

# TELECOM CONSUMER CHARTER



**SATZILIO TELECOM PRIVATE LIMITED**  
(FORMERLY V-CON MOBILE & INFRA PRIVATE LIMITED)

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## 1. Details of the Service provider: -

Satzilio Telecom Private Limited (“STPL”) (formerly V-Con Mobile & Infra Pvt. Ltd.) is born out of a vision to become the most admired telecom company. The company currently operates as a specialized Enterprise Communications service provider that offers a complete portfolio of telecom services along with a host of value-added services.

## 2. Vision & Mission:-

- Deploy cutting edge technology to continuously innovate to serve customer needs in a user-friendly way.
- Partner with technology, content and distribution firms for speed to market, scalability and leadership
- Set new benchmarks for customer care
- Set new standards in operational excellence resulting in profitability and attractive stake holder returns
- Provide a vibrant and fulfilling work environment for a passionate and empowered team

**Satzilio Telcom Private Limited (“STPL”) (formerly V-Con Mobile & Infra Pvt. Ltd.)** is a "Telecommunication Service Provider" offering its services under the brand name of “Smart Play”. STPL is offering Access Services and Internet Services vide License Number: DS-11/250/2018-DS-III dated 03 December 2018 issued by the Department of Telecommunications, Government of India, New Delhi.

### **Registered Office:**

Cabin No.63, 6th Floor,  
E-252, Industrial Area, Phase 8-B,  
Mohali, Punjab 160055  
Phone No: +91-7657825400  
Website:- <https://smartconnect.live/>

## 3. **Services Offered**

STPL (V-Con Mobile & Infra Pvt. Ltd.) is a specialized Enterprise Communications service provider. We offer smart Voice & Bulk SMS solutions backed by innovative and intelligent technical platforms for SME’s, MNC’s, large Enterprises & Government entities.

## 4. **General Terms & Conditions (for Access Services)**

PREAMBLE: This Agreement is entered into between the Subscriber i.e particulars of whom mentioned in the overleaf to this Agreement (Hereinafter referred to as “Subscriber”) and Satzilio Telecom Private Limited (formerly V-Con Mobile and Infra Pvt. Ltd)., a company registered and incorporated under the Companies Act, 1956 ("Act") having its Registered Office at: E-252, cabin No.63, 6thFloor, Phase-8B, Industrial Area, Mohali-160055,Punjab (Herein after referred to as

“STPL”). (STPL and Subscriber shall be collectively referred to as the “Parties” and individually a “Party”)

#### A . 1.TERMS AND CONDITIONS:

The term of this Agreement shall commence upon STPL accepting the form overleaf duly signed by the subscriber and shall be valid till either of the Parties terminates the Agreement or on the request for disconnection/surrender of connection by the Subscriber. The Agreement shall co-terminus in concurrence with the License granted to STPL by the Government of India for the purpose of providing Unified Access Telephony Services in the State of Punjab and UTC including Panchkula town, and shall be subject to all the applicable laws, bye laws, rules, regulations, notifications orders, directions of the Government/ Courts/Tribunals/Authorities and shall further be subject to other terms of this Agreement and shall be as per the terms and conditions of the tariff plan(s) services chosen by the Subscriber.

2. The Subscriber represents that he/she has been fully informed about the services provided by STPL, its specification, requirements, limitations etc., and only thereupon signed this Agreement. This Agreement read with the Application Form is the complete and exclusive statement of the Agreement between the Parties hereto and it supersedes all prior understanding or agreements whether oral or written in this regard.

3. This Agreement has been duly authorized and executed and is valid and binding and is enforceable by law in accordance with its terms.

4. STPL reserves the right to reject any application, without assigning any reason. The information provided by the Subscriber/gathered by STPL shall become STPL's property even if the application is rejected and can be used by STPL in any manner, it deems fit.

