

*Telecom Consumers Charter*



**YOU Broadband India Limited**

**ADRESSES FOR ALL CIRCLES**

[http://www.youbroadband.in/contactus/help\\_office.php](http://www.youbroadband.in/contactus/help_office.php)

**Product and Service Provided: -**

**Broadbandplans**

<https://www.youbroadband.in/broadbandplans/>

**VOIP:-** <http://voip.youbroadband.in>

**Service Coverage: -** <https://www.youbroadband.in/forms/apply-for-new-connection.php>

**Contact Points for Broadband Customers: -**

[http://www.youbroadband.in/contactus/help\\_office.php](http://www.youbroadband.in/contactus/help_office.php)

**Circle Email Call Centre Fax Nos No.**

<p><b>Ahmedabad</b>  YOU Broadband India Limited.  A Block, Vodafone House, Corporate Road,  Prahladnagar, Off S.G. Highway,  Ahmedabad 380015  Help Line - 91212 91212  Email: <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Bangalore</b>  YOU Broadband India Limited.  "WeWork Hebbal",10th Floor, RMZ Latitude  Commercial, Bellary Road, Hebbal Bangalore -  560024  Help Line - 91212 91212  Email: <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Chennai</b>  YOU Broadband India Limited.  No 51/117, Nelson Towers 4th Wing,  Ground Floor, Nelson Manickam Road,  Aminjikarai, Chennai-600094  Help Line - 91212 91212  Email: <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Gurgaon</b>  YOU Broadband India Limited.  FF001, MGF Mega city Mall, MG ROAD  Gurgaon - 122002 , Help Line - 91212 91212  Email: <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Hyderabad</b>  YOU Broadband India Limited.  H. No. 15-29-1000/HIG/199/1, 1st Floor,  KPHB Colony, Phase- I-III, Road No 5,  Hyderabad - 500072, Telangana  Help Line - 91212 91212  Email: <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Jaipur</b>  Help Line – 91212 91212  Email: <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Kakinada</b>  YOU Broadband India Limited.  D No. 12-2-28, Dantuvuri Street,  Suryarao Peta, Kakinada - 533001  Help Line - 91212 91212  Email: <a href="mailto:sai.gatttem@emp.youbroadband.co.in">sai.gatttem@emp.youbroadband.co.in</a></p>	<p><b>Mumbai ( Registered Office )</b>  YOU Broadband India Limited.  Plot No. 54, Marol Co-op Industrial Area, Makwana, Off Andheri  Kurla Road, In the lane of Shemaroo, Mumbai - 400059,  Maharashtra.  Board Line - 022-71134100  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Nashik</b>  YOU Broadband India Limited.  F.No. 1, First Floor, Satyam Leela Tower, Patil  Lane No.04, Behind Archie’s Gallery, College  Road, Nashik - 422005, Maharashtra  Board Line - 022-71134100  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Navi Mumbai</b>  YOU Broadband India Limited.  Bhanti Solitaire, Triggerxchange, 1st Floor. Plot  No.29, Sector-19D, Vashi, Navi Mumbai - 400705,  Maharashtra.  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Navsari</b>  YOU Broadband India Limited.  Shop 1, Chanakya Apt., Opp. Old Court, Junathana,  Navsari - 396445, Gujarat  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Pune</b>  YOU Broadband India Limited.  55/2 Worklab 3rd Floor, C/O Pichhola Hotel, Ganesh  Khind Road near Bremen Chowk, Aundh, Pune,  Maharashtra-411007  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>

<p><b>Rajkot</b>  YOU Broadband India Limited.  3rd Floor Shivalik-5 (A), Makkam Chowk,  Gondal Road, Rajkot -360002, Gujarat  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Surat</b>  YOU Broadband India Limited.  2nd &amp; 3rd Floor,  Iqara Centre,Adajan - Hazira Road, Surat -  395009. Gujarat,  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Thane</b>  YOU Broadband India Limited.  Mangolia CHS Ltd, 1st Floor Edenwoods, Pawar Nagar, Phase  No. 2, SMT, Gladly Alwaris Road, Off Pokhran Road - 2, Thane  (West).  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Vadodara</b>  YOU Broadband India Limited.  401 - Pancham high street, Opp. Surya Kiran building,  Old padra road, Nr. manisha chowkdi,Vadodara -  390015, Gujarat.  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Valsad</b>  YOU Broadband India Limited.  405-406, K. B. Shopping Mall, Halar Road, Opp. Shroff Building,  Nr. Tower, Valsad - 396001.  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Vapi</b>  YOU Broadband India Limited.  3rd Floor, Hani's Landmark, Near HDFC Bank,  Chala, Vapi - 396195  Help Line - 95120 12000  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>
<p><b>Vijayawada</b>  YOU Broadband India Limited.  D no: 23-9-14, Library Street, Opp. A.K.T.P.H School,  Satyanarayana Puram, Vijayawada - 520011  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>	<p><b>Vishakapatnam</b>  YOU Broadband India Limited.  My First Office, Flat 3B, 2nd Floor, Above Heritage  Tycoon Restaurant, VIP Road, Visakhapatnam,  Andhra Pradesh - 530003  Help Line - 91212 91212  Email : <a href="mailto:customercare@youbroadband.co.in">customercare@youbroadband.co.in</a></p>

## Terms and Conditions: -

### 1.

#### Definitions

(a)

**"Appellate Authority"** means one or more persons appointed as appellate authority under Telecom Consumer Protection and Redressal of Grievances Regulations, 2007(3 of 2007).

