

Consumer Charter

Jetspot Networks Private Limited

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i. Locations

JETSPOT NETWORKS PVT. LTD ('The Company') offers internet services to individual and enterprise segments by wireless & fibre to the home technology. Presently it is operational in multiple cities and towns all across Odisha.

ii. Services Offered

The company is offering its residential (Residential Broadband) and commercial internet (Internet Leased Line) services by wireless and fibre to home technology with speeds upto 1Gbps, by various usage plans catering to different segment of users. The plan details are available at <https://www.jetspot.in>

iii. Terms & Conditions of the Services Offered

- 1.** The term "JetSpot" wherever appears in this document shall mean and include JETSPOT NETWORKS PVT. LTD.
- 2.** The terms and conditions herein, acceptable usage policy and responsible usage policy directed by the company from time to time shall continue and will be an integral part of the agreement between the company and consumer with respect to the Service. The company reserves the right to change any or all aspects of this agreement terms operating rules, usage guidelines, prices governing the Service, service plans, the pricing structure, or product service policies at any time without any intimation to the consumer. The consumer acknowledges that it is his/her sole responsibility to apprise 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 consumer shall visit the website of the company to apprise himself/herself of the latest terms and conditions, service plans & policies etc.
- 3.** Every subscriber registration must be done with correct details such as name, address, telephone number and email address etc, in case of any change the same should be updated by the respective subscriber without fail or delay.
- 4.** The Service is being provided subject to all the applicable India Laws & regulations. The company shall provide the service to the consumer, in accordance with the terms and conditions then in force and as amended from time to time.

5. The subscription rental is Prepaid Only. Subscription Rental Amount once paid are non-refundable / non-transferable / non-adjustable.

The service (installation) 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 consumer in addition to the service charges and the consumer agrees to pay the Installation Charges for the Installation of Router/ONU/CPE and to the cabling done at the consumer premises, directly to the JetSpot representative or via our online gateway, as determined by time to time.

6. The company will put in its best efforts and strive to maintain the maximum possible uptime of the service. However, the company will not be responsible for disturbance in service due to reasons beyond its control, not limited to acts of god, lightning strikes, earthquakes, floods, storms, fires, natural disasters, explosions, war, hostility, civil commotion, public enemy, sabotage of cables, riots, bomb blasts, epidemic, quarantine, lockout, electricity fluctuations, electrical surges/blackouts/brownouts, internet outage, cable outage, fibre cut, malicious damages and etc

7. The consumer 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 the company and the obligation of the company to provide the services shall be on best endeavour basis.

8. The company shall not be liable to the consumer for any loss, expense, and damage of any kind in connection with the performance of obligation under the contract or arising from destruction, interruption, suspension or malfunction of the service, for whatsoever reason except when there is deliberate failure or breach of the part of the company.

9. The company will be responsible only for carrying data packets and is not responsible for its nature or content. Consumer guarantees that the service to be used for genuine purposes only and will not be used for any immoral or unlawful or socially unacceptable purposes.

10. Consumer acknowledges, accepts and specifically covenants that he is fully aware of the nature and terms of the service and acceptable usage policy. The consumer shall be exclusively responsible for making arrangements for getting the necessary hardware and software at his/her end. It is explicitly agreed that the company does not undertake any responsibility with regard to procuring, installing/maintaining the hardware and or software at user end. However, the Customer Premises Equipments provided either by the company, as the case may be, shall be maintained with diligent care by the consumer.

11. The services stopped for non-payment or non-renewal of packages may be reactivated without any charges within 15 days from the date of such deactivation. Further, the consumer may place their connections in safe custody by a written request to the company, for a maximum period of 45 days. Post 45 days on inactive state of any account, 250 INR will be charged to re-activate.

12. Consumer hereby undertakes to indemnify and hold harmless the company against any liability which may arise for any and all, acts on the part of the consumer if availing the services.

13. The consumer shall take full and sole responsibility for preserving the secrecy of the password. The consumer acknowledges and accepts 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. The company shall not be responsible for any wrongful or unauthorised usage under any circumstances.

14. The service to be provided shall be exclusively to the consumer, the consumer 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 consumer. Consumer shall not do anything that is detrimental to the company's interest.

