

AUSPICE INFRATEL

PVT. LTD. Lg-19-A, Bansi Trade Centre 581/5, M. G. Road Indore Madhya Pradesh 452001 I

SRF / CRF No.:

Class A ISP

Paste your Photo here and sign across it

CUSTOMER APPLICATION FORM(CAF)
General Information
Subscriber Name Vivek Singhad
Father's / Husband Name Mahesh Singhal.
Subscriber Type Corporate/SME Institutional Individual/Home Organization
Local Address: (For Billing /Termination) 3A - 3B Sampat Farm, Bhicholi Mardana Billing Address:
Permanent Address: In Front of Mayank Water Park. Indore
Billing Address: Permanent Address: In Front of Mayank Wester Park. Indore MP - India
Wired Line Phone No. Mobile No. 9893024117
Address Type (Pone) Owned Rented e-mail hisviv (a) gmail (om
Owner/Director/Manager
Customer Contact Information (For Corporate Subscriber):
Name - MANGO SOLUTIONS
Designation Progritor
Customer Residential Address (If Different to above)
Service Details
Required Service (Pone) Broadband Internet Lease-Line Point to Point Connection
Service Delivery (Pone) Dark Fiber Copper / Ethernet Cable Optical Fiber (Fiber to Home)
Billing Cycle (Pone) Monthly Quarterly
Document Attached
Address Proof Dances da Identity Proof DAM
Registration of Company/Firm & Gunasta, Authorized Signatory Proof & Gunasta.
PAN/AADHAR/PASSPORT
IP Address:
Installation Date:

Signature of the Authorized person with Company Seal

Proprietor

Authorized Person Name: Vivek Singhal Date: 30/9/12 place Inlone

Customer Acceptance



The customer understands and acknowledges that

Auspice Infratel Pvt. Ltd. is an existing Unified License ISP-Class A having a licensed by the Government of India (Ministry of Communications and Information Technology, Department of Telecommunications) to provide Internet Services across India.

- General Terms & Conditions of Service:

 1. Application form is free of cost. the form may be filled up in capital letters only.

 2. Interactive voice shall not be permitted on OUR Internet Services network, as such selling/promoting Internet etc., is prohibited.

 3. Ending unsolicited messaging via Internet Services is unlawful and it is not permitted.

 4. Probing for means of gaining unauthorized access to computers or networks, is not permitted.

 5. Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data, is not permitted.

 6. Sending harassing or threatening transmissions over Intern Services is not permitted.

 7. Internet contains unedited materials, some of which may be sexually explicit or offensive & provocative for which we have no control.

 Any objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not created, stored downloaded, accessed, and other person using his facilities. Any objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not created, stored downloaded, accessed, transmitted or retransmitted by him or any other person using his facilities.

 8. Any loss of business suffered by the Customer due to disconnection affected under clause in "Disconnection Terms" will be his own responsibility and so borne by him.

 Temporary break/disconnection of Service under schedule maintenance "Disconnection Term" will not require any notice.

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- 10. Customer assumes total responsibility and risk for use of the Internet Services.

 11. Payment of bills It would be the responsibility of subscriber to make monthly payment of Internet Services. Auspice Infratel Pvt. Ltd. and It's Franchise would disconnect the service in case of non-receipt of monthly payment without giving any Notice to the subscriber.

 12. The Internet Service is provided by us on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of itile, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by us, its affiliates or their respective title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by us, its affiliates or their respective employees shall create a warranty. Neither us nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material employees shall create a warranty. Neither us nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material employees shall create a warranty. Neither us nor its affiliates warrants accessible on the service is free of viruses, worms, Trojan horses or other harmful components. Under no circumstances shall Auspice Infratel Pvt. Ltd. & It's Franchise its accessible on the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result the service or to access the Internet or any part thereof, or customers reliance on or use of information, or any failure of performance. Internet Services, or that result in which is an internet or any part thereof, or customers reliance on or use of information, or any failure of performance. In whole or part, of any obligation under it shall be pre

indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other material component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, e-mail, mailing lists or other groups or lists is prohibited. Mail Relay using mail servers of other ISPs depends upon the policies of respective ISPs over which we have no control groups or lists is prohibited. Mail Relay using mail servers of other ISPs depends upon the policies of respective ISPs over which we have no control 16.Subscriber conduct. Subscriber shall use internet services for lawful purposes only. Subscriber shall not post or transmit using internet services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or

arbitration under ICADR Arbitration Rules- 1996 consumer court.

18. We are responsible for delivering the service at single point to the customer premise. This can be to a PC or a CPE. However further distribution or cabling that may be required 19. Any CPE (Router, Towers, Mux, Pole, Cable fiber equipments, wireless equipments etc.) provided by Auspice Infratel Pvt. Ltd. will the property of Auspice Infratel Pvt.

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 20. Expected time of installation of connection and service is 7-30 days from the date of picking up the order form.

 21. Customer can make all the payment in the favor of our authorized collection agencies vide cash and take the proper receipt. Payment will bear by cheque only.