5. Subject to the Arbitration, any litigation between the Parties in respect of any dispute pertaining to this Agreement would be subject to the exclusive jurisdiction of courts situated at Chandigarh only and no other court will have any territorial jurisdiction to try and decide any of the said litigations.

6. All disputes and differences arising between the Parties to this Agreement shall be referred to the Sole Arbitration who shall be the Business Head / Director of STPL, who would be at liberty to himself/herself act as an arbitrator, or to appoint any of his/her nominees for the purpose. If the person so appointed ceases to hold office then his/her successor would continue with the arbitration proceedings from the stage the earlier arbitrator ceased to hold office and the new incumbent need not start the proceedings de-novo. It is dearly understood that no Party will have any objection to the appointment of any person as an arbitrator on the ground that the said person has dealt with the matter at any stage or that he/she is an employee/ex-employee of STPL.

#### B. STPL COMMITMENT:

1. Upon STPL's acceptance, the Subscriber will be provided with a directory number in order to enable him to avail the services of STPL.
2. The directory number is and shall always remain the property of STPL.
3. Upon receiving explicit consent from the Subscriber, STPL reserves its right to activate and charge the Subscriber for the Services activated by it. The Subscriber shall be responsible for

intimating, in writing, unwillingness for disconnection of such service so as not to be charged for the said Service from the date of disconnection of the Services. STPL may inform the Subscriber of such activation and/or disconnection via any method such as SMS, email, call, etc. or through public communication.

4. STPL will not be responsible or liable for any impact on service availability and reliability, and STPL is entitled to without any liability refuse, limit, suspend, vary and/or interrupt service at any time, at its sole discretion, with respect to one or more Subscribers, one or more category of Subscribers, all Subscribers without any notice, for any reason and/or due to various factors including but not limited to:

(I) Government's rules, regulations, orders, directions, notifications, etc. including changes thereto;

(ii) Transmission limitation caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions and/or such other features/conditions, system(s) changes or capacity limitations for reasons of upgradation, updation, variations, installation, relocations, repairs, operation and /or maintenance of system/equipment/services;

(iii) Combat potential fraud, sabotage, willful destruction, etc;

(iv) Any legitimate business purposes/decisions;

(v) Force Majeure circumstances;

vi) Equipment incompatibility with STPL's network including Subscriber premises equipment;

(vii) Delayed/non-payment of bills, incurring charges in excess of deposits credit limits, non-deposit of any increased advance deposit advance(s) or if it appears that usage was exceeding limits/levels expected by STPL for the type of account/ Subscriber; and the Subscriber had been provided sufficient notice regarding the same.

(viii) If Service is used in any manner that violates any laws, bye-laws, guidelines, etc. or adversely affects or interferes with STPL's Services in any manner whatsoever;

(ix) Any discrepancy/wrong particulars/information) provided by the Subscriber.

(x) Problems arising on Interconnection between service providers/BSNL/ MTNL; and

(xi) Breach of any term or conditions of this Agreement on the part of the Subscriber. It is the paramount term of this Agreement that STPL shall have the sole discretion to allot or not to allot a suspension/disconnection, reconnection may be made by STPL.

5. Privacy of communication is not guaranteed and is subject to Government regulations and other factors. STPL may be required to disclose any information or particulars pertaining to the subscriber to any authority, statutory or otherwise, including but not limited to any debt collection agency, credit reference agency, security agency, financial institution or bank and reserves the right to comply with the same at its discretion.

6. STPL is entitled to change, vary, add and withdraw any service/ supplementary service

and/or to vary its charges relating thereto at any time, in its sole discretion and/or under TRAI regulations and guidelines.