15. The company shall have the right to terminate the services, without any prior notice to the consumer, in the event of breach of these terms and conditions on the part of the consumer. In the event of such termination by the company, the company shall not be liable to return any amount if the termination is by the consumer or for breach or failure on the part of the consumer.

16. The consumer acknowledges that the services are provided on "as is where is" basis the company, its employees, or, franchise and its associates make no warranty of any kind either service expressed, 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 service will be uninterrupted or error free. The company expressly excludes any implied warranty of merchantability or fitness.

17. Telephony on internet under existing law shall be limited to PC to PC only and expressly PC to any landline or mobile number and vice-versa is prohibited. The consumers shall strictly comply with the above and the persons involved otherwise are being liable to be prosecuted with the penalty as prescribed under law.

18. It is illegal to terminate internet telephony calls to any public telephone number (PSTN, ISDN, PLMN etc) in India irrespective of whether the same originate in India or abroad.

19. The consumer agrees that the Broadband service is a single PC connection, the company shall not be responsible for any downgrade of service due to redistribution by the consumer to its own devices.

20. The company's entire liability and the consumer's exclusive remedy for any failure or breach on the part of the company shall be the return of the charges paid by the Consumer relating to the unexpired period of the use, the company 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 the company 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.

21. In using the service the consumer agrees to comply with all laws, regulations and rules applicable and hereby indemnifies the company against any claims, loss, damage or consequence arising from non compliance of the consumer to any applicable laws, rules, regulations etc. The courts in Bhubaneswar shall have exclusive jurisdiction for any disputes arising out of the service.

22. The consumer 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.

23. The "backbone" i.e. the cables, switches, wireless equipments, etc. installed by the company shall not be removed/relocated these without prior consent from the company.

24. The consumer is required to intimate the company in advance in writing, in case they are installing a Wi-Fi router or access point on the service provided by the company. The consumer is required to ensure that his router SSID is in hidden mode and the access to the same is not open and is controlled by way of network key/encryption Key such equipment's shall carry such warranties as provided by the respective original equipment manufacturer. The consumer shall have no right or claim against the company for the failure of cable modem/router or any other hardware that are required to provide the services and shall be responsible for secured Wi-Fi access.

25. The company may accept the request for shifting of connection from the consumer only in case where the technical feasibility of the company is available in the desired new location and the consumer agrees to pay the charges fixed by the company, from time to time for such shifting. JetSpot Relocation Form - <http://www.jetspot.in/jetspot-relocation/> . JetSpot Fiber Customers who relocate have to again place feasibility request to JetSpot Team and get the quote for relocation and re installation, it will be always charged as regular installation price as per feasibility and there is no role of what you paid for your previous installation, as it involves manual

road-work for installation or re-installation whatsoever.

26. The consumer expressly authorizes and permits the company to provide any information /message/ password related to service by way of SMS to his/her/its registered mobile and/or e-mail mentioned overleaf, at all times.

27. 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 company reserves the right to block the user's email id or even terminate the services if this is violated by any user.

28. The speed mentioned against various service plans are the maximum connectivity speed as experienced within the JetSpot Network and the company shall block Internet sites as identified and directed by the Authorities from time to time.

29. For enhanced security, the JetSpot Broadband user ID, the default email ID of the subscriber declared during the time of registration and the MAC address (unique for each LAN card) will be tied each other.

30. JetSpot support ends at the termination cable at the customer end only. Internet experience after a router or switch, wont be under JetSpot support scope. The best support is extended till a LAN connected computer only, provided the computer is at its best health and free from any kind of virus and malware.

31. JetSpot reserves the right to terminate any customer if any customer is found sharing the internet connection illegally to others without JetSpot permission or abusing the network nodes, which eventually disturbs other customers in the same node.