(b)

**"Charges" or "Tariff "** shall include all fees, charges/tariffs, deposits, rentals and interconnection costs and includes any other incidental charges relating thereto chargeable by YOU Broadband from time to time for providing the customer with the Service/s and shall include all Government levies (present and future).

(c)

**"Customer"** shall mean the individual or entity or person who or which has applied for provision of the Service/s vide the accompanying CAF.

(d)

**"Designated Service Provider"** shall mean any individual or legal entity designated by YOU Broadband to provide the Service/s (or any of them) or to discharge obligations hereunder or to exercise YOU Broadband's rights hereunder and shall include the successor/s and permitted assign/s of such individual or legal entity to the extent permitted under License.

(e)

**"DoT"** means Department of Telecommunications, Ministry of Communications, and Government of India and includes its successors-in-interest.

(f)

**"Equipment"** shall include any instrument, subscriber terminal, network interface unit (NIU) and any attachments/accessories thereto (or any of them), necessary for connecting to the Network in order to avail of the Service/s.

(g)

**"Government"** shall mean Government of India and/or a State Government, any Local Authority, Cantonment Board, Telecom Regulatory Authority of India, Courts of law or other judicial/quasi-judicial forums, as the case maybe, and shall include their successors-in-interest.

(h)

**"License"** shall mean the license granted by DoT to install and operate the Service/s (or any of them).

(i)

**"Network"** shall mean the broadband network and other equipment/software used by YOU Broadband to provide the Service/s and shall include telephone exchanges, base stations, microwave and land-line links.

(j)

**"Other Service/s"** means any service/s that is additional to the Service/s including but not limited to content and data service/s, billing and collection.

(k)

**"Service/s"** shall mean all the broadband service/s and other value added service/s made available by YOU Broadband through its Network, including voice communication service/s, and any Other Service/s.

(l)

**"Service Area"** shall mean the geographical area within which YOU Broadband is licensed to offer the Service/s under License.

(m)

**TRAI** means "Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997.

(n)

**"TTO"** means Telecommunication Tariff Order, 1999 as amended from time to time notified & published in Official Gazette of India by TRAI.

(o)

**"Working Hours"** are defined as 9:30 – 6:30 excluding Saturday, Sunday and Public holidays.

(p)

**"YOU Broadband"** shall mean YOU Broadband India Limited and Designated Service Providers jointly and severally (depending upon the context in which it is used) and shall be deemed to include successors-in-interest and assigns of YOU Broadband and/or Designated Service Providers.

## 2.

### **Provision of Service/s**

YOU Broadband will make best efforts to provide to the Customer the Service/s within the Service Area subject to:

- These Terms and Conditions,
- Provisions of the License,
- Any directions or orders or regulations issued by DoT, TRAI, Government, courts, judicial forums and other statutory authorities from time to time, and
- Any policies and/or rules/regulations adopted by YOU Broadband from time to time with regard to operation and maintenance of the Network and provision of the Service/s. You reserves the right to accept or reject, at its discretion, the Customer's application for provision of Service/s made vide the accompanying CAF. YOU Broadband shall orally communicate to the customer, acceptance of the said application.

### 3. ServiceConditions

- a) The availability, accuracy and quality of the Service/s may be affected by factors outside YOU Broadband control including but not limited to physical obstructions, availability or performance of network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in other broadband networks to which the network is connected, non-receptor delay in receipt of suitable right of way and damage or modifications to equipment.
- b) The Service/s may be suspended in whole or in part at any time, without notice, if the Network fails or requires modification or maintenance. YOU Broadband will make all reasonable efforts to minimize the frequency and duration of such events.
- c) The allotment of the Customer ID will be made, and can be changed from time to time, by YOU Broadband at its sole discretion. Customer shall have no proprietary right or other interest in the ID allotted to the Customer.
- d) YOU Broadband will not be liable to provide the same ID in case of loss of the Equipment/hardware.
- e) YOU Broadband has the sole right and discretion to revise the Charges at any time on reasonable notice to the Customer/delivered in such manner as YOU Broadband deems fit.
- f) YOU Broadband reserves the right to apply a credit limit and specify other conditions for Charges incurred by the Customer and to demand interim or advance payment or deposits/additional deposits, and to suspend or disconnect access to the Service/s if such limits are exceeded or such conditions are violated.
- g) YOU Broadband reserves the right to vary the bill cycle for the Charges from time to time.
- h) YOU Broadband has the right to check the credentials of the Customer including the Customer's financial standing and to avail the services of any person or agency for such purposes. Obligation of YOU Broadband to provide the Service/s (or any of them) shall always be subject to verification of the Customer's credentials and documents and if at any time, any information and/or documents furnished by the Customer is/are found incorrect or incomplete or suspicious, YOU Broadband shall be entitled to suspend/terminate the Service/s forthwith without any notice.
- i) YOU Broadband reserves the right to initiate appropriate legal proceedings in case of breach of any of these Terms and Conditions by the Customer (including non-payment of Charges and dishonor of payment instruments furnished by the Customer against his dues).
- j) Any waiver, concession or extra time period allowed or granted by YOU Broadband to the customer is limited to the specific circumstance in which it was given and the same shall not affect YOU Broadband's under these Terms and Conditions.
- k) YOU Broadband may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Service/s in whole or in part at any time if so directed by any statutory authority or judicial forum or without assigning any reason whatsoever.
- l) To the extent permitted under License, YOU Broadband shall be entitled to designate a third party for discharging

