

TERMS & CONDITIONS FOR DEPLOYMENT OF FIBRE TO THE HOME (FTTH), INCLUDING INSTALLATION OF NEP

These Terms and Conditions form the integral part of the Customer Enrolment Form. The signed CEF together with these T & C's constitute a legally binding Agreement

1. Definitions

- 1.1 **"NANO Infrastructure"** means the last-mile/backhaul communication infrastructure, comprising of the equipment room, customer premise equipment (NEP), fiber ducts, fiber strands, splitters, multiplexers, cabinets, distribution frames etc.
- 1.2 **"Services"** shall mean and include services subscribed by the customer directly with any one or more service provider with respect to telephony, broadband, IPTV, RF CATV System, Other Value Added Services (VAS) and other services delivered on the IP stream etc.,.
- 1.3 **"Customer"** means a person who is signing up for accessing Service(s) routed through the NEP installed by RIPL, in addition to any other person or User (whether authorized or unauthorized, who utilizes Account(s) for any purpose).
- 1.4 **"Customer Enrolment Form"** or **"CEF"** shall mean the non-transferable form appended herewith, which has been filled and executed by the Customer for subscribing to the Services through the NANO Infrastructure and NEP.
- 1.5 **"Customer ID"** means the unique number assigned to Customer for identification for use of NANO Infrastructure (including NEP) installed by RIPL.
- 1.6 **"Validity Period"** shall mean the term of fifteen (15) years unless there is a change in Customer due to movement, shift or transfer due to which no Services are availed.

2. Scope

- 2.1 RIPL has deployed the NANO infrastructure within the premises including the wall mounted NEP inside / outside and/or with respect to residential premises of the Customer. Every Information, Communication & Entertainment (ICE) Service provided by service providers for the or within the premises shall be routed through the NANO Infrastructure deployed by RIPL.
- 2.2 RIPL shall at all times during the Validity Period Build, Own, Operate Manage and Maintain the NANO Infrastructure, including attending to the normal wear & tear and repairs;
- 2.3 This CEF shall be valid and run in concurrence with the agreement under which RIPL is licensed to provide the NANO Infrastructure, for a term as defined hereunder unless otherwise terminated.

3. Services and Service Provider

- 3.1 RIPL is an Infrastructure provider, who shall deploy the NANO infrastructure including necessary ONT.
- 3.2 Activation of Services will exclusively be done by the service provider and therefore RIPL does not prescribe or hold out any fixed timeline after execution of the CEF, during which the said Services shall be activated. Customer shall not be entitled to raise against RIPL any claim or action or damages of whatsoever nature on account of delay in activation of Services.
- 3.3 RIPL shall have no control on the content/quality of Services provided by the service providers and RIPL is only responsible for facilitating use of common infrastructure by multiple service providers.

4. NANO Infrastructure

- 4.1 NANO Infrastructure as installed shall always remain absolute property of RIPL. RIPL has an exclusive right to Build, Own, Operate, Manage and Maintain the same.
- 4.2 The Customer shall only have the right to use the NANO Infrastructure during the Validity period.
- 4.3 NEP is a location specific equipment - any movement, alteration or addition may lead to non performance/stoppage of services for which RIPL shall not be responsible.
- 4.4 In case there is a Service outage and the Services are not transmitted by the Service Provider, RIPL will not be held responsible for discontinuance of the Service.

5. Charges for loss/Damage of NEP

- 5.1 In case of loss of NEP Customer shall be liable to pay an amount of Rs. 15,500/- (Rupees Fifteen thousand five hundred only) as replacement charges.
- 5.2 In case of damage to NEP Customer shall pay charges for making good the damage as may be determined by RIPL in its sole discretion.

6. The Customer's Obligations

Customer shall

- 6.1 grant to RIPL, its suppliers and its nominees an irrevocable license to access the premises during the normal working hours where the NEP is situated to inspect, repair, modify and/or remove the NEP during the term of this Agreement and to disconnect and remove the NEP on the expiration or termination of this Agreement.
- 6.2 not sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, bail or otherwise dispose of the NEP and deal with the NEP independent of RIPL.
- 6.3 not tamper with, reverse engineer, reconfigure, repair, modify or otherwise deal with the NEP and be responsible for the security and safety of the NEP subject to normal wear and tear.
- 6.4 intimate change in address, in writing along with such proof, as may be deemed necessary by RIPL.
- 6.5 Notwithstanding clause 4.4, Customer shall not alter, modify or remove the NEP from the location where it is installed.

7. Prohibitory Clauses: Customer agrees and reaffirms the obligations as agreed with Service Provider:

- 7.1 not to knowingly transmit information which contains viruses or other harmful components;
- 7.2 not to knowingly store or transmit any unlawful, threatening, abusive, harassing, defamatory, offensive, vulgar, obscene, sexually explicit, profane, or pornographic material that constitutes a criminal or civic offence under laws.
- 7.3 not to engage in anti-national activities which are strictly prohibited and punishable under the Indian Penal Code.
- 7.4 not to use the Services as an 'OSP' (Other Service Provider), without submitting to RIPL the requisite approvals/registration from relevant authorities.
- 7.5 not to resort to hacking, cracking, spamming, destroying or corrupting any sites on the internet nor shall indulge in the offences more specifically defined under the Information Technology Act, 2000.

8. Limitation of Liability

- 8.1 In no event will RIPL be liable for any incidental, consequential, or indirect damages (including, but not limited to damages for loss of profits, business interruption, loss of programs, data or information, and the like) arising out of the use or inability to use the Services or the NANO Infrastructure.
- 8.2 RIPL shall not be liable for any loss, expense or damage of any kind in connection with the performance of its obligations under this Agreement or arising from disruption, interruption, suspension, or malfunction of the Services, for any reason whatsoever.

9. General

- 9.1 RIPL may add, modify or delete from time to time as per the instructions received from the Service Providers, all or any of the Services availed by the Customer.
- 9.2 Notwithstanding anything contained herein, RIPL shall not be liable or held responsible for outages resulting from force majeure acts, including but not limited to, act of God, fires, strikes, riots, war etc including topographical conditions etc.
- 9.3 RIPL may discontinue the use of NEP for transmission of Services of Service Provider, if the Customer is in breach of any of the terms and conditions. Services through NEP may be discontinued due to change in laws and/or regulations made by the Government of India or other conditions which are beyond the control of the RIPL.
- 9.4 The Customer is required to fully comply with the provisions of Indian Telegraph Act 1885, Information Technology Act 2000 and all other applicable regulations amended from time to time.
- 9.5 Customer shall be subject to all agreements, guidelines or rules posted on RIPL's website (www.radiusinfratel.com) that may contain terms and conditions applicable for the use of NANO Infrastructure and NEP in addition to those described herein. All such guidelines or rules are hereby incorporated by reference into these Terms and Conditions.

I confirm that I have read, understood and will abide by all the terms and conditions described herein which are hereby incorporated by reference into this application.

Customer Name (Print):

Customer Signature: