

# TELECOM CONSUMER CHARTER



QUADRANT TELEVENTURES LIMITED

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**1. Name & Address of the Service provider:- Our**

**Vision:-**

To be the most admired telecommunication and infotainment services brand through innovation and excellence.

**Our Mission:-**

"Deliver cutting edge telecommunication and infotainment products & services through convergent digital technologies, ensuring customer delight." CONNECT has positioned itself as a '**Total Telecommunication Solution Provider**' and offers a complete portfolio of telecom services along with a host of value added services.

We **Quadrant Televentures Ltd. (for short "QTL")** is a "Total Telecom Solutions Provider" offering Fixed Line Telephony (Telephone Services), Broadband Services, Customized Data Services and Value Added Services under the brand name of CONNECT vide License Number: 821-125 / 2014-DS dated January 6, 2015 issued by the Department of Telecommunications, Government of India, New Delhi.

**Corporate Office:**

B-71, Industrial Area, Phase VII, Mohali, Punjab - 160055

Phone No:- +91-172-5090000

Website:- [www.connectbroadband.in](http://www.connectbroadband.in)

**Zonal Offices:**

**Amritsar**

SCO 44, Nagpal tower 2 District Shopping complex, Ranjit Avenue Amritsar - 143001

Phone No - +91-183-5094327 / 5094121

**Chandigarh**

B-71, Industrial Area, Phase VII, Mohali, Punjab - 160055

**Jalandhar**

KM Stone 8, GT Road, Paragpur, Jalandhar 144005 Phone No - +91-181- 5080244

**Ludhiana**

3rd floor, Connect office, Elite arcade, Mall road, Ludhiana – 141001 Phone No - +91-161-5010083

**Patiala**

S.C.O. (COMM) # 10 FF, CHOTTI BARADARI, THE MALL, PATIALA, Punjab, 147001

Phone No - +91-175-5000700 / 5000182

## **2. Services Offered & Coverage**

**QTL** provides a world class telecom experience when it comes to technology, products, Customer services, Launched in Punjab in the year 2000 under the brand name of “Connect”.

QTL has set up state-of-the-art network with coverage in over 113 towns of Punjab with an extensive optical fiber network coverage is over 1,500 km. Today, QTL is one of Punjab's leading private sector Telecommunication Service Providers.

QTL Broadband network supports interactive multimedia services, and can handle high quality content, high speed internet access and a large number of interactive applications including B2B and B2C e-commerce.

### **Our Services:**

- ➔ Broadband Services (Punjab, Haryana, Himachal Pradesh)
- ➔ TTH Services (Punjab, Haryana, Himachal Pradesh)
- ➔ ILL/LL Services (Punjab, Haryana, Himachal Pradesh)
- ➔ Basic Wire line Services. (Punjab)

Coverage Area - Chandigarh



Coverage Area - Punjab



**3. General Terms & Conditions – Broadband Services/Broadband wireless services/Wireline services under “CONNECT” brand name.**

**AGREEMENT**

**PREAMBLE**

This Agreement is entered into between the subscriber (particulars of whom mentioned in the overleaf to this Agreement) and QUADRANT TELEVENTURES LIMITED, a company registered and incorporated under the provision of the Companies Act, 1913 ("Act") having its Registered Office at Flat No 8, B-Type Sadaful Building, Tirupati Park, Gurusahani Nagar, N-4, CIDCO, Aurangabad – 431 001, Maharashtra and Corporate Office: B-71, Industrial Area, Phase-VII, S.A.S Nagar, Mohali - 160055, Punjab (Herein after referred to as “QTL/CONNECT”).

**TERM**

1. The term of this agreement shall commence upon the CONNECT accepting the form overleaf duly signed by the subscriber, and shall run till either of the parties terminates the Agreement or on the request for disconnection/surrender of connection by the subscriber. The Agreement shall run in concurrence with the License granted to CONNECT by the Government of India for the purpose of providing Unified Access Telephony services in the state of Punjab and UTC including Panchkula town, and shall be subject to all the applicable laws, bye-laws, rules, regulations, notifications orders, directions of the Government/Courts/Tribunals and shall further be subject to other terms of this Agreement and shall be as per the terms and conditions of the tariff plan(s) services chosen by the subscriber.
2. The subscriber represents that he has been fully informed about the services provided by CONNECT, its specification, requirements, Limitations etc., and only thereupon signed this Agreement This Agreement read with the Application form is the complete and exclusive statement of the Agreement between the parties hereto and it supersedes all prior understanding or Agreements whether oral or written in this regard.
3. This Agreement has been duly authorized and executed and is valid and binding and is enforceable by law in accordance with its terms.
4. CONNECT reserves the right to reject any application, without assigning any reason. The information provided by the subscriber/gathered by CONNECT shall become CONNECTS property even if the application is rejected and can be used by CONNECT in any manner, it deems fit.
5. Any litigation between the Parties in respect of any dispute pertaining to this Agreement would be subject to the exclusive jurisdiction of courts situated at Chandigarh only and no other court will have any territorial jurisdiction to try and decide any of the said litigations.

6. All disputes and differences arising between the parties to this Agreement shall be referred to the Sole Arbitration of the Business Head / Director, CONNECT, who would be at liberty to himself act as an arbitrator, or to appoint any of his nominees for the purpose. If the person so appointed ceases to hold office then his successor would continue with the arbitration proceedings from the stage the earlier arbitrator ceased to hold office and the new incumbent need not start the proceedings de-novo. It is clearly understood that no party will have any objection to the appointment of any person as an arbitrator on the ground that the said person has dealt with the matter at any stage or that he is an employee/ex-employee of CONNECT.

#### **CONNECT COMMITMENT**

1. Upon CONNECT's acceptance, the subscriber will be provided with Directory number & standalone in order to enable him to avail the services of CONNECT.
2. The directory number is and shall always remain the property of CONNECT.
3. Upon receiving an explicit consent from the Subscriber, CONNECT reserves its right to activate and charge the subscriber for services activated by it. The subscriber shall be responsible for intimating, in writing, unwillingness for disconnection of such service so as not to be charged for the said service. CONNECT shall inform the subscriber of such activation through individual or public communication.
4. CONNECT will not be responsible or liable for any impact on service availability and reliability, and CONNECT is entitled to without any liability refuse, limit, suspend vary and/or interrupt service at any time, at its sole discretion, with respect to one or more subscribers one or more category of subscribers, all subscribers without any notice, for any reason and/or due to various factors including but not limited to:
  - (i) Government's rules, regulations, orders, directions, notifications etc. including changes thereto;
  - (ii) Transmission limitation caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions and/or such other features/conditions, system(s) changes or capacity limitations for reasons of upgradation, variations, installation, relocations, repairs, operation and /or maintenance of system/equipment/services;
  - (iii) Combat potential fraud, sabotage, willful destruction, etc.;
  - (iv) Any legitimate business purposes/decisions;
  - (v) Force Majeure circumstances;
  - (vi) Equipment incompatibility with CONNECT's network including subscriber premises equipment;
  - (vii) Delayed/non-payment of bills, incurring charges in excess of deposits



credit limits, non-deposit of any increased advance deposit advance(s) or if it appears that usage was exceeding limits/levels expected by CONNECT for the type of account/ subscriber; and the subscriber had been provided sufficient notice regarding the same

- (viii) If service is used in any manner that violates any laws etc. or adversely effects or interferes with CONNECT 's services in any manner etc.;
  - (ix) Any discrepancy/wrong particulars provided by the subscriber;
  - (x) Problems arising on Interconnection between service providers/BSNL/ MTNL; &
  - (xi) Breach of any term or conditions of this Agreement on the part of the subscriber. It is the paramount term of this Agreement that CONNECT shall have the sole discretion to allot or not to allot a suspension/disconnection, reconnection may be made by CONNECT
5. Privacy of communication is not guaranteed and is subject to Government regulations and such other factors. CONNECT may be required to disclose any information or particulars pertaining to the subscriber to any authority, statutory or otherwise, including but not limited to any debt collection agency, credit reference agency, security agency, financial institution or bank and reserves the right to comply with the same at its discretion.
  6. CONNECT is entitled to change, vary, add and withdraw any service/ supplementary service and/or to vary its charges relating thereto at any time, in its sole discretion and/or under TRAI regulations and guidelines.
  7. CONNECT reserves the right to vary the billing cycle at its sole discretion.
  8. CONNECT reserves the right to apply a monthly financial exposure (credit limit) and such other conditions for charges incurred by the subscriber and to demand ad hoc interim advance payment failing which CONNECT reserves the right to suspend or disconnect access to the services, wholly or partially.
  9. Bills include, inter alia, call unit charges, monthly rentals, services tax, installation charges, reconnection charges, charges for other services and other applicable interests, penalties, fees, charges etc. The respective charges may be added, deleted and/or varied by CONNECT in its sole discretion from time to time with prior intimation to the subscriber.
  10. Any delay in payment / part payments of any bill, non-payment of any disputed charges pending settlement, non-deposit of any increased deposit/ advance etc. may result in deactivation, at the sole discretion of CONNECT without any liability. Reactivation shall at the sole discretion of CONNECT.

## 11. Services and rebates:

- (i) Provision of additional services /supplementary services etc shall be at an extra charge and on such other /additional terms as are specified by CONNECT from time to time.
- (ii) Commercial subscribers will be declassified as per TRAI guidelines and tariffs will be charged as per applicable rules,
- (iii) All rebates or other special benefits announced by CONNECT from time to time shall have a time limitation / validity. CONNECT has the right to withdraw /vary/ extend/any/or all such rebates etc at any time including during the offer period after due intimation.
- (iv) The subscriber has understood that depending on the different services/plans chosen by various subscribers, the prices/charges/fees etc., and terms and conditions applicable thereto, may also be different.
- (v) During technical failure or modification or repair or testing of the network, CONNECT reserves the right to totally or partially disconnect the subscriber's connection. CONNECT shall not be liable for any consequential loss or damage or thirdparty claims arising from such disconnections.

### **SUBSCRIBER'S COMMITMENT**

1. On filling up overleaf to this agreement, the subscriber shall have deemed to have read the entire agreement, the standard tariff package and the alternate tariff packages and has made an informed and conscious choice on the basis of the information as published and has completely understood the financial implications of the publication fully and in the true meaning as intended.
2. The tariffs and charges are based on the currently prevailing TRAI regulations and interconnect arrangements with the other telecom players. The same shall be altered in the event of any change in the said regulations and/or arrangements.
3. For deletion of any features/ supplementary services, the subscriber shall provide a notice to CONNECT in writing well in advance.
4. The subscriber shall use the services of CONNECT strictly in accordance with the existing laws of India. Subscriber cannot use the services for any unlawful or abusive purposes or for sending obscene, threatening, harassing messages affecting /infringing national interest, nor create any damage or risk to CONNECT or its network and / or other subscribers). Any such infringement or misuse would not be attributed to CONNECT. The subscriber undertakes to own responsibility for such misuse and any action as applicable will be taken against him. Under any circumstances, CONNECT shall not be responsible for any act of commission or omission of the subscriber amounting to an offence under any penal statute. The sole responsibility in such a case shall be that of the subscriber including bearing the legal costs pertaining to the legal cases initiated against CONNECT due to the aforesaid and Connect will not be deemed to be involved in such act in any manner whatsoever including knowledge thereof or connivance thereof.

5. Bills shall be paid on or before the due date including any extra deposit if they exceed the credit limit as assigned by CONNECT. Payment in time is the essence of this agreement.
6. The subscribers shall pay their bills by the due date in favour of "QUADRANT TELEVENTURES LIMITED". It is the duty of the subscriber to check his / her balances and settle the same. In the event of non-receipt of bills, the subscriber shall immediately inform CONNECT regarding the same and seek duplicate bill.
7. The subscriber shall pay all charges in full, without any deductions, set off or withholding and in respect of all calls made/services availed from his telephone number whether authorized by the subscriber or not, which shall include any extra deposit on account of increase in the credit limit as assigned by CONNECT.
8. Rentals shall continue to be payable in respect of any period of suspension or restriction of services, which is requested by the subscriber or enforced by CONNECT for sufficient reasons.
9. CONNECT shall address all billing statements and any notices under this agreement to the billing address given in the application form or as intimated in writing by the subscriber.
10. Any increase in taxes and/or levy of new taxes, levies, and duties etc., shall be debited to the subscribers account.
11. The subscriber shall be solely responsible for all charges levied by any interexchange carrier and the renegotiations and payment of any sums required by any inter exchange carrier. CONNECT shall not be liable for any failure of any inter exchange carrier to complete calls made by the subscriber or denial of any inter exchange services.
12. If the subscriber fails to make any payment, CONNECT among other rights/ legal remedies is authorized to demand immediate payment thereof from any credit provider / bank account of the subscriber.
13. CONNECT reserves the right to adjust the interest free deposit amounts/advances/fees etc against any delayed/non-payment of bill or any amount thereof.
14. CONNECT reserves the right to apply payments in the first instance to interest, damages and including but not limited to the principal amount due.
15. CONNECT reserves the right to vary/ increase/ decrease the amount of deposit /advance fees at any time in its sole discretion with respect to any /all subscribers.

16. In the event of payment of bills being made by the subscriber by cheque and the same being dishonored, the subscriber shall pay charges as per CONNECT's policy applicable from time to time on each dishonored Cheque, towards bank charges and other incidental charges irrespective of any legal action against the default, permissible under the provisions of law. In the event the cheque given by the subscriber got dishonored, CONNECT may ask the subscriber to pay the dues in cash for the period for which the said cheque was provided and for the subsequent billing period as per the discretions of CONNECT.
17. If the subscriber's equipment is lost or stolen, the subscriber shall inform CONNECT immediately in writing. This will authorize CONNECT to suspend all or part of the services and/or disconnect subscriber equipment or GDN number from the network.
18. The subscriber shall comply with all directions issued by CONNECT relating to the network, the services and / any matters connected therewith and provide CONNECT all other and further information and cooperation as CONNECT may require.
19. The subscriber shall not place or use anything in such a way or position in relation to the subscriber equipment or any other telephone link that is not approved for such use by CONNECT.
20. The subscriber equipment must be technically and operationally compatible with the system and will be used by the subscriber in compliance with all applicable laws, rules and regulations enforced from time to time. The operating characteristics of the subscriber equipment shall not interfere with the service provided by CONNECT. The subscriber acknowledges that it is a breach of the agreement to alter any subscriber equipment or other equipment to defraud CONNECT or any other individual or entity in any manner, any damage /loss occurring due to the said breach, the subscriber shall be liable to pay compensation and damages to CONNECT or any such affected individual.
21. The payment against monthly bills beyond the due date shall entail surcharge (s) as fixed by CONNECT from time to time. In case the payment is made after the due date applicable rebates (if any) will stand withdrawn from that bill. Overdue payments shall attract a late charge as per CONNECT policy applicable at that time.
22. The subscriber shall deposit with CONNECT, as security deposit, such amount(s) as CONNECT may determine from time to time. CONNECT reserves the right to adjust/apply the said security deposit amount in full or part satisfaction of any sums due from the subscriber to CONNECT at any time. subscriber shall continue to be liable for balance, if any.