7. STPL reserves the right to vary the billing cycle at its sole discretion.
8. STPL reserves the right to apply a monthly financial exposure (credit limit) and such other conditions for charges incurred by the Subscriber and to demand ad hoc interim advance payment failing which STPL reserves the right to suspend or disconnect access to the Services, wholly or partially.
9. Bills include, inter alia, call unit charges, monthly rentals, services tax, installation charges, reconnection charges, charges for other services and other applicable interests, penalties, fees, charges, etc. The respective charges may be added, deleted and/or varied by STPL in its sole discretion from time to time with prior intimation to the Subscriber.
10. Any delay in payment / part payments of any bill, non-payment of any disputed charges pending settlement, non-deposit of any increased deposit/ advance, etc. may result in deactivation, at the sole discretion of STPL without any liability. Reactivation shall be at the sole discretion of STPL.
11. Services and rebates:
  - (i) Provision of additional services /supplementary services etc. shall be at an extra charge and on such other /additional terms as are specified by STPL from time to time.
  - (ii) Commercial Subscribers will be declassified as per TRAI guidelines and tariffs will be charged as per applicable rules,
  - (iii) All rebates or other special benefits announced by STPL from time to time shall have a time limitation / validity. STPL has the right to withdraw /vary/ extend/any/or all such rebates etc. at any time including during the offer period after due intimation.
  - (iv) The Subscriber has understood that depending on the different services/plans chosen by various Subscribers, the prices/charges/fees etc. and terms and conditions applicable thereto may also be different.
  - (v) During technical failure or modification or repair or testing of the network, STPL reserves the right to totally or partially disconnect the Subscriber's connection. STPL shall not be liable for any consequential loss or damage or third-party claims arising from such disconnections.

### C. SUBSCRIBER'S COMMITMENT

1. On filling up overleaf to this Agreement, the Subscriber shall have deemed to have read the entire Agreement, the standard tariff package and the alternate tariff packages and has made an informed and conscious choice on the basis of the information as published and has completely understood the financial implications of the publication fully and in the true meaning as intended.
2. The tariffs and charges are based on the currently prevailing TRAI regulations and interconnect arrangements with the other telecom companies/players. The same shall be

altered in the event of any change in the said regulations and/or arrangements.

3. For deletion/deactivation of any features/ supplementary services, the Subscriber shall provide notice to STPL in writing well in advance.
4. The Subscriber shall use the Services of STPL strictly in accordance with the existing laws of India. Subscriber cannot use the Services for any unlawful or abusive purposes or for sending obscene, threatening, harassing messages affecting /infringing national interest, nor create any damage or risk to STPL or its network and / or other Subscribers). Any such infringement or misuse would not be attributed to STPL. The Subscriber agrees and undertakes to own responsibility for such misuse and any action as applicable will be taken against the Subscriber only. Under any circumstances, STPL shall not be responsible for any act of commission or omission of the Subscriber amounting to an offence under any penal statute. The sole responsibility in such a case shall be that of the Subscriber including bearing the legal costs pertaining to the legal case(s) initiated against STPL due to the aforesaid and STPL will not be deemed to be involved in such act/activity in any manner whatsoever including knowledge thereof or connivance thereof.
5. Bills shall be paid on or before the due date including any extra deposit if they exceed the credit limit as assigned by STPL. Payment in time the essence of this Agreement.
6. The Subscribers shall pay the bills by the due date in favour of " Satzilio Telecom Private Limited (formerly V-Con Mobile and Infra Pvt. Ltd)". It is the duty of the Subscriber to check his/ her balances and settle the same well within time to avoid any penalty and/or suspension or termination of the Services. In the event of non-receipt of bills, the Subscriber shall immediately inform STPL regarding the same and seek a duplicate bill. Charges may apply for issuing a duplicate bill at the sole discretion of STPL.
7. Subscriber shall pay all charges in full, without any deductions, set off or withholding and in respect of all services availed whether authorized by the subscriber or not, which shall include any extra deposit on account of increase in the credit limit as assigned by STPL.
8. Rentals shall continue to be payable in respect of any period of suspension or restriction of Services, which is requested by the Subscriber or enforced by STPL under statutory guidelines/orders/directions.
9. STPL shall address all billing statements and any notices under this Agreement to the billing address given in the application form or as intimated in writing by the Subscriber.
10. Any increase in taxes and/or levy of new taxes, levies, duties, etc. shall be debited to the Subscribers account.
11. The Subscriber shall be solely responsible for all charges levied by any inter-exchange carrier and the renegotiations and payment of any sums required by any inter-exchange carrier. STPL shall not be liable for any failure of any inter-exchange carrier to complete calls made by the Subscriber or for denial of any inter-exchange services.
12. If Subscriber fails to make any payment, STPL among other rights/ legal remedies is authorized to demand immediate payment thereof through any credit provider / bank having account of the Subscriber.

