

Terms and Conditions

T&C mentioned here consists of General Terms & conditions & Product Terms and Conditions along with "Acceptable Use Policy". The signing of Customer Registration Form (CRF) shall make the T&C mentioned herein binding on the subscriber. In case of any inconsistencies in the constituent parts of the Agreement or disputes arising with regard to the interpretation of the terms and conditions contained in the said Agreement, the following order of precedence shall apply: (i) the CRF and the PRODUCT TERMS & CONDITIONS (ii) the SLA, if applicable and (iii) the General Terms and Conditions

CRF Terms and Condition:

Provision of service shall include:

- Delivery of the subscribed service within the stipulated duration.
- Assignment of Internet Protocol (IP) address for accessing the internet
- The IP address provided by the company shall only be used for the purpose it has been provisioned.

This service is governed by the provisions of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1993, and Telecom Regulatory Authority of India Act, 1997 as modified or replaced from time to time.

Any Wi-Fi connectivity deployed by subscriber will be activated only after it is registered for centralized authentication system of Feel@Home Broadband .

As per the regulations of telecom authority, if the mobile number mentioned in this CRF is registered under National Do Not Call (NDNC) registry, you will not receive SMSs from Feel@Home Broadband . By signing this form you explicitly agree and give your consent to receive SMS communication irrespective of your mobile number registration under NDNC registry. Feel@Home Broadband or its SMS service provider/partners will not be liable for any legal or monetary expenses arising out of these regulations.

Use of Service - The subscriber shall use the service in accordance with the Company's Acceptable Internet.

Use Policy ("Acceptable Use Policy") The Acceptable Use Policy shall mean the current version of the Company's Acceptable Use Policy provided on its website (As may be changed by the Company from time to time).

All plan charges will be charged in advance.

Fair Usage limit is applicable on all Unlimited Plans; please check Feel@Home Broadband website www.fahnet.in for updated information on Fair Usage limit.

Contention ratio is applicable on broadband plans; for more details please refer Feel@Home Broadband website.

Customer/Customer Premise Service Equipment (CPE): A Customers may use their own CPEs. However, such CPEs need to be approved by the Company. In case, of such CPEs:

- No rental or security deposit/charges will be applicable.
- The Company would not be responsible for maintenance of such CPE's.

When CPE provided by Company for provision of services.

- Property in CPE shall always remain vested with the Company and neither the property nor right to use the CPE is transferred to any person in any manner whatsoever. The subscriber to whom the CPE is delivered shall be responsible for safety of and securing any other subscriber as defined in the rate plan towards cost of provision of service so proposed to be provided by the Company.
- Manufacturing defects - No Charges to Customer.
- Repairs due to damage attributable to Customer - The repair/service charges shall be assessed by the Company and recovered from the Customer accordingly, along with applicable taxes, as additional cost of provision of service by the Company.

Minimum System Requirement/Configuration

PC/Laptops should have minimum

- Intel P IV 2 GHz or higher processor
- 512 MB RAM
- Minimum 2 GB free Hard Disk space at the time of installation
- Operating System: Win 2K, Win XP, Win Vista, Win 7 - Ethernet LAN Card/Port (10/100BaseT) with TCP/IP support.
- Browser Options: IE 6.0 & above, Mozilla Firefox 3.0 and above, Opera or Google Chrome browser. Customers who have opted for Home Solution can use our service also on smart phones, tablets touch pads (e.g. I pads). These devices should be: Wi-Fi enabled with 802.1X, WPA2 Enterprise security features.

In case subscriber wants to shift to a new location, delivery of connection will be subject to feasibility and shifting charges will be applicable.

Exit Policy: In case the subscriber chooses to discontinue after signing the CRF:

- But prior to service being provisioned due to inability of Service Provider/Company to deliver service within standard delivery period, no charges will be levied to the subscriber. (Standard delivery policy is three days from the date of realization of subscription amount paid). In case of cheque payment, service installation shall take 6-10 working days from cheque submission date.
- But prior to service being provisioned due to decision of the subscriber, all one-time subscription charges will be applicable.
- After service provisioning, all one-time, recurring and other charges will be payable as applicable.
- Any refund, if applicable, will be paid to the subscriber within 30 working days from account termination.

Account termination will be done on receipt of CPE by the Company in working condition and settlement of all balance outstanding. Penalty/damages, if applicable, will be deductible from the refund amount.

Product Terms & Conditions

Terms and Conditions

No subscription amount to be paid to Feel@Home Broadband Sales representative, at the time of placing order.

Post placing the order the subscriber will receive a call from Feel@Home Broadband for demo appointment and for verifying personal details - name, address, mobile, email id and tariff plan.

