

A - NAME AND ADDRESS OF THE SERVICE PROVIDER:
ORTEL COMMUNICATIONS LIMITED

CORPORATE OFFICE:	REGISTERED OFFICE:
C1, Chandrasekharpur, Behind RMRC, B.D.A. Colony, Bhubaneswar, Odisha, India – 751016, Tel: 0674-3911200, Fax: 0674-2303448	B-7/122 A, Safdarjung Enclave New Delhi-110029, Tel: 011-46868800, Fax: 011-46868801
WEBSITE: www.ortelcom.com	

B - SERVICES OFFERED BY THE SERVICE PROVIDER, INCLUDING THE DETAILS OF GEOGRAPHIC AREAS WHERE SUCH SERVICES ARE AVAILABLE:

We offer **Broad Band Service** vide License Number **820/974/07-LR** dated 26.11.2007 in the following geographic areas:

LOCATION	CONTACT ADDRESS
ANGUL	Police Training Chhak, Turang, Near Hotel Prashanti, NH-42, Angul, Odisha.
BALASORE	Vivekanand Marg, Near Chidiapole, Balasore, Odisha.
BERHAMPUR	Plot No: 774, Khalasi Sahi, Behind Stadium, Old Bus Stand, Berhampur, Odisha.
BHILLAI	Plot No-252, Street No-4/5, Pragati Nagar, Raisali, Bhilai-490006, CG.
BHUBANESWAR	C-1, BDA Colony, Behind RMRC, Chandrasekharpur, Bhubaneswar, Odisha.
CUTTACK	5th floor, Bhartiya Tower, Badambadi, Cuttack, Odisha
JHARSUGUDA	Kali Mandir Road, Pahadi Mandir Chowk, Jharsuguda, Odisha.
KHURDA	Old LIC Building, Near Godiphokhari, Main Road, Khurda, Odisha.
KOLKATA	CF - 127, Sector - 1, Salt Lake, Kolkata – 700064, WB.
PARADEEP	Shop No.: 13&14, Madhuban Market Complex, Paradeep, Odisha.
PURI	VIP Road, Opp. Hotel Lee Garden, Puri, Odisha.
RAIPUR	Bhalla House, Meera Dutar Road, Near Bottle House, Shankar Nagar, Raipur -492007, CG.
ROURKELA	E9, Koel Nagar, Rourkela, Odisha.
SAMBALPUR	3rd Floor, Paradise Chamber, Budharaja, Sambalpur, Odisha.
VIZAG	Silpika, 1st Floor, Naval Park, Near Scindhia Junction, Vishakhapatnam – 530014, AP.

General Email Id : headcustomercare@ortelgroup.com

General Information Number : 977-609-1111

C - TERMS AND CONDITIONS OF SERVICE OFFERED BY THE SERVICE PROVIDER:
TERMS AND CONDITIONS OF SERVICE AS MENTIONED IN THE CAF (CUSTOMER APPLICATION FORM)
1. Acceptance of this Agreement:

By signing this Agreement and returning it to Ortel at the Ortel address set forth in the “Contact Us” section of this Agreement, or by utilizing Ortel’s Ortel Broadband Service, you are hereby accepting this Agreement (together with all of its attachments and the policies attached here to) and agreeing to abide by its terms and conditions as they may be amended from time to time. If you do not accept this Agreement, you should not utilize the services offered here by Ortel. Please take the time to read this Agreement carefully. The terms and conditions of this Agreement may be amended from time to time by Ortel by posting such changes at www.ortelcom.com or cm.ortel.net (the “Ortel Broadband Service website”). Continuation of use by you after a change to these terms and conditions has been posted on the said website by Ortel shall constitute acceptance by you of such changed terms.

2. The Service, installation and Access:

(a) Service Subject to and in accordance with the terms and conditions of this Agreement, Ortel will provide to you at your Office/dwelling place within Ortel's coverage area, one cable outlet and Cable Modem(s) (hereinafter referred to as "Ortel Equipment") for connection to be connected and installed only by Ortel or its contractor, in addition Ortel will also provide the internet Access through its cable network In return for the initial charges and monthly payments The provision of Ortel Equipment and Internet Access are collectively referred to herein as "Service"

(b) Installation and Access. Ortel will schedule one or more installation visits with you before the Visit is made you will have to get one NIC (network interface card) fitted and configured on your computer and confirm the same to Ortel. You or any authorized person on behalf of you must be present at your Office/home during installation. Ortel assumes no liability for files, data or other information that may be lost on your computer system during the installation process. Therefore you should back up your files before installation. After installation and during the term of this Agreement, you shall provide Ortel with reasonable access to your Office/home to inspect, repair and maintain Ortel's equipment. Upon termination of this Agreement or the Service, you shall be obligated to provide Ortel with access to your home to recover any of its equipment Ortel does not take the responsibility to restore or reconfigure your computer after un-installation.

