



# Wish Net Private Limited

## Broadband Application Form

### YOUR DETAIL

Company Name:											Please Affix stamp size photograph (Do not Staple)												
(If connection is in the name of company)																							
Name:	Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Ms. <input type="checkbox"/>	Dr. <input type="checkbox"/>	M/s. <input type="checkbox"/>																		
First Name:						Middle Name:						Last Name:											
Gender:	<input type="checkbox"/> Male		<input type="checkbox"/> Female												Date of Birth:	D <input type="checkbox"/>	D <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	Y <input type="checkbox"/>	Y <input type="checkbox"/>	Y <input type="checkbox"/>	Y <input type="checkbox"/>
Installation Address:																							
City:						Pin:						State:											
Telephone:						Mobile:						Fax:											
Email:																							

### PC DETAILS

Ethernet Card: <sup>*</sup>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	No. Of PCs:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		No. Of Laptops:	<input type="checkbox"/> <input type="checkbox"/>		OS:	<input type="checkbox"/> Win 98	<input type="checkbox"/> Win 2000	<input type="checkbox"/> Win XP	<input type="checkbox"/> Others _____
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\*Please note that the computer required to have an Ethernet Card

### PLAN PREFERENCE

Payment Type:	<input type="checkbox"/> Prepaid	<input type="checkbox"/> Postpaid	Tariff Plan Name:																	
Specific VAS:	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Please Specify)	1.						2.						3.					

### HELP US

Type of existing Internet connection:	<input type="checkbox"/> None	<input type="checkbox"/> Dial up	<input type="checkbox"/> Broadband	Name of Current ISP:											
Connection is mainly for:	<input type="checkbox"/> Business	<input type="checkbox"/> Residence	<input type="checkbox"/> Both												
Currently you are:	<input type="checkbox"/> In Service	<input type="checkbox"/> In Business	<input type="checkbox"/> Self employed professional	<input type="checkbox"/> Works from home	<input type="checkbox"/> Student	<input type="checkbox"/> Homemaker									
	<input type="checkbox"/> Retired	<input type="checkbox"/> Others	(Please Specify)												

### INITIAL PAYMENT DETAILS

Payment mode:	<input type="checkbox"/> Cheque	<input type="checkbox"/> Demand Draft	<input type="checkbox"/> Credit Card	Amount:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>															
Cheque/ DD issued on Bank:																				
Branch:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					Cheque /DD No:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					Date:	D <input type="checkbox"/>	D <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	Y <input type="checkbox"/>	Y <input type="checkbox"/>	Y <input type="checkbox"/>	Y <input type="checkbox"/>
Credit Card No:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		Master Card	<input type="checkbox"/>	Visa	<input type="checkbox"/>	Expiry Date:	<input type="checkbox"/> M <input type="checkbox"/>	<input type="checkbox"/> M <input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>			

Payment Mode for: \_\_\_\_\_

I / We have carefully read the Wish Net Terms and Conditions and technical specifications of Wish Net services and agree to abide by the same.

I / We confirm that details provided in this application are correct to the best of my/our knowledge.

Date:  D  D  M  M  Y  Y  Y  Y

Signature of Customer:

Company Seal Wherever applicable

### DECLARATION IN CASE PAYMENT IS MADE BY AN ENTITY OTHER THAN APPLICANT:

This is to confirm that we are making the payment to Wish Net Private Limited on behalf of \_\_\_\_\_  
name of the individual/ organisation making payment \_\_\_\_\_

Signature/Stamp:

NOTE: 1. All Cheque /DD should be drawn in favour of WISH NET PRIVATE LIMITED

### ADDRESS PROOF

<input type="checkbox"/> Ration Card	<input type="checkbox"/> Electricity Bill	<input type="checkbox"/> Telephone Bill	<input type="checkbox"/> Gas Connection Bill
<input type="checkbox"/> Bank Statement/Pass Book	<input type="checkbox"/> Credit Card Statement	<input type="checkbox"/> Form 16/Accession Order from Income Tax	
<input type="checkbox"/> Lease Agreement/Rent Agreement/Flat Purchase Agreement/ Letter from the company <input type="checkbox"/> Form St2			