YOU Broadband's obligations (or any of them) and/or for exercising YOU Broadband's rights (or any of them) arising pursuant to these Terms and Conditions. YOU Broadband shall also be entitled to assign its rights and/or obligations hereunder (or any of them) to a third party at any time without being liable to obtain any consent from or to give any notice to the Customer.

m) YOU Broadband reserves the right to amend these Terms and Conditions (or any of them) and/or to separately specify additional conditions from time to time at its sole discretion without providing any notice to the Customer.

n) Any and all information (including that pertaining to the Customer or his business) provided by the Customer to YOU Broadband or gathered by YOU Broadband India Limited, independently of the Customer may be disclosed by YOU Broadband India Limited, to any statutory authority or any other entity/individual whether or not YOU Broadband India Limited, provides the Service/s to the Customer.

o) YOU Broadband India Limited, shall be entitled to adjust/set-off deposits/payments made by the Customer against any Charges outstanding towards YOU Broadband India Limited. Similarly, YOU Broadband India Limited, shall be entitled to adjust/set-off any amounts payable/ refundable by YOU Broadband India Limited to the Customer against any amounts which, in the opinion of YOU Broadband India Limited, are payable by the Customer to YOU Broadband India Limited. Services or on any other account whatsoever. Such adjustments/set-offs may be made by way of deductions and/or forfeiture of any deposits/additional deposits/advances and/or any other manner as YOU Broadband India Limited may, at its sole and absolute discretion, deem fit.

p) YOU Broadband India Limited has signed/is required to sign reciprocal agreements with other telecom service providers according to which YOU Broadband India Limited, would not provide new connection 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 person is already a Customer of YOU Broadband India Limited, YOU Broadband India Limited upon request by such other service provider, would be required to terminate provision of Service/s to such Customer even though such Customer has been paying YOU Broadband India Limited's Charges regularly and has been otherwise in compliance with the provisions of these Terms and Conditions. YOU Broadband India Limited however, will not be liable for any costs, damages or losses in case of termination/deactivation of Service/s as aforesaid.

q) The Customer is granted a personal non-transferable license to use the software loaded on the Equipment used/to be used for availing the Service/s. The license shall be royalty free unless otherwise specified by YOU Broadband India Limited and shall be revocable at YOU Broadband India Limited's sole discretion in case, in the judgment or opinion of YOU Broadband India Limited, the Customer attempts to or actually does modify, recompile, disassemble, reverse engineer, erase, decode, temper or otherwise alter the software or in case the Customer commits a breach of any of these Terms and Conditions.

r) The Customer shall be entitled to use the software loaded on the Equipment only for the purpose of accessing broadband services provided by YOU Broadband India Limited and shall not be entitled to use it for any other purpose (including accessing telecommunication services provided by third parties except as permitted by YOU Broadband India Limited).



s) YOU Broadband India Limited reserves the right to replacement based on internal customer segmentation norms, which would be defined and described to the customer on a case-to-case basis.

t)

**Contention ratio being maintained for the Current Quarter (Ocr 17 - Dec 17)**

Sr	Services	BW Plans	Max contention ratio for home user	TRAI Bench Mark for home user	Max contention ratio for business user	TRAI Bench Mark for business user
1	Dial up	Not offered				
2	Broadband	Usage Based	1:40	1:50	1:25	1:30
		Unlimited	1:30	1:50	1:20	1:30
3	High BW services	As per the order and SLA				
4	Leased Lines					

**4. Obligations of the Customer**

a) The Customer shall be liable to make payments for the Service/s on the following basis:

i. That payment will be liable to be made on or before the due date mentioned in the bill failing which interest up to 18% per annum and/or late fees shall become chargeable on all outstanding charges for the period from the due date till the date of payment. Further the Service/s (or any of them) shall be liable to be suspended/discontinued/terminated at YOU Broadband India Private Limited sole discretion in such an event;

ii. Payments of charges may be made by cash, credit card, crossed cheque, crossed demand draft, or any other mode specified by YOU Broadband India Private Limited from time to time. Payments made by cheque are valid subject to realization. YOU Broadband India Private Limited shall not be liable for loss of cash or payment instrument unless YOU Broadband India Private Limited has issued a receipt for the same to the Customer;

iii. The Customer shall be liable to pay penal charges/fees as may be specified by YOU Broadband India Limited Limited in case of dishonor of any payment instrument furnished by the Customer besides legal action;

iv. The Customer shall be liable to pay all charges for the Service/s provided to the Customer, the charges as billed or specified by YOU Broadband India Limited whether the Service/s have been used by the Customer or by anyone else from the Customer's instrument, with or without the knowledge of the Customer, he is liable to pay all charges;

v. In the event of any dispute regarding the charges, the Customer shall be liable to pay charges as billed by YOU Broadband India Limited pending resolution of such dispute;

vi. The Customer shall be liable to pay for the Service/s provided even if the Customer does not receive the bill/s. YOU Broadband India Limited shall send the bill/s to the billing address as per YOU Broadband India Limited's records. It will be the Post-paid Customer's responsibility to make enquiries before the due date for payments in case of non-receipt of bill/s;

vii. The Customer shall be liable to pay and/or bear all the costs for collection of dues, legal expenses, etc. with interest, in case of non-payment of dues or other violation/s of these Terms and Conditions by the Customer, should it be necessary to refer the matter to a collection agency/legal advisor/representative of YOU Broadband India Limited.

viii. The Customer shall be liable to bear all taxes, duties or levies payable in addition to the charges, including those levied/leviable on this CAF/Terms and Conditions.

