



Terms & Conditions – PeakAir Pvt Ltd

INTERPRETATION

1.1. In this context unless the context otherwise requires:

Company means Peak Air Pvt Ltd. having its Registered Office at No:36/567 G Ananthapuri Building, P.F Road Kaloor P.O, Cochin – 682 017, its successors and assigns and all other entities involved in the provision of the Service.

The Price List and The Service Package means the schedule of charges for the Service, which the Company publish;

Contract means the agreement between the Company and Customer incorporating these conditions, the registration form displayed and completed and the price List.

Customer means any person as defined under General Clauses Act 1899 who the Company makes this Contract with. It includes a person who is acting on or for behalf of the Customer.

Information means the visual, textual or other information published or otherwise made available (directly or indirectly) on the internet using the Service.

The Internet means the global data network comprising interconnected network using TCP/IP (Transmission Control Protocol / Internet Protocol)

The Service means the service provided by the Company whereby Customer can gain access to the internet and, where applicable, any Service and facilities which the Company provides and Customer uses in connection with the Service and which are invoiced to the Customer.

Subscriber means a Customer. who has purchased the Service from the Company, limited by downloads and amount, and paid the Company in advance for the Service.

Third Party Content means all information, software and other content provided by any independent third party that can be accessed through or by virtue of the Service.

1.2 Company's Price List contains explanations, notes and conditions, which form part of this Contract.

1.3. These conditions, the Price List and the registration form annexed herewith and completed shall form part and parcel of this Contract between Customer and the Company for the provision of the Service.

2. PROVISION OF THE SERVICE

2.1 Company reserves the right to grant or not to grant the service to a prospective Customer subject to all material particulars being found correct on verification by the Company.

2.2. The contract shall run in concurrence with License Agreement between Department of Telecommunications and Ministry of Communications, Government of India and the Company for the operation of Internet services subject to other terms and conditions of this contract.

2.3. Company agrees to provide Customer with the Service on the terms and conditions of this Contract.

2.4 The subscriber acknowledges that no unused access limits will be carried forward after the expiry of download limit or after the expiry of amount paid by subscriber, whichever is earlier.

2.5 The Service is supplied for decent and lawful purpose only and without any express or implied warranties save for those warranties implied or imposed by Indian Law.

2.6 Customer must give the Company in writing any information required as per statutory requirement for use of the Service as notified to the Customer from time to time.

2.7. The Service is provided on and is available without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by the Company its affiliates or their respective employees shall create a warranty. Neither the Company nor its affiliates warrant that Service will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of virus, worms, Trojans horses or other harmful components.

2.8. The Service remains Company's exclusive property, Customer being licensed only during sustenance of this contract to use it to obtain access to the Service. At the end of the contract the right to use the Service ceases.

3. PROVISION OF HARDWARE FOR THE SERVICE

3.1. Internet Modem / Router and Network Interface Card is not part of the standard Service package and will have to be purchased by the Customer.

3.2. Customer is advised to use Internet modems / routers recommended by the Company.

3.3. Company technicians will install the connectivity upto Customer's premises (if it is not already present in Customer office) and connect the cable to Customer's Computer/ Local Area Network where Customer wishes to have internet Access.

3.4 Company technicians will also install Internet Modem/Router and configure Customer's Computer/Local Area Network to use the Service.

3.5. Recognizing that the Company is merely the supplier of Internet Modems/Routers (or any other hardware that may be supplied), the Company makes no warranties of any kind, expressed or implied in respect of the same, and also disclaims any warranty of merchantability and/or fitness for a particular purpose. Warranties in respect of all hardware supplied by the Company will be made and issued by the respective manufacturers.

3.6. If the customer has purchased the Internet Modem / Router in instalments and wish to terminate the subscription before all the instalments have been paid to the company. Customer will have to pay the balance instalment amounts and keep the Internet Modems / Router. In case customer fail to pay the balance instalments within 15 days of termination of subscription, customer will have to return the Internet Modem/ Router to the company and no money will be refunded to the customer in lieu of the Internet Modem / Router returned.

4. CHARGES

4.1. Customer acknowledge and agrees that they will pay the Company the initial sign up fee monthly fee and other charges as and when they fall due as may from time to time be notified to Customer by the Company in accordance with this Contract. Customer also agrees to pay all applicable statutory taxes relating to the use of the Service by Customer.

4.2 Company shall not be liable to refund any amount to the Customer when the Service is 'down' or suspended.

4.3. Company reserves the right to revise the charges, Price List, Service Packages for the Service from time to time at its discretion, which will be binding on the customer.

4.4. Company will invoice Customer on a periodic basis and an invoice will be either posted, couriered, emailed to the Customer.

4.5. It will be Customers responsibility to inquire about Customer outstanding and in case of non-receipt of bill, Customer have to contact the Company and pay the amount by the due date. Company reserves the right to withdraw/suspend/terminate the Service partially or fully in case of non-payment of invoice by the due date.

4.6. All the terms and conditions of the Service Package plans and payments shall be notified by the Company from time to time by way of Service Packages and shall be binding on Customer. All the subsequent Service Packages/manuals/booklets etc., issued by the Company from time to time shall be binding on Customer.

4.7. The subscriber agrees to pay the monthly / quarterly / semi-annual/annual charges by way of Direct Bank Debit system or any other system of payment as stipulated by the Company. Should the Company proposes Direct Bank Debit system or any such other system, the Customers shall issue Standing Instructions to their Bank authorizing the Company or its Banker(s) to Debit the Customers Account with the stipulated monthly / quarterly / semi-annual / annual charges as the case may be.

