

## **Refund & Cancellation Policy – Peak Air Pvt Ltd**

### **1. WITHDRAWAL SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT**

1.1 If the Customer commits breach of any one of the terms and or conditions of this Contract including non-payment or late payment of any part of any invoices or if Customer's use of or action in connection with the use of the Service is inappropriate, in Company's sole opinion, with the continued use of and/or subscription of the Service, then Company may at any time, at Company's sole discretion and without prejudice to any other remedy available to it at law, either suspend Customer's access to and use of the Service until such breach is remedied or terminate this Contract and Customer's access to and use of the Service immediately. Reinstatement of Service will require full payment of outstanding balance and other charges plus applicable initial sign-up fee. It shall be Company's sole discretion to allow such reinstatement of the Service in full or partially.

1.2 Company may suspend the Service during Technical failure modification or repair or testing of the service network.

1.3 Company reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying Customer in case Customer's payment instrument is returned unpaid to the Company for whatever reason by Customer's bankers.

1.4 Subject to Clause 11.1 the Company may terminate this Contract and the Service at any time by informing Customer by post, courier, electronic mail/or facsimile transmission.

1.5. Should the Company suspend or terminate the Service pursuant to Clause 11.1 Customer have no right to any data stored and the Company shall be under no obligation to make such data or any copies of its available to the customer in any form whatsoever. Should this Contract terminate for any reason whatsoever Customer data stored on company's facilities will be explicitly erased without prior notice.

1.6. Company reserves the right to appoint any agency and authorize the agency to do verification of information given by the Customer and collection on Company's behalf. In case of any incorrect information found in the application form given by Customer, Company reserves the right to partially or fully withdraw/ suspend/terminate the Service forthwith without any notice in that regard.

1.7. The parties to this contract may terminate this contract without cause and without prejudice to Company's rights as specified in this contract, by serving at least 30 days written notice on the other side.

## **2. FORCE MAJEURE**

2.1 If at anytime, during the continuance of the service, the performance in whole or in part, of any obligation under it shall be prevented or delayed by reason of war, hostility, Acts of the public enemy, civil commotion, sabotage, fire, flood, earthquake, riots, bomb-blasts, explosion, epidemic, quarantine, restriction, strikes, lock out, compliance with regulations, orders or instructions of any Central, State or Municipal Government or agencies thereof or any other Acts of God etc., Customer will not have any claim for damages against the Company in respect of such non-performance or delay in performance of the service.

2.2. The Company shall not be liable to the Customer in any manner whatsoever, for any delay or failure in providing the Service, if the same is related or connected, directly or indirectly, to any reason that is beyond the control of the Company. For this purpose, a matter beyond the control of the Company shall include, but shall not be limited, to the following:

2.2.1. Delay or disruption in the Service attributable directly or indirectly to the lines of the upstream gateway service provider

2.2.2. Delay or disruption in the Service attributable directly or indirectly to the directions of any Statutory and/or Regulatory Authorities and

2.2.3. Delay or disruption in the Service attributable directly or indirectly to a change in law.

## **3. ASSIGNMENT AND TRANSFER**

3.1. Company may assign this contract at any time and that will be binding on Customer.

3.2. This contract, the Service shall be non-transferable by Customer in nature and any private transfers effected by Customer shall not absolve Customer of its primary duty towards the Company for the charges levied pertaining to such particular contract/service. However, Customer may seek Company's prior permission in writing for intended transfer. In case of such permission being granted by the company. Customer shall be under an obligation to fulfill requisite documentation formalities and payment of charges as specified by the Company from time to time. Customers shall be liable and under an obligation to fully discharge its payable due till the date of such regularized transfer from the Company.

## **4. GIVING NOTICE**

Save as specified in this Contract, any notice or other communication to be given by the Company under this Contract shall be in writing and shall be served by either e-mail, fax, courier or post at Customer address as specified in this Contract or as are notified by the Customer as per clause 6.3 above.

## **5. REFUND POLICY**

No refund is allowed.