

CUSTOMER APPLICATION FORM (CAF) FOR NEW INTERNET CONNECTION**SIKKA BROADBAND PRIVATE LIMITED**

Sikka House, 6 La Place Bungalows, Hazratganj, Lucknow (UP)

Customer Care Call/SMS: +91 8574412345/+91 9721912345

Support E-Mail ID: care@sikkanet.com

(Please Fill Information in CAPITAL letters)

Photograph of
The Applicant/
Authorized
Officer of the
company with
signature overlap
on photo as well
as form.

Dear Sir,

I/We the undersigned require the below service/s & apply for Internet Connection as per signed CAF
 Broadband Landline Lease-Line Cable TV IPTV CCTV Wi-Fi Hotspot

 1. Name of Applicant & Title Male Female Organization Others

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2. Fathers Name / Husband Name / Head of the Organization

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3. Occupation of Applicant / Office Name / Nature of Work

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4. Installation Address.

Flat No.	Building Name		
		City:	PIN:

5. Address Official / Residential / Billing Address

Flat No.	Building Name		
		City:	PIN:

6. Mobile1:

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 Mobile2:

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7. Nationality: _____ 8. Email ID: _____

9. Purpose of Connection: _____ 10. PAN No.

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11. Installation Address Proof. & No: _____ 12. Aadhar No. _____

13. GST No: _____ 14. DOB: _____

15. Please Sign the Customer Activation Contract below: - 16. Referred By: _____

This Customer activation contract is made between Sikka Broadband Pvt Ltd (SBPL) and the customer (details mentioned in the Customer Activation Contract above). The Customer activation contract includes the Customer Application Form (by reference). The Customer premises equipment shall at all times remain the exclusive property of SBPL. Upon completion and submission of the Customer Application Form, SBPL shall provide the CPE to the Customer, which will facilitate the Customer to get an internet signal. The Customer shall use the CPE as per instructions stated in the manual. The Customer shall not use the CPE for any illegal activities. The Customer shall use the CPE for self-use only at the installation address stated in the Customer Application Form and shall not transfer the CPE to any third party/place. Customer shall provide stabilized power supply to CPE. Any damage to CPE, customer has to pay activation charges again. I (Customer) accept the connection and agree that activation charges and advance payments made by me are for a lock in period and are Non-refundable under any circumstances.

Customer Payment Details

17. a) Activation Charges: _____ b) Advance Rental Charges: _____ c) Wi-Fi Router Charges: _____

d) Security Deposit: _____ e) Other Charges _____ f) Total Amount Paid: _____ /- (Inc. GST) g) Plan Name: _____

h) Paid By: Online Ezetap Cheque Cash DD IMPS QR Code i) Bank Name: _____

j) Reference No. & Date: _____

18. I/We declare that above-mentioned details in the Customer Application form are true to the best of my knowledge & I/We agree to Call on Customer Care Number (+91 8574412345 / +91 9721912345) or Email: care@sikkanet.com for any complaint or other query.

Note: The Customer activation contract must be signed by the Customer only. The SBPL authorized representative would require the customer to furnish a copy of a valid photo identification proof, e.g. Voter ID Card, Driving License, PAN, GST Registration, Photo, Credit Card or Passport at the time of signing of the CAF duly attested by Customer with signature proof & installation address proof.

Customer Signature with Stamp _____ Date: _____

**FOR OFFICE USE ONLY**

PPPOE Username _____ IP Details _____ Date of Activation & time: _____

I/we (Sale Executive/Manager) hereby confirm to have met the customer and duly verified the photograph, signature, all details in the form and documents given in the relationship form with their respective originals and the form has been duly signed by the applicant in my presence. Further I/we hereby undertake and confirm that the form is completely and correctly filled and all necessary documents are in order and in case of any deviation I will be personally liable for the same.

