

## **TERMS AND CONDITIONS FOR SIFY BROADBAND INTERNET ACCESS SERVICES**

1. Sify Broadband Services means the Broadband Internet Access Service offered by Sify Limited (SIFY) having its Registered Office at Tidel Park 2nd floor, No.4, Canal Bank Road, Taramani, Chennai – 600113
2. Sify Broadband and Sify are the registered trademarks of Sify Limited.
3. Customer means any person who avails the Service (s) offered by SIFY.
4. “Service” in general includes but not limited to Internet Access, E-mail, World Wide Web, Broadband, Internet Telephony, designing, hosting, International Roaming and other Information services that SIFY offers, markets, maintains and supports as of date and all updates and upgrades that SIFY may offer to the Customer. However Service in relation to the Customer shall mean and cover only those services, which the customer has specifically availed.
5. The Terms and Conditions herein, Acceptable Usage Policy and Responsible Usage Policy, (available at <http://customercare.sify.com/> and <http://www.sifybroadband.com>) published by SIFY from time to time shall constitute and will be an integral part of the agreement between SIFY and Customer with respect to the Service. SIFY reserves the right to change any or all aspects of this agreement, operating rules, usage guidelines, prices governing the Service, service plans, the pricing structure, or product/service policies at any time without prior intimation to the Customer. The customer acknowledges that it is his/her sole responsibility to appraise himself/herself of the Terms and Conditions and Responsible Usage Policy, as amended from time to time and agrees to abide by the same. The customer shall visit [www.sifybroadband.com](http://www.sifybroadband.com) to apprise himself of the latest terms and conditions, service plans & policies etc.
6. Every subscriber registration must be done with complete and correct details such as name, address, telephone number and e-mail address, etc. In case of any change, the same should be updated by the respective subscriber without fail or delay.
7. The Service is being provided subject to all the applicable Indian Laws, rules and regulations.
8. SIFY shall provide Service to the customer, in accordance with the terms and conditions then in force, and as amended from time to time, till the expiry of the specified period for which the Customer has paid for.
9. The service charge is payable in advance and is non-refundable. All taxes, duties, charges or any other levies of any nature whatsoever, payable for the services shall be payable by the customer in addition to the service charges.
10. SIFY will put in its best efforts and strive to maintain the maximum possible uptime of the Service. However SIFY will not be responsible for downtime of Service due to reasons beyond its control.
11. The Customer also acknowledges and accepts that in the very nature of the services to be provided there can be number of factors affecting the provision of the service by SIFY and the obligation of SIFY to provide the services shall be on best endeavor basis.
12. SIFY shall not be liable to the Customer for any loss, expense or damage of any kind in connection with the performance of its obligations under this contract or arising from disruption, interruption, suspension or malfunction of the Service, for whatsoever reason except when there is deliberate failure or breach on the part of SIFY.

13. All third party software that may be provided with the 'Easy Surf' CD is included for use at the Customer's option. SIFY shall not be responsible for any losses or damages which may occur resulting from the use of any third party software. Any Support that is needed has to be availed from the respective companies.

14. SIFY will be responsible only for carrying data packets and is not responsible for its nature or content. Customer guarantees that the Service will be used for genuine purposes only and will not be used for any immoral or unlawful or socially unacceptable purposes.

15. Customer acknowledges, accepts and specifically declares that he is fully aware of the nature and terms of the service and acceptable Usage Policy. The customer shall be exclusively responsible for making arrangements for getting the necessary hardware and software at his end. It is explicitly agreed that SIFY does not undertake any responsibility with regard to procuring / installing / maintaining the hardware and/or software at the customer's end.

16. The Ethernet Card installed by Sify in Customer's PC has been done purely on request basis and Sify will not be responsible for any failure of the Card. Further, Sify will not be responsible for the problems related to Customers PC and the software's loaded on it.

17. Customer hereby undertakes to indemnify and hold harmless SIFY against liability, which may arise for any and all, acts on the part of the Customer in availing the service.

