- 1. The Agreement for subscription of services is entered between Country Online Services Pvt Ltd(referred to as COL), a Company incorporated under Companies ACT, 1956 having it's registered office at 13-3-1109/1 Karwan Hyderabad 500006. Ph: 040 23521170. and it's Hyderabad office 5-9-215, Saphire Plaza, Block B Chiragali Lane, Abids, Hyderabad, Telanga-500001 having CIN No: U72200TG2014PTC094551 Service Tax Reg No: AAFCC6862NSD001 TIN No: HYDC07508E.COL is licensed Internet Service Provider holding valid license issued by the Department of Telecommunications (DOT), Govt. of India. Any individual/entity/legal person subscribing to the services offered by COL are hereunder reffered to as the 'subscriber'.
- 2.Service COL provides its services via fiber optic cables, which requires us to install and power CX(Customer Switch) at my premises. I accept this requirement and hereby accord the permission for installing this CX and give power for the same if required by the COL, so that COL internet services may be installed and commissioned. The subscriber is also responsible to provide all access to equipment necessary to access the services. All the subsequent services manuals/packages/booklets etc. issued by COL from time to time shall be binding on Subcriber.
  - COL reserves the right to modify and amend these terms and conditions in part or full and the amended one, as
    notified by COL in its website <a href="https://www.countryonline.co.in">www.countryonline.co.in</a> shall be binding on the subscriber.
  - The Subscriber shall provide valid proof of address and proof of identity as per the direction issued by DOT from time to time to subscribe the COL services and as and when required by COL
- **3.Billing** New COL subscribers are billed on 1<sup>st</sup> of the month subsequent in the month in which they have subscribed to COL services.COL does the billing for its monthly packages once a month in advance. All subscribers of COL's services are by default aligned to the 1<sup>st</sup> to 1<sup>st</sup> monthly billing cycle.COL does the billing for its fixed term packages (like annual ,Semi Annual etc.packages) from the date on which package is activated till the date the package expires.COL bills its Subscribers on a pre-paid basis.All usage which exceeds the package limit of a particular month, is billed in the next month bill cycle.
- **4.Payment** COL Invoice shall become due and payable on the due dates mentioned in the invoice/bill from time to time. However, it will be the subscriber's responsibility to enquire about subscriber outstanding and in case of non-receipt of bill, subscriber shall contact COL and pay the amount due by the due-date. COL shall not be responsible for any delay or loss in transit of bill.
  - All payments shall be made in full by the due date mentioned in the invoice/bill. Any delay in payment by the due
    date will attract an interest @2% per month. In case of dishonour of cheque, subscriber shall be liable to pay such
    charges as may be levid by COL from time to time. All the terms and conditions of services and payments shall be
    notified by COL from time to time by way of services terms and conditions and shall be binding on Subscriber.
  - At the time of subscribing to COL's data services, the subscriber is required to pay the following charges.
  - Installation charges and activation charges, if required as per the terms of the package being subscribed to.
  - Security Deposit, if required as per the terms of the package being subscribed to.
  - Subscription charges for the entire package amount being subscribed to.
  - Any other charges, as may be required as informed by COL to the subscriber in accordance with COL tariff plans and associated offers.
  - COL subscribers are required to pay their bills as per the invoice/bill, else the services may be disconnected without the notice. Billing disputes will only be entertained upon the subscriber first clearing the entire amount billed by COL. If COL finds any genuine errors in its billing, the same will be passed to the subscriber by the way of a credit note in subsequent months.COL provides multiple monthly services to its subscribers, and its subscribers are not allowed to hold back or delay payments of one service on account of any issues or concerns that the subscriber may have with another service. In such circumstances COL retains the right to disconnect the services of the subscriber without notice, in case of non-payment within prescribed time.COL assigns credit limits to its subscribers based on certain parameters, and in case the subscribers cross these limits, they will be disconnected from the COL services with or without notice.

**5.Power** COL delivers its services using the world's most advanced active fiber optic network. An active network requires power from the subscriber and COL subscriber accords his/her/their consent to the same for the duration of their subscription to COL services.

COL 'subscriber' undertakes to never switch off the power to any COL equipment which may be located in the premises of the 'subscriber', without giving adequate notice of at least 15 days to enable COL to make alternate arrangements, at the time of services being discontinued. Any violation of the same will be treated as a breach of this agreement.

**6.Shifting** your Connection COL allows its existing customers to request for a connection transfer in case you are shifting your residence/office within COL NETWORKS. The same shall be chargeable as per the charges fixed by COL from time to time. COL shall not be liable to refund amounts to any of its subscribers by virtue of they shifting to non-feasible areas.