(Sales Executive) Name: _____ Sign: _____ Emp. Code: _____

Verified by Sales Manager Name: _____ Sign: _____ Emp. Code: _____

Payment Date, Details & Amount: _____

Payment Breakup: (1a) Activation: _____ (2) Plan: _____ (3) Router: _____ Total: _____

(1b) Security Deposit: _____ (1c) Landline: _____ Comments: _____

Customer Lat. /Long: _____ Fiber JC Lat. /Long: _____

Serial No/Order No: _____ Wire Length: _____

The Subscriber agrees to take the new Internet connection being provided by M/s Sikka Broadband Pvt. Ltd. Lucknow (UP) on the following terms and conditions:-

~"SBPL" or The company means "Sikka Broadband Pvt Ltd" (formerly known as Gortm cable Network Pvt Ltd) CIN: U92199UP2002PTC026719, PAN: AACCG3221E, GSTIN: 09AACCG322E1Z3, having its registered office at Sikka house, 6La Place Bungalows, Hazratganj, Lucknow-226001.

~"Services" means Broadband Internet service, ILL or other value added services as advertised & offered by SBPL.

~"CAF" shall mean this document/agreement containing terms and conditions on which SBPL is offering its services.

~"Customer" shall mean any person/ organization who subscribes to the internet access services by accepting and signing this CAF for the provision of Services.

~ "CPE" means the customer Premises Equipment(s) installed by SBPL or its agents/business associates at Customer's premises, which is owned by SBPL or its agent/business associate and is provided to the customer on right to use basis only.

All Broadband plans Speed are on Upto basis, redistribution/commercial usage will lead to account termination.

1. Registration charges / Activation charges/Re- Activation charges / Installation charges / Monthly Bandwidth Rental charges / Advance Rentals /GST / Other Value-Added Services charges / Shifting charges / Repairing charges etc. shall be charged as agreed upon between Sikka Broadband Pvt. Ltd. and the Subscriber.

a). Besides rentals, additional charges for value added services as applicable, shall be payable by the subscriber on monthly, bimonthly, quarterly, half yearly or yearly basis as billed by SBPL.

b). Connection, Activation and installation charges are Non-refundable under any circumstances.

c). 18% surcharge shall be charged on bill amount towards GST and/or as applicable as per the Indian Law.

d) **Connection will be activated within a period of 15 working days from date of accepting the CAF. Amount deposited by the customer shall not be returned under any circumstances within this period. In case of cancellation of connection by the customer after filling CAF, activation charges as mentioned in CAF or Rs.3500/- + tax whichever is more shall be charged by SBPL and balance will be returned to the customer in his bank account only.**

e) **The customer shall pay the Security Deposit as mentioned at the time of booking of SBPL services. Upon Termination/ Expiration of the services, the security deposit shall be refunded to the customer, subject to the return of Customer Premises Equipment (CPE) in good working condition and to the satisfaction of SBPL, failing which deductions shall be made by SBPL. Security Deposit amount shall be forfeited after 1 year from date of activation and shall be adjusted as "CPE" Charges.**

f) SBPL will provide maximum upto 30 meters of Optical Fiber Cable (OFC) length for connectivity to the Customer Premises Equipment (CPE), from "Floor Distribution Point" (FDB). For any additional OFC Customer shall be charged @ Rs.35/-/meter. Concealed wiring is the responsibility of the Customer.

g). Installation and Shifting of connection is permissible within the jurisdiction of SBPL service Area and the location of the Terminal point. Installation and Shifting charges Rs. 3500/- or more (subject to feasibility) shall be charged each time within operational area of the services on OFC. In case of wireless link if tower required to be shifted, addl. charges Approx. 10,000/- per section of 10ft. or more will be levied accordingly. Any theft or damage due to natural calamities to the network equipment shall be at the complete risk and cost of the subscriber and SBPL shall never be held responsible for the same.

h). SBPL will restore any CPE related Service problem at no cost to the Customer, given that the CPE malfunction is not due to any mishandling by the Customer. In case the Service problem is due to CPE being damaged by the Customer, knowingly or unknowingly, then SBPL shall charge the Customer the CPE replacement fee of Rs. 5000 (Rupees Five Thousand Only) or the actual cost of CPE, whichever is higher.

i) Customer hereby permits and undertakes to procure all necessary permissions to permit the Company, access to the Premises on need-basis, for the purposes of installing, commissioning, repairing and maintaining the FTTH Assets and/or the Service Equipments.