JetSpot User Acceptable Usage Policy -

<http://www.jetspot.in/acceptable-usage-policy-jetspot/>

30. You may request to change your plan which will only get active, once your current subscription expires. JetSpot Plan Change :

<https://www.jetspot.in/jetspot-plan-change/>

31. You may get a public static IP without the subnet and gateway on broadband. Apply it online - JetSpot Public Static IP Application :

<https://www.jetspot.in/public-static-ip-application-form/>

32. Plans speeds advertised are speeds upto ISP Speedtest Node only. Our support and help is limited to connectivity speeds only not to download speeds to any 3rd party website or servers which is not owned by Jetspot. Speedtest should only be done at www.speedtest.net with JetSpot Networks host selected. Complaints or tickets using 3rd party speedtest website or apps, are not covered under support scope or ticket

scope. Any tests speed, latency, jitter to servers outside JetSpot scope and ownership will not be taken into support scope. At times, Speedtest stays really busy and in that case, JetSpot staff may test the speeds using some HTTP file downloads or FTP file downloads from JetSpot servers. The local throughput performance is measured within JetSpot through a local speed test server of JetSpot. In actual usage, the download speed may be subjected to the performance and connectivity of the destination application or web server which is not within JetSpot's control.

JetSpot will not be responsible for the quality of Customer's wireless connection speed. The download speeds on wireless connection are subjected to environmental factors within the home which include but not limited to: brick walls, concrete flooring, steel plate reinforced flooring, thick structural wall, pillar with steel reinforcements, filled fish tank, TV, mirror, microwave and CPU casing. The signal strength may vary or fail altogether due to above mentioned factors which are not within JetSpot's control. JetSpot shall not be liable for any loss or damage arising from such interference or failure. Customer shall be solely responsible for providing all equipment necessary such as mesh devices or repeaters, at its own cost, to extend wireless coverage beyond above mentioned limitations should the need arise.

33. JetSpot Customer accounts not renewed to a long term subscription, cannot be paused or cancelled or downgraded. Customer can ask to upgrade his package to some new offer package anytime and cancel his ongoing subscription, and no refunds or adjustments are allowed against any cancelled subscription.

34. JetSpot wont be responsible for your data usage or answerable to your data usage. JetSpot can only monitor your session logs and show you your full data usage details but cannot tell you, how or where its used, as we aint tracking you or spying on your data usage. Read More about it here : <https://www.jetspot.in/jetspot-data-usage/>

35. Even though our plan speeds are only connectivity speeds, still we can tell you about what speeds can you can expect from servers which are not congested and reachable quickly from your JetSpot Connection :
<http://www.jetspot.in/jetspot-fiber-what-speeds-can-i-expect/>

36. A JetSpot Customer account with a live subscription, cannot be paused or adjusted. It can only be cancelled and the customer will lose any funds associated with the subscription and pay for the next package he wants to subscribe.

37. Customer should only submit a ticket for speed degradation, after monitoring the speeds for 24 hours or more. Tickets without that test would be closed without action, since broadband means shared internet and speeds will depend on various factors. Internet being used for commercial reasons or commercial offices, are strictly recommended to subscribe for JetSpot Business Plan or Internet Leased Circuit from us, to get better contention and better priority in traffic and support.

38. Customers who are entitled to get security deposit refund will only be paid by check by JetSpot in the account holder name only. Security Deposit refunds are only done, once JetSpot team verifies the JetSpot device as 100% working condition with all the accessories intact.

39. Plan change or relocation requests on tickets will only be taken, if its sent by the account owner only, from his own Jetspot registered email address.

40. There is no SLA or uptime guarantee on broadband connections, so no adjustments or refunds are done, in case of connectivity issues or whatsoever. Internet Leased Circuits holders come with 99.5% uptime guarantee and SLA agreement, so they are eligible for rental adjustments during their next billing cycle.

41. Port 25, 5060, 5061 is blocked for the whole network. Port 25 can be unblocked once you purchase a static IP from JetSpot and sign the IP declaration form stating your reason. Port 5060 and 5061 can be unblocked by leased line customers, once they submit their VOIP/OSP license copy with JetSpot. And any public IP access is blocked as well. In order to use your IP for external services like DDNS or Remote Screen or CCTV port forwarding, you will have to purchase a static IP from JetSpot.

42. JetSpot wont be responsible for any downtime caused by the apartments, or societies power downtime or any issues whatsoever. Its the responsibility of the apartment/society officials to assign a good indoor safe place for JetSpot node device with 24x7 power backup.

43. JetSpot Fiber customers cannot contact/claim/question JetSpot Support about their downtime related to society end issues. Jetspot is not responsible any such situations.

