

The said NS Fiber Internet Servicesbs.com website is owned by New Sanghavi Fiber Internet Service Private Limited (" **NS FIBER INTERNET SERVICES** ")

1. The company New Sanghavi Fiber Internet Service Private Limited (" **NS FIBER INTERNET SERVICES** ") is a Category –“C” licensed Internet Service provider.
2. **NS FIBER INTERNET SERVICES** is the authorized brand of New Sanghavi Fiber Internet Service Private Limited under which the services are provided.
3. **NS FIBER INTERNET SERVICES** here by agrees to supply Broadband Internet access and services to the customers on the terms & conditions mentioned below.
4. Internet Packages / Plans available to the customer are more fully detailed in the Price list which has been made available to the Customer by the Company. This is fully detailed on our website, nsinternet.in & is updated frequently with the current plan list & details.
5. The Company reserves the right to withdraw any Service Plan, or amend the price of or entitlements under any Service Plan without notice.
6. Customer shall pay the Subscription Amount in advance as these are Pre-paid services. Taxes will be extra as applicable. Subscriptions once done will not be cancelled / refunded at any condition. Plans speeds are indicative upto ISP node.
7. At the discretion of the Company, the Customer may be permitted to change the Plan under which he/she/they have obtained the Service at such additional cost which company may decide; subject however that such change will be affected only post completion of billing cycle
8. Upon reaching of the expiry conditions, services shall be suspended. However, the customer can get the services reactivated, by subscribing to any applicable Renewal Pack NS Internet Service mobile app.
9. In case customer opts for shifting of services, she/he has to submit a formal Email for shifting request to nsinternet101@gmail.com with updated KYC. Shifting of services are subject to availability of network feasibility & company does not guarantee any such availability. In case such shifting is not available, customer agrees to forfeit any amount that has been paid for the services and no refund of the same will be entertained. Customers are liable to pay the shifting charges as per company policy in case of availability of feasibility to the new address.
10. The service should be used for the purpose of subscription / Personal application (Residential & Office use) and the Customer cannot use the services for any other purposes.
11. The internet access services subscribed to under any plan is a residential plan not meant for re-distribution or sharing of any kind. Any unauthorised redistribution shall invite suspension of services and Legal action against registered user.
12. Customer using Wi-Fi services within their personal network may do so at their own risk and any Govt regulations shall be responsibility of customer only. The Company takes no responsibility of such extensions for any reason whatsoever.
13. The Company takes no responsibility whatsoever for the content on the Worldwide Web, or access of any content whatsoever by the Customer or any other person using the service.
14. The company is not responsible for any commitment, representation or offering by the distributors or channel partners or dealers and the customer are advised to check back with the company in case of any doubt or any commitment etc received from anyone with regard to services of company.
15. The Company will endeavour at all times to maintain an adequate and reasonable quality of the Service. However the availability and quality of service may be affected by factors

outside the Company's control such as physical obstructions, geographic weather conditions and other causes of electronic/electrical interference or faults in other telecommunication networks including natural disasters, force majeure situations and Acts of God etc. to which the network is connected or on which network is built-up. Company shall not be liable for any consequences arising thereof including but not limited to damage to customer's PC or any other input or output devices of any types of kind connected to it or any other property. Also, the Company makes no representation or warranties as to the continuity or availability or quality of the Services. The company shall not be obliged to grant any service credit for disruption of services due to any reason outside its control.

16. The Company reserves the right to confirm or verify the information/details given by the Customer in this agreement at any other time directly or through its agents and/or associates, and may require the Customer to produce proof as necessary and applicable to substantiate such information/details.
17. The Company also reserves the right to pass on any information relating to subscriber as requested by any Govt authority at any time and subscriber agrees to share complete info as requested by Company / Govt Authority at any time without prejudice.
18. The Company retains the right to withdraw or terminate the Service without notice in the event of
 - Wrongful, malicious or fraudulent representation by the Customer in respect of the details required by the Company for provision of services to the Customer.
 - Non payment of dues by the Customer in respect of installation charges, monthly subscription charges, dishonour of cheque issued by the customer. The company reserves the right to levy penalty for cheque dishonored, at the time of restoration of service
 - Resale or unauthorized additional connections from the connection supplied hereby to the Customer.
 - Any breach of the terms of this Agreement by the Customer.
 - Any change or alteration in the Company's network resulting in inability to provide the Service to the Customer.
 - Complying with an order / request / direction from any Statutory / Regulatory Government authorities.
 - The Company reserves the right to suspend the Services during technical failure, modification or repair, or testing of the Services or the Network.
19. All Plans are Prepaid in nature
20. Installation Charges and Package Amount are Non Refundable
21. Customers shall carry ONU device (in working condition with power adapter) along with them while shifting to the new location or else Rs. 1000/-will be charged against the misplaced / damage device.
22. Fiber Device ONU charges are only refundable upto 50% depending on the condition of the device
23. Power Supply, LAN (Local Area Network), internal Concealing & Wall fitting of wiring this all will be taken care by customers (If Required)
24. Cheque Return charges Rs. 450/- will be applicable. for any reason whatsoever
25. All the equipment connected in your building premises (Eg. Switch, Cat5 / Cat6 cable, Fiber optic cable, Fiber Device ONU, Node Box etc.) will be the sole property of NEW SANGHAVI FIBER INTERNET SERVICE PRIVATE LIMITED and NEW SANGHAVI FIBER INTERNET SERVICE PRIVATE LIMITED has complete right to procure their material back without any prior notice if the material is not in use.