ix. The Customer shall not use or cause or allow others to use the service/s for any improper, immoral or unlawful purpose including in any manner, which may jeopardize, affect or impair the operation of the Network and/or provision of the Service/s to the Customer or other Customers of YOU Broadband India Limited or cause public or private nuisance.

x. The Customer shall use only the Equipment approved for use with the Network by DoT, Government and/or YOU Broadband India Limited. The Customer shall not without the prior written consent of YOU Broadband India Limited, install or attach any attachments to the Equipment used/to be used for availing the service/s. The Customer shall not use the Equipment belonging to YOU Broadband India Limited except for the purposes of availing the Service/s.

xi. The Customer shall comply with all applicable laws, rules and regulations, any instructions issued by the Government, DoT or YOU Broadband India Limited concerning the Customer's use of the Service/s and procurement of the Equipment including but not limited to relevant tax laws and import control regulations.

xii. The Customer shall not open; repair, replace parts of or otherwise tamper with the Equipment except as maybe specifically permitted in writing by YOU Broadband India Limited. The safety of the Equipment shall be the responsibility of the Customer. The Customer shall inform YOU Broadband India Limited immediately and confirm the same in writing if the Equipment is lost, stolen or damaged. Notwithstanding the preceding

Clauses, the Customer shall remain liable for all charges incurred until the Service/s provided via the Equipment are de-activated. In such an event, the Customer shall also be liable

to make good the loss suffered by YOU Broadband India Limited as a result of loss, theft or damage to the Equipment.

#### **5. Validity:**

These Terms and Conditions shall be subject to the provisions of Indian Telegraph Act of 1885, Telecom Regulatory Authority of India Act 1997, the rules and regulations framed hereunder and other statutes, regulations and rules as prevailing and applicable from time to time besides any other directions/orders from any courts, tribunals, statutory authorities.

#### **6. Limitation of liability:**

a) YOU Broadband India Limited does not guarantee uninterrupted or fault-free working of the Network or the Service/s or Equipment or Software and shall not be liable to

the Customer or to any user or other person for injuries or damages or death resulting from operation of the network/Service/s/Equipment/Software arising due to any events (including but not limited to fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of government authorities, Act of God and causes originating in the facilities or operations of other telecom or allied service providers).

b) YOU Broadband India Limited specifically set forth in these Terms and Conditions. YOU Broadband India Limited expressly disclaims all warranties, express or implied, including but not limited to any implied warranty as to merchantability or fitness for a particular purpose.

c) YOU Broadband India Limited shall not be liable to the Customer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the Equipment or Service/s.

d) Notwithstanding the generality of (b) above, YOU Broadband India Limited expressly excludes liability for itself and for its Directors and its employees for direct or indirect consequential loss, damage, economic or otherwise, including loss of profits and loss of reputation even if advised of the possibility thereof. YOU Broadband India Limited expressly excludes liability for libel and/or slander arising out of a message or content received or sent by the Customer via the Network.

e) YOU Broadband India Limited may at its discretion, send to the Customer through the customer's equipment various information for the Customer using electronic media or otherwise.

f) In the event that any exclusion contained in these Terms and Conditions shall be held to be invalid for any reason, and YOU Broadband India Limited becomes liable for loss or damage that it may otherwise not have been liable for, such liability shall be limited to refund of any deposits furnished by the Customer after adjusting the Charges due by the Customer.

## **7. Limitations and Liabilities of customers**

a. The Customer shall furnish correct and complete information and documents as required by YOU Broadband India Limited from time to time.

b. The Customer shall remain liable for the Charges pertaining to the period of provision and suspension of Service/s and thereafter until payment in full is made.

c. The Customer shall inform YOU Broadband India Limited, in writing, of any changes in the billing address. Any written communication, bill, billing statement or notice issued by or behalf of YOU Broadband India Limited to the Customer will be deemed as served within 48 hours of posting by ordinary mail.

d. The Customer shall not assign any right or interest in the Service/s provided under these Terms and Conditions without YOU Broadband India Limited's prior written consent.

e. The Customer shall not transfer or dispose off or create any lien or encumbrance in respect of Equipment belonging to YOU Broadband India Limited.

f. The Customer shall follow the processes specified by YOU Broadband India Limited from time to time with regard to the Service/s.

g. The Customer shall inform YOU Broadband India Limited in writing about any deficiency in Service/s within 7 days of occurrence of such deficiency. YOU Broadband India Limited shall, upon receipt of complete information about such deficiency, endeavor to get the deficiency rectified.

h. The Customer shall permit YOU Broadband India Limited and/or its authorized representatives to enter into and remain upon Customer's premises to install, activate, repair, de-install and recover the Equipment used to be used or availing the Service/s and the Customer shall at no cost to YOU Broadband India Limited, appropriate approvals and consents from third parties wherever necessary for the foregoing purposes.

i. The Customer shall hand over to YOU Broadband India Limited, possession of Equipment belonging to YOU Broadband India Limited, which is/was delivered to the Customer or at the Customer's premises at any point of time, consequent to termination/ disconnection of Service/s.

j. The Customer shall ensure that the Equipment used for availing the Service/s is not moved or shifted from the premises of installation except with the prior written consent of and after complying with the conditions specified by YOU Broadband India Limited.

k. The Customer should, if necessary, provide power supply for the functioning of the Equipment. The safekeeping and protection of Equipment shall be the Customer's responsibility.

**8. Shifting of premises:** Where customer wants to shift in the same premise.

Charges Payable and documents required to be submitted by such customers are hereunder:-

In respect to the same, Subscribers can call the Customer Care Call Center and register their request for relocation

of connection. Our Field Staff shall get in touch with the Subscriber to collect the written request, relocation charges of Rs 500 and valid address proof for the new location.