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

The Wireless Plus - Home Wi-Fi device will function only on the COL Network.COL is merely a provider of cable modems /routers or any other hardware that may be required to enable the services. Such equipments shall carry such warranties as provided by the original equipment manufacturer. Subscriber may have no right or claim against COL for the failure of cable modem/routers / or any other hardware that are required to provide the services.

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

- COL services cannot be used by the 'subscriber' for illegal voice termination activates and any notice of the same will
  invite immediate censure by COL and the same will be reported to the authorities who enforce the laws of the land.
- COL services cannot be used by the 'subscriber' for malicious, illegal, anti-national activities and any notice of the same
  will invite immediate censure by COL and the same will be reported to the authorities who enforce the laws of
  the land.
- Reprodution or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Subscriber will hold the Subscriber solely liable for infringement of Copyright or any other applicable law. If COL is put to any loss of injury due to the COL of any Subscriber, the Subscriber is liable to reimburse the same to COL. 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.
- The Subscriber understands that the internet contains unedited 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 and if
  COL is out to any loss or injury due to such an COL by the Subscriber, the Subscriber is liable to reimburse the same
  to COL.
- COL services are governed by the rules and norms prescribed by TRAI and DOT accordingly, COL reserves the right to track the usage of its 'Subscriber's and on demand provide the same to the authorized Government bodies.
- COL mandates that it's 'Subscriber's keep their access password secure and secret all the time. Any sharing of passwords
  is not permitted and in case any instance of the same is observed or brought to our attention, then COL reserves the
  right to recover damages from the 'Subscriber'.
- As per our fair usage policy, every customer is allotted a generous fair usage Limit. Usage over and above the stipulated
  Fair Usage Policy Limit will result in reduced internet speeds.
- The Subscriber agrees to indemnify COL for any unauthorized use of internet as mentioned above, infringement of any law, rules and regulations in force from time to time and for any other defamation, infringement against COL or it's representatives.

**9"Internet Telephony"**internet Telephony mean a service to process and carry voice signals offered through Public Internet by the 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/ Adapter conforming to standard of any international agencies like ITU, IETF etc. in India to PSTN/PLMN abroad.
- Any device /Adapter conforming to standards of international agencies like ITU, IETF etc. connected to ISP node
  with static IP address to similar device/Adapter; within or outside India.

The Internet Telephony Communication involving transmission of voice in packetized data format addressing scheme for such through the public Internet will conform to IP addressing scheme of Internet Assigned Numbers Authority (IANA) alone and not the National Numbering Scheme/plan applicable to subscribers of basic/cellular telephone service, as defined by Department of Telecom".

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

11.Refund Policy COL does not entertain refund of any amounts that may have been paid by the 'subscriber', for an Annual / Semi Annual / Quarterly / Monthly / Child Plan Package / Wireless Plus- Home Wi-Fi Device or any other similar package offered by COL from time to time. Only in case of non-feasibility of a new connection, refund is made by COL. The time for a refund to be affected is 4-6 weeks, beyond the allowable time of 15 working days as mentioned above.

12.Discount Policy COL provides service discounts in line with TRAI policy on the same, on a case to case basis, as needed. In case of Billing disputes, COL 'subscribers are required to email their specific concerns to <a href="mailto:billing@countryonline.co.in">billing@countryonline.co.in</a> and the same will be addressed in 4-8 weeks, by way of a discount / credit note passed in the account of the 'subscriber' if found genuine by COL.

13.Schemes COL offers gift voucher / schemes with some of its product offerings.COL reserves the right to withdraw these schemes at any point of time without prior or advance notice. COL requires 4-8 weeks to deliver the Gift Vouchers, and the same is done on a best effort basis. The 'subscriber' has to ensure that correct address information and address proof is provided in the Customer Application form, otherwise COL cannot be held accountable for any delays in delivery of any product. COL, from time to time, may offer software packages / products to its 'subscriber's, which would be typically linked to the ongoing subscription to COL's services by the 'subscriber'. These packages and products are third party tools / applications and COL would offer the same on a best effort basis. COL is not responsible for any effect on the performance of 'subscriber' system / pc / laptop / router, due to installation of this third party software or any loss or financial implication that the 'subscriber' may suffer as a result. COL explicitly reiterates that usage of said products is at the discretion of the 'subscriber' and is not a mandatory requirement in order to use the services of COL.

14.Disclaimer The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. COL is merely providing connectivity to the internet and has no responsibility or control over the contents of the internet or the individual's usage of the same. COL is not responsible for virus /malicious traffic which may infect the PC / Laptop of the COL subscriber, since COL has no control over the same. You, the COL subscriber, assume full responsibility and risk for the use of the services provided by COL. The subscriber is solely responsible for evaluating the accuracy, completeness and usefulness of all services, products and other information and the quality and merchantability of all merchandise provided through the internet access service offered by COL. The services by COL are provided on an "As is and Available" basis only. COL does not warranty that the services will be uninterrupted, error-free or free from viruses, Trojan horses or harmful components.