### PHOTO IDENTITY PROOF

<input type="checkbox"/> Passport	<input type="checkbox"/> Election ID Card
<input type="checkbox"/> Driving License	<input type="checkbox"/> PAN Card
<input type="checkbox"/> Student ID Card	

### BUSINESS PARTNER'S DETAIL

Business Partner Name:	<input type="checkbox"/>									
Business Partner Code:	<input type="checkbox"/>									
Executive Name:	<input type="checkbox"/>									
Executive Code:	<input type="checkbox"/>									

Date:  D  D  M  M  Y  Y  Y  Y

Stamp of Business Partner:

## **1. Definitions:**

- WISHNET Refer to Wish Net Private Limited having its Registered Office at 86 Golaghat Road, Jamuna Apartment, Ground Floor, Kolkata 700 048. Which has been granted a License by the Government of India, Ministry of Communication, Department of Telecommunication for providing Internet Service and which has established network system for providing such Internet Service.
- **Business Partner** Means a person, whether an individual, firm, company, association of persons or any other entity who represents WISHNET as WISHNET Business Partner in a designated Business Partner Area and adds value by marketing and maintaining Service(s) to the Customers.
  - **Business Partner Area** Means any portion of an area within the LOCAL AREA, which has been identified and designated as Business Partner Area within which the Business Partner has to perform his duties under an agreement with WISHNET and includes a whole building located within the said Business Partner Area.
  - **Broadband** TRAI (Telecom Regulatory Authority of India) has defined broadband as "An always on data connection having the capability of minimum download speeds of 256 kbps."
  - **Connection Type or Type of Connection** Means any one of the Service Packages requested by the Customer for availing the Services.
  - **Connection** Refers to all activities associated with providing of Services for accessing Internet by the Customer or by his authorized person at Customer Premises, through WISHNET or its authorized Business Partner.
  - **Installation Charges** Refers to the one time up front, non refundable charges payable to Business Partner for the type of connection requested by Customer as determined by Business Partner from time to time, which includes service activation charges.
  - **Customer** Means any person who agreed to avail under these terms and conditions Services from WISHNET and to pay all the Installation Charges and Service Charges for the Service provided to Customer and / or their authorized person or persons.
  - **Customer Premises** Means the address and location indicated by the Customer for using the Services (s).
  - **Day** Means 24 hours commencing from 0.00 hrs and ending with 24.00 hrs and includes a part of the day.
  - **Download** Means viewing/copying/receiving any data from the Internet down to PC/Device with the help of Service(s).
  - **GB**-Means Gigabyte.
  - **Installation** Means installing the Service(s) at the Customer Premises by connecting the PC/Device with the network of WISHNET and may include installation of the required software for connecting to the Internet.
  - **Internet** is a global information system that:
  - Is logically linked together by a globally unique address, based on Internet Protocol (IP) or its subsequent enhancements/gradation.
  - Is able to support communications using the Transmission Control Protocol/Internet Protocol (TCP/IP) suite or its subsequent enhancements/gradation, and all other IP compatible protocols.
  - **IP**- Means Internet Protocol.
  - **IP Address-** Operation of Internet service required IP address, which is at present 32 bit binary address. This is required for each connection on Internet. Typically it is required for ports of routers and other WISHNET equipment and also for connections to be provided to end customer,
  - **IP Telephony** Means a service to process and carry voice signals offered through public Internet by the use of Personal Computers (PC) or connecting the following:-  
(A) PC to PC ; within or outside India.  
(B) PC in India to Telephone outside India  
(C) IP based H.323/SIP Terminals connected directly to ISP nodes to similar Terminals; within or outside India.
  - Except whatever is described in condition above, no other form of Internet Telephony is permitted.
  - The Customer can use Internet Telephony to make voice calls over the Internet through Services by using services of authorized Internet Telephony Service Providers only.
  - **LAN**- Means Local Area Network involving use of two or more computers through a LAN system.
  - **Last Mile Linkage** Means linking the Customer's PC/Device with the network equipment of WISHNET/Business Partner through cables or any other medium.
  - **Local Area** Means an area between the address of the Customer PREMISES and nearest network equipment of WISHNET and / or Business Partner as applicable.
  - **Month** Means calendar month commencing from 1<sup>st</sup> of every month till the end of that month and includes a part of the month.
  - **POP** Means the point of presence set by WISHNET in the Business partner Area situated at the address which would serve as a connectivity point for providing the Service(s) to the Customer.
  - **Pre-paid** Means a method of payment for Internet Service that allows a customer to prepay for a set amount of Internet usage in advance of actual usage. Generally, a customer's prepaid account is debited on a real basis so that actual usage cannot exceed the prepaid amount until an additional pre-payment is made.
  - **Post Paid** Means a method of payment for Internet where a Customer pays for a portion of the services and usage in arrears, subsequent to consuming the services.
  - **Service Charges** Refers to charges payable depending on the type of service requested by Customer.
  - **Services or Service** Means all types of Internet access/content services. Value Added Services (VAS). Internet Telephony and all such associated Services offered by WISHNET under its Service Packages currently under the brand WISHNET Broadband.
  - **Service Packages** Means any one of the packages or schemes introduced by WISHNET from time to time and to which the Customer has opted at the time of signing this agreement.
  - **Static IP Address** is a number (in the form of a dotted quad) that is assigned to a computer by an Internet Service Provider (ISP) to be its permanent address on the Internet.
  - **TCP** Means Transmission Control Protocol.
  - **Usage Bill** Means the bill indicating the charges payable by the Customer for the Service(s) availed from WISHNET for each billing period.
  - **Year** Means calendar year comprising of 12 calendar months commencing from 1<sup>st</sup> January and ending with 31<sup>st</sup> December and includes part of the year.

