not be able to operate at the desired speed at all times.
- b. All Internet Nodes of HNS may be interconnected with high-speed links provided by other agencies, that are responsible to maintain these links as reliable as possible. However, they do not own any responsibility in case of interruptions in the network beyond their reasonable control. HNS does not take any responsibility whatsoever for any interruption caused by the quality of these links and no claim for damages or any other liability whatsoever will be entertained by HNS either from the Associate or from the Customer or anyone else in this regard.
- c. In order to provide speed of connection of Service(s) or otherwise, HNS reserves the right to upgrade the Service(s) without prior intimation either to the Associate or the Customer.

- d. Services may be suspended in whole or in part at any time without notice if the network requires urgent modification or maintenance. HNS shall make all reasonable efforts to minimize the frequency and duration of such events.
- e. HNS reserves the right to conduct a survey to seek feedback of the customer on the Service(s) provided by HNS.

#### **6. Service discontinuation (for Post-paid customer)**

- a. The Customer can discontinue Service(s) by providing a written notice to HNS of at least 3 (three) working days prior to the end of the month for which the Post-paid Customer has paid all Service Charges. HNS would stop providing Service(s) to the Post-paid Customer from the end of the billed month. HNS shall always have the right to withdraw the CPE and the Cables which right shall be exercised on discontinuance of Services.

#### **7. Shifting of Connection Location**

- a. It is expressly understood by the Customer that the Connection provided by HNS is location specific. Connection will be provided at the location indicated by the Customer against the 'Connection/Installation Address' in the application form.
- b. Shifting of the location of Connection and Service(s) from the Customer Premises by HNS to another location in any other premises will be done by HNS, subject to technical and economic feasibility and subject to Customer applying for the same in the prescribed form and paying in advance the charges for relocating the connection at the new address.
- c. HNS does not guarantee and/or will not undertake transfer if the said feasibility report indicates that the transfer is not viable technically or otherwise. HNS or Associate will not be liable to pay any refund of the amount paid for installation of the said services in case the Customer requests for a shift of location to an area where the Services are non feasible.

#### **8. Prohibitory Clauses**

- a. The Connection is given by HNS only for providing Service(s) to the Customer alone. The Customer may not reassign the service to any other third party. Service(s) is not for resale.
- b. The circuit will be extended on point-to-point basis and no network will be connected. For any network connection the required approval of Department of Telecommunication or the applicable Basic Service Providers shall be taken in advance by the Customer. The Customer shall not use any hardware and or software that are unlawful or not permitted by the appropriate authorities. The Customer shall make available on demand to HNS, full and complete access to the

- equipment connected to HNS's Service(s) for technical scrutiny and detailed inspection. The Customer shall not use any encryption equipment that is beyond the level permitted by the appropriate authority without the prior written permission from the appropriate authority. In all such events the Customer shall ensure to deposit one set of keys with the appropriate authority and submit one copy of the written approval/permission issued by the appropriate authority to HNS before installing any such equipment.
- c. The Customer shall ensure to use Service(s) as per the prevailing laws of the country. The Customer shall ensure that the network is not used for any illegal and or antinational activity. The Service shall not be used in any manner that may endanger or make vulnerable any network infrastructure. Violation of any of these terms and or any acts such as break-ins or attempted break-ins of Indian networks will be regarded as anti-national acts and shall attract penal action by the concerned authorities, including but not limited to disconnection by HNS.
  - d. The Customer shall not send unsolicited messages and shall not send messages (spamming) to HNS or anyone else in a language that is prohibitive, defamatory, vulgar, vituperative, or otherwise via Services. Should the Customer violate this condition, HNS reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country.
  - e. The Customer is required to ensure that objectionable or obscene or pornographic messages or communications, which are inconsistent with the established laws of the country, are not made by him or by any other person using his facility. Should the Customer violate this condition, HNS reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country.
  - f. The Customer shall not resort to hacking or destroying the Internet sites including the websites of HNS. The Customer is required to desist from putting unsolicited messages on server hosted at HNS's premises. Should the Customer violate this condition, HNS reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country. The Customer shall not object to any steps taken by HNS to prevent sending or receiving spam mails through the service. The Customer shall ensure that objectionable or obscene messages or communications inconsistent with the established laws of India are not made, created, downloaded, modified, transmitted or retransmitted by the Customer or any other person using the Customer's ID and password.
  - g. The Customer is prohibited from misusing or copying the software supplied by HNS as the Copyright of the said software is protected and misusing or copying of the same is likely to attract legal action under Copyright Act 1957.