18. The customer shall take full and sole responsibility for preserving the secrecy of the password. The Customer acknowledge and accept that considering the nature of the Service there will be a need to change the password from time to time to avoid misuse and to maintain secrecy. SIFY shall not be responsible for any wrongful or unauthorized use, under any circumstances.

19. The Service to be provided shall be exclusively to the Customer. The customer shall not transfer, reassign, sell, and/or offer or promote the Service to others or otherwise share the services with others including the affiliates of the Customer. Customer shall not do anything that is detrimental to SIFY's interests.

20. SIFY shall have the right to terminate the Services, without any prior notice to the customer, in the event of breach of these terms and conditions on the part of the Customer. SIFY and the Customer shall also have the right to terminate this Agreement at any time by giving 30 days prior notice in writing to the other and without the need to assign any reason for such termination. In the event of such termination by SIFY the Customer shall be entitled to the return of the proportionate part of the charges paid for the unutilized period of service. SIFY shall not be liable to refund any amount if the termination is by the customer or for breach or failure on the part of the customer.

21. The customer acknowledges that the Service is provided "as is". SIFY, its employees, agents, suppliers, vendors and distributors make no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information available on its systems, or residing on or passing through its interconnecting networks, or that the Service will be uninterrupted or error free. SIFY expressly excludes any implied warranty of merchantability or fitness.

22. SIFY and the customer hereby agree that this agreement together with the operational rules, Acceptable Usage Policy and usage guidelines and other terms notified by SIFY shall constitute the complete terms and conditions between them and there shall be no addition, modification or deletion to these terms and conditions unless it is so agreed in writing and signed by both "SIFY" and the customer.

23. Telephony on Internet is permitted to a limited extent i.e. (i) from 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. The Customers shall strictly comply with the above and the persons involved are liable to be proceeded with and punished.

24. It is illegal to terminate Internet Telephony calls to any public telephone number (PSTN, ISDN, PLMN, etc.) in India irrespective of whether the same originates in India or abroad.

25. The Customer agrees that the Broadband service is a single PC connection. SIFY shall not be responsible for any downgrade of service due to re-distribution by the Customer.

26. The customer agrees that SIFY shall not be liable for Service downgrades where the 'last mile connectivity' is not provided by SIFY. The responsibility of ensuring 'last mile connectivity' shall be on the last mile connectivity network provider like Cable TV operator, DID etc and SIFY's responsibility shall be limited to ensure service till the Point of Presence of the last mile network operator.

27. SIFY's entire liability and the Customer's exclusive remedy for any failure or breach on the part of SIFY shall be the return of the charges paid by the Customer relating to the unexpired period of the use. SIFY disclaims all warranties and conditions express or implied including but not limited to implied warranties or conditions of merchantability, fitness for a particular purpose with regard to the services offered and in no event SIFY shall be liable for any other damages including special, indirect or consequential damages loss of profits business interruption whatsoever arising out of use or inability to use the services.

28. In using the service the customer agrees to comply with all laws, regulations and rules applicable and hereby indemnifies SIFY against any claims, loss, damage or consequence arising from non-compliance of the customer to any applicable laws, rules, regulations etc.

29. SIFY will not be liable for any act of the Business Associate managing the Service at Customer's end outside the scope of this service. The customer expressly acknowledges that the liability of Sify is limited to the service rendered by Sify and Sify shall not be liable for any acts or deeds of the Business Associate.

30. The customer hereby declares that he has read these terms and conditions and the order form completely and that he unconditionally agrees to abide by these terms and conditions, and as is applicable from time to time.

31. The 'backbone' i.e. the Cables, Switches etc. installed by Sify is the exclusive property of Sify and customer shall not remove/relocate these without prior consent from Sify.

32. The service is exclusively for Home usage and not for commercial usage. Usage for more than 6 hours per day shall be commercial usage. Sify reserves the rights to disconnect the service without prior intimation, if the usage is found to be commercial.

33. User acknowledges that spamming of emails is prohibited. Spamming is the transmission of any form of mail that can be interpreted as junk mail or mail generated via a distribution list, which the recipient has not specifically requested. The User can transmit only a fixed number of outgoing mails as part of Sify's Mail policy and a violation of this will be considered as spamming. Sify reserves the right to block the user's email id or even terminate the services if this is violated by any user.