## **2. Service Activation :**

- a. The Customer shall submit an application duly signed along with consent to agree by these terms and conditions to WISHNET directly or through any of its Business Partner.
- b. WISHNET or its Business Partner after satisfying itself about the correctness of the information stated in the said application by the Customer, will intimate Customer to pay the required charges together with such taxes, duties and levies as may be determined by the authorities.
- c. Customer shall grant to the personnel authorized by WISHNET, during such time as per WISHNET's discretion, access to Customer Premises as may be necessary for installation and maintenance of Device (if any) and or the software required for connecting to the Internet.
- d. WISHNET shall make reasonable efforts to provide Connection to all applicants. However WISHNET's ability to provide Connection may be effected by factors outside WISHNET control such as physical distribution, geographic, topographic, and

meteorological or other telecommunication networks. WISHNET reserves the right to provide Connection at its sole discretion as per its network design considerations. It is expressly understood that application to this service does not guarantee Connection from WISHNET. WISHNET shall however provide the Service(s) of the acceptable grade, consistent with the established and generally accepted standards on a best efforts basis.

- e. The Connection provided by WISHNET is only for the specific 'Connection Type' requested by the applicant in the application form. Any migration of 'Connection Type' requested by the Customer will be at the sole discretion of WISHNET and subject to payment of such charges as may be determined from time to time depending on the circumstances prevailing at that point in time.
- f. The Customer shall ensure to understand the configuration of PC/Device needed for installing and running the Connection for the Internet package, before its purchase. Neither WISHNET nor the Business partner shall be responsible for installation of software needed for the internet package and the Customer shall ensure that competent persons have satisfactorily done the same.