The relocation will be done subjected to feasibility and the changed address shall reflect from the next bill.

**9. Suspension/Disconnection/Termination:**

a) Notwithstanding anything contained herein, YOU Broadband India Limited shall be entitled to suspend/disconnect/terminate the Service/s (whether fully or partially and whether temporarily or permanently) if:

i. The Government or the Authority either suspends, terminates or takes over the License or the Service/s temporarily or otherwise;

ii. At any time the Customer fails to satisfy the requisite credit checks or provides incorrect or misleading information (whether or not with a fraudulent intent);

iii. The Customer fails to pay Charges due;

iv. The Customer is in breach of any other provision of these Terms and Conditions.

v. The provision of Service/s (or any of them) to the customer adversely affects the Network or Equipment of YouTelecom or the provision of Service/s to other customers or if any approvals/consents/permits which are necessary for facilitating provision of the Service/s to the Customer are revoked, discontinued or suspended;

vi. If the Customer is declared insolvent, bankrupt or is liquidated or dissolved;

vii. If a Trustee or receiver is appointed to take over the assets of the Customer;

viii. If the Government or Authority requires any of these Terms and Conditions to be revised in such a way as to cause significant adverse consequences to YOU Broadband India Limited.

b) Termination/Disconnection/Suspension of the Service/s pursuant to any provisions set forth herein shall be without prejudice to, and in addition to any right or remedy available to YOU Broadband India Limited under any applicable law or statute.

c) In the event of the termination/disconnection/suspension of the Service/s for any reason whatsoever, YOU Broadband India Limited shall be entitled to recover all outstanding Charges.

d) Any reconnection of Service/s shall be done at the sole discretion of YOU Broadband India Limited and upon payment of charges and fulfillment of other conditions as specified by YOU Broadband India Limited.

e) Customer shall remain liable for the Charges during the period of suspension of Services.

**10. "Severability & Jurisdiction"** in the event of any provision/s of these terms and conditions being held to be invalid, illegal or unenforceable by any court or other forum / statutory authority, such provision shall stand severed from the other provisions of these Terms and Conditions and shall be deemed to be expunged. The invalidity, illegality or enforceability of such provision shall not in any manner affect or impair any other provisions

of these Terms and Conditions and these Terms and conditions shall be henceforth construed as if such invalid, illegal or unenforceable provisions were never contained herein. Any disputes, differences and legal proceedings arising or initiated in connection with these Terms and Conditions or with the provision of Service/s shall be subject

to the exclusive jurisdiction of the court/s situated in the city/town in which the main Circle Office of YOU Broadband India Limited administering the Customer's connection/s provided pursuant to the accompanying CAF, is situated.

## **11. Modes through which a customer can communicate his/her complaints**

~ **Call centre**— A number where a customer can call any time of the day. The customer will register the complaint and Customer Care will provide Customer with a unique complaint identification number called docket number, date and time of registration of complaint and also feedback, on the time within which complaint would be resolved, will be provided to the customer. Where the complaint relates to the disruption of services and/or disconnection of services, it shall be redressed within 3 (three) days from the date of registration of complaint.

Where the complaints relates to any other grievance other than the type of complaint mentioned herein above, all such complaint shall be redressed within 7(Seven) days from the date of registration of complaint.

~ **Emails** – Customers can also e-mail their complaint. On the receipt of such complaint through e-mail, complainant will be intimated its unique complaint number (docket number), which will be communicated within 4(Four) hours of receiving the complaint and, will also feedback, on the time within which complaint would be resolved be provided to the customer.

~ **Faxes**: - Customers can also fax their complaint. On the receipt of such complaint through Fax, complainant will be intimated its unique complaint number (docket number), which will be communicated within 4 hours of receiving the complaint and, will also feedback, on the time within which complaint would be resolved be provided to the customer.

~ **Walk-in outlets**: -All complaints will be resolved within 3(Three) days of receipt. Billing complaints may take maximum take up to 4 weeks to be resolved.

In case the problem is not resolved within the stipulated time or the customer is not satisfied with the resolution provided he/she may escalate the complaint to the **Nodal officer** via. Email, Facsimile, phone call or web based online filing of complaint or through short message service or through other electronic means. Customer will get a revert regarding the complaint number within 3 days and the resolution within 10 (ten) days from the date the complaint was registered with the Nodal officer. However in case of complaints related to fault or disruption of service or disconnection of service shall be redressed within 3 (three days) from the date of registration of complaint.

The Nodal officer shall after taking the remedial measure for redressal of the grievance or decision thereon, intimate within the time limit specified above, the remedial measure or decision taken, to the customer. In case the customer is not satisfied with the redressal of his grievance by the nodal officer or his complaint remains to be redressed or no reply is received within the abovementioned specified period, such consumer may, in writing, make an appeal to the **Appellate Authority** (to be appointed by YOU Broadband India Limited) for redressal of his grievance. Every appeal to the Appellate Authority shall be made in duplicate, in the form attached hereto. Every such appeal shall be filed within 3 months after the expiry of the time limit of 10 days.

Provided that the Appellate Authority may entertain any appeal after the expiry of the three months but before 1 year from the time limit specified if it is satisfied that there was sufficient cause for not filing it within that period.

The Appellate Authority shall decide every appeal within 3(Three) months from the date of filing the appeal pass an order for disposal of the appeal. YOU Broadband India Limited shall, within 15(Fifteen days) from the date of the receipt of the order, comply with the order of Appellate Authority and report immediately compliance thereof to the Appellate Authority.

