

TERMS & CONDITIONS

T&C mentioned here consists of General Terms & conditions ("GTC") & Product Terms and Conditions ("PTC") along with "Acceptable Use Policy". The signing of Subscriber Registration Form (SRF) shall make the T&C mentioned herein binding on the subscriber. In case of any inconsistencies in the constituent parts of the Agreement or disputes arising with regard to the interpretation of the terms and conditions contained in the said Agreement, the following order of precedence shall apply: (i) the SRF and the PTC (ii) the SLA, if applicable and (iii) the GTC General Terms and Conditions ("GTC")

Terms & Conditions:

Broadband Internet access and other related services provided by **JUNTOO GIGAFIBER SERVICES PRIVATE LIMITED** (hereinafter referred to as "**JGSPL**")

1. For the purposes of these Terms & Conditions :-

- "**JGSPL** , a company registered under the Companies Act,1956 and having its Administrative SNO. 30/32 PL-70, PCNTDA, Walhekarwadi, Chinchwad PUNE MH 411033 (hereafter referred to as "**JGSPL** which expression shall include its successor and permitted assignees) is engaged in the provision of Broadband internet access and other related services (hereafter referred to as "services").
- "Services" means the services provided by **JGSPL** whereby subscriber can gain access to the Internet through provisioned bandwidth and any value-added services offered along with the Internet plan
- "Bandwidth" means the amount of information that can be carried in a given period.
- "Subscriber" means any person as defined under General Clauses Act 1899 who is availing the "services" from **JGSPL** and acting for /and on behalf of the Subscriber
- "Equipment" means such hardware/software components and assemblies that are required to enable "services" to the Subscriber including but not limited to cable modems, Ethernet cards, splitters, coaxial/other cables.
- "Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol").
- "Information" means the visual, textual or other information published or otherwise made available to the Subscribers (directly or indirectly) on the Internet using the services provided by **JGSPL**.
- "Third Party Content" means any and all information, software and other content provided by any independent third party that can be accessed through or by virtue of the services.

2. **JGSPL** reserves the right to verify the information, provided by the Subscriber in the application form, to use the same at its discretion and shall have the right to grant or refuse the Services to the Subscriber
3. **Promotional Offers:** When you are registering on our Services directly or through any of our franchisees for **JGSPL**'s Services, you are authorizing **JGSPL** or our partners to send you special offers, retention offers, or any kind of promotional SMS. If you don't want to receive offer SMS, write to juntoo@juntoo.in / info.jgspl@gmail.com or call us on **+91 7276073423**
4. The services being offered under this Contract are being provided as per the License Agreement between Department of Telecommunications and Ministry of Communication. The Subscriber acknowledges and understand that **JGSPL** for the operation of it services including Internet Telephony services is subject to the subject to other terms and conditions the Agreement between Department of Telecommunications and Ministry of Communication and extant laws and regulations as may be intimated by the DOT to **JGSPL** from time to time. The Subscriber clearly understands that the services may be terminated and / or suspended under directions from the Government of India and the competent authority under no liability of any nature whatsoever against **JGSPL**.
5. **JGSPL** agrees to provide Subscriber with the Services on the terms and conditions of this Contract
6. The Services are provided on an "AS IS and AVAILABLE" basis for decent and lawful purposes without any warranties of any kind
7. **JGSPL** does not guarantee error free services or that any information, software or any material accessible through services is free of viruses, worms, Trojans, horses or other harmful components and that the Subscriber shall not hold **JGSPL** responsible nor liable in any nature whatsoever for any loss of business or any other expense/s incurred due to occurrence of any such event.
8. The Bandwidth provisioned by **JGSPL** is a non-dedicated & shared bandwidth and may vary depending on upstream feed from Gateway Provider. Local Loop Provider and user load on the network/server/systems in accordance with TRAI guidelines on broadband speeds for home and small office subscribers.
9. The Services provided, shall remain **JGSPL** exclusive property and on expiry / early termination of the contract, the Subscriber's right to use the Services being provided shall cease.
10. The Subscriber is responsible for and shall at all times provide all access to the Equipment, necessary to access the Services, provided by **JGSPL**. **JGSPL** reserves its right to disconnect or deactivate Subscriber's access to Services without prior notice including situations where Subscriber's Equipment or software is interfering with **JGSPL** other services.