44. Rental once paid is non-refundable under any circumstances arising due to society issues or whatsoever. You may disconnect or society may disconnect your service, JetSpot wont be responsible for any such situations. So, no customer is not eligible for

any kind of refund under any circumstances.

45. Latency and Jitter Complaints are not accepted from broadband customers, as broadband is shared internet, and it can get affected by various reasons, or traffic at nodes. JetSpot support for broadband customers is only limited till the connectivity speeds and not download speeds, as download speeds will vary from server to server, which JetSpot doesn't own or has the control upon. If latency is a vital figure for your work, you may contact JetSpot for a leased line connection and JetSpot will let you know the approx latency they can provide you with SLA Agreement. Latency questions or complaints are only accepted from Leased Line Customers who have been given a standard SLA Agreement with approx latency range values, which when crossed for long time, they are eligible for bill adjustments depending on the tenure of high latency to the specific IP as stated in their agreements.

46. JetSpot will not be responsible for the performance, longevity, signal strength or capabilities of the devices or equipments provided by them to the customers. JetSpot do not manufacture the devices. For any questions or warranty claim regarding any device or equipments, you will need to contact the manufacturer.

iv. Quality of Service Parameters & Promises:

The company is poised to provide its best of services within the parameters set out in The Quality Of Service Of Broadband Service Regulations, 2006/(11 of 2006) of TRAI. The company promises to achieve the parameters envisaged in the said regulations. Broadband speeds are guaranteed at 80% of the advertised upto speeds 24x7 as per TRAI guidelines. The ISP has to make sure, a customer speed never drops below 80% of his plan speed and it should be only tested over a single LAN connected computer. Testing over WiFi is not considered or taken as a complaint. JetSpot SUPPORT ENDS AT THEIR CABLE TERMINATING TO THE CUSTOMER END.

v. Customer Premises Equipments:

Wireless Customers :

Wireless Customers who have paid the security deposit, are responsible for the CPE device health until they are a customer of JetSpot. During disconnection, they are only eligible for the security refund, only when the team verifies the device and all of its accessories in perfectly working condition.

JetSpot covers the warranty on software only for any kind of CPE device and will replace for free during the 1st year. Hardware warranty is not covered whatsoever.

Customers can extend their warranty on CPE device or or before their 365th day of subscription, by paying an extra 1500 INR to JetSpot.

Upon completion of one year, JetSpot wont be changing the device for free for any customer, if any issues arises on the CPE device. The customer can choose to buy a refurbished CPE device for 1500 INR or brand new CPE device for 2875 INR from JetSpot which still comes with 1 year warranty on its software.

Fiber Customers :

There is no security deposit in JetSpot Fiber. So, the customer is responsible for its own ONU or Router or Switch, which he has bought from JetSpot. JetSpot wont be handling warranty claims on any of such devices. JetSpot can share the manufacturer details with the customer, and the customer may claim for replacement in case of any software issues. Hardware warranty is not covered whatsoever. Only wireless routers bought from JetSpot, is eligible for a FREE replacement for any software related issues with the router, during the first year. Hardware warranty is not covered whatsoever (lightning, short-circuit, electronic faults, adapter faults, sparks, etc). Speeds or coverage over WiFi Router provided by JetSpot is not under JetSpot support scope, as JetSpot is not the manufacturer. You may contact the manufacturer directly about it.

vi.Rights Of Consumers:

1. Right to select service provider of their choice.
 2. Right to get information regarding tariff before provision of service and
 3. every time the tariff is changed.
 4. Right to receive services in accordance with the quality of service
 5. parameters prescribed by TRAI from time to time.
 6. Right to get the rebate of rental in case of continuous disruption of service
 7. for more than 3 days, only when the customer has informed before 72 hours to the ISP about his connectivity.
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5. Right to lodge a complaint with the complaint centre established by the Company and to have access to a web based complaint monitoring system and approach an Appellate Authority in case of non redressal of complaint by the complaint ticket centre, in accordance with the Telecom Consumers Complaint Redressal Regulations 2012.
 6. To get refund of security deposit, if any, within prescribed time of request of termination of service subject to adjustment of pending dues, if any.
 7. Right of consumers for termination or disconnection of service: however obliged to make payment the respect of services availed by him.