(c) No general or exclusive right to use Ortel Equipment shall be deemed to have been granted to Customer by virtue of this agreement The Service includes only provision of integrated service by Ortel and Ortel Equipment Is intended to be used only in connection and integration with Service. Any use of Ortel Equipment for any purpose other than as a part of Service shall be a breach of this agreement by Customer and shall entitle Ortel to immediately disconnect Service, remove Ortel Equipment and treat this agreement as having been repudiated by Customer.

3. Ortel Support and Maintenance of the Service:

Ortel will provide customer support for use of the Service solely on the equipment. Ortel does not guarantee that the support will be available or that Ortel will make the Service work on your system or resolve all problems in connection therewith. Support will be available on a commercially reasonable basis via telephone, via electronic mail or at the Ortel Internet Web Site. Telephone numbers for such customer support are posted on the Ortel internet Web Site and are included in the Contact Us section of this Agreement If your use of the Service requires that Ortel visit your Site for assistance, repair, installation or connection, Ortel shall be entitled to charge its then prevailing rates and costs for such visit. Ortel does not undertake to correct or repair and shall have no responsibility for software, hardware or equipment that it does not supply, and makes no guarantee that it will be able to fix the software, hardware or equipment even if supplied by Ortel. The Service is provided over an Ethernet-like protocol service over a shared network and users contend for bandwidth Ortel will undertake reasonable network management, traffic analysis, operational procedures and user policies that endeavor to provide appropriate bandwidth at all times for as many customers as possible, but we do not guarantee the availability of any particular bandwidth. The Service is designed to be faster than telephone Internet access service; however, the speed will vary depending upon your computer, Internet traffic and associated equipment and other factors.

4. Your Obligations:

(a) Equipment: NIC (Network Interface Card) you are obliged to get a NIC (10 Mbps or 10/100 Mbps Ethernet card) of reasonable quality "fitted into your computer at your own cost to avail the service. The service can be provided only after confirmation of the same

(b) Payment: (i) Installation fee and Subscription fee are payable In advance before the installation. Monthly Service Charges, Monthly bandwidth charges, are payable every month In advance by the 15th of the preceding month any such date determined by Ortel. As such charges and Fees may be changed from time to time by Ortel in Its discretion upon reasonable notice to you (Including by posting such change In advance of the change on the Ortel internet Web Site). You shall be liable for all existing central, state and local fees and taxes imposed on such charges and also for the new taxes Imposed In future by these agencies from time to time.

(ii) **Cancellation of Service.** Ortel has the right to stop the service any time in case of any misconduct/breach of contract. The service to you may be disconnected without any separate notice, as the notice is given in the arrear bill, which is mentioned in "Section-1" of Instructions and information, printed overleaf of the said bill, in case of

failure to pay the monthly charges. If you cancel the Service for any reason, Ortel will not be required to refund to you any portion of the monthly charge paid (or to be paid) by you for the month cancellation occurs.

(iii) **Shifting of service to some other premises.** Ortel does not guarantee that the service will be provided at the new requested premises. Service at the moment is available in selected areas and may be extended to other areas depending on technical feasibility and other restraints. Service Is Intended for the site for which It Is provided initially and for which this agreement is entered into.

(iv) **Failure to pay:** If you fail to pay the monthly charges within five days of the due date, Ortel may impose a late fee and/or impose a penalty and/or disconnect the Service, in its discretion. Ortel may also charge a service fee and/or penalty for all returned cheques.

(v) **Re-connect and re-Installation fee:** If you disconnect the Service, request that the Service be disconnected, or if your Service is disconnected due to nonpayment or other breach of this Agreement, and if Ortel agrees to reconnect the Service, you will be obliged to pay a reconnect and reinstallation charge as Imposed by Ortel.

(vi) **Charges for other services or goods:** Ortel may decide to introduce some new services In future and you may decide to avail those additional services or purchase goods offered by Ortel or by third parties. Such services and goods are not covered by the monthly fee and you will be charged separately for those extra services Introduced from time to time.

(c) Your Online Conduct and Use of this Service: As a condition of this Agreement, you agree to use the Service In accordance with the terms and conditions of this Agreement. You understand that Ortel has the right to enforce these terms and conditions In its sole discretion. In the event of a violation by you, Ortel may, among other steps, Issue a warning, suspend or terminate your Service, remove posted content, and or filter internet transmissions, and Ortel has no obligation to notify you prior to taking any such steps. Ortel reserves the right but has no obligation to monitor compliance and investigate violations of this Agreement including by monitoring bandwidth, usage and publicly posted content, gathering Information from you and other users, and examining material on Ortel's servers and network. Ortel shall not be liable for any disciplinary actions taken to enforce this Agreement.