The authorized Feel@Home Broadband representative will carry Feel@Home Broadband ID card. Customer can ask Feel@Home Broadband representative for valid government ID like PAN card, driving license to verify his/her identification. Feel@Home Broadband will not be responsible for any payment made by subscriber to any unauthorized person claiming to be a Feel@Home Broadband representative.

Service Tax is extra as applicable.

All plan charges will be charged in advance.

Service activation will be done within 3 working days from the date of realization of the subscription amount. In case of cheque payment, service installation and activation may take 6-10 working days from cheque submission date. In case service is not activated post realization of subscription amount, kindly contact Feel@Home Broadband customer Care at +91 7719840607 / 7719817382.

Keep your User ID ready when calling Feel@Home Broadband customer Care.

The non-refundable subscription amount includes the installation amount of Rs.1000. After consumption of bundled usage, the subscriber may Switch to any other plan.

Contention Ratio: 1:10 for unlimited corporate plans, 1:20 for Bonus Bandwidth and Unlimited Plans.

Value added services charge, if subscribed, is payable in advance at the time of subscription.

Home Secured Wi-Fi service includes one hotspot instance inside the subscriber's home. This can support an area of approximately 1000 sq.ft.

For larger homes, additional hotspots are available at Rs.1800.

Feel@Home Broadband Service Bill delivery is done as per the option registered by the subscriber:

- E-copy: Only e-bill shall be sent to the registered E-mail ID.
- Physical copy: The Physical bill shall be sent to the registered billing address. Additionally, e-bill shall be sent to the registered E-mail ID.

Upload speed will be 25% of applicable download speed or 512 Kbps, whichever is lower.

Usage includes both upload and download of data.

Speeds mentioned here are guaranteed up to the ISP node.

All tariffs mentioned here are subject to regulatory approval. Feel@Home Broadband has the right to modify or withdraw any tariff plan at any point of time.

In case of service discontinuation, the subscriber shall compulsorily return all the devices in working condition. In the event of subscriber not being able to deliver the device to the company, for reasons attributable to their action/account, the devices would be assumed to be permanently undeliverable to any person including the company. In such an event, including a case where the devices are delivered by the subscriber in non-working condition, the company would charge the subscriber Rs.1500 per device not returned or returned in non-working condition towards penalty/damages for breach of the terms of service. This is applicable for all plans.

If the subscriber of any plan surrenders the connection, then The request for refund will be considered in case of Feel@Home Broadband's inability to restore the connectivity due to reasons such as site out of service, due to permission issues or other situations with similar effect.

- No refund is applicable in any other cases.

If refund is applicable then,

- Plan charges corresponding to the number of days/months of use/data transfer shall be payable/deducted from the upfront amount received to determine refund, if any. Full month shall be counted in case the usage is for part of the month.
- Customer needs to surrender Feel@Home Broadband CPE in working condition. In case of non-receipt of CPE/CPE in non-working condition the penalty will be applicable as mentioned above. Service tax shall be accounted for against the charges stated above.

Refund, if applicable will be processed within 30 working days from the date of cancellation

General Terms & Conditions

Definition

"Agreement" shall mean, unless otherwise specifically provided for, the CRF along with the GENERAL TERMS & CONDITIONS and PRODUCT TERMS & CONDITIONS duly executed and accepted by the Company and Customer.

"Applicable Law" shall mean any law that is applicable in a particular context and includes both Central and State legislations as may be amended or repealed from time to time, including specifically the Indian Telegraph Act, 1885, The Wireless Telegraphy Act, 1933, and the Telecom Regulatory Authority of India Act, 1997, the Information Technology Act, 2000 and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.

"Authority or Authorities" shall mean the Government of India, Ministry of Communications and Information Technology, Department of Telecommunications (DOT), Telecom Regulatory Authority of India, Telecom Dispute Settlement Appellate Tribunal, the relevant State Government, or other statutory and local authorities, tribunals etc. as the case may be.

"Business Day" shall mean everyday excluding Sundays and Company declared holidays.

"Charges" shall include all payments under the Agreement which are due and payable by the Customer to the Company, whether invoiced or not, inclusive of one-time, registration, testing and installation, Service Equipment and Service rental, billing, network service/feature change, transfer /shifting, reconnection, usage based charges and Security as set out in the CRF and all other fees, rates, taxes, levies, penalties and fines for and in respect of provision of the Service and chargeable Service Equipment to the Customer pursuant to the Customer applying for the Service as per the rates set out in the Tariff published by the Company from time to time or any special rates agreed to be granted by the Company, including charges for services availed through the Network on correspondent networks.