2. a) Subscriber will pay bill issued by SBPL for rentals charges on or before "Pay by date", failing which Sikka Broadband Pvt. Ltd shall have the right to disconnect the services.

(b) All internet services are prepaid and services will be automatically terminated in case of non-payment. All bills should be paid in full. Part payment towards the same is not acceptable.

c). The Levy of additional surcharge on delayed payments of bill for services will be applicable.

d). The payment of the bill will be accepted by the authorized personnel in the office of Sikka Broadband Pvt. Ltd. by Cash / Cheque / Draft in favor of "Sikka Broadband Pvt. Ltd." Payable at Lucknow. (Outstation and Postdated Cheque are not accepted) There should be one Cheque / draft for each bill separately. Connection Number and date of Bill may please be mentioned at the back of the Cheque / draft. Proper receipt to be obtained by the subscribers for payment.

NEFT Details: ICICI Bank Ltd., Account Number: 628105034194, IFSC Code: ICIC0006281

e). Disconnection due to Non-Payment the service will be disconnected if the bill is not paid on or before " Pay by Date" or if the cheque rendered for payment is dishonored by bank. No reminder will be issued. This is without prejudice to any action that might be taken for disconnection of the service for non-payment in time. Cheque dishonor charges of Rs.500/- shall be charged each time.

f). After disconnection on account of Non-Payment, connection can be restored, on clearance of all outstanding dues (which includes bill amount, surcharge, cheque dishonor charges, reconnection charges, etc. may be applicable). Restoration charges of Rs. 500/- will be charged from the first day of disconnection of service. If the dues are not paid within 30 days from the date of disconnection the connection will be treated as permanently closed and may not be restored. Rental and minimum service charges for the period the services remain disconnected will be payable in all cases. Equipment and accessories will be withdrawn being as property of Sikka Broadband Pvt Ltd on disconnection.

3. (a) The service is terminable either by Sikka Broadband Pvt. Ltd. or subscriber by giving one month notice in writing to that effect under the normal circumstances but not for lock-in period. (For Post Paid)

b). The DOT reserves the right to take over the entire services and network of the licensee revoke / terminate / suspend the license in the interest of National security or in the event of Natural Emergency / War Law intensity conflict type of situations. The subscriber shall not sublet the services provided by SBPL.

4. All charges are subject to revision by Sikka Broadband Pvt. Ltd. from time to time and terms & conditions are subject to modifications / directions / instructions of the Department of Telecommunication or the Government as may be applicable from time to time.

5. All instruments, cables, lines, connection numbers, equipment's and wires, towers shall be the absolute property of Sikka Broadband Pvt. Ltd. Hence subscriber is not authorized to change or transfer the same without written permission of company. The Customer shall immediately inform SBPL of any damage/loss/theft of any equipment provided to the Customer by SBPL and shall be liable for all charges/cost towards the repair /replacement of the same.

6. If at any time, during the continuance of Services, the Services are interrupted, discontinued either whole or in part, by reason of war, war-like situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any others Acts of God, the Recipient shall not make any claim against the Company.

7. SBPL will not be liable to give any rebate or compensation in billing due to fault in lines/ technical fault in control room /unforeseen event. In case of connection line faults any rental rebate will be given as per rules, and the party has to inform regarding rebate in writing at Sikka Broadband Pvt. Ltd. Bill amount will be subsequently discounted in the next bill. Any damage to equipment /peripherals due to natural calamities, damage cost will be borne by the customer.

8. The Customer shall not change/alter/modify the CPE installed in its premises by SBPL or its agents/ business associates, without prior written approval from SBPL. Any change /alteration /modification in the CPE without the prior written approval of SBPL shall be deemed to be unauthorized and violative of the terms and conditions and shall entail immediate disconnection /de-activation /termination of Services.

9. SBPL reserves the right to introduce/withdraw/extend any Scheme(s) at its discretion from time to time, and such Scheme(s) will have a specific validity period within which the Customer can subscribe to them.