(d) Use by minors: While you have represented to us that you are at least 18 years of age and Ortel relying on that representation, wish to express additional cautions In connection with any use of this Service that you allow to be made by minors with your computer system, your password, name or user name. You shall be responsible for such use and we strongly recommend that any use of this Service by a minor be conducted under the supervision of a responsible adult.

(e) Responsibility for security of your credit card and/other information you provide on the Internet: From time to time you may decide to visit various third party sites or to order products or services from third parties when you access the Internet We recommend that you use good common sense when making your credit card and any other Information about yourself available to others on the internet. You are solely responsible for the security of your credit card and similar information from unwanted charges or use.

(f) Current address and Information: You are required to keep us notified of any changes in the information you provide to us, Including when you initially register to use the Service. Of particular Importance IS the need for your current address so that we may contact you if needed.

(i) The Service is provided to you solely for your personal/commercial use via your personal computer at your office/home.

(ii) You agree not to use the Service as an Internet service information provider or for any other commercial venture of any nature, Including, without limitation, reselling, redistributing or licensing access to the Service.

(iii) You understand and agree that the browsing and download speed depend upon between your computer system and the site you are logging, its response time and the round-trip time.

(iv) **256/512 kbps/1Mbps Shared Service:** You understand and agree that 256/512 kbps/1Mbps shared Service means that a number of customers 256/512 kbps/1Mbps bandwidth at any given lime with 80% reliability, having varying bandwidth of 0-256/512 kbps/1Mbps Is available depending upon the cluster.

(v) You understand and agree that your accessibility download usage is limited to subscribed plan by you in a month. For every excess download usage amount you' shall be charged at Rs. 0.75/-per MB in multiples of 1 MB. You have a limit on the access point to the Internet connection provided up to 1/4/8/16/unlimited Nos. only. Download carried out between 1 AM to 7 AM (for limited Plans) is free of download charges and is exempted from the calculation of download limit.

(vi) Buy- Back (Refund) Option- Ortel runs different schemes from time to time and the refund to the customer in the installation amount would be subject to the scheme prevalent at that particular point of time provided the Cable Modem is returned in good and working condition as certified by the company. **Ortel is having the right to keep the modem given by you, in any case it is not refundable.**

(vii) Theft of Service. You may not use any service offered by Ortel for which you do not have an active account. If such activity is discovered, Ortel may pursue all of its remedies, including, without limitation, by charging for such additional use.

(g) Assignment or sharing of Service: You may not resell, share, sublicense or otherwise distribute the Service or any portion thereof to any third party without the prior written consent of Ortel. For example, you may not provide Internet access to others through your connection, host shell accounts, provide e-mail or news services to others, or send a news feed.

5. Your Warranties, Representations and Indemnifications:

(a) Warranties and Representations. You warrant, and represent that: you are a major; you will use the Service only in accordance with this Agreement; you will make all payments required herein, and you are a lawful resident of India or an Indian citizen.

(b) Indemnification You agree to Indemnify and hold harmless Ortel (Its affiliates, subsidiaries, shareholders, officers', directors, employees, contractors, agents and representatives) (together "Ortel indemnified Entitles") against any cost, claim, liability or expense any of the Ortel) Indemnified Entitles Incur as a result of or arising out of.

(i) Your breach of this Agreement or your warranties and representations made herein;

(ii) Your willful, negligent, tortuous or criminal acts or omissions;

(iii) Any Improper use of your password, name or user name;

(iv) Your violation of any third party rights. In the event of any claim, which, if true, would be subject to Indemnification hereunder, Ortel and/or the affected Ortel Indemnified parties shall notify you and you shall cooperate in their defense at your sole cost and defense. As part of your Indemnification obligations, you agree to reimburse Ortel for any costs It Incurs, Including investigation expenses, due to complaints filed regarding your activity (or activity for which you are responsible) using the Service.

6. Your Privacy and Personal Information:

We consider your privacy to be very important and we want to be sure you are aware of and agree to the way in which we might use personal Information about you. You should keep in mind when you post any Information on the Internet, Including, without limitation, In Chat Rooms (defined below), that the Information you post, whether about yourself or others, may be viewed by others. Use good sense and prudence in determining the extent of personal Information you wish to make available to others.

