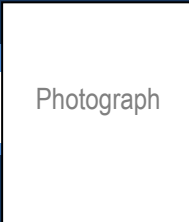




Dated																			
Circuit ID																			



**Customer Application Form - Internet Service (CAF)**

I /We hereby order for CNS Infotel Internet Service subject to terms and conditions as described in the service order form. We furnish the necessary details as follows-

<b>1.</b>	<b>Customer/Organization Name:</b>	
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**ADDITIONAL DETAILS**

1.1	Contact Person Name:																		
1.2	Designation:									Dept. Name									
1.3	Installation Address																		
	City/Town									Telephone:									
	State:									FAX:									
	Landmark									Pin Code:									
	Email id									Mobile No.									
1.4	Customer Purchase Order No									Purchase Order Date									
1.5	Customer Type: (Please Tick	<input type="checkbox"/>	Corporate	<input type="checkbox"/>	ILL	<input type="checkbox"/>	OSP	<input type="checkbox"/>	Single/Multi User	<input type="checkbox"/>	Other	<input type="checkbox"/>							

\* Regulatory Compliance and terms & conditions to be signed and attached.

**INTERNET ORDER DETAILS**

2.1	Type of Order:	<input type="checkbox"/>	New	<input type="checkbox"/>	Upgrade	<input type="checkbox"/>	Shifting	<input type="checkbox"/>
2.1.1	Payment Term:	<input type="checkbox"/>	Monthly	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>	Annually	<input type="checkbox"/>
2.1.2	Contract Period:	<input type="checkbox"/>	12 Months	<input type="checkbox"/>	24 Months	<input type="checkbox"/>	36 Months	<input type="checkbox"/>
2.3	Service specifications:	<input type="checkbox"/>	Bandwidth required	<input type="checkbox"/>	Mbps	<input type="checkbox"/>	Ratio	<input type="checkbox"/>
2.4	Last Mile Media details	<input type="checkbox"/>	Copper	<input type="checkbox"/>	Fiber	<input type="checkbox"/>	Wireless	<input type="checkbox"/>
2.5	Customer end equipment Provided by:	<input type="checkbox"/>	CNS24x7	<input type="checkbox"/>	Customer	<input type="checkbox"/>	Other	<input type="checkbox"/>
2.6	Customer Premises equipment	<input type="checkbox"/>	Router/AP	<input type="checkbox"/>	Quantity	<input type="checkbox"/>	Make	<input type="checkbox"/>
		<input type="checkbox"/>	CNS Provided	<input type="checkbox"/>	Customer owned	<input type="checkbox"/>	if CNS provided then	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	Leased without Rent	<input type="checkbox"/>	Rented/Lease	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Other	<input type="checkbox"/>

Personal Details of Authorized Signatory	Signature with Seal
Name: _____	
Parentage: _____	
Designation: _____	
Permanent address: _____	
_____	
Phone No. _____	
Place: _____ Date: _____	

\*Detailed information (Proof of identity, Proof of address etc) to be attached separately.

- CAF to be read in conjunction with Regulatory terms governing the service
- Information contained here is to be maintained confidential between CNS Infotel Services & the customer



## REGULATORY & OTHER TERMS GOVERNING INTERNET SERVICE

Photograph

- 01 CNS Infotel Services Pvt. Limited (**hereinafter referred to as CNS 24x7**) means a company incorporated under the companies Act, 1956, & **Category-B Internet Services Provider (ISP) Licensed by Ministry of Telecommunication & IT Department of Telecommunication (DOT) Government of INDIA** for Providing wide range of Internet Services and other related value added Services under the brand "CNS 24x7" across the entire area falling within the state of Jammu and Kashmir including the autonomous council of Ladakh.
- 02 Installation Time Period: 7 days from the date of written permission from subscriber for hardware installation along with registration charges and one quarter/month bandwidth charges.
- 03 Down Link: Force Majeure:- If any time duration the connectivity of CNS24x7 service the link performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, act of the public enemy, civil communication, sabotage, fire, flood, wind, rain, explosion, epidemic, quarantine, restriction, strike, lock-out, or act of nature, etc., the subscriber shall not have claim for damage against CNS24x7 in respect of such non-performance of services.
- 04 Re-Connection Fee: CNS24x7 shall charge a reconnection fee of Rs.2000/= in case of prolonged deactivation (more than 3 month)
- 05 Subject to the acceptance of the application and technical feasibility, CNS24x7 will endeavor to provide the Service as soon possible.
- 06 A demand note will be issued to the customer for depositing the charges payable as per tariff plan selected including registration charges for enabling the customer to pay the same before commencement of service.
- 07 The contract with CNS 24x7 for provision of service will be for a minimum period of One Year from the date of commencement.
- 08 The data rates shown as down stream or up stream are applicable only to last mile. However, CNS 24x7 shall not be responsible for leased download speed or upload data rates caused by the accessed website status or the international gateway or the media.
- 09 The IP addresses provided to customer will be Public/Private.
- 10 ***The One Time Installation/Registration charges are non-refundable and the Equipments installed for establishing the connectivity is the property of CNS24x7 and in case customer disconnects or CNS24x7 disconnects the Link ,the customer will return the equipment to CNS24x7 forthwith.***
- 11 Shifting of connection is subjected to the technical feasibility and would be done on payment of applicable shifting charges if possible and CNS Infotel has provision for the same otherwise not applicable.
- 12 In case any hardware, software problems caused CNS24x7 Infotel shall have no responsibility in any case.
- 13 CNS 24x7 Internet Link shall be terminated on subscriber's Servers or Routers, whatever. And shall not be concerned with the subscribers Internal NETWORK/LAN.
- 14 **RIGHT TO TERMINATE THE SERVICES**
- a. **CNS24x7 reserves the right to disconnect the service to any customer in case there is sufficient evidence of the customer intentionally or unintentionally using the service in the manner which would adversely impact CNS Infotel Services.**
- b. **The customer shall be responsible for using the service only for legal and appropriate purposes as per the norms of DOT.**
- 15 **DISCLAIMER**
- a. CNS 24x7 reserves the right to terminate the services in the event of non-payment of bills issued by CNS 24x7 in accordance with the tariff plans opted by the customer and the extend of usage or any default on the part of the customers.
- b. CNS 24x7 will exercise all responsible care in providing its services, but it is not responsible for interruption in service due to power failures, equipment malfunctions or act of natural calamity.
- c. CNS 24x7 is not responsible for subscriber's computer hardware and software or area of internet not under its control. CNS24x7 does not warranty privacy, security or efficiency of the internet.
- d. CNS 24x7 is not responsible for material any person (including family members of the subscriber) may receive or transmit via the internet, or for anything bought or sold via the internet, or for any other result of an action taken by anyone using its services.
- 16 **REGULATORY TERMS & CONDITIONS**
- The Terms and conditions mentioned herein shall form an integral part of the services being rendered and shall be binding on the Customer.
  - The Customer undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Indian Telegraph Act 1885, the Indian Telegraphs Rules, 1951 made there under, Indian Wireless Act 1933, Information Technology (IT) Act 2000 and TRAI Act 1997 and any subsequent amendments or replacements made thereto from time to time.
  - The Customer shall ensure that the Services provided by CNS 24x7 shall not be used for any purposes other than the purposes permissible under the applicable statutory or regulatory provisions as may be amended from time to time by the Telecom Regulatory Authority of India and Department of Telecommunications, Government of India.
  - The Customer agrees and undertakes not to use the Services for any of the following activities:
    - Voice communication by means of dialing a telephone number (PSTN/ISDN/PLMN).
    - Originating the voice communication from a telephone in India.
    - Terminating the voice communication at a telephone within India.
  - The Customer is permitted to use encryption upto 40 bit key length in the RSA algorithms or its equivalent in other algorithms without having to obtain permission. However, if the encryption requirement is higher than this limit, the Customer shall obtain the permission of the concerned Telecom Authority