23. No interest is payable nor will be paid on the security deposit. CONNECT reserves the right to increase the amounts of such deposit(s) /advance(s) etc. at any time at its sole discretion with respect to any / some /all subscribers, CONNECT may call for advance / additional security deposit for STD/ ISD facilities made available to the subscriber at his/their request, and other services.
24. In case this agreement is terminated in accordance with the provisions of this agreement the subscriber shall return the CPE in a good working condition

#### **TERMINATIONS**

1. Either party shall have the right to terminate the Agreement with or without assigning any reason (whether with or without cause) by giving 7 days prior notice in writing. The subscriber should give the termination notice in writing and duly received by CONNECT. Unless due to some unforeseen/exceptional circumstances, the money deposited by the subscriber shall be refunded as per the TRAI guidelines. But this refund is subject to the terms of this agreement.
2. Notwithstanding anything contained herein above, CONNECT shall be entitled to immediately terminate this agreement and the services to be provided therein if
  - (i) The Government or the Authority suspends, terminates, nationalizes or takes over the license or the services temporarily or otherwise,
  - (ii) At any time the subscriber fails to satisfy the requisite credit checks or provides fraudulent information to CONNECT pursuant to which services have been provided.
  - (iii) The subscriber fails to pay its subscription or the charges due.
  - (iv) If the subscriber is in breach of any of the terms of this agreement and the subscriber does not remedy the breach within seven (7) days of the receipt of a written notice from CONNECT specifying the breach,
  - (v) CONNECT ceases to make the network available for any other reason.
3. The agreement may also be terminated at the option of either party on the happening of the following events;
  - (i) If either of the party is declared insolvent or bankrupt or is liquidated or in the process of being liquidated or if being a firm is dissolved.
  - (ii) If a trustee or a receiver is appointed to take over the assets of either party.
  - (iii) If the Government or the authority requires any provision of this agreement to be revised in such a way as to cause significant adverse consequences to any of the parties.

- (iv) The conditions or consequences of force majeure continue for such length of time that further performance of the agreement would be commercially frustrating.
- 4. Termination of this agreement under the preceding provision shall be without prejudice to and in addition to any right or remedy available to the terminating party under the applicable law or statute.
- 5. If the subscriber cancels his service order after work has been started on the provision of the service, the subscriber shall reimburse CONNECT for the cost of such work. CONNECT may alternatively deduct these costs from any advance payment or deposit which the subscriber may have paid towards the provision of the service or from any other entitlement due to the subscriber from the company.
- 6. In the event of termination of the agreement for any reason whatsoever, CONNECT shall be entitled to recover all outstanding charges and dues from the subscriber along with the CPE.
- 7. If the agreement is terminated for reasons of wrong, incorrect or fraudulent information provided by the subscriber, CONNECT can at its discretion, terminate the agreement and recover all dues without any liability on CONNECT.

#### **DISCLAIMER OF LIABILITY**

- 1. CONNECT makes no express or implied warranties whatsoever regarding the service etc and shall not be liable to the subscriber and or any other person. subscriber hereby waives and agrees to continue waiving any/all claims actions for any loss, delays, costs, expenses, fees, judgments, damages, direct, incidental or consequential arising out of any mistake, omissions, interruptions, delays, errors, defects and/or other failures with respect to the services or billing arrangements. Further subscriber remains liable for his own acts of negligence or omissions.
- 2. CONNECT or any of its representatives, agents or authorized dealers shall not be held responsible or liable for loss of any subscriber agreement and or instruments of payment or any delay in receipt when sent by mail.
- 3. The subscriber hereby agrees to indemnify and hold harmless CONNECT and its officers from all suits, costs, damages or claims of any kind arising out of any act, omission or use of the service by the subscriber or any other person with or without consent including but not limited to claims for personal injury or wrongful death of subscriber or other users of the subscriber equipment or service provided by CONNECT or used in conjunction with such equipment or service provided by CONNECT and arising out of manufacture, purchase maintenance, installation, return or use of subscriber equipment or service arising by operation of law whether the claim is based in whole or in part on negligence or omission of CONNECT, its employees and/or agents.

4. The subscriber hereby agrees to indemnify and hold CONNECT harmless against any claim or libel, slander, infringement or violation of copyright from the use of services by the subscribers or by anyone else using the subscriber equipment.
5. CONNECT shall not be responsible for any civil or criminal liability incurred by the subscriber due to his misuse of the service provided by CONNECT that is any acts of commission or omission by the subscriber.

#### **SALE OR TRANSFER**

1. The CONNECT GDN shall be non-transferable. However, the subscriber may seek prior permission in writing from CONNECT for the intended transfer. In case of such permission is granted tile substituted buyer may be allocated a new telephone number at the sole discretion of CONNECT after all the requisite formalities have been completed. The primary subscriber shall be liable and shall fully discharge his dues till the date of such regularized transfer from CONNECT. The security received from the original subscriber will be adjusted, transferred or returned (after deductions if any) as the case may be. If CONNECT is required to refund or return the security deposit to the original subscriber the transferee in such an event would have to give fresh deposits to CONNECT as may be applicable or decided by CONNECT HARDWARE

#### **EQUIPMENT (WHERE APPLICABLE)**

1. All the hardware i.e. telephone equipment batteries and any other equipment/accessories, equipment provided (but not sold) by CONNECT shall always remain the exclusive property of CONNECT. The subscriber shall have the right to use such equipment only and shall return such equipment and accessories to CONNECT or its authorized representative on termination of this agreement by either party or in case of disconnection of the telephone.
2. CONNECT will test the equipment and the subscriber shall ensure its functionality. Thereafter CONNECT shall not be responsible for any fault, defect, which is not expressly covered by the manufacturer's warranty of the equipment. Any repair of the equipment for fault/ repair shall be charged from the subscriber as per CONNECT policy on the subject from time to time.