**Note:** An attachment (relating to Broadband services) to the Manual containing text of Quality of Services.

For details on TRAI Regulation on Consumer Protection you may visit TRAI website at:

[www.trai.gov.in](http://www.trai.gov.in)

or

<http://www.trai.gov.in/trai/upload/Regulations/67/regulation15jun07.pdf> For knowing further details on CustomerCare, Nodal Officers, Appellate Authority and most competitive tariff plans you may visit our website at <http://www.youbroadband.in>

### **Terms and Conditions Use of services of you broadband**

1. The Company (YOU Broadband India Limited) is a Category—"A" licensed Internet and Internet telephony service provider.
2. The Company hereby agrees to supply broadband/high speed Internet access and services ("the Services") to the Customer on the terms & conditions mentioned herein.
3. In case a customer avails of any Services online, the terms & conditions mentioned there-in in addition to the following will apply.
4. The commissioning of services is subject to technical feasibility of the connection and realization of payment. The Company shall not be responsible for any direct, consequential or other loss incurred or suffered by the subscriber due to delay in installation or commissioning of service. The company will refund payments received in the event of non-feasibility.
5. Service Plans available to the customer are more fully detailed in the Price list which has been made available to the Customer by the Company. This is fully detailed on our website, [www.youbroadband.in](http://www.youbroadband.in) & is updated regularly with the current plan list & details. The Company reserves the right to withdraw any Service Plan, or amend the price of or entitlements under any Service Plan without notice.
6. Service entitlements of the Customer under the chosen service Plan will be as applicable under the said Service Plan on the date of this agreement. The company however at its sole discretion shall be entitled to amend or modify the service.
7. The connection should be used for the purpose of subscription and the Customer cannot use the services for any other purposes.
8. At the discretion of the Company, the Customer may be permitted to change the Plan under which he/she/they have obtained the Service at such additional cost which company may decide; subject however that such change may not be made in middle of a billing cycle.
9. The Company shall allot usernames/email ids on a first come first services basis. E-mail service provided by the Company is free and on best effort basis. Company reserves the right to make it chargeable in future. Also company is not making any commitment regarding quality of email services.
10. All the terminal apparatus, including but not limited to cable modem, drop cable, Ethernet card, if any, and any accessories ("Equipment") installed within or appurtenant to the premises of the Customer in relation to the Services shall remain the property of the Company unless expressly transferred to the Customer in writing through a separate Bill of Sale of Transfer. However, the Customer shall be responsible for the safety and care of the said Equipment and shall not damage, alter or remove the same without the written consent of the Company. The Customer shall make good on demand any damage which may be caused to the Company by breach thereof and for this purpose can deduct the amounts from the security deposit, without prejudice to any other remedies that company may have. In case of modem/device or any other hardware has been sold to customer, it will not be returnable on becoming non-functional or any other ground. The Company carries no guarantees/warranties for supply of such hardware. In case customer decides to get hardware repaired through Company, the cost of repair would be borne by customer at actuals.
11. The Customer undertakes that the Equipments shall at all times remain in the custody of the Customer at the premises at which the connection has been given by the Company, and shall be used only to receive the Service and for the manner authorized under this Agreement and no other purpose.
12. The Customer will be fully responsible for the proper upkeep, usage and safety of all the above-mentioned terminal apparatus during the period of this agreement, i.e. from the date, which this Agreement comes into effect. As such the Customer would be fully liable to pay the company repair or maintenance charges for the above mentioned terminal apparatus if the said terminal apparatus is lost or damaged due to improper usage or tampering during the period of this Agreement.

13. The Company is merely the supplier of the Equipment and not the manufacturer, the Company makes no warranties of any kind, express or implied, in respect to the same and also disclaims any warranty or merchantability and/or fitness for a particular purpose, warranties in relation to the Equipment will be made by the respective manufacturers of the Equipment.
14. In the event of termination of Service for any reason whatsoever, the Company retains the right to recover any and all Equipment belonging to the Company; and Customer shall permit authorized personnel of the Company or its contractors to effect such removal without let or hindrance, and without prejudice to any amounts due from the Customer to the Company.
15. No action, documentation, contracts or other material prepared by the Customer or utilized by the Customer for contracting with any other parties shall alienate, or seek to alienate, the Company's rights to recover the Equipment in the event of termination or non-renewal of the agreement.
16. Payment can be made by way of A/c Payee cheque/Online/DD or Pay Order drawn on any local bank in favour of "**YOU Broadband India Limited**". Payment must be made on or before the due date failing which the Company shall be entitled to charge interest at the rate 18% per annum or prevailing market rate of interest, if higher, on all the outstanding charges from the due date and in addition shall be entitled to discontinue/suspend the Services, without notice, at its sole discretion, The Company shall have the right to adjust any security deposit paid by the Customer against such outstanding amounts, in the event of such adjustment the Customer shall restore the security deposit to the specified amount within 3 days, such that the security deposit at all times is maintained.
17. Upon reaching of the expiry conditions, services shall be suspended. However, the customer can get the services reactivated, by subscribing to any applicable Renewal Pack.
18. In case customer opts for termination of services, s/he has to submit a formal written termination request to YOU Broadband India Limited. Modem Deposit, if any, would be refunded after adjusting outstanding, if any, from the customer, after modem is returned. Refund will be made only by cheque/NEFT, irrespective of mode of collection, in favour of the subscriber's name as per the Company's records. Subscription fee & one-time payments, including installation charges and Modem Rental if any, will not be refunded in any case. No interest will be payable by company on any amount of refund.
19. The Company shall have the right to set off any and all amounts paid by the Customer against any outstanding dues from the Customer to Company.
20. The customer shall be liable to pay charges for any excess usage beyond the subscribed pack.
21. The Company shall levy taxes on the prices payable by the Customer as specified by the prevailing tax norms of the Government.
22. The Company takes no responsibility whatsoever for the content on the Worldwide Web, or access of any content whatsoever by the Customer or any other person using the Service.
23. The company is not responsible for any commitment, representation or offering by the distributors or channel partners or dealers and the customer are advised to check back with the company in case of any doubt or any commitment etc received from anyone with regard to services of company.
24. The Company will endeavour at all times to maintain an adequate and reasonable quality of the Service. However the availability and quality of service may be affected by factors outside the Company's control such as physical obstructions, geographic weather conditions and other causes of electronic/electrical interference or faults in other telecommunication networks or availability of poles to which the Network is connected or on which network is built-up and shall not be liable for any consequences arising thereof including but not limited to damage to customer's PC or any other input or output devices of any types of kind connected to it or any other property. Also, the Company makes no representation or warranties as to the continuity or availability or quality of the Services. The company shall not be obliged to grant any service credit for disruption of services due to any reason outside its control.
25. The Company makes no warranties on the Services provided herein, whether express or implied, including but not limited to warranties of title, non-infringement of any intellectual property rights or implied warranties of merchantability or of fitness for a particular purpose. No advice or information given by the Company, its affiliates or their respective officers, employees or agents shall create a warranty. The Company makes no warranty that the Services will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of viruses, worms,