7. Disclaimers and Limitation of Ortel's Liability:

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE; DATA AND ANY OTHER SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY Ortel ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, 'SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY YOU HEREBY EXPRESSLY AGREE THAT THE USE OF THE SERVICE, THE INTERNET, AND ANY SOFTWARE OR EQUIPMENT PROVIDED BY ORTEL IS AT YOUR SOLE RISK. ANY AND ALL Ortel SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED ORTELMAKES NO WARRANTY THAT THE SERVICE WILL WORK ON YOUR PARTICULAR COMPUTER OR COMPUTER SYSTEM. ORTEL SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO YOUR COMPUTER SYSTEM, DATA, INFORMATION OR EQUIPMENT. ORTEL HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMMES OR OTHER MATERIAL THAT YOU MAY USE WITH OR ACCESS USING THE SERVICE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY COMPLETENESS ALL USELESSNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT SHALL Ortel BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCLUDING LOST PROFITS PUNITIVE OR EXEMPLARY DAMAGES

ARISING OUT OF THIS AGREEMENT OR THE INSTALLATION, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY Ortel, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF Ortel' HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) YOU ACKNOWLEDGE THAT Ortel HAS SET ITS PRICING FOR THE SERVICE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. Ortel is not responsible for Third Party Content, Sites, Services, Products or Unauthorized Access to Your communications:

(a) Unauthorized Access. Ortel's network is a shared one used by users to access a variety of services neither the network nor the Internet itself provides security against unauthorized access others may access or monitor your activity and conduct while you are using the Service. Ortel is not responsible for any unauthorized access to the data, files, transmissions, and communications sent to or from you or unauthorized access to your computer. You are solely responsible for the security of any computer or other device with which you connect to the Service, and any data. Programs or Information stored on that device. If you choose to run applications from your computer system that permit others to gain access to it, you must take appropriate security measures your failure to do so may cause Ortel to terminate the Service.

(b) Bugs, Trojan horses, viruses and similar problems. You understand that Ortel is not responsible for any bugs, viruses, Trojan horses or other damaging attributes that may be found in any software installed on your computer, which you download from the Internet or which gains access to your computer through the Service.

(c) Third party services, products and content. You understand that while Ortel supplies access to the Internet, it is not responsible for the services or products offered by others on the Internet, nor is Ortel the publisher of any information on the Internet that is provided by others, including, without limitation, other users on bulletin boards, in chat rooms and similar venues. Ortel makes no commitment to review, monitor or filter and does not endorse or otherwise vouch for, any service, product, information, programs, data, or content sent, 'accessed, offered or advertised over the Internet or otherwise made available to you by any individual, information provider, on-line service or content provider. Such content may include profane, obscene, and indecent. Disturbing illegal, abusive, infringing, and offensive or other material you may find problematic. Ortel is not responsible for any such content. Ortel reserves the right to take a variety of steps, including, without limitation, removing (temporarily or permanently), filtering, canceling and/or blocking any material that in its sole judgment is in appropriate or violates the terms and conditions of this Agreement although Ortel is not responsible for any failure or delay in taking any such step.

9. Contact Us:

(a) **Billing Information:** Questions or Concerns. If you have questions or concerns or simply would like more information about the costs you might incur in using the Service or with your particular account, please contact us at: Ortel Communications Ltd., Behind RMRC, Chandrasekharapur, Bhubaneswar-751016 Tel: 0674-3983200.

(b) **General Information:** For general information about Ortel and Ortel Services, please contact us on Tel No. 9776091111. For customer service and support, please contact: Tel No 9776091111 or our website: www.ortelcom.com

10. Term and Termination:

(a) **Termination by Ortel:** Ortel reserves the right in its discretion to suspend and/or terminate this Agreement and to disconnect the Service, in whole or in part, at any time, with or without cause and with no obligation of prior notice to you. Ortel may also pursue any other legal remedies it deems appropriate.

(b) **Termination by you:** You may terminate the Service at any time by calling us. Cancellation will take effect as of the date on which Ortel schedules and completes the disconnection of your broadband Service. You shall be obligated for the monthly charge in which termination became effective. Your sole remedy against Ortel in the event

of dispute arising out of this Agreement, software or equipment supplied by Ortel, the Service or your use thereof, is to terminate this Agreement.

11. Jurisdiction:

This Agreement is subject to the jurisdiction of Bhubaneswar only

Disputes: If you have a complaint regarding any aspect of your service, we encourage you to first contact our Customer Service Department. Billing complaints not made within 60 (sixty) days of the billing In question may not be honored, if you are not satisfied with the manner in which your concern has been addressed after speaking with the Customer Service . Department, please submit your complaint in writing to the Nodal Officer. Ortel broadband Services at the address listed on your monthly bill. Should you remain dissatisfied?