8. Consumer have right to receive unique ticket number for every complaint registered by them.

vii. Duties & Obligations:

1. To offer services in accordance with the license conditions prescribed in the ISP License issued by DoT and applicable regulations prescribed by TRAI from time to time.
2. To place all plan details on the website.
3. A tariff plan once offered shall be available to a subscriber for a minimum period of 30 days from the date of enrolment of the subscriber to that tariff plan.
4. To provide services in adherence to the quality of service parameters prescribed by TRAI from time to time.
5. To establish a complaint center, to provide access to its consumers to a web based complaint monitoring system and to constitute an Appellate Authority to deal with consumers in case of non redressal of complaint by complaint center, in accordance with the Telecom Consumers Complaint Redressal Regulations 2012.
6. A unique ticket number shall be allotted to every complaint made by the consumer.
7. Appellate authority will resolve the appeal within 39 days of receipt of the appeal
8. To ensure that the tariff plans are communicated in a transparent manner to its consumers.

viii. GENERAL INFORMATION & CONSUMER CARE NUMBER

Customer Care Number 8690-330-330
Direct Numbers 7538009901, 7538009902, 7538009903, 7538009906,
7538009907, 7538009909, 7538009910, 7735009913, 7538009908, 9861509903,
9861809903, 7735709914.

Support Email support@jetspot.in

NOC Email noc@jetspot.in

Support Helpdesk www.jethelp.in

The Company provides all general information on its consumer care number and hence the General Information and Consumer Care. For anything beyond the generic support, it has to be emailed with concern to support@jetspot.in

ix. COMPLAINT REDRESSAL MECHANISM

Before you understand the redressal mechanism, you will need to go through those :

<http://www.jetspot.in/how-jetspot-customer-support-works/>

<https://www.jetspot.in/jetspot-support-levels-explained-for-customer-types/>

<https://www.jetspot.in/jetspot-priority-on-site-support-things-to-know/>

Call the Customer Care or Email to support@jetspot.in

Complaint Centre shall :

- a) At the time of registering of the complaint, communicate, through call, to the consumer the ticket number, date and time of registration of the complaint.
- b) Update the system with the date and time of registration of the complaint, ticket number assigned.

On completion of action on a Complaint :

- a) Communicate to the consumer, through sms, on resolving the complaint; and
- b) Update the system with the details of action taken.
- c) If the complaint is not resolved to the satisfaction of the consumer, the consumer can appeal to Appellate Authority within thirty days of

closure of complaint.

Turnaround Time for Onsite Support :

Residential Broadband Customers - Within 24 hours or before.

Business Broadband Customers - Within 12-24 hours or before.

Leased Line Customers - Within 1-4 hours or before

x. CONTACT DETAILS OF APPELLATE AUTHORITY

Address :

**The Appellate Authority
Jetspot Networks Private Limited
Plot - 312, 4th Floor, Khadi Niketan NX
Chandrasekharpur, Bhubaneswar - 751016
Orissa**

Email: ceo@jetspot.in

Note : All complaints escalated to appellate authority shall be in writing and should carry the respective ticket number issued by the complaint center, Within 30 Days from the date of completion of the complaint.

The complaint shall be looked into and a written orders to be made within 30 days of the complaint before the Appellate Authority.

xi. PROCEDURES FOR TERMINATION / DISCONNECTION OF SERVICE:

- The Company may terminate the Service on the occurrence of one of the following events:
 - (a) Forthwith by notice if the Subscriber has committed a material breach of the terms of CAF.
 - (b) If the consumer becomes an insolvent person.
 - (c) The company may stop the services by an advance notice of 30 days.
 - (d) If it is not technically feasible in continuing the provision of services.
 - (e) When the consumer fails to renew his account within 60 days from the date of expiry of validity.
 - (f) Notwithstanding any other provision, the Company may terminate a Service immediately on a case where the consumer is using the services for illegal purposes.

- Service Cessation. The Company may terminate the Service (a) upon thirty (60) days written notice to Subscriber if it ceases to provide that Service on a commercial basis at the Subscriber Premises.

JetSpot Disconnection Form :

<https://www.jetspot.in/how-to-disconnect-your-jetspot-account/>