



Symbios Broadband Services

**ACCEPTABLE
USAGE POLICY
AGREEMENT**

ACCEPTABLE USAGE POLICIES

These acceptable usage policies specify the **TERMS & CONDITIONS** of **SYMBIOS CREATIONS PVT LTD** for the subscribers of **Symbios Broadband Services**. The Company reserves the right to modify and change the policy at any time at its discretion.

Bills & Payments:

1. Bills for Monthly/Quarterly/Half-Yearly/Yearly charges will be made available in the first week of monthly/quarterly/Half-Yearly/Yearly cycle either in printed or electronic form to the subscriber.
2. Service tax shall be payable on monthly rental internet service charges together with the bill along with any other levies imposed by State / Central Govt. from time to time.
3. Non-receipt of bills will not be considered as a valid reason for non-payment for an active connection. Subscribers are requested to pay the rentals within the first 15 days of each billing cycle to avoid late payment fee.
4. A late payment fee of Rs. 100/- will be charged after the due date of payment.
5. The company reserves the right to disconnect the Internet services without giving any notice in case of non-payment of advance monthly rental services by the subscriber. The connection will be automatically deactivated after 7(Seven) days of grace period after the due date of payment.
6. A re-activation fee of Rs. 50/- will be charged for re-connection if the connection has been deactivated due to non-payment within grace period.
7. Monthly rental Internet service charges and one-time registration charges are not refundable and transferable.
8. Non-payment of Bills for 2 consecutive months will result in forced permanent disconnection. A reconnection charge of Rs. 300/- will be charged for re-activation.

DATA TRANSFER

1. Allowed Data transfer specified in the bill plan is a total of upload and download data transfer.
2. Data transfer allowed in a cycle will not be carried forward to the next cycle.
3. Any kind of Carry Forward facilities will not be available in case of changing of existing plans.
4. On exceeding allowed data transfer limit as per your bill plan, the connection will remain active only for the next 48 hours. Subscribers are requested to make advance payments within 48 Hours to keep the connection active. Symbios shall not be responsible for informing the subscriber of exceeding allowed data transfer limit. Subscribers are requested to check the data transfer status REGULARLY in MY ACCOUNT section at <http://www.symbios.in>. Subscribers can call our customer care department to request collection of payment during these 48 hours.
5. No discount/waiver will be considered for the days a subscriber is disconnected after crossing allowed data transfer limit as per the bill plan.

CHANGE OF BILL PLANS

1. Subscribers are requested to make a written communication for change of bill plan addressed to **Head – Customer Care, Symbios Creations Pvt. Limited**.
2. Bill Plan change will take effect only from the next billing cycle after approval.
3. For subscribers connected on Optical Fiber Cables/CAT5e/STP cables, the Bill Plan change from Home User Plans to Business plans is possible by paying the difference of **One Time Registration charges & security deposit** as per the CURRENT tariff plan.
4. For subscribers connected on Wi-Fi Network, the Bill Plan change from Home User Plans to Business plans is possible by paying the difference of **Security deposit**.
5. No discount/Waiver will be given on One Time Registration Charges for Change of Bill Plan from Business Usage Plans to Home Usage Plans. However, the difference in security deposit will be adjusted in the next billing cycle.

TEMPORARY DISCONNECTION

1. Subscribers are requested to make a written communication for temporary disconnection addressed to **Head – Customer Care, Symbios Creations Pvt. Limited**.
2. Temporary disconnection is allowed for a period of more than 15 days and not exceeding 60 days. In case a written communication is not received full rental charges will be levied. Subscribers connected on Optical Fiber Network should submit their CPE (Client Premise Equipment) with us for the temporary disconnection request to be affected. A subscriber cannot apply for more than 2 temporary disconnections in 365 days.
3. The discount/waiver for temporary disconnection will be given in the NEXT billing cycle. The subscribers are requested to pay full charges of the current cycle even if the disconnection date falls within the current cycle. Non-Receipt of full payment for the current cycle while requesting a temporary disconnection will result in the temporary disconnection request to be treated as NOT approved.