trojan horses or other harmful components and shall not be responsible for any consequences arising thereof. The Company shall not be liable to the Subscriber/Customer for any loss or damage whatsoever or howsoever, monetary or non-monetary caused or suffered, directly or indirectly, inducing and without limitation, as a result of delay in installation, non-availability or disruption in services, loss of data, interruption or stoppage to the Customer's access to and/or use of the internet/website/s, interruption or stoppage of services due to any technical or non-technical reason, non-availability of connectivity between the customer and the Company, ill or faulty workmanship or error in network architecture. Company's sole obligation and the Customer's sole and exclusive remedy in the event of interruption of services by any of the means mentioned in this terms & conditions shall be to use all reasonable endeavors to restore the services as soon as reasonably possible.

26. The Company reserves the right to confirm or verify the information/details given by the Customer in this agreement at any other time directly or through its agents and/or associates, and may require the Customer to produce proof as necessary and applicable to substantiate such information/details.
27. The Company retains the right to withdraw or terminate the Service without notice in the event of:
  - a. Wrongful, malicious or fraudulent representation by the Customer in respect of the details required by the Company for provision of services to the Customer.
  - b. Non payment of dues by the Customer in respect of installation charges, hire or purchase cost of modem or other accessories, monthly subscription charges and/or fees, dishonour of cheque issued by the customer. The company reserves the right to levy penalty for cheques dishonoured, at the time of restoration of service.
  - c. Use of the services by the Customer for, or permission given explicitly or implicitly by the Customer, or negligence by the Customer leading to, illegal, malicious or immoral purposes.
  - d. Use of the service for gambling, solicitation, email attacks or denial of service attacks on any party or server, willful transmission of viruses, malicious or nuisance emailing or messaging, diffusion of immoral or pornographic material, commercial fraud, breach of copyright, breach of law and/or other offences.
  - e. Any attempt by the Customer or his/her/their associates to pass themselves off as agents, vendors, retailers, cybercafés or business associates of the Company unless expressly authorized in writing by the Company to do so.
  - f. Damage to the Company's equipment or terminal apparatus provided to the Customer for enabling the Service.
  - g. Resale or unauthorized additional connections from the connection supplied hereby to the Customer.
  - h. Any breach of the terms of this Agreement by the Customer.
  - i. Any change or alteration in the Company's network resulting in inability to provide the Service to the Customer.
  - j. Complying with an order / request /direction from any Statutory/ Regulatory Government authorities.
28. The Company reserves the right to suspend the Services during technical failure, modification or repair, or testing of the Services or the Network.
29. The Company reserves the right to terminate the services at anytime without assigning any reason by giving 30 days prior notice to the subscriber.
30. Post termination and/or suspension of Services, the Company will not be responsible to return or provide access to the Customer for any data of the Customer, whether or not stored in the Company's network or systems.
31. All terms of services by the Company shall be subject to the license conditions as stipulated by the Government of India and/or Telecom Regulatory Authority of India from time to time.
32. The customer shall be solely responsible for provision of PC with configuration to stillt the requirements of the service opted for.
33. The Customer shall not use any hardware or software which is identified by the Government as unlawful or which would or does have the potential to render the network security vulnerable.
34. The Customer is required to fully comply with the laws of India and more particularly the Information Technology Act, 2000, the Indian Telegraph Act 1855, the Copyright Act, 1956 the Trademark Act, 1958 and the rules made thereunder and any amendments or replacements made thereto from time to time.
35. The company accepts no responsibility or liability whatsoever for commercial transaction of any nature including bookings, purchases, contracts or agreements entered into over me Internet by the Customer or any person or firm using the connection of the Customer.