## **3. Billing & Payments :**

- a. Bills for Service Charges will be send by E-mail to the email address assigned to the customer. The emailing of the bill to the Post-paid Customer will be the conclusive Proof of delivery of such communication and no complaints regarding non receipt of such communication is tenable in law and on facts. WISHNET reserves the right to change the method of communication as it deems appropriate. The Post-paid Customer is therefore well advised to check for the Service Charges bill sent to him/her and shall act accordingly. WISHNET also reserves the right to send other communications by email to the Post paid Customer at email ID as allotted by WISHNET. Communication made by WISHNET through email shall be conclusive Proof of Delivery of such communication and no complaint regarding non-receipt of such communication is tenable in law and on facts.
- b. Post-paid Customer would be liable for payment of the Service Charges according to the terms of the packages or scheme opted for by the Customer and as modified by WISHNET from time to time.
- c. It would be the responsibility of the Post-paid Customer to make payment of the Service Charges on a periodical basis. WISHNET shall disconnect the service in case of non-receipt of such payment within the stipulated time without notice to the Post-paid Customer.
- d. WISHNET reserves the right to change the periodicity of billing from timed to time and to vary the tariff/charges as well as the facilities available under various Service Packages.
- e. WISHNET shall determine the charging pattern of the package or scheme opted by the Customer and the Customer shall pay as per the pattern set by WISHNET.
- f. Content- Any paid content would be clearly indicated on the site. For time based plans, time spent on the content site would be charged according to the plan. For volume based plan, MB of content data consumed would be charged according to the plan.
- g. To avoid disconnection of Service(s) the Post-paid Customer shall pay within the stipulated date payment of Service charges levied by WISHNET. The customer shall not wait for the receipt of the relevant bill in the case of packages/schemes requiring advance payment of the monthly Service Charges.
- h. Non receipt of monthly bill cannot be a ground for non-payment of the monthly charges and WISHNET reserves the right to declare the Post-paid Customer as a defaulter and will enforce the terms for such default.
- i. Without prejudice to the foregoing WISHNET will e-mail to the Post-paid Customer bills as per the billing cycle of the customer.
- j. Non-payment of bill or other dues whether to WISHNET or Financial Institution with respect to the Service(s) herein within the stipulates time would entail disconnection.
- k. Pre-paid customers account will automatically get disconnected on expiry of the validity period or the pack value whichever is earlier.
- l. On disconnection, to get themselves reconnected the customer will have to pay reconnection charges as specified by WISHNET, along with Service charges during which period the connection and Service(s) remained disconnected, if and as applicable. WISHNET will decide if the reconnection charges are to be paid immediately on disconnection or to be paid after a stipulated period from the date of disconnection.
- m. WISHNET reserves the right to levy 'Late payment fees' as determined by it from time to time, in case the Customer does not pay the bill within the stipulated time for payment.
- n. If the customer does not apply for reconnection within as stipulated period from the date of disconnection, WISHNET reserves the right to permanently terminate the connection provided to the Customer.
- o. WISHNET shall reconnect the disconnected Connection only subject to payment of all outstanding by the Customer including the late payment fees & the Reconnection charges, if any as applicable.
- p. WISHNET reserves the right to charge an interest free security deposit from the Post-paid customer. The deposit shall be refunded to the customer at the time of Service termination after adjusting all outstanding payable by the post-paid customer.
- q. WISHNET reserves the right to charge an interest at a rate determined by it from time to time and calculated on the monthly balance method. The interest will be charged on amounts outstanding and due to WISHNET apart from any other charges.
- r. Should the Post-paid Customers cheque get dishonored more than 3 times in a year, the facility of payment by cheque will be withdrawn. However notwithstanding the above WISHNET reserves the right to proceed against the Post-paid Customer legally as it deems fit. The Post paid Customer will have to pay the requisite cheque returned charges per cheque as applicable.
- s. Customer would have the option of direct remittance of Service Charges to WISHNET account or through Associate wherever applicable and available.
- t. Mode of payment by Customer would be Cheque/DD/Pay order drawn in favour of Wish Net Private limited.
- u. Outstation cheques, postal orders and money order will not be accepted. Cash can be paid at WISHNET Business Partner's office.
- v. Cheques will not be accepted after the due date.
- w. Service Tax/other statutory levies as applicable would be payable by the Customer.
- x. Should any Customer contend that he has been billed wrongly, the onus would lie on him to prove the same with documentary evidence. In case of Post paid customer, the Customer shall pay the amount outstanding against the bill and raise a claim separately to prove his contention. After necessary examination and scrutiny, both for prepaid and Post-paid, if the customer is proved right, WISHNET shall refund the excess money collected by it from the Post-paid Customer and in the case of prepaid Customer, credit the account to that extent without changing the validity of the account.
- y. WISHNET shall have the right to check, investigate and verify the credential of the Customer and prospective Customer including their financial standing before and after extending Service and to employ or avail the services of any person or agency for such purposes; WISHNET shall have the right to disconnect Services permanently should the Customer be a defaulter in payment without any refund from WISHNET.
- z. WISHNET may be required to disclose any information or particulars about the Customer to any authority, statutory or otherwise, including but not limited to any debt collecting agency, credit reference agency, security agency, financial institution or bank and WISHNET reserves the right to comply with, at its discretion.