11. Subscriber should use Cable Modem/Router/ATA Box or any other equipment approved/supplied by **JGSPL** or by any of its associate/ subsidiary / group companies. The ownership of the equipment supplied by **JGSPL** /associate companies will remain with **JGSPL** /associate / subsidiary / group companies. In the event of termination of services, the equipment must be returned within 7 days to **JGSPL** in working / non damaged condition. For any damage to equipment provided by **JGSPL**, repair/service/replacement charges will be assessed by **JGSPL** and recovered from subscribers along with applicable taxes, as additional cost of provision to **JGSPL**. **JGSPL** shall raise an invoice on the subscriber for such repairs and the same shall be paid without demur by the Subscriber within __ days of receipt of the invoice
12. The Subscriber shall permit **JGSPL** or its authorized representatives sufficient and timely access during any day of the week to verify/install/inspect the necessary 'Equipment' at the Subscriber's premises. PEHSIL shall give the Subscriber prior notice before any such verification / installation / inspection of Equipment.
13. **JGSPL** is merely a provider of Cable Modems/Routers/ATA Box or any other hardware that may be required to enable the Services. Such Equipment may carry such warranties as provided by the Original Equipment Manufacturer. Hence, any and / or all expenses occurring due to damage of the Equipment, shall not be refunded by **JGSPL**
14. Save as provided hereinabove, in addition to what may be intimated to the Subscriber from time to time or as may be applicable under extant law/s, the following shall also be applicable if the Subscriber uses this Service for internet telephony 13.1 Service to process and carry voice signals offered through public internet by use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting the following:
 - PC to PC; within or outside India.
 - PC/a device/adaptor conforming to standards of international agencies like ITU, IETF, etc., in India to PSTN/PLMN abroad.
 - Any device/adaptor conforming to standards of international agencies like ITU, IETF, etc., connected to ISP node with static IP address to similar device/adaptor; within or outside India. Addressing scheme for internet telephony shall only conform to IP addressing scheme of Internet Assigned Numbers Authority (IANA) exclusive of National Numbering Scheme/plan applicable to Basic/Cellular Telephone service. Translation of E.164 number/private number to IP address allotted to any device and vice versa, to show compliance with IANA numbering scheme is not permitted. Subscriber acknowledges that VoIP will not be used in any form other than what is permissible under the internet service license. Subscriber acknowledges that the IP given will not be used for terminating VoIP calls on the domestic PSTN network.
15. Subscriber agrees to pay **JGSPL** the installation, activation, subscription and other charges along with the statutory taxes and levies for the time being in force at the time of such payments as and when they fall due as may be notified by **JGSPL**. In the event the Subscriber wishes to shift to a new location, delivery of connection will be subject to

availability of **JGSPL** services in that area, feasibility and shifting charges shall be applicable

16. **JGSPL** will provide bill/invoice for the services subscribed at the contracted rate or such rates are notified at contracted periodic intervals to the subscriber by electronic means on the subscribers registered email id . **JGSPL** will not be responsible for any delay or loss of such bill/invoice in transit. The Subscriber, in the event of non receipt of such bill/invoice shall appropriately enquire with **JGSPL** and pay the dues at contracted rates on or before the due date. **JGSPL** reserves the right to withdraw/suspend/terminate the Services partially and /or fully with or without notifying Subscriber in case of non-payment of invoice/bill by the due date or in case Subscriber's payment instrument is unpaid to **JGSPL** for whatever reason by Subscriber's bankers. In case of discontinuation/disconnection of Service the charges/fees paid by the Subscriber earlier shall not be refunded under any circumstances. Any unutilized MB's will not be carried forward or refunded on renewals. It is clarified that there shall be no refund (pro-rata / post – activation or otherwise) made by **JGSPL** to the subscribers for any reason whatsoever including but not limited to the unutilized MB's.
17. All payment must be made in full by the due date mentioned on the invoice/bill. Any delay payment by the due date will attract interest@2% per month. In case of dishonour of cheque, Subscriber will be liable to pay penalty of 2.5% per month of the subject to a minimum of Rs.150/ - per instrument and any other charges as may be applicable. This clause shall be applicable for post-paid subscriber/s only.
18. Plans offered will be monthly, quarterly, half yearly and annual with prepaid or postpaid billing options. For plan change during the life cycle of prepaid subscribers, amount for remaining period of service will not be adjusted against the new plan subscribed
19. Static IP (if provided) will be provided after submission of justification and network diagram indicating where it will be used. Static IP will be charged extra and shall be offered at the sole discretion and option of **JGSPL**.
20. Value Added Services if provided by **JGSPL** through any partnerships will be governed by the respective terms and conditions including any End user license agreements
21. Reinstatement of services will require full payment of outstanding balance and other charges plus installation fees. It shall be **JGSPL**'s sole discretion to allow such reinstatement of the services manuals/packages/booklets etc., Issued by **JGSPL** from time to time shall be binding on Subscriber
22. Reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Subscriber will hold the Subscriber solely and completely liable for infringement of Copyright and /or any other applicable law. This shall survive termination / expiry of this Agreement between **JGSPL** and the Subscriber.
23. Subscriber 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 Subscriber. Subscriber understands and agrees that the