SHIFTING OF CONNECTION

1. Subscribers are requested to make a written communication for shifting connection addressed to **Head – Customer Care, Symbios Creations Pvt. Limited.**
2. Shifting of connection is subject to feasibility. A charge of Rs. 500/- will be taken for shifting of connection.
3. A minimum time period of 7 days will be required for shifting a connection

LEGAL

1. The subscriber shall not be allowed to lease or resale the Internet services as well as bandwidth.
2. Subscribers might have to provide roof, terrace and all required accessories (including GI Pipe, MS Pipe, etc..), if necessary, for getting broadband Internet services.
3. The Internet service of the company shall be used for lawful purposes. Transmission, distribution or storage of any materials in violation of any applicable laws or regulations, are prohibited.
4. For subscribers connected on optical fiber network, all installed materials except LAN card are company's property. Subscribers cannot claim anything if they are not to continue our services. For subscribers connected on wireless network, the Client Premise Equipment (CPE) is subscriber's property and the subscribers are requested to ensure protection from theft/physical damage of the CPE. In the event of theft or physical damage, Symbios is not liable to provide a new CPE; however subscribers will be able to purchase a new CPE from Symbios and resume connectivity.
5. The company has every right for free access to the installation site for time-to-time checkup and service maintenance.
6. Violations of system or network security are prohibited. The company will investigate the incidents involving such violation and will help the legal enforcement in case of criminal activities.

PERMANENT DISCONNECTION AND F&F SETTLEMENT

1. Subscribers are requested to make a written communication for permanent disconnection addressed to **Head – Customer Care, Symbios Creations Pvt. Limited.**
2. Permanent disconnection is not allowed during commitment period.
3. In case a permanent disconnection is requested during commitment period, the rental charges on pro-rata basis will be charged for the balance days in commitment period during Full & Final Settlement
4. On permanent disconnection, the refund of security deposit will be made through Account Payee Cheque after full & final settlement. This might take around 45 working days. The subscriber is requested to provide communication address while requesting permanent disconnection. The cheque will be delivered within 45 days at the address provided by the subscriber.

NETWORK UPTIME

1. Symbios will try to maintain an uptime of 90% in a month. No discount on rental will be given for uptime falling below 90%. The same will be compensated by giving service credit at the time of permanent disconnection
2. $90\% \text{ Uptime in a month} = (24 \text{ hours} * 365 \text{ Days} * 90\%) / 12 \text{ Months} = 657 \text{ Hours of Total } 730 \text{ Hours.}$
3. Downtime will be calculated from the time of registering a complaint by the subscriber with Symbios HELPDESK. A reference number will be provided by HELPDESK for each registered complaint.
4. Downtime due to failure of network/PC at subscriber end will not be calculated as downtime.

PRO-RATA CALCULATION

Pro-Rated Monthly Charges**

$$= \frac{\text{Monthly Usage Charges (As per the Bill Plan)} \times 12 \text{ Months} \times \text{Days Connected}}{365 \text{ Days}}$$

Pro-Rated Data Transfer Allowed**

$$= \frac{\text{Data Transfer in MB (As per the Bill Plan)} \times 12 \text{ Months} \times \text{Days Connected}}{365 \text{ Days}}$$

**** Note: 1 GB = 1024 MB**

TECHNICAL SUPPORT

Technical support will be rendered only for Internet Connection provided by Symbios. Support for problem due to software/Hardware other than those provided by Symbios, will not be entertained. Symbios is not responsible for Internet Connection Sharing / Software / Hardware problem at subscriber end. No discounts/waivers/compensation will be given for failure of subscriber network. **Support for Hardware, internal LAN and Sharing of Internet Connection at client premises will be a paid service.**

First Level Support [24 Hours]

Subscribers are requested to call HELPDESK promptly in case of loss of connectivity. The first level support will be telephonic support. Subscribers are requested to make available the error number or any other specific problems help troubleshoot the problem better.

Second Level Support [Available between 9:00 AM – 6:00 PM]

If the problem/Issue persists after the first level support, a technical support executive will give onsite support. However, support for calls registered after 6:00 PM will be promptly addressed in the first hour of the next working day.

Note:

- Subscribers are requested to change their password when they connect to the internet for the first time by visiting MY ACCOUNT section in <http://www.symbios.in>.
- Subscribers are requested not to change any hardware like RJ45 Connectors, Media Converters etc in the absence of Symbios' Technical Support Executive.
- Please note that the home connections are not meant for business organizations. Violation of this will lead to prompt de-activation without any prior notice.
- Subscribers are requested to terminate the connection in a PC's NIC (LAN Card) only. Terminating the connection in a SWITCH/HUB will lead to security flaws and unwarranted data transfer for which Symbios will not be responsible.

DECLARATION

I have read and accepted the **ACCEPTABLE USAGE POLICY** as detailed in pages 2, 3 & 4 of this registration form and shall abide by it. I also understand that Symbios Creations Private Limited can review this policy at its own discretion from time to time without giving any prior notice to me.

(INITIALS OF THE SUBSCRIBER)

Name : _____

User Name: _____

A/c No. : _____

Date : _____

Place : _____

SYMBIOS CREATIONS PVT. LTD.

REGD. OFF: 001 IT COMPLEX, NAGARJAN POINT, DIMAPUR BRANCH OFF: E-4 TOWER POINT, P R HILL, KOHIMA
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