

TERMS & CONDITIONS

• About

IKF Technologies Ltd., (Referred to as IKF) is a registered and licensed Internet Telephony Service Provider. Any individual / entity subscribing to the services offered by IKF are hereunder referred as the 'Subscriber'

• Service

IKF provides its services via Wire / Wireless, which requires to install and power an IKF Box (IKF Network Terminator) at my premises. I accept this requirement and hereby accord the permission for installing this.

• Billing

*New IKF subscribers are billed on 1st of the month subsequent to the month in which they have subscribed to IKF services.

IKF does the billing for its monthly packages on monthly advance mode. All the subscribers of IKF's services are by default aligned to the 1st to 1st monthly billing cycle. IKF does the billing for its fixed term packages (like Annual, monthly etc packages) from the date on which package is activated till the date the package expires. IKF bills its data package customers on prepaid basis. All usage which exceeds the package limit of a particular month is billed in next month bill cycle.

IKF invoice becomes due and payable, immediately upon the bill being raised.

• Payment

At the time of subscribing to IKF's data services, the subscriber is required to pay the following charges.

Installation Charges, if required as per the terms of the package being subscribed to

Security Deposit, if required as per the terms of the package being subscribed to

Subscription Charges for the entire package amount being subscribed to

Any other charges as may be required as informed by IKF sales staff to the subscriber

IKF Subscribers are required to pay their bills immediately on receipt of the same, else the services may be disconnected without notice.

Billing disputes will only be entertained upon the subscriber first clearing the entire amount billed by IKF. If IKF finds any genuine errors in its billing, the same will be passed to the subscriber by the way of a credit note in subsequent months.

IKF provides multiple monthly services to its subscribers, and not allowed to hold back or delay payments of one service on account of any issues or concerns that the subscriber may have with another service. In such circumstances, IKF retains the right to disconnect the services of the subscriber without notice, in-case of non payment within prescribed time.

IKF assigns credit limits to its subscribers based on certain parameters, and in case the subscribers cross these limits will be disconnected from the IKF service with or without notice.

• Power

IKF delivers its services using the wire/ wireless network. An active network requires power from the subscriber and IKF subscriber accords. His/ Her/ Their consent to the same for the duration of their subscription to IKF service.

IKF subscriber undertakes to never switch off the power to any IKF equipment which may be located in the premises of the subscriber, without giving adequate notices of at least 7 days to enable IKF to make alternate arrangements at the time of services being discontinued. Any violation of the same will be treated as a breach of this agreement.

• Usage of Internet

IKF explicitly prohibits its subscribers to use the services provided by IKF for any illegal or immoral activities as specifically prohibited by the laws of the land. Any deviation to this requirement, will invite immediate action from IKF, including but not limited to filing a complaint / case with necessary authorities for the purpose of enforcement of legal remedy or action.

IKF services cannot be used by the subscriber for illegal voice termination activities and any notice of the same will invite immediate censure by IKF and the same will be reported to the authorities who enforce the laws of the land.

IKF services cannot be used by the subscriber for malicious, illegal, anti-national activities and any notice of the same will invite immediate censure by IKF and the same will be reported to the authorities who enforce the laws of land.

IKF services are governed by the rules and norms prescribed by TRAI and DOT and accordingly, IKF reserves the right to track the usage of its subscriber's and on demand provide the same to the authorized Govt. Bodies.

IKF mandates that its subscriber's keep their access password secure and secret all the time. Any sharing of passwords is not permitted and in-case of any instance of the same is observed or brought to our attention, then IKF reserves the right to recover damages from the subscriber.

• Shifting your connection

IKF allows its customers to request for a connection transfer in case you are shifting your residence/office. The same is a chargeable service and it is subject to network feasibility/availability.

• Usage of Wi-fi

Usage of Wi-fi by a subscriber is strictly required to be in compliance with the Department of Telecommunication Policy on the same (www.dot.gov.in),. The subscriber is required to intimate IKF in advance, in case they want to install a Wi-fi Router or Access Point on the connection provided by IKF. Subscriber 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. Subscriber's may also opt to use the centralized managed Wi-fi Routers provided by IKF, in order that IKF can ensure compliance with the Wi-fi policy and rules, in case the subscriber's are not able to ensure compliance on their own with these requirements.

• Installation

IKF endeavors to provide installation of a new connection within 15 working days, as prescribed by TRAI, subject to Technical feasibility. In case of any delay beyond 15 working days, TRAI guidelines are adhered to by IKF

If extra cabling is required for feasibility, additional charges will apply.

• Refund Policy

IKF does not entertain refund of any amounts that may have been paid by the subscriber, for an Annual/ Semi Annual/ Quarterly/ Monthly package. Only in case of non-feasibility of a new connection, refund is made by IKF. The time for refund to be affected is 4-6 weeks, beyond the allowable time of 15 working days as mentioned above.

• Discount Policy

IKF provides service discounts in line with TRAI policy on the same, on a case to case basis, as needed.

In case of Billing disputes, IKF subscriber's are required to email their specific concerns to info@ikftech.in and the same will be addressed in 4-8 weeks, by way of discount/ credit note passed in the account of the subscriber.

• Disclaimer

The Internet contains unedited material, some of which may be illegal, sexually explicit, immoral or offensive. IKF is merely providing connectivity to the internet and has no responsibility or control over the content of the internet or the individual's usage of the same. IKF is not responsible for virus / malicious traffic which may infect the PC / Laptop of the IKF subscriber, since IKF has no control over the same. You, the IKF subscriber, assume full responsibility and risk for the use of the services provided by IKF. The subscriber is solely responsible for evaluating the accuracy, completeness and usefulness of all the services, products and other information and the quality and merchantability of all merchandise provided through the internet access service offered by IKF. The services by IKF are provided on an as available basis only. IKF does not warrant that the services will be uninterrupted, error-free or free from viruses or harmful components. IKF is not liable for any cost or damages that may arise directly on account of you are using the services provided by IKF, including any direct, incidental, explanatory multiple special punitive or consequential damages in any event including acts of god; lightning strikes, earthquakes, floods, storms, explosions, electricity fluctuation, fires and any natural disasters, malicious damages etc. Further, IKF does not accept any responsibility or blame for any loss (notional or otherwise) that you may claim to suffer on account of any deficiency or delays in the services provided by IKF. IKF also hereby informs the subscriber that their personal details will be provided to the legal Authorities on demand, without any prior intimation to the subscriber.

• Termination of Agreement

Continued use of IKF services, constitutes acceptance of the terms of this agreement in its present form without exception and also includes acceptance of any future revisions to the same. If the subscriber is dissatisfied with the services provided by IKF then the sole and exclusive remedy available to the subscriber is to stop using the services and to terminate the IKF account, under intimation to IKF in writing. This does not absolve the subscriber of any dues which remain and the same remains payable.

IKF also reserves the right to disconnect the services to the subscriber in case of any of a number of reasons, including but not exclusive to-negative address verification, non payment, violation of any terms of this agreement, usage of the service for any illegal or immoral activity etc.

• Jurisdiction

Any disputes arising out of/ or related to this agreement will come under the Kolkata Civil Court Jurisdiction.

DECLARATION

I confirm my acceptance to the terms and conditions specified above by placing my signature overleaf.

Name

Signature