- COL also hereby informs the subscriber that their personal details will be provided to the Legal Authorities on demand, without any prior intimation to the subscriber. The Subscriber may visit the privacy policy duly defined by COL in its website <a href="https://www.countryonline.co.in">www.countryonline.co.in</a>
- COL will put in best efforts and strive to maintain the maximum possible uptime of the services. However COL shall not be liable for any downtime in the services and offers no guarantee of end-to-end bandwidth on internet. COL may suspend the services during Technical failure modification or repair or testing of the services network and shall not be liable to refund any amount to the Subscriber for any other loss including any direct, incidental, exemplary multiple special punitive or consequential damages that the subscriber may sustain when the services are interrupted / suspended owing to causes and reasons beyond its control.

**15.Limitation of Liability** COL shall not be liable to the Subscriber in any manner whatsoever for any costs or damages that may arise directly or indirectly on account of your using the services provided by COL, including any loss of business, direct, incidental, exemplary multiple special punitive or consequential damages in any event, (notional or otherwise) that you may claim to suffer on account of any deficiency, failure and/or delays in the services provided by COL, in the event of deficiency, failure and/or delays in COL's Services are connected or related, directly or indirectly, to any reason which is beyond the control of COL. For this purpose, a matter beyond the control of COL shall include but shall not be limited to the following:

- Delay and/or disruption in services attributable directly or indirectly to the lines of the upstream gateway services provider.
- Delay and/or disruption in services attributable directly or indirectly to the directions of any statutory and/or regulatory authorities.
- 3. Delay and /or disruption in services attributable directly or indirectly to a change in Law.
- 4. Delay and /or disruption in services attributable directly or indirectly by reason of acts of god , lightning ,strikes , earthquakes, floods ,storms, fires, natural disasters, explosions, war, hostility, civil commotion, public enemy, sabotage, riots, bomb blasts, strikes, epidemic, quarantine, restriction, lock out, electricity fluctuation, electrical surges, electrical short circuit, internet outage, network outage, fibre cut, malicious damage and etc. (FORCE MAJEURE).
- Subject to clause No 13 and first provision of clause 14 above, COL shall be liable to compensate the subscriber only on
  the account of deficiency of services provided by COL to extend waiver of charges as prescribed by regulations issued by
  Telecom Authority of India. Further COL shall not be liable for any claim loss arising due to malfunction of COL equipment
  installed in customer made by the subscriber for any loss including but not limited to equipment loss, property premises
  due to the reasons beyond the control of COL that including but not limited to electrical short circuit, electrical outage
  and etc.

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

COL also reserves the right to withdraw / suspend / terminate / disconnect the services to the 'subscriber' partially or fully in case of any of a number of reasons, including but not exclusive to – negative address verification, non- payment, violation of any terms of this agreement, usage of the service for any illegal or immoral activity and subscribers equipment or software is interfering with COL's other services if so found by COL etc.

If the subscriber commits breach of any of the terms and or conditions of this terms and conditions, COL 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 agreement.

- 17.Reinstatement of services Reinstatement of services will require full payment of outstanding balance and other charges plus installation fees. It shall be COL's sole discretion to allow such reinstatement of the services fully or partially.
- **18.Assignment** COL shall assign this contract to anybody at any time. The same shall be binding on the Subscriber. This contract and the services shall be non-transferrable by subscriber at any time.
- 19.Severability& jurisdiction: 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 deemed to be deleted from this contract and the other provisions shall remain in full force and effect. Neither the course of conduct between the parties nor trade practice will modify the provisions of the contract. The provisions of all obligations and all restrictions on Subscriber will survive the termination of this contract. Any question, dispute or difference among out of this contract, shall be referred to arbitration. The Arbitrator shall be a sole Arbitrator appointed by COL. The arbitration shall be governed as per the Arbitration and Conciliation ACT of 1996 as amended from time to time. The Arbitration shall be held in Hyderabad. Courts at Hyderabad shall have exclusive jurisdiction.
- 20. Governing Law The Services provided by COL shall be governed by the Indian Telegraph ACT 1885, Indian Wireless Telegraphy ACT 1933 and Telecom Regulatory Authority of India ACT 1997 as modified and replaced from time to time. This Agreement shall be governed by the Laws of republic of India and courts at Hyderabad shall have exclusive jurisdiction.

## **DECLARATION**

I/We, the subscriber, hereby confirm having read all the above terms and conditions and also confirm my understanding and acceptance in full of the same, without exceptions. our subscribing the service provided by COL constitute a total acceptance of the Terms of COL's service offering.