#### **AMENDING THE AGREEMENT**

1. CONNECT may amend any part of this agreement, at any time, by giving the subscriber prior written notice. subscriber's continued use of Service or payment of any bill after CONNECT has sent out such copy of the amendment will constitute the subscriber's consent. Regardless of anything in this Agreement CONNECTS rights and remedies, as well as those available at law obligation/provision, or any waiver by any party of any breach of any provision/obligation of this agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions or waiver of the provision itself or a waiver of any rights hereunder.

2. The obligations of the parties hereto remain suspended if and to the extent that both the parties are unable to carry out such obligations owing to force majeure or reasons beyond the control. In the event of such inability continuing for more than 6 months, the other party shall have the right to terminate this agreement without further obligation.
3. This represents the entire agreement between the subscriber and CONNECT and may be modified from time to time as provided herein.

#### **METERING**

The procedure and charges for metering of charges etc., transfer, closure, etc. shall be such as may be determined and varied from time to time by CONNECT in accordance with TRAI guidelines.

#### **INSTRUCTIONS**

1. Public Limited Cos. may enclose a certificate of incorporation along with any proof of identity (as listed in the front page) of the authorized officer of the company.
2. In the case of Govt. of India Undertakings, Govt. of India Offices/State Govt. Offices, the aforesaid requirements are dispensed with and self-certification on the letterhead will suffice along with the name and designation of the coordinating officer to be consulted in case of need.
3. In the case of foreign missions in India and other foreign agencies, the name and designation of the authorized officer along with the details of officials etc. for whom the telephone is intended.
4. In the case of outstation subscribers, details of local references are to be given.

#### **MISCELLANEOUS**

1. The statements or descriptions of, correlated to, the service are informational only, and are not made or given as warranty of any kind.
2. Notice will be considered effectively given when sent by Registered Mail/.UPC /courier addressed to the subscriber at his last known address, according to the CONNECT records, or by publishing such variation at CONNECTS principal place of business.
3. CONNECT may without notice assign or delegate all or part of its obligation, rights, and/or duties under this agreement to a Third Party Assignment releases CONNECT from all liabilities.
4. This agreement is personal to the subscriber and the benefits and liabilities thereof may not be assigned or subcontracted to anyone without the written consent of CONNECT.



5. This agreement binds the subscriber and wherever applicable his Heirs, executors, administrators, successors and permitted assigns, and similarly the term benefits CONNECT includes its successors and assigns.
6. If any part of this agreement is held invalid the remaining provisions will remain unaffected and enforceable, except to the extent CONNECT's rights or obligations under the agreement are materially impaired.
7. All counterparts, copies, facsimiles and reproductions of this Agreement in CONNECTS possession shall be considered the same as the original and shall be fully enforceable by CONNECT.
8. In case of joint subscriber, the liabilities under this agreement shall be joint and several.
9. Information provided overleaf shall be treated as part and parcel of this agreement.
10. The words 'He' or 'It' shall refer to he, she, it, etc. in singular or plural as the context may require.
11. CONNECT reserves the right to terminate this agreement without notice if any information provided by the subscriber is found to be incorrect or in case of misuse of service or equipment provided by CONNECT at any stage.
12. The headings are for convenience's sake only, and shall not affect the meaning of the provisions hereof.
13. CONNECT shall not be liable for any act of commission or omission of any Third Party Supplier, manufacturer including any leasing agency. The Company offer any services, privilege or benefits to the subscriber.
14. This agreement is applicable in conjunction with billing terms and conditions as decided upon by CONNECT and communicated to the subscribers along with the bills, from time to time.

**PROHIBITORY CLAUSES:**

1. The said Broadband Internet Service provided by CONNECT shall be used only by the subscriber or persons authorized by him for their own personal use and shall not be resold by the subscriber or persons authorized by him in any way whatsoever. The circuit will be extended on a point-to-point basis and no network will be connected. For any network connection, the required approval of CONNECT and any other service provider / agencies shall be taken in advance by the subscriber.
2. The subscriber shall not communicate, send, transmit, download or in any way deal with any objectionable or obscene or pornographic messages or obscene or pornographic messages or communications, which are inconsistent with the established laws or indulge in any of the offences, more specifically defined under the Information Technology Act, 2000 or any anti-national or blasphemous acts. Without prejudice to any action under

the law for the time being in force, violation or breach of any of these terms and conditions shall entitle CONNECT to discontinue the said services forthwith.

3. The subscriber is prohibited from misusing or copying the software supplied by CONNECT, or otherwise, being in breach of the protected rights of the company under the copyright Act, nor would the subscriber indulge in any direct or indirect acts of reverse engineering in this connection.
4. It would be the responsibility of the subscriber to ensure that the password, where provided, is kept confidential. CONNECT shall not be held liable nor responsible for the misuse of the subscriber's Broadband Internet Service under any circumstances including but not limited to misuse on account of access by third parties to such confidential password.
5. The subscriber hereby agrees that he/she will not use the Services for information, data or material that
  - (a) Infringes on the intellectual property rights of any third party or any rights of publicity or privacy
  - (b) Violates any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing, unfair competition, anti-discrimination or false advertising)
  - (c) is defamatory, libelous, unlawfully threatening, or unlawfully harassing;
  - (d) contains any virus or other programming routine intended to damage any system or data; or
  - (e) is provided in breach of any prior contractual commitment to any third party.
  - (f) infringes the copyrights, patents, TM's and IPR of any individual, firm or company and or any other entity either covered under the provisions of Indian Laws or laws applicable in any other country. The obligations under the copyright provisions herein shall remain in force and effect into perpetuity, and the subscriber agrees to be bound thereto during and after the term of the service agreement.