## **4. Performance and gradation of SERVICE :**

- a. WISHNET would try to upgrade Network capacity so as to provide desires speed of connections to the Customer. However the Customer understands that he may not be able to operate at the desired speed at all times.

- b. All Internet Nodes of WISHNET may be interconnected with high-speed links provided by other agencies that are responsible to maintain these links as reliable as possible. However, they do not own any responsibility in case of interruptions in the network beyond their reasonable control. WISHNET does not take any responsibility whatsoever for any interruption caused by the quality of these links and no claim for damages or any other liability whatsoever will be entertained by WISHNET either from the Business Partner or from the Customer or anyone else in this regards.
- c. In order to provide speed of connection of Service(s) or otherwise, WISHNET reserves the right to grade the Service(s) without prior intimation either to the Business Partner or the Customer.
- d. Services may be suspended in whole or in part at any time without notice if the network requires urgent modification or maintenance. WISHNET shall make all reasonable efforts to minimize the frequency and duration of such events.
- e. WISHNET reserves the right to conduct a survey to seek feedback of the customer on the Service(s) provided by WISHNET.

#### **5. Service discontinuation (for Post-paid customer) :**

- a. The Customer can discontinue Service(s) by providing a written notice to WISHNET of at least 3(three) working days prior to the end of the month for which the Post-paid Customer has paid Service Charges. WISHNET would stop providing Service(s) to the post-paid Customer from the end of the billed month.

#### **6. Shifting of Connection Location**

- a. It is expressly understood by the Customer that the Connection provided by WISHNET is location specific. Connection will be provided at the location indicated by the Customer against the 'Connection/Installation Address' in the application form.
- b. Shifting of the location of connection and Service(s) from the Customer Premises by WISHNET to any other premises will be done by Business Partner if it will be within their location, subject to technical and economic feasibility but if the Customer will move to another Business Partner's location then they have to fill new application form and have to pay the Installation charges to the Business Partner.
- c. WISHNET does not guarantee and/or will not undertake transfer if the said feasibility report indicates that the transfer is not viable technically or otherwise. WISHNET or Business Partner will not be liable to pay any refund of the amount paid for installation or use of service of the said services in case the Customer requests for a shift of location to an area where the Services are non feasible.