"Company or Feel@Home Broadband" shall mean Feel@Home Broadband having its registered office at A-1, Shiv Basav Nagar, Shiv Mandir Road, Ambarnath (E) 421501

"Confidential Information" means all information contained in any media and format, designated as such by either Party including (i) technical or business information or material; (ii) proprietary or internal information of either Party, including but not limited to samples, apparatus and equipment, business policies, Customer databases, developments, trade secrets, know-how and personnel information regarding third parties; (iii) information disclosed pursuant to the Agreement and (iv) all such other information which by its nature or the circumstances of its disclosure is confidential.

"Due Date" shall mean the date prescribed by Company in its invoice or statement of charges, on or by which date the Customer shall make payment of the Charges whether invoiced or not.

"License" shall mean the license granted by DoT to the Company to provide and operate Internet Services.

"Network" shall mean Company's telecommunications network through which Services are made available. "Party" and "Parties" shall mean, respectively, either or both of the parties to the Agreement. "Provisioning Entity" means any entity or affiliate providing a Service to Customer other than the Company, which may be a subcontractor of the Company, including licensed carriers or service providers in territories where the Company is not licensed to provide the Service.

"Purchase Order" ("PO") shall mean the Customer's documents, if any, by which the Service may be ordered from the Company.

"Security" means a cash deposit, director's guarantee, parent company guarantee, credit card payment, direct debit guarantee or bank guarantee or any other valid security or any combination of these as determined by the Company.

"Service" shall mean the Service subscribed to, by the Customer as indicated in the CRF.

"Service Activation Date" means, the date on which the Customer commences use of the Service or when the Service is activated, whichever is earlier.

"Service Equipment" means the equipment, systems, cabling and facilities provided by or on behalf of the Company at Customer Premises in order to make the Service available to the Customer.

"Service Contract Period" means, the minimum committed subscription period subscribed to, by the Customer for provision of the Service as set out in the CRF.

"Customer" shall mean any person, association of persons, company, proprietary concern, partnership firm or any other entity that has subscribed for the Services under the CRF and includes their respective heirs, executors, administrators, successors, permitted assigns, holding, subsidiary and group companies and sister concerns.

"Customer Premise Equipment" or "Customer Premise Equipment (CPE) " means the existing equipment, systems, cabling and facilities of Customer or provided to the Customer by any third party, which is required for Service provisioning and used in conjunction with the Service Equipment in order to avail of the Service.

"Customer Premises" shall mean the location /or Service Installation Address of the Customer as provided in the CRF where the Service is provided and the Service Equipment is installed.

"Tariff" shall mean the commercial plan or tariff schedule offered by the Company, including but not limited to fees, Charges, rates and related conditions as notified and published by the Company from time to time, in respect of provisioning of the Services.

"Taxes" shall mean all taxes applicable (whether existing or new) on the Service and Service Equipment, for which the Customer is being charged, including but not limited to sales and service tax, VAT, withholding tax, entry tax, octroi, property tax and other applicable taxes or duties.

Scope of Service

- o Delivery of Services- the Company shall provide the Services to the Customer as per the CRF, The Customer undertakes to accept and pay upon the Due Date for the said Services and chargeable Service Equipment in accordance with terms of this Agreement.

- The Company may temporarily suspend whole or part of the Service at anytime without notice, if the Network fails or requires modification or maintenance.
- Provision of the Service to the Customer shall be subject to the terms of the License and the Agreement or any other special terms and conditions of a Provisioning Entity.
- The Service Equipment provided hereunder are provided on an "as is" basis and the Customer's use of the same is at its own risk. The Company does not make and hereby disclaims, any and all other express/implied warranties, including but not limited to warranties of merchantability/quality, fitness for a particular purpose, title and non-infringement and any warranties arising out of the course of dealing, usage or trade practice.
- The Company reserves the right to vary, modify the Service at its sole discretion for technical, business or any other reasons. If a modification to a Service has a material adverse effect on the functionality of that Service, Customer may notify the Company in writing of the existence and nature of such effect.
- The Company may at any time, substitute or change the configuration or routing of its Service Equipment used to provide the Services.
- The Company shall be entitled to determine the most appropriate means of providing the Service, including using a Provisioning Entity to deliver all or part of the Service and the method, technology and route of delivery of the Service to the Customer.
- The Company shall use all reasonable efforts to commence delivery of the Service on the Service Activation Date, subject however to the fulfillment by the Customer of its obligations as detailed in the Agreement.
- The Company reserves the right to use any surplus capacity in the Service Equipment or Network to provide services to any other Customer.