#### **DISCLAIMER**

1. Accordingly, CONNECT shall in no event be responsible to the subscriber or to any third party for such deficiency in data transmission or for any inconvenience, damage or loss that may be caused to anyone or of any kind arising there from the subscriber, though every effort is being made to provide highest quality of service.
2. The liability, if at all and if any, of CONNECT would be restricted to that of a service provider, and notwithstanding anything contained herein, in no case and eventuality would CONNECT be responsible for any responsibility on account of any of the content that may be communicated, disseminated,

- transmitted, downloaded, stored, either on a permanent or temporary basis or in any way dealt with by the subscriber using such services as provided by CONNECT.
3. The subscriber has fully read / has been explained in vernacular, verbatim the terms and conditions of this agreement and confirms that he has understood the contents thereof and has signed in token of his unconditional acceptance, with the understanding that this is a valid and binding document and can be enforced in accordance with the law.
  4. As per current statutory or regulatory provisions, the Internet must not be used for any of the following activities:
    - (a) Voice communication from anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in the National Numbering Plan is not permitted.
    - (b) Originating the voice communication service from a telephone in India is not permitted.
    - (c) Terminating the voice communication to telephone within India is not permitted.
    - (d) Establishing connection to any Public Switched Network in India and / or establishing gateway between Internet & PSTN/ISDN/PLMN in India is not permitted.
    - (e) Use of dial up lines with outward dialing facility from nodes is not permitted.
    - (f) Interconnectivity is not permitted between ISPs who are permitted to offer Internet Telephony Services and the ISP's who are not permitted to offer Internet Telephony Services.
    - (g) Individuals / Groups / Organizations are permitted to use as subscriber encryption up to 40 bit key length in the RS algorithms or its equivalent in other algorithms without having to obtain permission. However, if encryption equipments higher than this limit are to be deployed, individuals / groups / organizations shall do so with the permission of the Telecom Authority and deposit the decryption key, split into two parts, with the Telecom Authority.
  5. The subscriber shall ensure that objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, Intellectual property rights, and international & domestic cyber laws, in any form or inconsistent with the law of India, are not carried in his network by him or any other person using his network. The subscriber must take all necessary measures to prevent it. The use of the Internet for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable laws. The subscriber must ensure that the Internet provided by QTL is not used for such purposes by him or any other person using his network. The subscriber understands further that the

Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Subscribers access such materials at their own risk and consequences. QTL has no control over and accepts no responsibility whatsoever for such materials.

6. CONNECT is not responsible for actions taken by its subscribers or others as a result of its services.
7. CONNECT offers no warranty 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.
8. Under no circumstances shall CONNECT be liable for any direct, indirect, incidental, special, punitive or consequential damages that may result in any way from the subscriber's use of or inability to use the service or access the Internet or any part thereof, or subscriber's reliance on or use of information, service or merchandise provided on or through the service, or that may result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance thereof.
9. CONNECT is not responsible for any material any person (including household members of the subscriber) may receive or transmit via the internet, or for anything bought or sold via the Internet, or for any other result of action taken by anyone using its service.

**GENERAL:**

1. The data rates shown as downstream or upstream are applicable only to last mile. However, shall not be responsible for lesser download or upload data rates caused by the accessed website status or the international gateway or the media.
2. The subscriber is required to fully comply with the provisions of the Indian Telegraph Act 1885, Indian Telegraph Rules and the Information Technology Act 2000 made there under and any amendments or replacements made thereto from time to time.
3. CONNECT has signed / is required to sign reciprocal agreements with MTNL/BSNL and / or other telecom service providers according to which CONNECT would not provide new connection(s) to any person who is in arrears with any other service provider and whose line has been suspended by such other service provider. If such a person is already a subscriber of CONNECT. CONNECT upon request by such other service provider, would be required to terminate the provision of service/s to the such subscriber even though the such subscriber has been paying CONNECT charges regularly and has been otherwise in compliance with the provisions of these terms and conditions. CONNECT, however, will not be liable for any costs, damages or losses in case of termination / de-activation of service/s as aforesaid. No migration is allowed to the lower tariff plan till the expiry of the committed period, if any.

**PRIVACY AND CONFIDENTIALITY:**

Notwithstanding anything contained herein, CONNECT reserves the right to access information over the network established by the subscriber, if required in pursuance of the laws of the land, and as specifically provided for under the Information Technology Act, 2000.