26. Internet connection is for the use of subscriber who has purchased the connection. Sharing of internet connection is a criminal offense. NEW SANGHAVI FIBER INTERNET SERVICE PRIVATE LIMITED will not be responsible for usage of internet service by non- paying users violating the law.
27. Registered user will be responsible for any Illegal , Wrongful, Malicious or fraudulent usage of Internet accessed by paying or non-paying user as per DOT norms.
28. Customer can make all the payment in the favor of NEW SANGHAVI FIBER INTERNET SERVICE PRIVATE LIMITED vide cheque / cash / NEFT / Online Payment Gateway.

DOT Compliance:

1. All DOT guidelines/amendments(current as well as upcoming in future) applicable to services provided. IPDR records of all Natted data will be maintained as per DOT guidelines.
2. The company accepts no responsibility or liability whatsoever for commercial transaction of any nature including bookings, purchases, contracts or agreements entered into over the Internet by the Customer or any person or firm using the connection of the Customer.
3. The Company shall not be liable for any failure or breakdown in the service or any loss or damage caused to the Customer due to war, hostilities, acts of terrorism, riots, strike, lockout, civil commotion, earthquake, lightning, flood, accident, fire or explosion, act of god, governmental acts, regulations or direction sanction or any Force Majeure situations not within control of the Company.
4. The Customer and the Company agree that this Agreement has been duly authorized and executed and is valid and binding and is enforceable in law in accordance with its terms.
5. In relation to any arbitration under the terms and conditions herein, the courts of Thane shall have exclusive jurisdiction.
6. Customer agrees to indemnify and keep indemnified the company from any losses that customer may face while using the said subscription services either directly due to the service or any specific use of the service by the customer at all times.
7. The terms contained hereinabove are over and above terms & conditions governing the services as contained in relevant tarif leaflet, website of the company including but not limited to privacy policy and disclaimers or any other terms & conditions as may be stipulated by the company from time to time.
8. The customer agrees to receive service balance and other informative SMS & Whatsapp Updates sent by the Company from time to time on his/her registered mobile number.
9. The Company reserves the right to modify, alter, change or amend any or all of the terms and conditions contained hereinabove from time to time, without any intimation to customer, by way of updating the same on the website of the Company.
10. The above terms and conditions are subject to review from time to time, altered, modified and updated terms and conditions will be intimated by listing the same on website www.nsinternet.in
11. The customer have fully read and the contents of the terms and conditions have been explained in vernacular, Verbatim and upon understanding, have signed the CAF as a token of its acceptance/consent and further with a clear understanding that it is valid and binding document and can be enforced in the Court of Law.

FOR FTTH (CPE RELATED TERMS & CONDITIONS)

1. CPE (Customer Premises Equipment) Is any equipment given by the company to the customer as part of its Internet Services for Access to the network. CPE is and will always remain property of Company (unless specified otherwise in writing) and will remain in custody of customer till subsistence of services. It has to be returned in good order and condition upon termination of services for any reason whatsoever.
2. The Customer shall have no title and/or ownership and/or interest in the CPE and therefore shall not be entitled to Transfer/Assign/Lease and/or otherwise part with the same under any circumstances. The ownership and effective control over the CPE shall always remain with Company. The customer shall not claim any charge or lien on the CPE, even if any dispute is pending between the customer and Company. Customer shall be responsible for the maintenance and upkeep of the CPE subject to normal wear and tear.
3. All CPE, provided (but not sold) by Company shall always remain absolute property of the company. The customer shall only have use the custody of the equipment or other Equipment/Accessories during the enrolment period.
4. The CPE has been provided to the customer in order to facilitate the company to exclusively use the same for rendering its Services. The customer shall not deal with the CPE independent of the company in any manner whatsoever.
5. Customer shall neither shift the CPE nor transfer the same in any manner. In case the customer fails to comply with the terms and conditions or enrolment the company reserves the right to lift or remove the CPE from the Customer's Premises and terminate the enrolment without any liability whatsoever on its part.
6. Customer being custodian of CPE during subsistence of service, will always allow Company representative to access the CPE at any time upon request.
7. In the event the customer wants to stop using the services, CPE must be returned in good order and condition to Company and all dues to be cleared by Customer before / while disconnection of the service. If the same is lost / misplaced / damaged, the customer shall pay the materials cost as per the current day MRP.