internet contains material, some of which is sexually explicit or pornographic that may be offensive to some people and access to such material will be at Subscriber's own risk. The Subscriber shall be solely and completely responsible for any such act which may be in violation of the Information Technology Act, the Copyright Act or any other applicable Law/s, Act/s extant laws. The Subscriber shall perpetually indemnify **JGSPL** in this regard. (indemnity clause to be added)

24. Subscriber agrees to notify **JGSPL** of any changes to the information provided by the Subscriber during registering for the services, by email, fax, courier or registered post.
25. Subscriber is not allowed to share /resell/distribute/the Services provided by **JGSPL** in any manner.
26. If the Subscriber is a value-added telecom services provider, then the Subscriber must obtain necessary permission /license from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, New Delhi -110001. Tel : 011 332 6255 / 303 2855 fax :332 7656. A copy of such permission / license shall be provided by the subscriber/s to **JGSPL** within 7 days of receiving such permission / license.
27. Subscriber shall comply with the Cable Televisions Networks (Regulation) Act 1995. The Indian Telegraph Act, 1855. The Indian Wireless Telegraphy Act 1933. The India Copyright Act 1956, the Guidelines on Internet services and usage no. 845-51/97-VAS and the Rules made under these Acts and all extant laws, regulations, guidelines, as amended from time to time.
28. **JGSPL** will put in best efforts and strive to maintain the maximum possible uptime of the Services. However **JGSPL** shall not be responsible nor liable for any downtime in the Services and offers no guarantee of end-to-end bandwidth on Internet, **JGSPL** may suspend the Services during Technical failure modification or repair or testing of the service network and shall not be liable to refund any amount to the Subscriber when the services are interrupted / suspended owing to causes and reasons beyond its control. PEHSIL shall use reasonable efforts to inform the Subscriber of any such disruption of services. Termination of this Contract shall not affect any accrued rights or liability of either party nor shall 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.
29. The Subscriber shall in perpetuity fully indemnify and hold harmless **JGSPL** / associate / subsidiary / group companies against any and / or all claims, damages, suits, proceedings, actions, cause of action, award, liabilities, cost and/or expenses of any kind (including but not limited to attorney fees, defamation, infringement of any law, rules & regulation in force from time to time) arising out of any misrepresentation and/or fraud committed by the Subscriber/s, or actual or alleged breach of any terms of this Agreement by the Subscriber/s (including but not limited to breach of any representation and warranty provided by the Subscriber/s).
30. **JGSPL** reserves the right to modify and amend this Contract without cause and without prejudice to **JGSPL** rights as specified in this Contract, by serving at least 30 days

written notice on the other side by informing by post, courier, electronic mail/ or facsimile transmission.

31. If the Subscriber commits breach of any of the terms and or conditions of this Contract, **JGSPL** may at any time at its sole discretion and without prejudice to any other remedy available under any law, either suspend the Services or terminate this Contract.
32. The Parties may terminate this Contract without cause any without prejudice to PEHSIL and there shall be no refunds of any nature whatsoever. Save as provided herein, **JGSPL** may at any time at its sole discretion and without prejudice to any other remedy available under any law, either suspend the services or terminate this Contract. There shall be no refunds of any nature whatsoever by **JGSPL** if such termination is due to reasons attributable to the Subscriber.
33. **JGSPL** may offer a part refund in case of termination request by Subscriber. 32.1 Post placing the order but prior to installation of equipment's – 100 % subscription amount paid by Subscriber to be refunded. 32.2 Post placing the order, installation of equipment completed but services not activated - recurring charges will be refunded provided all equipment are returned by subscriber in working condition. Penalty/damages will be deducted from the refund amount/ adjusted from security deposit (if any). One time charges shall also be forfeited. 32.3 Post placing the order, line being installed and activated – all one-time charges and plan charges shall be forfeited / adjusted from security deposit (if any)
34. Neither the course of conduct between the parties nor trade practice will modify the provisions of the Contract.
35. The provisions of all obligations on Subscriber shall survive the termination / expiry of the Contract.
36. No failure or delay on **JGSPL** part of exercise any right to 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.
37. Any correspondence by the Subscriber shall be sent by registered AD or by courier to : **JUNTOO GIGAFIBER SERVICES PRIVATE LIMITED** Limited In SNO. 30/32 PL-70, PCNTDA, Walhekarwadi, Chinchwad PUNE MH 411033
38. Speeds mentioned are only upto our ISP node
39. Contention is applicable on Broadband plans as per TRAI guidelines
40. For New Connections, please submit your photo, ID Proof & address proof along with the Subscriber Registration Form
41. We prefer you pay online post login at <https://www.juntoo.in>

PRIVACY STATEMENT

In the course of using this website or availing the products and services via the online application forms and questionnaires, **JUNTOO GIGAFIBER SERVICES PRIVATE LIMITED** (JGSPL) may become privy to the personal information of its customers, including information that is of a confidential nature. We at JGSPL respect and give high priority to the privacy of all customers and are committed to maintaining the privacy and security of the personal information which is provided by its customers. JGSPL has taken all necessary and reasonable measures to protect the confidentiality of the customer information and its transmission through the web. While no data transmission over the Internet is 100% secure from intrusion, we have used and will continue to use commercially reasonable efforts to ensure the protection of your information. Please read the following to learn more about our privacy policy.

Personal Information

1. Our site's registration form requires you to give us contact information like your name and email address. We collect personal information from our customers on a voluntary basis. Personal information may include name, title, company, address, phone number, email address, and other relevant data.
2. We collect and use personal information for business purposes in order
 - To seek your feedback or to contact you in relation to those services offered by us.
 - To process orders or applications submitted by you.
 - To administer or otherwise carry out our obligations in relation to any agreement you have with us.
 - To anticipate and resolve problems with any goods or services supplied to you.
 - To create products or services that may meet your needs.
 - To process and respond to requests, improve our operations, and communicate with visitors about our products, services and businesses.
3. JGSPL will limit the collection and use of customer information only on a need-to-know basis to deliver better service to the customers. JGSPL may use and share the information provided by the Customers with its affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the customers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the customer information to one or more agents and contractors of JGSPL and their subcontractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from JGSPL only for these purposes.

4. JGSPL may disclose personally identifiable information about you to third parties when:
 - It has your consent to share the information
 - It needs to share your information to provide the product or service you have requested and given your consent.
 - It has to cooperate with the investigations of purported unlawful activities or in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
 - It believes in good faith that such action is necessary to protect and defend the rights and related property of JGSPL and that of its customers.
 - It uses reasonable precautions to keep the information disclosed to it secure.
 - It finds it necessary to act to protect the interests of JGSPL, its affiliates, or its members, constituents or of other persons.
5. By entering this website you are consenting to the terms of our information privacy policy and to our continued use of previously collected information. By submitting your personal information to us, you will be treated as having given your permission for the processing of your personal data as set out in this policy.

Non Personal Information

1. At this website, information sent by your web browser may be automatically collected. This information typically includes your domain name (the site after the @ in your email address). It may also contain your username (the name before the @ in your email address). Other examples of information collected by our server include the Internet protocol (IP) address used to connect the visitor's computer to the Internet, operating system and platform, the average time spent on our website, pages viewed, information searched for, access times, websites visited before and a visitor visits our website, and other relevant statistics. The amount of information sent depends on the settings you have on your web browser; please refer to your browser if you want to learn what information it sends. Some of this information is also required in terms of the statutory obligations of the Company.
2. All such information will be used only to assist us in providing an effective service on this website. We may from time to time supply the owners or operators of third party websites from which it is possible to link to our website with information relating to the number of users linking to our website from such third party websites. You cannot be identified from this information.

Information Placed On Your Computer

We may store some information such as cookies on your computer when you look at our website. Cookies are pieces of information that a website transfers to the hard drive of a visitor's computer for record-keeping purposes. This information facilitates your use of our website and ensures that you do not need to re-enter your details every time you visit it. You can erase or choose to block this information from your computer if you want to; please refer to your browser settings to do so. Erasing or blocking such information may limit the range of features available to the visitor on our website. We also use such information to provide visitors a Personalized experience on our website. We may use such information to allow visitors to use the website without logging on upon returning, to auto-populate email forms, to make improvements and to better tailor our website to our visitors' needs. We also use this information to verify that visitors meet the criteria required to process their requests.

Security

We aim to keep our information about you as accurate as possible. If you would like to review or change the details you have supplied us with, please contact us as set out below. If you wish to change or delete any of the personal information provided at the time of subscription, email at info.jgspl@gmail.com