#### **7. Prohibitory Clauses :**

- a. The connection is given by WISHNET only for providing Services to the Customer alone. The Customer may not reassign the service to any other third party. Service(s) is not for resale.
- b. The circuit will be extended on point basis and no network will be connected. For any network connection the required approval of Department of Telecommunication or the applicable Basis Service Providers shall be taken in advance by the Customer. The Customer shall not use any hardware and or software which are unlawful or not permitted by the appropriate authorities. The Customer shall make available on demand to WISHNET, full and complete access to the equipment connected to WISHNET's Service(s) for technical scrutiny and detailed inspection. The Customer shall not use any encryption equipment that is beyond the level permitted by the appropriate authority without the prior written permission from the appropriate authority. In all such events the Customer shall ensure to deposit one set of keys with the appropriate authority and submit one copy of the written approval/permission issued by the appropriate authority to WISHNET before installing any such equipment.
- c. The Customer shall ensure to use Service(s) as per the prevailing laws of the country. The Customer shall ensure that the network is not used for any illegal and or antinational activity. The Service shall not be used in any manner that may endanger or make vulnerable any network infrastructure. Violation of any of these terms and or any acts such as break-ins or attempted break-ins of Indian networks will be regarded as anti-national acts and shall attract penal action by the concerned authorities, including but not limited to disconnection by WISHNET.
- d. The Customer shall not send unsolicited messages and shall not send messages (spamming) to WISHNET or anyone else in a language that is prohibitive, defamatory, vulgar, libelous, or otherwise via Services. Should the Customer violate this condition, WISHNET reserves the right to disconnect Service(s) and the connection permanently without prejudice to any other action under the laws of the country.
- e. The Customer is required to ensure that objectionable or obscene or pornographic messages or communications, which are inconsistent with the established laws of the country, are not made by him or by any other person using his facility. Should the Customer violate this condition, WISHNET reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country.
- f. The Customer shall not resort to hacking or destroying the Internet sites including the websites of WISHNET. The Customer is required to desist from putting unsolicited message on server hosted at WISHNET's premises. Should the Customer violate this condition, WISHNET reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country. The Customer shall not object to any steps taken by WISHNET to prevent sending or receiving spam mails through the service. The Customer shall ensure that objectionable or obscene messages or communications inconsistent with the established laws of India are not made, created, downloaded, modified, transmitted or retransmitted by the Customer or any other person using the Customer's ID and Password.
- g. The Customer is prohibited from misusing or copying the software supplied by WISHNET as the Copyright of the said software is protected and misusing or copying of the same is likely to attract legal action under Copyright Act 1957. person. The Customer is not permitted to commercially exploit Service(s) without the prior written permission of WISHNET and on compliance of such terms and condition as may be determined by WISHNET. The Customer is given only a limited use of Services.
- h. The Customer is prohibited from transferring the rights and facilities to any other
- i. The Customer is required to fully comply the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules made thereunder and any amendments or replacement made thereto from time to time.
- j. The Customer is required to ensure that IP Telephony is used as permitted by the Government of India, Ministry of Communication and Information Technology, Which is mentioned in the definition section of this terms and conditions.
- k. The Customer who is desirous obtaining interconnection with WISHNET who wants to use this interconnection for the provisioning of Internet Services to its customers shall ensure to have a valid ISP license from the appropriate authority and will also need to have the express written permission of WISHNET.
- l. The Customer shall not connect any device to the Service(s) without the express written permission of WISHNET. The Customer is not authorized to change the set without prior written approval from WISHNET.
- m. The network set connection to the Service at the Customer premises will be as per WISHNET's approval only. Any change or alteration of the same by the Customer or any person acting on their behalf without express consent of WISHNET is expressly prohibited.
- n. WISHNET reserves the right to disconnect Service(s) and the Connection permanently, without notice, without prejudice to any other action under the laws of the

country should the Customer violate any of the conditions contained herein.