 22. Internet service and Bandwidth billing and other equipments rental/monthly recharge pack billing will done by Auspice Infratel Pvt. Ltd.

 23. In case of use of Indoor/Outdoor Wi-Fi Please note, we will not be held any responsibility in any way or answerable in case any unauthorized usage of Wi-Fi technology resulting in the non-compliance of DoT directive is detected within your Premises/Location by the Authorities concerned.

 24. Please note that any liability includes civil and criminal liability for such unauthorized use and any resulting event connected there to will be your sole responsibility. We would also be constrained to withdraw our services without any further notice in such an eventuality and without any liability on our part. Continued usage of Wi-Fi connectivity or deployment of router without registration with your service provider shall amount to unauthorized usage of Wi-Fi technology.

 25. Customer shall intimate to Auspice Infratel Pvt. Ltd. about change in address, if any, in writing along with such proof, as may be deemed necessary by us.

 26. Customer shall not use the Services as an 'OSP' (Other Service Provider).

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 27. Privacy of communication is subject to the terms of the license agreement of Auspice Infratel Pvt. Ltd. with DOT and other statutory and regulatory notifications/directives etc. The Customer specifically agrees that in order to facilitate Auspice Infratel Pvt. Ltd. to provide Services, Auspice Infratel Pvt. Ltd. may be required to disclose any information or particulars pertaining to the Customer to any authority, statutory or otherwise, including but not limited to any debt collection agency, credit reference agency, and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.

 28. The Customer shall have no title and/ or ownership and /or interest in the CPE and therefore shall not be entitled to transfer/assign/lease and / or otherwise part with the same 28. The Customer shall have no title and/ or ownership and effective control over the CPE shall always remain with Auspice Infratel Pvt. Ltd.. The Customer shall return the CPE immediately under any circumstance. The ownership and effective control over the CPE shall always remain with Auspice Infratel Pvt. Ltd.. The Customer shall be responsible for the maintenance and upkeep of the CPE subject to normal wear and tear.

 29. All CPE, provided (but not sold) by Auspice Infratel Pvt. Ltd. shall always remain absolute property of Auspice Infratel Pvt. Ltd. The Customer shall only have use the

maintenance and upkeep of the CPE subject to normal wear and tear.

29.All CPE, provided (but not sold) by Auspice Infratel Pvt. Ltd. shall always remain absolute property of Auspice Infratel Pvt. Ltd. The Customer shall only have use the custody of the equipment or other equipment/ accessories during the enrollment period.

30. The CPE has been provided to the Customer in order to facilitate Auspice Infratel Pvt. Ltd. to exclusively use the same for rendering its Services. The Customer shall not always the CPE independent of Auspice Infratel Pvt. Ltd. to exclusively use the same for rendering its Services.

31. Customer shall neither shift the CPE nor transfer the same in any manner. In case the Customer fails to comply with the terms and conditions of enrollment Auspice Infratel Pvt. Ltd. reserves the right to lift or remove the CPE from the Customer's premises and terminates the enrollment without any liability whatsoever on its part.

Signature of the Authorized person with Company Seal

Authorized Person Name Vivek Singhal Date 319/12. Place Incluye.

Class A ISP

32The following service standards and time lines have been agreed between Auspice Infratel Pvt. Ltd. Global Internet Services and the Customer. 33. The network uptime and the Services provided by **Auspice Infratel Pvt. Ltd.** and in their control shall have an uptime of 98% for the wireless customer and 95% for the wired customer, Outside of scheduled maintenance times.

34. All issues the customer raises to Auspice Infratel Pvt. Ltd. will be responded to within 24 hours by phone or email and resolved within 72 hours. 35.The Internet/Broadband speed available to the Customer is the maximum prescribed speed for which the Customer is entitled and Auspice Infratel Pvt. Ltd. does not hold out any assurance that the said speed shall be maintained at all times and the same may vary depending upon the network congestion,

technical reasons or any other unavoidable circumstances.

36. It is clearly understood that installation of internet/broadband services require several vital and time consuming activities, inter-alia, including laying down of cables, proper wiring of the area, other technical requirements etc. and therefore Auspice Infratel Pvt. Ltd. does not prescribe or hold out any fixed time line after execution of the CAF, during which the said Services shall be activated. Auspice Infratel Pvt. Ltd. shall endeavor to activate the Service within reasonable time and it is expressly agreed that the person executing the SAF shall not be entitled to raise any claim or action or damages of whatsoever nature on account of delay in activation of Services and the Customer shall only be entitled to refund of the initial amount paid by the

37. The parties have fully read and the contents of the terms and conditions have been explained in vernacular, Verbatim and upon understanding, have signed the CAF as a token of its acceptance/consent and further with a clear understanding that it is valid and binding document on both the parties and can be enforced in the Court of Law.

38. The CAF should be filled by sales representative in consultation with the customer & applicant must be over 18 years of age on the date of application.
39. A CAF needs to be filled for every location, where service is required. The CAFs are designed on a per location basis except for the leased line CAF which is designed on a per link basis (where 2 locations are involved).