You may contact the corporate office of Ortel at the following address:

Ortel Communications Ltd., C-1, Behind RMRC, Chandrasekharapur, Bhubaneswar-751016 or

Mail us at: nodal@ortelgroup.com

All disputes, controversies, or differences that may arise between the parties out to or in any manner relating to or in connection with the Service or this Agreement, or the breach thereof, shall be submitted to and settled by binding arbitration such arbitration shall be conducted in accordance with the rules of the Indian Arbitration & Conciliation Act. Any arbitration proceeding shall take place Bhubaneswar, No demand for arbitration or action or any kind or nature arising out of this agreement or out of any use of the Services by Customer, shall be brought by a party more than 'one year after the date on which the cause of action first arises. The Courts in Bhubaneswar shall have jurisdiction only for the purpose of arbitration the parties hereby agree not to proceed before any other courts then that at Bhubaneswar, if more courts (Including courts at Bhubaneswar) have jurisdiction over the dispute. You hereby agree that you will bring any such dispute singly and not in combination with claims of other individuals

12 Miscellaneous:

(a) This Agreement is your entire agreement With Ortel and is not Intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the Ortel indemnified Parties If any part of this Agreement is held invalid or unenforceable, that portion shall be construed In a manner consistent with applicable law to reflect as nearly as possible, the original Intentions of the parties and the remaining portions shall remain In full force and effect.

(b) The Service is provided to the Site Initially selected by you. You may not transfer the Service to another site without Ortel's prior written consent (even if you move to a new office/residence).

(c) Ortel shall have no obligation to make any specific information, data, service, programs, Newsgroups or other material available through the Service and may block any such material in its sole discretion.

(d) Wherever a remedy is expressly provided to Ortel hereunder, such remedy is intended to add rather than to restrict all of Ortel's remedies in law and equity.

(e) Termination of use upon termination of use the customer has to clear all outstanding payments, return all documents/ software's if any, supplied to him by Ortel.

(f) Warranty the cable modem supplied to you by Ortel has a standard warranty for twelve months from the date of Installation. Upon expiry of the said warranty, the cable modem will be under an AMC at the quoted price by Ortel. The AMC covers the periodic maintenance of the cable modem time to lime and does not cover the cost of any spares required in order to repair the cable modem However, till such time the defective cable modem is repaired, a standby cable modem will be supplied to the customer on temporary basis.

(g) Ortel has the authority to upgrade, modify, and enhance the service time to time if requirement arises.

(h) Ortel has the right to limit the throughput available through Individual cable modems time to time if requirement arises,

(i) Ortel does not allow any customer to tamper, alter, misuse, remove or replace any equipment as and where installed by Ortel representatives.

(j) Ortel does not allow you to upload, post, transmit or otherwise make available on or via cable modem supplied by Ortel and the access service any material that violates or Infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, Invasive of privacy or publicity rights.

- (k) Ortel has the right but not obligation to review the content on the public areas Including chat rooms, bulletin boards and forums, In order to determine compliance with this agreement and all other terms of use.
- (l) Ortel retains right to design/change its logo, web page, fix home page, provide value added information/advertisements without affecting the privacy or quality of service.
- (m) You have acknowledged that Ortel has the right to monitor your Internet system's bandwidth utilization.
- (n) You have to use the service and services provided by Ortel and equipments according to the reasonable Instructions, which is given by Ortel time to time Any other use Is prohibited You are responsible for any claims, losses, damages or costs Incurred by Ortel arising out of or In the way connected to use/misuse by the customer In the service except to the loss or damage is caused to any Ortel employee.
- (o) If in Ortel's reasonable opinion Ortel believes that the services rendered to you have been used in breach of this condition, the services may be suspended, and agreement may be terminated.
- (p) Shifting of promise (n case of shifting of Installation, you have to give a prior Intimation to Ortel In order to check the feasibility of the site. the necessary shifting charges a& assigned by Ortel have to be paid In advance to Ortel after the Positive feasibility check . .
- (q) This agreement is personal to you and hence this is not to be assigned or transferred by you to any other person. For business reason, Ortel has the-right to assign this agreement at any Point of time to any company or person.
- (r) Changing terms and conditions of this agreement will only occur In case of any change or amendment to any law or regulation which applies to Ortel's trading, operation or business practices or policy, change In the directives laid down by the Union Government, In any other events where Ortel reasonably determine technical changes any change pertaining to network or trading practices.
- (s) In case of any illegal or unauthorized additional connection of Ortel is detected then a bill retrospectively for one year for the highest scheme for the number of connections held illegally shall be charged and become payable by the customer. The further service shall continue upon clearing such dues.