34. The speeds mentioned against various service plans are as experienced within the Sify Network.

35. The contention ratio for Sify Broadband is 1:50.

36. For enhanced security, the Sify Broadband User ID as chosen by the user at the time of registration, the IP Address and the MAC address (unique for each LAN Card) will be tied to each other. This means that a User ID can be used only from that user's PC and IP address allocated to the user. However, it is possible for the user to have multiple user ids, with different service plans from the same PC.

37. The Customer shall not use the service provided by SIFY for any illegal or unlawful purpose. Customer shall at all times follow all the rules & regulations laid down by the competent authorities from time to time.

SIFY recommends that all the customers shall go through the "Parental Guidance" and understand the given guidelines, as mentioned in the [www.sify.com](http://www.sify.com) & [www.sifymax.com](http://www.sifymax.com) websites.

### **RESPONSIBLE USAGE POLICY**

Sify Ltd. invites all subscribers to follow the responsible usage policy given below.

**Background:** The Internet is the largest shared network in the world enabling people to communicate with each other and access information. In such a diverse environment it is critical that users follow a shared code of conduct which is specified by the various sites. The shared code of conduct is also applicable not only to content but also to subscribers accessing through their respective access providers.

The Responsible Usage Policy seeks to ensure that broadband access is affordable to the largest number of people and provides a satisfactory value based service level.

The code seeks to ensure that users who have extremely heavy usage do not reduce the quality of service to other subscribers by choking the bandwidth pipes. (This is equivalent, to a resident in an apartment block using excessive water thereby denying others their fair share while paying exactly what others pay). For heavy users therefore we recommend moving on to the data transfer range of service plans which provide dedicated speeds and enable them to meet their download requirements.

**Policy :** For those heavy users who however continue to remain on unlimited products the following rate shall apply :

Usage on unlimited service packs will be considered as one calendar day or 150MB in a day whichever is earlier. If the usage exceeds 150 MB in a day, one day in validity will be reduced for every 25 MB of usage beyond 150 MB. This is explained in detail as follows:

- Upto 150 MB utilization in each day.....No deduction of days validity
- For every 25 MB utilization beyond 150 MB within each day, one days validity will be reduced.

This policy is applicable from 8 am to 10 pm currently and will come into effect from 9<sup>th</sup> June 2005.

Please note that this is applicable on a daily basis. Hence if on any one day the user has used the normal 150 MB plus an additional 25 MB then the pack validity in number of days will be reduced by 2. However on the next day if the user has used less than 150 MB then only the normal one day validity will be billed to the user.

Customer's who want to opt for alternate packs can contact CustomerCare. In the unlikely event of any subscriber not willing to opt for alternate packs, Sify shall refund the unutilized value of the pack on receipt of a specific letter from the subscriber requesting for the same. Such a letter may be sent by email to [customercare@sify.com](mailto:customercare@sify.com) or by hard copy addressed to Head, Customer Care at the following address:

Sify Ltd.  
2<sup>nd</sup> Floor, Tidel Park,  
No.4, Canal Bank Road,  
Taramani, Chennai – 600 113

To give you a perspective a normal user can browse very freely within the day and still not utilise the 150 MB limit. Here is a typical usage of the normal user

Download 5 songs (song to song)	-	25 MB (approx 5 MB per song but varies from song to song)
Mail usage and standard browsing	-	20 MB (an hour of chat consumes only 2 MB per hour and an hour of emailing takes just about 8 MB per hour)
Exceptional downloads	-	20 MB (varies day to day)
Actual Utilization on a normal day	-	65 MB
<b>Further available Limit</b>	-	<b>85 MB</b>

Our usage analysis (based on actual usage patterns) show that an average user uses approx 25 MB in a day. Thus, 150 MB is 6 times more than the average daily usage thereby making it more than sufficient to meet your day to day requirements.

**We are confident that with this step all users will have an even better experience with Sify Broadband.**