Service Availability

- Service Quality- during the Service Contract Period, the Company shall endeavor to maintain commercially acceptable levels of Service availability and ensure that the Customer is not prevented from making use of the Service as a result of any deficiency or problem in the Network.
- The Company may enter into a separate service level agreements with the Customer, provided that all other parameters not covered in such agreements are governed by the terms and conditions of this Agreement.
- Service quality, functionality, availability or reliability may be affected and the Company shall not be liable for such disruptions/ interruptions/ deficiency in case they are due to the following reasons;

Planned repairs, modifications or maintenance notified to Customer in advance,
 Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,
 Any fault in equipment other than Service Equipment or a fault arising from outside the Network,
 Suspension of Service by the Company as per Clause 8,
 Force Majeure Events,
 Any fault in or damage to Service Equipment or Network or components thereof for reasons beyond the reasonable control of the Company,

Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,
Failure in providing stable power and the other infrastructure required for Service Equipment and/or Customer Equipment,
Customer scheduled maintenance,
Any complaint by the Customer which the Company, after due investigation, finds to be without any basis.

- The Customer shall pay all reasonable costs incurred by the Company in investigating and remedying any Service difficulty which is attributable to:
The negligence, act, omission, breach or fault of the Customer or its agents, or
The failure or malfunction of CPE that connects to the Service as and where applicable.
- In the event of there being any deficiency in the Services or Service Equipment, the Customer shall within a period of seven (7) Business Days from the occurrence of the deficiency notify the Company, and thereupon the Company shall endeavor to rectify the same in a reasonable period.
- This service is governed by the provisions of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act 1933 and Telecom Regulatory Authority of India Act 1997 as modified or replaced from time to time.
- Any Wi- Fi connectivity deployed by subscriber will be activated only after it is registered for centralized authentication system of Feel@Home Broadband Ltd.

Representation and Warranties of Customer (Not Applicable for Individuals)

- Compliance- The Customer warrants that it is a duly organized entity, validly existing and fully compliant with all Applicable Law.
- Licenses & authorizations- The Customer warrants that it has all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Agreement and shall continue to have all such authorizations, licenses and consents as long as it avails of the Services or seeks to exercise and/or enforce any of its rights under the Agreement;
- Customer Premises- The Customer warrants that it has full rights, title and interests in Customer Premises or such rights, approvals and permissions as are necessary to enable it to use the Customer Premises for the purpose of its business.
- No liquidation- There are no bankrupt, winding up or other liquidation proceedings pending or being contemplated by or against the Customer or threatened against the Customer;
- No litigation- There are no other legal proceedings pending or contemplated by or against the Customer or threatened against the Customer, that would materially or adversely affect its ability to perform its obligations under the Agreement.

Billing and payment

- This website is used for Feel@Home Broadband existing clients recharge only, not for a new installation or new clients.
- New connection - Booking of new connection is done only through Feel@Home Broadband executive and booking amount is only to be paid to a Feel@Home Broadband executive carrying a Feel@Home Broadband id only.

- Invoices- The Company shall send bills/invoices/statement of charges (collectively the "Invoice") through post/ courier or electronic media to the Customer. The first bill will be sent to the installation address as given in the CRF. The subscriber can subsequently request for a change in the billing address, if required. In case, subscriber has opted for e-copy, then bill will be sent on his registered email id mentioned in CRF. No physical copy of bill be send to such subscribers. Physical bill copy will be available on demand at a nominal charge, as applicable.
- The Company reserves the right to raise and /or collect Invoice by itself directly or through any of its nominees, agents or franchisees. The Company represents that irrespective of the agency that raises the Charges in the Invoice, once the Customer has paid the Charges, it shall be deemed to have been paid to the Company.
- Payment- The Customer shall pay all Charges to the Company, whether invoiced or not on the Due Date. The Company's acceptance of payment from a third party other than the Customer shall not amount to the Company having contractually assigned, transferred or modified any of the rights or obligations of the Customer under this Agreement to any third party.
- If Customer fails to pay the Charges in accordance with the Agreement, the Company shall be entitled, in addition to any other remedy that it might have under Applicable Law, to do one or more of the following;
- Set off /adjust against the Security, any amounts due and payable by the Customer to the Company pursuant to the Agreement or any other agreement between the Parties for provision of other telecommunication services.
- If recharge is not done or any query, email is to be generated towards contact@fahnet .in

Charge interest on overdue invoices from the Due Date until payment @ 2 % per month or part thereof. Interest shall continue to accrue notwithstanding expiry or termination of the Agreement for any reason.