D - QUALITY OF SERVICE PARAMETERS SPECIFIED BY THE AUTHORITY IN RESPECT OF EACH OF THE SERVICES:

As per 'Quality of Service of Broadband Service Regulations 2006' The service providers shall meet the benchmarks for the Quality of Service parameters for Broadband as laid down below:-

Sl	QoS Parameters	Benchmarks	Averaged over a period of
i.	Service Provisioning /Activation Time	100% cases in =<15 working days (subject to technical feasibility). In all cases where payment towards installation charge & security deposit is taken and the Broadband connection is not provided within 15 working days, a credit at the rate of Rs.10/ per day, subject to a maximum of installation charge or equivalent usage allowance shall be given to the customer, at the time of issue of first bill.	
ii.	Fault Repair / Restoration Time	By next working day: > 90% and within 3 working days: 99% Rebate: (a) Faults Pending for > 3 working days and < 7 working days: rebate equivalent to 7 days of minimum monthly charge or equivalent usage allowance (b) Faults Pending for > 7 working days and < 15 working days: rebate equivalent to 15 days of minimum monthly charge or equivalent usage allowance (c) Faults Pending for > 15 working days: rebate equivalent to one month of minimum monthly charge or equivalent usage allowance	One Month
iii.	Billing Performance • Billing complaints per 100 bills issued	< 2%	One month

	<ul style="list-style-type: none"> • %age of Billing Complaints resolved • Time taken for refund of deposits after closure: 	<p>100% within 4 weeks</p> <p>100% within 60 days</p>	
iv.	Response time to the customer for assistance	<p>% age of calls answered by operator (Voice to Voice)</p> <p>Within 60 seconds > 60%</p> <p>Within 90 seconds > 80%</p>	One Month
v.	<p>Bandwidth Utilization/ Throughput:</p> <p>a) Bandwidth Utilization</p> <p>i) POP to ISP Gateway Node [Intra-network] Link(s)</p> <p>ii) ISP Gateway Node to IGSP / NIXI Node upstream Link(s) for International connectivity</p> <p>b) Broadband Connection Speed (download)</p>	<p><80% link(s)/route bandwidth utilization during peak hours (TCBH). If on any link(s)/route bandwidth utilization exceeds 90%, then network is considered to have congestion. For this additional provisioning of Bandwidth on immediate basis, but not later than one month, is mandated.</p> <p>Subscribed Broadband Connection Speed to be met >80% from ISP Node to User.</p>	
vi.	Service Availability / Uptime (for all users)	<p>> 90% quarter ending June 2007;</p> <p>> 98% with effect from quarter ending September 2007 and onwards</p>	One Quarter
vii.	Packet Loss (for wired broadband access)	<1%	One Month
viii.	<p>Network Latency (for wired broadband access)</p> <ul style="list-style-type: none"> • User reference point at POP / ISP Gateway Node to International Gateway (IGSP/NIXI) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Terrestrial) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Satellite) 	<p><120 msec</p> <p><350 msec</p> <p><800 msec</p>	One month
ix.	Customer perception of Services		One Quarter
(a)	% satisfied with the provision of service	>90%	
(b)	% satisfied with the billing	>90%	

	performance		
(c)	% satisfied with help services	>90%	
(d)	% satisfied with network performance, reliability and availability	>85%	
(e)	% satisfied with maintainability	>85%	

E - QUALITY OF SERVICE PROMISED BY THE SERVICE PROVIDER IN RESPECT OF EACH SERVICE AND GEOGRAPHIC AREA:

Quality of Service for Broadband, promised by Ortel Communications Ltd is as follows:-

Sl	QoS Parameters	Benchmarks	Averaged over a period of
i.	Service Provisioning /Activation Time	100% cases in =<15 working days (subject to technical feasibility). In all cases where payment towards installation charge & security deposit is taken and the Broadband connection is not provided within 15 working days, a credit at the rate of Rs.10/ per day, subject to a maximum of installation charge or equivalent usage allowance shall be given to the customer, at the time of issue of first bill.	
ii.	Fault Repair / Restoration Time	By next working day: > 90% and within 3 working days: 99% Rebate: (a) Faults Pending for > 3 working days and < 7 working days: rebate equivalent to 7 days of minimum monthly charge or equivalent usage allowance (b) Faults Pending for > 7 working days and < 15 working days: rebate equivalent to 15 days of minimum monthly charge or equivalent usage allowance (c) Faults Pending for > 15 working days: rebate equivalent to one month of minimum monthly charge or equivalent usage allowance	One Month
iii.	Billing Performance • Billing complaints per 100 bills issued • %age of Billing Complaints resolved • Time taken for refund of deposits after closure:	< 2% 100% within 4 weeks 100% within 60 days	One month
iv.	Response time to the customer for assistance	% age of calls answered by operator (Voice to Voice) Within 60 seconds > 60% Within 90 seconds > 80%	One Month
v.	Bandwidth Utilization/ Throughput: a) Bandwidth Utilization i) POP to ISP Gateway Node [Intra-network] Link(s) ii) ISP Gateway Node to	<80% link(s)/route bandwidth utilization during peak hours (TCBH). If on any link(s)/route bandwidth utilization exceeds 90%, then network is considered to have congestion. For this additional provisioning of Bandwidth on immediate basis, but	