- h. The Customer is prohibited from transferring the rights and facilities to any other person. The Customer is not permitted to commercially exploit Service(s) without the prior written permission of HNS and upon compliance of such terms and conditions as may be determined by HNS. The Customer is given only a limited use of Services.
- i. The Customer is required to fully comply the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules made thereunder and any amendments or replacements made thereto from time to time.
- j. The Customer is required to ensure that IP Telephony is used as permitted by the Government of India, Ministry of Communication and Information Technology, which is mentioned in the definition section of this terms and conditions.
- k. The Customer who is desirous of obtaining interconnection with HNS who wants to use this interconnection for the provisioning of Internet services to its customers shall ensure to have a valid ISP license from the appropriate authority and will also need to have the express written permission of HNS.
- l. The Customer shall not connect any device to the Service(s) without the express written permission of HNS. The Customer is not authorized to change the setup without prior written approval from HNS.
- m. The network setup connection to the Service at the Customer premises will be as per HNS'S approval only. Any change or alteration of the same by the Customer or any person acting on their behalf without express consent of HNS is expressly prohibited.
- n. HNS reserves the right to disconnect Service(s) and the Connection permanently, without notice, without prejudice to any other action under the laws of the country, should the Customer violate any of the conditions contained herein.
- o. The Customer shall not use the Device supplied by HNS under Bundled Services on any other network other than that of HNS till such time the Customer fully repays dues to the Financial Institution.
- p. HNS reserves the right to disconnect Service(s) & Connection permanently if the Customer defaults on the payment to the financial institution in case of Bundled Services.
- q. HNS reserves the right to control/monitor the functionality of the Device provided to the Customer , from its end, during the Service period.

## **9. Liabilities and Responsibilities of Customer**

- a. If the Customer has no right or has a restrictive right to use the areas abutting the Customer Premises and public road, it is the duty and responsibility of the Customer to obtain necessary permission in writing from concerned authorities like landlord, society, etc. permitting HNS to lay cables to Customer Premises through the areas abutting the Customer Premise.

- b. The Customer is required to use the necessary equipment that includes Telecom Engineering Centre (TEC), New Delhi approved Interface Equipment for accessing the Service(s) . In case where it is necessary to pay charges to the appropriate authority for connecting the equipment, the Customer shall complete the necessary formalities with local offices of the aforesaid authorities.
- c. The Customer assumes total responsibility and risk for use of the Service(s) which 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. Neither HNS nor its Associate make any such or such other express or implied warranties, with regard to any merchandise, information or service provided through the Internet and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the Internet generally.
- d. Neither HNS nor the Associate warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
- e. The Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer's access to such materials will be at his own risk. HNS or the Associate has no control over the same and accepts no responsibility whatsoever for such materials.
- f. Under no circumstances shall HNS, its Associates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use the service or access the Internet or any part thereof, or Customers' reliance on or use of information, service or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance.
- g. It would be responsibility of the Customer to ensure that the password, where provided, is kept secret and not disclosed to anyone and to change the password immediately after installation. The Customer shall not part with the password with anyone and HNS shall not be held liable for the misuse of the Customer's facility under any circumstances.
- h. HNS reserves the right to engage Associate to render Customer care service for handling the complaints of Customer. Upon such engagement HNS will intimate the Customer about the same and thereafter the Customer shall deal with the said Associate

## **10. Force Majeure**

- a. If at anytime, during the continuance of Services, the performance in whole or 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, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the Customer shall not have any claim for damages against HNS in respect of such non-performance or delay in performance of Service(s).

## **11. Disputes**

- a. If any dispute arising out of these terms and conditions require intervention and/or adjudication by Courts then the Courts located within the limits of City of Mumbai will alone have jurisdiction and jurisdiction of other Courts are hereby excluded.

## **12. Disclaimer**

- a. While every effort is made by HNS to provide highest quality of services to the Customer, the Customer acknowledges that the linking, quality and speed of data transmission of the Customer with the network is entirely dependent on various external factors and agencies/appropriate authority over which HNS has no control. Accordingly, HNS shall in no event be responsible to the Customer with HNS's network computer or the deficiency in data transmission between the Customer and HNS network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from.

## **13. Liability**

Notwithstanding anything mentioned in this terms and conditions if HNS is not able to provide the service as determined for any reason whatsoever, the liability of HNS shall be limited to the amount paid by the customer to HNS or Associate for installation of the said services..

## **14. Intellectual Property Rights**

### **14.1 End User Licenses**

- a. Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the HNS Software License Agreement, as these agreements may be amended from time to time. All end user licenses will terminate upon the termination of this Agreement, and, at such

time, Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.

#### **14.2 Authorization**

- a. Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the HNS Software License Agreement, as these agreements may be amended from time to time. All end user licenses will terminate upon the termination of this Agreement, and, at such time, Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.
- b. HNS does not claim any ownership of any material that Customer shall publish, transmit or distribute using the Service. By using the Service to publish, transmit or distribute material or content, Customer shall (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize HNS, its agents and affiliates to reproduce, publish, distribute, and display the content worldwide and (iii) warrant that Customer have the right to provide this authorization. Customer shall acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and agree to indemnify, defend and hold harmless HNS, its agents and affiliates for any harm resulting from these actions. Any sensitive or confidential information posted, stored, transmitted or disseminated by Customer is done so at his/her sole risk, and neither HNS nor its Associates shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions. Customer shall acknowledge that software programs claiming to be capable of encryption are commercially available. HNS makes no representation or warranty regarding the effectiveness of these programs.