13. STPL reserves the right to adjust the interest free deposit amounts/advances/fees etc. against any delayed/non-payment of a bill or any amount thereof.
14. STPL reserves the right to apply for payments in the first instance to interest, damages and including but not limited to the principal amount due.
15. STPL reserves the right to vary/ increase/ decrease the amount of deposit /advance fees at any time, with prior intimation, in its sole discretion with respect to any /all Subscribers.
16. In the event of payment of bills being made by the Subscriber by cheque and the same being dishonoured, the Subscriber shall pay charges as per STPL's policy applicable from time to time on each dishonoured Cheque, towards bank charges and other incidental charges irrespective of any legal action against the default, permissible under the provisions of law. In the event the cheque given by the Subscriber got dishonoured, STPL may ask the Subscriber to pay the dues in cash for the period for which the said cheque was provided and for the subsequent billing period as per the discretions of STPL.
17. If the Subscriber's equipment/device (provided by STPL at the time of activation/provisioning) is lost or stolen through which the Services were availed by the Subscriber, the Subscriber shall inform STPL immediately in writing. This will authorize STPL to suspend all or part of the Services and/or disconnect Subscriber equipment or GDN number from the network.
18. The Subscriber shall comply with all directions issued by STPL relating to the network, the Services and / or any matters connected therewith and provide STPL with all other and further information and cooperation as STPL may require.
19. The Subscriber shall not place or use anything in such a way or position in relation to the Subscriber equipment/device or any other link that is not approved for such use by STPL.
20. The Subscriber equipment/device must be technically and operationally compatible with the system which will be used by the Subscriber in compliance with all applicable laws, rules and regulations enforced from time to time. The operating characteristics of the Subscriber equipment/device shall not interfere with the Service provided by STPL. The Subscriber acknowledges that it is a breach of the Agreement to alter any Subscriber equipment or other equipment to defraud STPL or any other individual or entity in any manner, any damage/loss occurring due to the said breach, the Subscriber shall be liable to pay compensation and damages to STPL or any such affected individual or entity.
21. The payment against monthly bills beyond the due date shall entail surcharge (s) as fixed by STPL from time to time. In case the payment is made after the due date applicable rebates (if any) will stand withdrawn from that bill. Overdue payments shall attract a late payment charge as per STPL's policy applicable at that time.
22. The Subscriber shall deposit with STPL, as a security deposit, such amount(s) as STPL may determine from time to time. STPL reserves the right to adjust/apply the said security deposit amount in full or part satisfaction of any sums due from the Subscriber to STPL at any time. Subscriber shall continue to be liable for maintaining the security deposit amount, in case of such deduction/ adjustment made by STPL, if required.



23. No interest is payable nor will be paid on the said security deposit, advance and/or any excess payment made by the Subscriber. STPL reserves the right to increase the amounts of such deposit(s) /advance(s) etc. at any time at its sole discretion with respect to any / some /all Subscribers, STPL may call for advance / additional security deposit for any facility/ies made available to the Subscriber at his/her/their request, and other Services.
24. In case this Agreement is terminated in accordance with the provisions of this Agreement, the Subscriber shall return the Customer Premise Equipment (CPE) in a good working condition.