	IGSP / NIXI Node upstream Link(s) for International connectivity b) Broadband Connection Speed (download)	not later than one month, is mandated. Subscribed Broadband Connection Speed to be met >80% from ISP Node to User.	
vi.	Service Availability / Uptime (for all users)	> 90% quarter ending June 2007; > 98% with effect from quarter ending September 2007 and onwards	One Quarter
vii.	Packet Loss (for wired broadband access)	<1%	One Month
viii.	Network Latency (for wired broadband access) • User reference point at POP / ISP Gateway Node to International Gateway (IGSP/NIXI) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Terrestrial) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Satellite)	<120 msec <350 msec <800 msec	One month
ix.	Customer perception of Services		One Quarter
(a)	% satisfied with the provision of service	>90%	
(b)	% satisfied with the billing performance	>90%	
(c)	% satisfied with help services	>90%	
(d)	% satisfied with network performance, reliability and availability	>85%	
(e)	% satisfied with maintainability	>85%	

F- DETAILS ABOUT EQUIPMENT OFFERED TO THE CONSUMER BY THE SERVICE PROVIDER IN RESPECT OF ANY OF THE SERVICES:

Equipment means any and all devices supplied by the Ortel Communications Limited that are used to deliver the Broadband Services, including but not limited to all node, terminal and other equipment, wires, fiber optic cables, lines, circuits, ports, routers, switches, cabinets, racks, etc.

Equipment shall not include any such devices sold to Customer by the Service Provider or owned by the Customer.

Also, the following Customer premised equipments (CPEs) offered by Ortel to all its Broadband subscribers:

Customer Premises Equipments (CPE) offered by Ortel to Access Broadband Services	
General Access: <ol style="list-style-type: none"> 1. Cable Outlet (RG-6) -1 2. Cable Modem (General/Wifi) -1 3. Power Adaptor - 1 4. USB Cable -1 5. USB Installer CD -1 6. Ethernet Cable -1 	Lease Line Access: <ol style="list-style-type: none"> 1. Cable Outlet (Fiber) -1 2. Media Converter - 1 3. Power Adaptor - 1 4. LAN Cable - 1

G - RIGHT OF CONSUMERS UNDER THE DIFFERENT REGULATIONS, ORDERS AND DIRECTIONS ISSUED BY THE AUTHORITY; AND IN PARTICULAR THOSE RELATING TO TARIFF, MOBILE NUMBER PORTABILITY, TELECOM COMMERCIAL COMMUNICATIONS CUSTOMER PREFERENCE REGULATIONS, 2010 (TCCCPR), AND VALUE ADDED SERVICES (VAS):

Consumer Rights:

1. To receive Quality of Service in accordance with parameters specified by TRAI in its regulations (Refer “Section-D” of this Charter)
2. Right to get information regarding tariff before provision of service and every time the tariff is changed, especially adversely affecting the consumer.
3. Right to be informed before activation of any value added service, which is chargeable
4. Right to get the rebate of rental in case of continuous disruption of service for more than 3 days.
5. To seek legal remedy in case the grievances of the consumer is not settled.
6. To get refund of security deposit within 60 days of request of termination of service subject to adjustment of pending dues, if any.
7. Right of consumers for termination or disconnection of service.
8. Any consumer may, at any time,
 - a. during pendency of redressal of his grievance, whether by filing of complaint or appeal, under these regulations; or
 - b. before or after filing of complaint or appeal, under these regulations, exercise his right conferred upon him under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force and seek redressal of his grievance under that Act or law.
9. Right to know the eligibility, opening and closing dates of any promotional offers provided by the service provider.

H - THE DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER UNDER THE DIFFERENT REGULATIONS, ORDERS AND DIRECTIONS ISSUED BY THE AUTHORITY; AND IN PARTICULAR THOSE RELATING TO TARIFF, MOBILE NUMBER PORTABILITY, TCCCPR, AND VAS:

The duties and obligations of the service provider under the different regulations are mentioned in clause 2 & 3 of “Section - C” of this charter. Also the Service provider is obliged to protect the consumer rights as detailed in “Section - G” of this charter.

I- GENERAL INFORMATION NUMBER: 977-609-1111

J - CONSUMER CARE NUMBER: 1800-120-6060 (Toll Free)

K - COMPLAINT REDRESSAL MECHANISM, INCLUDING COMPLAINT REDRESSAL PROCEDURE AND THE TIME LIMITS FOR REDRESSAL OF COMPLAINTS:

For a response to all queries, requests & complaints you can contact us by:

Telephone: 977-609-1111 or 1800-120-6060 (Toll Free) (24 X 7)

Mail: headcustomercare@ortelgroup.com

Visit: Please refer "Section – B" of this charter to find all the POP addresses.