**6 & 7. Quality of Service Parameters as prescribed by Regulator & Service Promised by provider****(i) QoS Parameters for Basic Telephone Service (Wireline)**

| Serial No. | QoS Parameter  | Service Promised   |
|------------|--|--|
| (i)        | Provision of Telephone   | All cases within seven days (subject to technical feasibility) |
| (ii)       | Fault Repair   | Within three days  |
| (iii)      | Shift of Telephone Connection  | Within three days  |
| (iv)       | Termination/ Closure of service  | Within seven days  |
| (v)        | Resolution of billing/ charging complaints                               | All billing complaints to be resolved within four weeks.       |
| (vi)       | Period of applying credit/waiver/adjustment                              | Within one week of resolution of complaint                     |
| (vii)      | Time taken for refund of deposits after closure                          | All cases of refund of deposits to be made within 45 days      |
| (vii)      | Accessibility to Call Center/ Customer Care                              | Greater than or equal to 95%                                   |
| (viii)     | Percentage of Calls answered by operators (Voice to Voice) within 90 Sec | Greater than or equal to 95%                                   |

**(ii) QoS Parameters for Broadband Service**

| Serial No. | QoS Parameter  | Service Promised  |
|------------|--|---|
| (i)        | Service Provisioning /Activation Time  | All cases within fifteen days (subject to technical feasibility)  |
| (ii)       | Fault Repair / Restoration Time  | Within three days   |
| (iii)      | Billing Performance<br>(a) Percentage of Billing Complaints resolved.<br>(b) Time taken for refund of deposits after closure | Within three days<br>(a) All billing complaints to be resolved within four weeks.<br>(b) All cases of refund of deposits to be made within 45 days after closure. |
| (iv)       | Percentage of Calls answered by  | Greater than or equal to 95%  |

|     |  |                              |
|-----|--|------------------------------|
|     | operators (Voice to Voice)<br>within 60 Secs                                       |                              |
| (v) | Percentage of Calls<br>answered by<br>operators (Voice to Voice)<br>within 90 Secs | Greater than or equal to 95% |

### 8. Detail about equipment's Offered

1. All the hardware i.e. telephone equipment batteries and any other equipment/accessories like Telephone set, Router, Splitter, Adapter etc. provided (but not sold) by CONNECT shall always remain the exclusive property of CONNECT. The subscriber shall have the right to use such equipment only and shall return such equipment and accessories to CONNECT or its authorized representative on termination of this agreement by either party or in case of disconnection of the telephone.
2. CONNECT will test the equipment and the subscriber shall ensure its functionality. Thereafter CONNECT shall not be responsible for any fault, defect, which is not expressly covered by the manufacturers warranty of the equipment. Any repair of the equipment for fault/ repair shall be charged from the subscriber as per CONNECT policy on the subject from time to time.

### 9. Right of Consumers

The subscriber falling with the definition of Consumer under section 2 (7) of the provisions of the Consumer Protection Act has also got the right to file a Consumer Compliant under the provisions of the Consumer Protection Act 2019 for the deficiency in the service provided by the Service Provider before the appropriate District Consumer Disputes Redressal Commission.

### 10. Duties & Obligations of Service Provider

1. We have a 2 stage complaint resolution management, i.e., Contact Center / Showrooms and Appellate Authority.
2. A unique docket number is allotted to every complaint made by the Customer.
3. Appellate authority will resolve the appeal within 39 days of receipt of the appeal
4. There will be no Migration fee for migrating to any tariff plan.
5. There will be no increase in any item of the tariff for six months from the date of enrolment under a tariff plan.
6. No charge will be levied for any service without the subscriber's consent.

7. Refund of the security deposit for providing telephone connection service will be made within sixty days of closure of the telephone connection. After sixty days interest @10% will be paid for the delayed period.
8. Model calculation of financial implication of tariff plans is available under the „Product & Services“ heading on the respective product website.

#### **11. General Information Number And Consumer Care Number**

Directory Assistance helpline Number:

From Connect Numbers Dial: 197

General Information Number:

From Connect Numbers Dial: 199 (Toll Free)

From Non Connect Numbers Dial: 172-5050505

For Internet/Technical Complaint Consumer Care Number:

From Connect Numbers Dial: 198 (Toll Free)

From Non Connect Numbers Dial: 172-5055355

From Non Connect Numbers Dial:

For Product & Scheme/Billing - 1725050505

For Internet/Technical Complaint - 1725055355

Fax No. : 172-5091920

Website: [www.connectbroadband.in](http://www.connectbroadband.in)

#### **12. Complaints Redressal Mechanism**

The company has set up a dedicated customer grievance redressal mechanism that may be accessed through multichannel helpline 199 for Product & Scheme/Billing, 198 toll free for Wireline/Internet Fault, & 155223 toll free for VAS Deactivation from connect phone and from Non-connect phones,

For Product Billing & Scheme 01725050505. For Wireline/Internet Fault 01725055355. You can also send e-mail at our customer care e-mail id [customercare@connectbroadband.in](mailto:customercare@connectbroadband.in)

It is our continuous Endeavour to resolve all complaints at the first level. However, If you are not satisfied with the resolution given by the call center or your complaint remains unaddressed even after the prescribed time frame given by the call center, you can make an appeal to our Appellate Authority from Monday to Friday between 09:30 AM to 06:00 PM through E-mail or Facsimile or Post/Courier or in person. The Appeal form is available at all our zonal offices, touch points and at our website [www.connectbroadband.in](http://www.connectbroadband.in)

### 13. Details Of Appellate Authority-

Appellate Authority in the Punjab Service Area is as detailed below:-

Name: Ms. Archana Sharma

Contact Number: 0172- 5013060

FAX: 0172- 5091920

**Address:**

Quadrant Televentures Ltd.