**REGULATORY & OTHER TERMS AND CONDITIONS GOVERNING INTERNET SERVICE**

- CNS 24x7 may block internet sites as identified and directed by the Department of Telecommunications, Telecom Authority or any other authorized agency from time to time.
- Customer has given CNS 24x7 to understand that the required measures are taken by Customer to ensure that spam/malicious traffic is not generated from customer end. Anytime spam activity/unwanted/malicious is observed from customer link, CNS will terminate the link immediately without any further notice.
- **Customer agrees that CNS24x7 Services must be used only for lawful purposes. Customer may not use CNS24x7's Network and Services in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is fraudulent, obscene, defamatory, libelous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component, (d) containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations or (e) generally, in a manner that may expose CNS24x7 or any of its personnel to criminal or civil liability (f) send e-mail messages which are excessive and/ or intended to harass or annoy others, (g) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (h) send e-mail with forged TCP/IP packet header information, (i) send malicious e-mail, including, without limitation, "mail bombing"**
- The ILL Customer shall maintain a log of all users availing the Services. These logs, as well as copies of all the packets originating from the Customer Premises Equipment ("CPE"), must be available in real time to the concerned Telecom Authority. The Customer undertakes not to permit log-ins, where the identity of the logged-in user is not known.
- CNS24x7 is entitled to refuse, limit, suspend, vary or disconnect the services, at any time, for reasonable cause, including, but not limited, to the following:-
- Any violation of applicable rules, regulations, orders, directions, notifications & conditions.
- if the Customer is in default (including past defaults) in making payment for the Services;
- During technical failure, modification, up-gradation, variation, relocation, repair and/or maintenance of the systems/equipment;
- To combat potential fraud, sabotage, willful destruction, national security or for any other force majeure reasons etc;
- Due to acts of God or circumstances beyond the control of CNS24x7 including insurrection or civil disorder, or military operations, national or local emergency, industrial disputes of any kind (whether or not involving CNS24x7 employees), fire, lightning, explosion, flood, inclement weather conditions, acts or commission of person or bodies for whom CNS24x7 is not responsible or any Act, Regulation or Policy of the Government of India or State Government or any other Statutory Authority.
- If Services are used in violation of any law, rule/regulation; or for a purpose other than declared by the Customer at the time of subscription.
- Any bonafide action taken by CNS24x7 to protect its Intellectual Property Rights (IPR).
- The customer agrees that he shall not undertake or engage in re-selling of services availed from CNS Infotel Services Pvt Ltd under any circumstances.
- CNS24x7 may change, amend or revise the above regulatory terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed to be effective upon posting an updated and duly dated regulatory compliance to the Customer via email, fax, and post or through any other medium opted by CNS24x7.
- In the event the Customer (Like Hotels, colleges, cyber café's, or any Govt. departments etc.) installs any Wi-Fi network of its own, the Customer shall inform the same to CNS Infotel Services management.
- Undertakes to use the secured Wi-Fi network connection to avoid any misuse.
- Undertakes that he shall be solely responsible for any use/misuse of due to any Wi-Fi installation.
- Is required to set up and maintain its own authentication for its internet usage / Wi-Fi services.
- ILL Customers undertake to keep a log of all the events for a period of at least one year and shall provide the same to the CNS Infotel/regulatory and/or security agencies.

Details of Authorized Signatory	Signature with Seal
Name: _____ Designation: _____ Parentage: _____ Permanent address: _____ _____ Phone No. _____ Place: _____ Date: _____	