Post: C-1, BDA Colony, Behind RMRC, Chandrasekharpur, Bhubaneswar, Odisha - 751016.

On receipt of a complaint, the same was recorded in our system and a unique docket number is provided to the consumer. The complaints of consumer are resolved by our customer care executives. If the complaint requires further resources, we will forward it internally for required actions. The complaint will be solved in a defined Turnaround Time (TAT). The same will be informed to the customer via suitable media.

However, the Turnaround Time for different parameters is as follows:

Service Parameter	Time Limit
Provisioning New Connections	Within 15 Days of receiving your application with Valid Documents(Provided technical Feasibility in your area permits the connection)
Fault Repair	Attended to within 3 days of request and resolved in a maximum of 30 days
Shifting the Connection to your new address within the same city	Attended to within 3 days of request and resolved in a maximum of 15 Days (Provided technical Feasibility in your area permits the connection)
Closures	Attended to within 24 Business hours
Billing	Attended to within 24 Business hours and resolved in maximum of 4 weeks
Refunding your deposits (Refundable Component) After resolution of outstanding charges	Within 60 days of disconnection

You can track status of the Service Request number via:

Telephone: 977-609-1111 or 1800-120-6060 (Toll Free)(24 X 7)

Mail: headcustomercare@ortelgroup.com

Visit: Please refer "Section – B" of this charter to find all the POP addresses.

Post: C-1, BDA Colony, Behind RMRC, Chandrasekharpur, Bhubaneswar, Odisha - 751016.

The resolution of the Service Request will be communicated to you via telephone call to your registered contact number or by email. Closure of the Service Request will be communicated via suitable media, if any.

L -E-MAIL, CONTACT ADDRESS, TELEPHONE NUMBER AND FACSIMILE NUMBER OF THE APPELLATE AUTHORITY AND TIME LIMITS FOR DISPOSAL OF APPEALS:

In the event, you are still not satisfied with the resolution provided from the Contact Centre, you can approach the Nodal Officer to file an appeal on your complaint. The details of the Nodal Officer:

Name: Mr. Dibakar Das
 Address: C-1, BDA Colony, Behind RMRC, Chandrasekharpur, Bhubaneswar, Odisha - 751016.
 Tel: 0674-7107200
 Fax: 0674-2303448
 Email: nodal@ortelgroup.com

Nodal Officer will resolve the appeal within 15 days of receipt of the appeal.

In the event, you are still not satisfied with the resolution provided from the Nodal Officer, you can approach the Appellate Authority to file an appeal on your complaint. The details of the Appellate Authority:

Name: Mr. Priyadarshi Mohapatra
Address: C-1, BDA Colony, Behind RMRC, Chandrasekharapur, Bhubaneswar, Odisha - 751016.
Tel: 0674-7107200
Fax: 0674-2303448
Email: appellate@ortelgroup.com

Appellate authority will resolve the appeal within 30 days of receipt of the appeal.

Nodal Officer & Appellate Authority is Available on all working days (Monday to Saturday) 10:00am to 6:00pm

M - PROCEDURE FOR TERMINATION OR DISCONNECTION OF EACH SERVICE OFFERED BY THE SERVICE PROVIDER:

Termination of Services:

In cases where the customer wants to terminate the service they shall be required to inform us in writing by filling up the required form, return all service equipment's at the POPs in proper working condition and will need to clear all their past outstanding dues.

Service Benchmarks:

Ortel Communications Ltd commits to provide you accurate, easy to understand bills month after month. If you require any clarifications or more information, please feel free to contact us. In case there are any disputes with regards to billing please contact us and a complaint registration number will be given to you and a suitable resolution will be given to you in the stipulated timeframe of four weeks or the next billing cycle whichever is earlier from the time of registration of the complaint.

Procedure for shifting and transfer of Connection:

Request for shifting of Connection will be taken at the Customer care office/Point of Presence (POPs). The respective Point Of Presence (POPs) will shift/transfer the Connection within 15 days if the documents submitted are as per the requirements and the new address has technical feasibility of providing the connection. All outstanding payments have to be cleared by the customer before shifting. If not feasible the customer would be liable to return all the service equipment's in proper working condition to Ortel Communications Ltd.

N - ANY OTHER INFORMATION THAT MAY BE SPECIFIED BY THE AUTHORITY FROM TIME TO TIME:

For more information about Broadband Policies you can visit:

www.trai.gov.in

www.dot.gov.in