36. Customer will be responsible and liable for/and will indemnify the Company in respect of liability for any and all use of the Customer's account and all actions and costs incurred and for all use of the Services accessed through the Customer's account or otherwise by virtue of the provision of the Services to the Customer including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights or for misuse of the service and any breach or non-observance of any term of this Agreement by the Customer.
37. All legal and beneficial rights, title and interest in or to or in connection with the Service including intellectual property rights and goodwill arising therefrom remain the Company's exclusive property. The Customer is only licensed during the subsistence of this Agreement to use and to have access to the Service. Upon expiry of or earlier termination of the Agreement, the right of the Customer to use the Service shall forthwith cease.
38. The Customer shall not take any steps including adopting any encryption system that prevents or in any way hinders the Company from maintaining a log of the Customer or maintaining or having access to copies of all packages/data originating from the Customer.
39. The Company shall not be liable for any failure or breakdown in the service or any loss or damage caused to the Customer due to war, hostilities, acts of terrorism, riots, strike, lockout, civil commotion, earthquake, lightning, flood, accident, fire or explosion, act of god, governmental acts, regulations or direction sanction or any other cause not within control of the Company.
40. The Customer and the Company agree that this Agreement has been duly authorized and executed and is valid and binding and is enforceable in law in accordance with its terms.
41. In the event of any question, dispute or difference arising out of or in relation to provisions of the Services, the same shall be referred to arbitration. The arbitration shall be governed as per the Arbitration and Conciliation Act, 1996. Pending resolution, the Customer will be liable to continue to pay the charges for the Services. The arbitration shall be held in Mumbai. Costs of the arbitration are to be borne by the Customer and/or the company as decided by the arbitrators. The award of such arbitration shall be final and binding on both parties.
42. In relation to any arbitration under the terms and conditions herein, the courts of Mumbai shall have exclusive jurisdiction.
43. The terms contained hereinabove are over and above terms & conditions governing the services as contained in relevant tariff leaflet, website of the company including but not limited to privacy policy and disclaimers or any other terms & conditions as may be stipulated by the company from time to time.
44. Customer has agreed that any Wi-fi connectivity deployed by the customer has to be activated only after it has registered for centralized authentication with the Company. The Customer shall be liable for the consequences arising out of non compliance of this provision.
45. The customer agrees to receive service balance and other informative SMS sent by the Company from time to time on his/her mobile phone.
46. The Company reserves the right to modify, alter, change or amend any or all of the terms and conditions contained hereinabove from time to time, without any intimation to customer, by way of updating the same on the website of the Company.
47. Device rentals will be charged even when the account is in inactive mode for all rented/Shared Modem customers, unless device is returned back to YOU Broadband India Limited.
48. Plan charges and device rentals will be charged in advance, however, excess MBs (MBs consumed over & above plan limit if any) used will be billed in the next bill.
49. Any unutilised "free MBs" offered as part of the plan availed will not be carried over to the subsequent billing cycle.
50. All allocation of free MBs will only be on Pro-rata basis, for the period for which the account has been active.
51. In case of payment after due date, late payment fees would be charged as per rate applicable.

52. The services could get suspended prior to due date, on usage amount reaching the amount equivalent to credit limit set by the company.
53. After a suspension period of 90 days, your account will be deactivated and outstanding dues will be adjusted against the Security Deposit, if any.
54. The above terms and conditions are subject to review from time to time, altered, modified and updated terms and conditions will be intimated by listing the same on website [www.youbroadband.in](http://www.youbroadband.in)

Please Note: It will be the responsibility of the customer to verify the identity of salesman/agent before handing over of money, particularly in case of cash payment. In case of any doubt regarding the salesman or price of plan, please confirm the same with our Customer Care (nos for the same are mentioned in the website). YOU Broadband India Limited will not be responsible for providing service in case of non-receipt of money at its office.

1. Please ensure that your PC is configured and Lan Card is made available to ensure connectivity.
2. Connectivity speeds depend upon the WEBSITES accessed & are not NETWORK DEPENDANT.

#### **FORM**

(See regulation 11 of the of Telecom Consumers Protection and Redressal of Grievances Regulations, 2007)Appeal under regulation 11 of the Telecom Consumers Protection and Redressal of Grievances Regulations, 2007 to the appellate authority appointed by YOU Broadband India Limited , Plot No 54, Marol Co-operative industrial area, Makwana, Off Andheri Kurla Road, Andheri East-(E) Mumbai-400059

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 complaint
4. The name of the State or licensed service area, as the case may be, of the origin of complaint.
5. Nature of 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 complaint under clause (a) of subregulation(1) of regulation 4 and date of lodging the complaint with the Call Centre.
7. The unique complaint number communicated by the Nodal Officer under clause (c) of regulation 8, and date of lodging the complaint with the Nodal Officer.
8. Date of decision of the Nodal Officer and decision intimated by the Nodal Officer

**Form for verification**

I,.....

(name in full and in letters), the appellant, son/daughter of hereby do 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 appellant).....

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

**Note1.** The Form of appeal, grounds of appeal and the Form of verification appended shall be signed by the appellant.

**Note2.** The appellant shall submit in duplicate the appeal in this Form.

## SCHEDULE

(See regulation 5)

### Service Parameters and Time Limit for Service Request or Redressal of Complaint of Telecom Consumers by Call Centres

#### Broadband Service:

Serial Number (1)	Service Parameter (2)	Time Limit for service request or redressal of complaint (3)
(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 (a) Percentage of Billing Complaints resolved. (b) Time taken for refund of deposits after closure	(a) All billing complaints to be resolved within four weeks. (b) All cases of refund of deposits to be made within sixty days after closure.

#### Details of Appellate Authorities

[Service Area Name , Address and Contact details of Appellate Authorities](#)

<http://www.youbroadband.in/contactus/appellate-auto.php>

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