40. The contract with AUSPICE for provision of internet service will be for a minimum period for the date of commencement (depending upon the plan

chosen) in accordance with the tariff plan opted.

Customer Declaration / Undertaking

1. I solemnly affirm and declare that I have read and understood the terms and conditions of this Customer agreement form and also agree to abide by any changes that are made from time to time.

2.I agree to pay all applicable charges for the all services and I hereby indemnify Auspice Infratel Pvt. Ltd. for any illegal use of any type on these

3. I understand that the required services will be provided to me subject to feasibility and Auspice Infratel Pvt. Ltd. reserves the right to accept or reject my application without giving any reason whatsoever.

4. That the Internet service taken by me will be used for browsing purposes only.

5. That no component of this network will be used for carrying any kind of direct or indirect voice or any other prohibited traffic/ signal/ information.
6. That we shall not be having any type of inter connectivity of voice and voice-cum-data networks Including PBXs/ PABXs/ PAXs and IP-PBX on these

circuits.

7. That, in case we are found to be having such inter connectivity, we shall be liable to be punished under Indian Telegraph Act/ Rules. 8. That all the hardware in the network is TEC approved.

That no card/unit/equipment or software is being used for carrying any kind of voice Compression/ Translation etc.
 That internet bandwidth will not be utilized for any activity which is considered as illegal by the law Govt. and DOT.

11. That I have also gone through the guidelines of the ISP License issued to Auspice Infratel Pvt. Ltd. and agrees to abide by the same and failure to comply with those guidelines will be my sole responsibility.

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12. That I indemnify to Auspice Infratel Pvt. Ltd. keep it indemnified against any loss, damage, Claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent/call charges due to misuse of the circuit or otherwise whatsoever in the matter.

13. I solemnly agreed with above mentioned terms of service and also declare that the information provided by me/us given above, are true to the best of

my knowledge and belief and nothing has been concealed.

I hereby undertake and commit not to transfer/handover/sublet my Broadband connection/Internet Services (even temporarily) to any person who may attempt to use it for any unlawful activity as described in Terms & Conditions. If I do so, I will be liable and fully responsible for all obligations under the law of Govt. of India, and Auspice Infratel Pvt. Ltd. and its franchisee will not be responsible. Any unauthorized transfer/use of the connection shall entitle Auspice Infratel Pvt. Ltd. to terminate my Internet Service forthwith. I hereby certify that the information given in this form is correct. I have read and agreed to the Terms & Conditions of this agreement. I undertake that the Internet Services provided by Auspice Infratel Pvt. Ltd. would not be used contrary to the provisions of TRAI / DOT & Govt. of India rules & regulations. If such is the case, Auspice Infratel Pvt. Ltd. has the right to disconnect my Internet services immediately without any notice.

LIST OF KYC DOCUMENTS FOR AUSPICE INTERNET APPLICATION:

- 1. Verify Identity of Affiliates As applicable (Copy of one of the following documents is required):
 - a) Partnership firms: Signed and valid Partnership Deed.

b) Trust: Signed and valid trust deed.

c) Society: Signed and valid bye-laws of the society.

d) Sole Proprietorship:

e) Registration with any Government authority.

f) Declaration from Sole Proprietor.

- g) Private Limited Company: Copy of MOA/AOA/Certificate of Incorporation. h) Public Limited Company: Copy of MOA/AOA/Certificate of Incorporation.
- i) Government: Documents to prove that it is a Government Company.

2. Proof-of-Existence (copy of one of the following documents is required)-a) Establishment's PAN.

- b) Good & Service Tax Registration Number where applicable.
- c) Government issued business license Trade/ Municipal License.
- d) Government registration authorizing the merchant to run the business,
- e) For Schools, College establishments Copy of establishment registration document will be taken.

Signature of the Authorized person with Company Seal

Authorized Person Name Vivek Singhed Date 3012/LL Place hadre





Self & Business Declaration:-

Signature of the Authorized person with Company Seal

I/We declare that the New Broadband/Dedicated Internet Access connection which I/we are going to subscribe from your company, will utilize/use only for legal and law full business purpose or general operation as per Dot/TRI rules regulation and Law of Govt. of India. We/I also declare that we/I will not use or utilize this Internet connectivity for any resell & unlawful purpose.

	For office use only
Date of application:	
	Circuit ID anocated:
User Name allocated:after first log-in)	Password (Default):
	Authorized Person NameDatePlace
Sales employee's name:	Sales ID:
······	

CUSTOMER NETWORK LAYOUT:





NATURE OF BUSINESS :
(1) OSP User
(2) ISP User
(3) Others
(III) [Others- Individual, Partnership, Propertiorship, Private Limited, Limited, HUF, Trust, Society]
For Non OSP user:
I hereby agree that I am not an OSP holder and will not use internet telecomy on my connection for personal use.
(Authorized Signatory)