5. USE OF THE SERVICE

5.1 Customer will not reproduce, distribute, publish, copy, download or otherwise exploit any Third Party Content which is protected by copyright or similar rights unless the Customer owns or controls the relevant rights thereto or have obtained all the requisite licenses and approvals. Reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the customer as aforesaid will hold the Customer liable for Infringement of Copyright or other applicable laws.

5.2. For the purposes of the legal provisions or otherwise, Customer further acknowledges, agrees and authorizes the Company to access, copy, amend or delete any Third Party Content uploaded or otherwise provided by the Customer through the use of Service where any such Third Party Content or content is, or is alleged to be, defamatory, in breach of copyright, illegal or is otherwise not appropriate in Company's sole opinion to be accessed or otherwise provided by or through the use of the Service.

5.3. Customer is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not generated/ sent by the Customer. Customer understands further that the Internet contains unedited materials, some of which is sexually explicit or pornographic material that may be offensive to some people. Customer access to such materials will be at Customer's own risk. Company has no control over and accepts no responsibility whatsoever for such materials.

5.4. Customer is responsible for and must provide all equipment necessary to access the Service. Company reserves the right to disconnect or deactivate Customer's equipment or software at anytime without prior notice including in situations where the equipment or software is interfering with Company's other Services. Customer must comply with Company's requirements as regards access equipment and/or mode of access to and/or use of the Service.

5.5. Company reserves the right to amend any particular program, information or facility, which the Company provides or may provide through the Service. Customer agrees to abide by all applicable laws relating to the use of the Service and any Third Party Content. Customer must abide by generally accepted rules of conduct relating to proper use of Internet resources.

5.6. customer has to pay Company interest free security deposit as and when specified by the Company. Company also reserves the right to ask Customer for advance deposit any time during the sustenance of this contract for use of Service and it shall be binding on the Customer.

6. SECURITY

6.1. Customer confirms and warrants that all the information supplied by the Customer while registering for the Service is true, complete and accurate in all respects.

6.2 Company reserves the right to verify the information given by the Customer in the application form and can also use the information through Company's authorized agent or representative to verify the data at the addresses given by the Customer or from any other independent source. Company reserves the right to use this information and data at its discretion.

6.3 Customer agrees to notify the Company immediately of any changes to the information Customer had given to the Company when registering for the Service, including any changes to Customer's account details by e-mail, courier or registered post.

7. RESTRICTIONS ON USE

7.1 Customer is not allowed to resale the Service (except World Wide Web service) and the right to access is subject to limits and restrictions established by the Company from time to time.

7.2 If the Customer is a value added telecom service provider, Customer would require necessary permission/license from Dy. Director General (CS), Department of Telecommunications.

7.3 As per Department of Telecommunications, Govt. of India, Telephony on Internet is not permitted. The Service will be terminated for any violation of this clause of the contract.

7.4 Customer is required to fully comply with the provisions of the Indian Telegraph Tax, 1885, and the Indian Telegraph Rules made there under and any amendments or replacements made thereto from time to time.

8. LIABILITY

8.1 Company shall not be a party to any transaction including, without limitation, for goods, Service and/or Third Party Content, between the Third Party Content provider, etc. and the Customer.

8.2 In no event shall the Company or its employees be liable to anyone for any or any special, incidental or consequential damage arising out of or in connection with the use of (or inability to use) the Service, including, without limitation, damage resulting from or for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever, non-deliveries, or service interruptions whether attributable to any negligent act or omission of Company or of its employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made.

8.3 Company will put in best efforts and strive to maintain the maximum possible uptime of the Service. However Company will not be responsible for action beyond its control. Customer acknowledges and accepts that in the very nature of the Service to be provided there can be number of factors affecting the provision of the Service and Company's obligation to provide the Service shall be on best endeavor basis.

8.4 Any termination of this Contract shall not affect any accrued rights of liability of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressed or by implication intended to come into or continue in force or after such termination.

9. INDEMNITY

Customer will be responsible and liable for and will indemnify the Company in respect of liability for any and all use of Customer's account and all actions and costs incurred and for all use of the service accessed through Customer's account or otherwise by virtue of the

provision of the Service to the Customer including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights and any breach or non-observance of any term of this Contract by the Customer.

10. VARIATION OF TERMS AND CONDITIONS

Company reserves the right to modify and amend this Contract, the Service, operating procedures or any of its Service fees, late charges and prices and may discontinue or revise any or all other aspects of the Service Company's sole discretion.

11. LAW/JURISDICTION

11.1 If any term or condition of this Contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Contract and shall be deemed to be deleted from this contract. If any provision of this Contract is determined to be invalid the other provisions shall remain in full force and effect.

11.2 Neither the course of conduct between the parties nor trade practice will modify the provisions of the Contract.

11.3 The provisions of all obligations of and all restrictions on Customer will survive the termination of this Contract.

11.4 No failure or delay on Company's part to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise or any right or remedy preclude the further exercise of such right or remedy as the case may be.

18. By signing up at Peak Air Pvt Ltd you are giving us the consent that PeakAir Pvt Ltd can reach out to you via telephone call, Whatsapp,facebook messenger,SMS, Voice IVR or Email which will be both through transactional or promotional in nature.