(Formerly known as HFCL Infotel Ltd.)

Plot no B-71, Phase-VII, Industrial Area,

Mohali-160055

Email : [appellate.authority@connectbroadband.in](mailto:appellate.authority@connectbroadband.in)

### 14. Procedure of Termination of services Offered

1. As per the terms and conditions as mentioned in the Subscriber Agreement Form (SAF) of the Company, either party shall have the right to terminate the Agreement with or without assigning any reason (whether with or without cause) by giving 7 days prior notice in writing. The subscriber should give the termination notice in writing and duly received by CONNECT. Unless due to some unforeseen/exceptional circumstances, the money deposited by the subscriber shall be refunded as per the TRAI guidelines. But this refund is subject to the terms of this agreement.
2. Notwithstanding anything contained herein above, CONNECT shall be entitled to immediately terminate this Agreement and the Services to be provided therein if
  - (a) The Government or the Authority suspends, terminates, nationalizes, or takes over the license or the Services temporarily or otherwise,
  - (b) At any time the subscriber fails to satisfy the requisite credit checks or provides fraudulent information to CONNECT pursuant to which Services have been provided.
  - (c) The subscriber fails to pay its subscription or the Charges due.
  - (d) If the subscriber is in breach of any of the terms of this Agreement and the subscriber does not remedy the breach within seven (7) days of the receipt of a written notice from CONNECT specifying the breach,
  - (e) CONNECT ceases to make the network available for any other reason.
3. The Agreement may also be terminated at the option of either party on the happening of the following events; (i) If either of the party is declared insolvent or bankrupt or is liquidated or is in the process of being liquidated or if being a firm is dissolved. (ii) If a trustee or a receiver is appointed to take over the assets of either party. (iii) If the Government or the Authority requires any provision of this Agreement to be revised in such a way as to



cause significant adverse consequences to any of the parties(iv) The conditions or consequences of Force Majeure continue for such length of time that further performance of the Agreement would be commercially frustrating.

4. Termination of this Agreement under the preceding provision shall be without prejudice to and in addition to any right or remedy available to the terminating party under the applicable law or statute.
5. If the subscriber cancels his service order after work has been started on the provision of the service, the subscriber shall reimburse CONNECT for the cost of such work. CONNECT may alternatively deduct these costs from any advance payment or deposit which the subscriber may have paid towards the provision of the service or from any other entitlement due to the subscriber from the company.
6. In the event of termination of the Agreement for any reason whatsoever, CONNECT shall be entitled to recover all outstanding charges and dues from the subscriber along with the CPE. 7. If the Agreement is terminated for reasons of wrong, incorrect or fraudulent information provided by the subscriber, CONNECT can all its discretion, terminate the Agreement and recover all dues without any liability on CONNECT. If the subscriber cancels his service order after work has been started on the provision of the service, the subscriber shall reimburse CONNECT for the cost of such work. CONNECT may alternatively deduct these costs from any advance payment or deposit which the subscriber may have paid towards the provision of the service or from any other entitlement due to the subscriber from the company.

**FORM FOR APPEAL TO APPELLATE AUTHORITY**

(See regulation 9 of the of Telecom Consumers Complaint Redressal Regulations, 2012)

Appeal under regulation 9 of the Telecom Consumers Complaint Redressal Regulations, 2012 to the appellate authority appointed by Quadrant Televentures Ltd

1. The Name, Address, Telephone Number, Facsimile number and the e-mail address of the Appellant.
2. Telephone Number or Cellular Mobile Telephone Number or Broadband Connection Identity, as the case may be, for which appeal is filed.
3. The name of the city /district of the origin of the complaint.
4. The name of the State or licensed service area, as the case may be, of the origin of the complaint.
5. Nature of the complaint (specify, whether complaint relates to Provisioning / Activation / Billing / Fault-Repair / Service disruption / disconnection of service / Value Added Service / Closure / Termination or specify if any other).
6. The docket number allotted by the Call Centre at the time of lodging the complaint under clause (a) of sub-regulation (1) of regulation 4 and the date of lodging the complaint with the Call Centre.
7. Statement of Facts relating to grievance or appeal: (attach separate sheet signed by Appellant if required).
8. Grounds of Appeal: A full description of the matter, which is the cause of the grievance, including copies of any relevant and supporting documents, if any, and the relief claimed in the Appeal (attach separate sheet signed by Appellant if required).
9. A statement to the effect that same subject matter or issue, for which an appeal has been filed under these regulations, is not covered in any proceedings before any court or tribunal or under the Consumer Protection Act,1986 (68 of 1986) or any other law for the time being in force.
10. Details of any other relevant material or document.
11. Whether the Appellant requests to grant him exemption from appearing in person and decide the appeal on the basis of information, document or record filed by him.

**Form for verification**

I, \_\_\_\_\_ (name in full and in block letters), the appellant, son/daughter of \_\_\_\_\_ do hereby declare that to the best of my knowledge and belief, the information given in this appeal and the annexure and statements accompanying the appeal are correct, complete and truly stated.

..... Signature of appellant

..... Name of the appellant (Specify the status of the appellant, whether a company / firm / society / individual / others.....)

Note: 1. The Form of appeal, grounds of appeal, and the Form of verification appended shall be signed by the appellant. 2. The appellant shall submit in duplicate the appeal in this Form.