#### **14.3 Copyright in the Service**

- a. Title and intellectual property rights to the Service are owned by HNS, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without express prior written consent from HNS or other owner of such material is prohibited.

#### **14.4 Material Downloaded from the Service**

- a. In addition to any content that may be provided by HNS, Customer may access material through the Service that is not owned by HNS. Any such material may be downloaded from the Service only for

personal, non-commercial use, and not allowed to redistribute that material over any network (other than a residential home network located in the Premises) or sell or offer for sale that material. Unless other terms and conditions expressly apply to specific content, Customer may make: (a) one machine readable copy, (b) one backup copy, and (c) one print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms and conditions may apply to use of any content or material made available through the Service that is not owned by HNS. Customer shall read those terms and conditions to learn how they apply to them and the use of any content other than that of HNS.

## **15. Content Usage**

### **15.1 End User Licenses**

“You” and “your(s)” refers to each person who subscribes to the Honesty Net Solutions (India) Pvt. Limited. account.

#### **a. License**

- HNS grants You a non-exclusive, non-transferable, limited right to view and privately exhibit (“Use”) the Content in strict conformity with the terms of this License.
- All and any other use of the Content is strictly prohibited. Without limitation to the aforesaid, You agree not to reproduce, copy, distribute, transmit, publish, publicly perform or exhibit, alter, adapt, customize the Content or any portion thereof. You agree that the Content is for Your personal use only and any commercial use is strictly prohibited.
- You understand that the Content shall include technological measures for the protection of the Content and to permit Use of the Content as per the usage rules. You undertake not to make any attempt to override or circumvent any of the technological measures or alter, amend or change the usage rules embedded into the Content or in any manner facilitate the same. Any violation of the above clauses will invite both civil and criminal liability under the Information Technology Act, 2000 and any other applicable law.

#### **b. Usage Rules**

HNS shall allow You to use the Content on the following basis:

Pay-Per-Period – Upon payment of a fee you will be allowed to use a single asset, a collection of assets or an entire subscription service (as the case may be) for a specified period of time.

**c. Your agreement to this End User License**

HNS reserves the right to change, modify, add or remove portions of this User License or the terms or conditions contained herein at any time. Changes will be posted periodically on the Portal. Your buying of the Video Content following the posting of any changes will mean that you have accepted the changes. Besides the terms of the User License, You agree to abide by the general Terms of Use, Code of Conduct, Privacy Policy and all other terms and conditions that may be imposed by HNS for allowing access to the Portal and/ or using Honesty Net Solutions (India) Pvt. Limited.

**d. Indemnification:**

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless HNS and its affiliates, directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of any breach of the terms of this License or any applicable laws or regulations.

**e. Disclaimer of Warranty; Limitation of Liability**

i) ALL CONTENT ON THIS PORTAL IS TRANSMITTED AND DISTRIBUTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HNS MAKES NO WARRANTY THAT THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR SECURITY BREACHES NOR DOES HNS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE PORTAL. ANY CONTENT OBTAINED FROM THE PORTAL IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL.

ii) HNS WILL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR FINANCIAL DAMAGES RESULTING FROM ANY CIRCUMSTANCE INVOLVING YOUR ACCESS TO AND USE OF THE PORTAL OR THE UNAVAILABILITY OF THE SERVICES.

**f. Intellectual Property Rights**

All Content on the Portal is protected by applicable copyright laws and international treaties and may not be used in any manner other than for your personal use to the extent allowed by HNS.

HNS has sourced the Content from third parties and has been adequately licensed to provide the Content to you on the Portal. HNS has taken all reasonable care to check the adequacy of the rights of the third party content providers. If you believe that your or any third party's Intellectual Property Rights have been violated by the HNS's inclusion of any part of the Content on the Portal, please send the following information to HNS at [customercare@hns.net.in](mailto:customercare@hns.net.in):

- description of the copyrighted work or other intellectual property right that you claim has been infringed;
- description of where the material that you claim is infringing is located on the website;
- your name, address, telephone number and e-mail address where HNS may can contact you

HNS will promptly forward your notice to the relevant content provider and may request additional information before removing the infringing content from the website.

#### **g. Termination of License**

HNS and You may terminate this License at any point in time before or during Your use of the Content. Further, termination of the Service in accordance with the terms herein shall automatically terminate the License granted herein.

Upon termination of this License by either party, HNS shall not be liable to refund any part of the subscription fees for the remaining period.

#### **h. Miscellaneous**

You may not assign any of your rights or delegate any of your obligations under this License without HNS's prior written consent. This License shall be subject to and construed in accordance with the laws of India and any action brought in connection with this License or the Service shall be subject to the exclusive jurisdiction of the courts in Mumbai. If any provision of this License is held to be overly broad in scope or duration by a court of competent jurisdiction such provision shall be deemed modified to the broadest extent permitted under applicable law. If any provision of this License shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or

default. The section headings used herein are for convenience only and shall not be given any legal import. The provisions of Sections d, e & f above shall survive termination of this License