10. Any variation of government levies and charges by DOT shall be applicable to the subscriber" account without prior notice. Any notice, which may be given by Sikka Broadband Pvt. Ltd. under this arrangement, shall be deemed to have duly given, if delivered at the said premises or if sent by Registered post to the subscriber's usual or last known address. Earthing and provisioning of spike/lightening arrester be arranged by customer to their premises.

11. a). All speeds are measured from the customer's ONU equipment to Sikka Local Speed test server. All Broadband plans Speed is on up to basis having contention ratio (1:4). The speed is measured on a wired Ethernet connection. As Wi-Fi speeds are prone to external factors (interference, end device capability and proximity from the router), the speed might vary.

b) The company and/or its affiliates do not guarantee compatibility with all operating systems, devices, networks, applications of the recipient and all versions of them. The use of service equipment, FTTH assets, platform, applications and services may require upgrades to systems, devices and equipment of the Customer.

c) Customer shall not host, display, upload, modify, publish, transmit, update or share any information which violates any law for the time being in force.

12. The Public IP address allocation will be as per policy of APNIC (Asia Pacific Network Information Center, Australia) and SBPL and subject to availability with SBPL. The IP Address will follow be allocated as per SBPL policy and as per the product specifications.

13. If Voice over Internet (VoIP) be used, customer should agree to comply to the below mentioned points: a). Will use Voice over Internet as per the ITSP license which states Internet Telephony as a service to process and carry voice signals can be offered through public Internet by use of Personal Computer (PC) or IP based Customer Premises Equipment's (CPE) connecting the following only: (i) PC to PC; within or outside India (ii) PC in India to Telephone outside India (iii) IP based H.323 / SIP terminals connected directly to ISP nodes to similar terminals within or outside India. b). Addressing scheme for Internet telephony shall only conform to IP Addressing Scheme of Internet Assigned Number Authority (IANA) exclusive of National Numbering Scheme plan applicable to subscribers of Basic/cellular telephony service.

14. Termination device details (Please tick one): a) Voice gateway / Router with Analog Handsets. b) Voice gateway with PAX connectivity (Without any PSTN interconnection). c) Direct termination on from router to handsets. d) SoftPhone. e) IP Phone f) Any other.

15. As per the License obligations and conditions thereof I/We hereby agree for the prohibition of the under mentioned activities as part of Internet Telephony:

(a) Voice communication from anywhere to anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering Plan is not permitted.

(b) Originating the voice communication service from a Telephone in India is not permitted.

(c) Terminating the voice communication to Telephone within India is not permitted.

(d) Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ ISDN/PLMN in India is not permitted. (e) Any hardware/software which are identified as unlawful and/or render network security vulnerable shall not be used. (f) Will not misuse the connection in any manner in violation of the law of land.

16. The Recipient acknowledges and agrees that, the Company shall not be liable for any indirect, incidental, special, consequential or exemplary loss or damages, howsoever arising, including loss of data. The Company shall not be responsible for any loss or damages caused to the Premises and/or bodily injury and/or death caused to any person, in any manner, howsoever caused, due to the FTTH Assets and Service Equipment installed and commissioned at and/or used by the Recipient, at the Premises.

17. I/We hereby give Sikka Broadband Pvt. Ltd and its Associates/ Partners the right to:

a. Visit the Customer Premises and verify the validity of above stated information at any time during the Service Contract Period unhindered and without prior notice

b. Take corrective action in case of misuse of the Service or breach of any Applicable Law, which include but is not limited to blocking of offending traffic, termination of Service after giving due notice and reporting the incident to appropriate Authorities

c. Monitor the utilization pattern, traffic for regulatory compliance

d. Take any further action which it deems fit in the circumstances to ensure compliance with Applicable Law

e. The decision of Sikka Broadband Pvt. Ltd or its associates shall be final. Any damage of tower and eqpt in client complex will be recovered by the customer.

18. All advance payments are only for lock in period and NO refund will be made. However, in case of dispute Rs 3500 + taxes or more will be charged and deducted against activation charges. Thereafter only the balance amount will be paid back after deducting Govt. charges on the entire amount received along with monthly charges for the services and that too 14 days after receipt of Customer premises equipment from the customer end in working condition which will be deposited by the customer in SBPL office.

19. Broadband plans once selected will only be allowed to be changed at the sole discretion of SBPL.

20. Any Wi-Fi Connectivity deployed by subscriber has to be activated only after it is registered for centralized authentication with Sikka Broadband in compliance DOT Letter No.820-1/2008-DS Pt. dated 23-02-2009.

21. The Customer undertakes to indemnify and hold SBPL harmless against any liability, which may arise on account of the Customer's act of omission or commission.

22. The Customer agrees to comply, at all times, with all applicable laws, bye-laws, rules, regulation, order, direction, notification, etc., of the Government/ Court/ Tribunals/ DOT/ TRAI /Information Technology Act, 2000 as amended and shall also comply with all the direction issued by SBPL which relate to the network, the Services, equipment, or connected matter and provide SBPL with all information and co-operation as reasonably required.

23. The Customer agrees that it shall not communicate, send, transmit, download or in any way Deal with any objectionable messages or communications, which are inconsistent with the established laws of India, over the network offered and established for providing the Services. Customer shall not resort to hacking, cracking, spamming, bulk messaging, destroying, defaming or corrupting any sites/user(s) on the Internet or on SBPL's network, nor shall it indulge in any of the offences, more specifically defined under the Information Technology Act, 2000. Without prejudice to any action under law for the time being in force, violation or breach of any of these terms and conditions shall entitle SBPL to terminate the said Services immediately and any such termination doesn't restrict SBPL's right to take action and/or seek remedy for any damages /costs resulting out of Customer's such activities.

24. SBPL reserves the right to terminate any/all of the Services at any time without notice and Further obligations to the Customer and without limiting any other remedies available to SBPL if any of the following events should occur: a) Customer is in material breach of any of the terms or conditions mentioned herein. b) Customer is found tampering or has tampered with any equipment and/or configuration of equipment of SBPL or provided by SBPL, without the prior written approval of SBPL. c) Customer is found violating any act in force by illegal usage of SBPL Services. d) In case of non-payment of dues by due date, re-activation will be done only after the payment is credited to the account of SBPL and SBPL reserves the right to charge an additional service re-activation fee and the Customer agrees to pay such charge.

25. SBPL shall not be liable for any act of its agent and/or Business Associate outside the scope of Services. SBPL's liability is limited to the Services rendered by it.

26. In view of providing an optimal quality of service in a fair manner to all Customers connected to its Network and Services, the Customer acknowledge and agree that SBPL shall have the right (but not the obligation) to monitor and apply policies to any and all transmission via the Network and Services and that SBPL shall have the right and sole discretion to determine whether the transmission violates this Agreement and /or any prevailing Law, Directive, Regulation, and that the Customer shall abide by such determination.

27. The Customer shall also pay to SBPL any regulatory fees charged to SBPL by any Government Authority, in connection with Services. "GST Act" shall mean any Act imposing or relating to the imposition or administration of the tax by State or Central government under State Good & Services Act (SGST), Central Goods & Services Act (CGST) or Integrated Goods & Services Act (IGST).

28. I declare that the information provided on Application form is correct and the above mentioned Connectivity will be used within the framework of regulatory conditions and the applicable Laws only. This declaration shall form part of the Agreement (CAF) under which the Services have been taken from Sikka Broadband Pvt. Ltd and its associates, and all the terms and conditions of the said Agreement would apply equally to this declaration. I/We hereby agree to abide by the terms and conditions annexed to the application form as amended from time to time for the provision of service and other declarations.

29. Any disputes and differences arising between the Customer & SBPL will be referred to a sole Arbitrator to be appointed by SBPL. its decision shall be final and binding on both the parties. The provisions of Indian Arbitration and Conciliation Act. 1996 would apply. The Court in Lucknow will have jurisdiction for the purpose of this CAF.

Place: Lucknow

Date:

Customer Signature