#### **8. Liabilities and Responsibilities of Customer :**

- a. If the Customer has no right or has a restrictive right to use the areas abutting the Customer Premises Public Road, it is the duty and responsibility of the Customer to obtain necessary permission in writing from concerned authorities like landlord, society, etc. permitting WISHNET to lay cables to Customer Premises through the areas abutting the Customer Premises.
- b. The Customer assumed total responsibility and risk for use of the Service(s) which is provided on an "AS IS AND AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. Neither WISHNET nor its Business Partner make any such or such other express or implied warranties, with regard to any merchandise, information or service provided through the Internet and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the Internet generally.
- c. Neither WISHNET nor the Business Partner warrants 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 nor other harmful components.
- d. The Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer's access to such materials will be at his own risk. WISHNET or the Associate has no control over the same and accepts no responsibility whatsoever for such materials.
- e. Under no circumstances shall WISHNET, its Business Partner or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use the service or access the Internet or any part thereof, or Customers reliance on or use of information, service or merchandise provided on or through the service, or that result from mistakes omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance.
- F. In case the customer chooses to install and use any equipment or software or wireless facility not provided by WISHNET for rendering its services, the customer shall ensure that he acquaints himself fully of all types of risks associated with such usage and WISHNET or its officials or agents shall in no way be responsible for any unwarranted undesired usage of the services of WISHNET by any third party and the customer assumes complete responsibility of such unwarranted undesired usage. Customer shall not solicit or rely on any advise from officials or representatives of WISHNET in respect of the security measures and precautions required to be implemented for usage of such equipment or software or wireless facility and understands that they are not qualified to render any advise in that regard.
- g. It would be responsibility of the Customer to ensure that the password, where provided, is kept secret and not disclosed to anyone and to change the password immediately after installation. The Customer shall not part with the anyone and WISHNET shall not be held liable for the misuse of the Customer's facility under any circumstances.
- h. WISHNET reserves the right to engage Business Partner to Customer care service for handling the complaints of Customer. On such engagement WISHNET will intimate the Customer about the same and thereafter the Customer shall deal with the said Business Partner.

#### **9. Force Majeure :**

If at anytime, during the continuance of Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the customer shall not have any claim for damages against WISHNET in respect of such non-performance or delay in performance of Service(s).

#### **10. Disputes :**

If any dispute arising out of these terms and conditions require intervention and/or adjudication by courts then the Courts located within the limits of City of Kolkata will alone have jurisdiction and jurisdiction of other Court are hereby excluded.

#### **11. Disclaimer :**

While every effort is made by WISHNET to provide highest quality of services to the Customer, the Customer acknowledges that the linking, quality and speed of data transmission of the Customer with the network entirely dependent on various external factors and agencies/appropriate authority over which WISHNET has no control. Accordingly, WISHNET shall in no event be responsible to the Customer with WISHNET's network computer or the deficiency in data transmission between the Customer and WISHNET network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from.

#### **12. Liability :**

Notwithstanding anything mentioned in this terms and conditions if WISHNET is not able to provide the service as determined for any reason whatsoever, the liability of WISHNET shall be limited to the amount paid by the customer to WISHNET or Business Partner for installation of the said services.

#### **13. Intellectual Property Right :**

##### **13.1 End User Licenses**

a. Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the WISHNET Software License Agreement, as these agreements may be amended from time to time. All end user licenses will terminate on the termination of this Agreement, and, at such time, Customer/Subscriber shall destroy all copies of all software received by him/her in connection with the Service.

##### **13.2 Authorisation**

a. Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the WISHNET Software License Agreement, as these agreements may be amended from time to time. All end user licenses will terminate on the termination of this Agreement, and, at such time, Customer/Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.

b. WISHNET does not claim any ownership of any material that Customer shall publish, Transmit or distribute using the Service. By using the Service to publish, transmit or distribute material or content, Customer shall (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize WISHNET, its agents and affiliates to reproduce, publish, distribute, and display the content worldwide and (iii) warrant that Customer have the right to provide this authorization. Customer shall acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and agree to indemnify, defend and hold harmless WISHNET, its agents and affiliates for any harm resulting from these actions. Any sensitive or confidential information posted, stored, transmitted or

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