#### D. TERMINATIONS

1. Either Party shall have the right to terminate the Agreement with or without assigning any reason by giving seven (7) days prior notice in writing. The Subscriber should give the termination notice in writing and duly received by STPL. Unless due to some unforeseen/exceptional circumstances, the money deposited by the Subscriber shall be refunded as per the TRAI guidelines. But this refund is subject to the terms of this Agreement.
2. Notwithstanding anything contained herein above, STPL shall be entitled to immediately terminate this Agreement and the Services to be provided therein if the Government or the Authority suspends, terminates, nationalizes or takes over the license or the Services temporarily or otherwise.
3. In the event of termination of the Agreement for any reason whatsoever, STPL shall be entitled to recover all outstanding charges and dues from the Subscriber along with the CPE.
4. If the Agreement is terminated for reasons of wrong, incorrect or fraudulent information provided by the Subscriber, STPL can at its discretion, shall recover all dues without any liability on STPL.

#### E. DISCLAIMER OF LIABILITY

1. STPL makes no express or implied warranties whatsoever regarding the Service etc. and shall not be liable to the Subscriber and or any other person. Subscriber hereby waives and agrees to continue waiving any/all claims actions for any loss, delays, costs, expenses, fees, judgments, damages, direct, incidental or consequential arising out of any mistake, omissions, interruptions, delays, errors, defects and/or other failures with respect to the Services or billing arrangements. Further, Subscriber remains liable for his/her own acts of negligence or omissions.
2. STPL or any of its representatives, agents or authorized dealers shall not be held responsible or liable for the loss of any Subscriber agreement and or instruments of payment or any delay in receipt when sent by mail.
3. The Subscriber hereby agrees to indemnify and hold harmless STPL and its officers from all suits, costs, damages or claims of any kind arising out of any act, omission or use of the Service by the Subscriber or any other person with or without consent including but not limited to claims for personal injury or death of Subscriber or other users of the Subscriber's equipment

or Service provided by STPL or used in conjunction with such equipment or service provided by STPL and arising out of manufacture, purchase maintenance, installation, return or use of subscriber equipment or service arising by operation of law whether the claim is based in whole or in part on negligence or omission of STPL, its employees and/or agents.

4. The Subscriber hereby agrees to indemnify and hold STPL harmless against any claim or liability, slander, infringement or violation of copyright from the use of Services by the Subscribers or by anyone else using the Subscriber's equipment/device.
5. STPL shall not be responsible for any civil or criminal liability incurred by the Subscriber due to misuse of the Service provided by STPL that is any acts of commission or omission by the Subscriber.

#### F. SALE OR TRANSFER

1. The STPL's Goods Delivery Note (GDN)/ Challan/ Acknowledgement receipt shall be non-transferable. However, the Subscriber may seek prior permission in writing from STPL for the intended transfer. In case of such permission being granted, the substituted buyer may be allocated a new telephone number at the sole discretion of STPL after all the requisite formalities having been completed by the original and substituted buyer. The primary/original Subscriber shall be liable and shall fully discharge his/her/their dues till the date of such regularized transfer from STPL. The security deposit received from the primary/original subscriber will be adjusted, transferred or returned (after deductions if any) as the case may be. If STPL is required to refund or return the security deposit to the primary/original subscriber the transferee in such an event would have to give fresh deposits to STPL as may be applicable or decided by STPL.

#### G. EQUIPMENT (WHERE APPLICABLE)

1. All the hardware, provided at the time of activation/ provisioning of services and any other equipment/accessories, equipment provided (but not sold) by STPL shall always remain the exclusive property of STPL. The Subscriber shall return such equipment and accessories to STPL or its authorized representative on termination of this Agreement by either Party or in case of disconnection of the telephone/ services.

2. STPL will test the equipment and the Subscriber shall ensure its functionality. Thereafter STPL shall not be responsible for any fault, or defect, which is not expressly covered by the manufacturer's warranty of the equipment. Any repair of the equipment for fault shall be charged from the Subscriber as per STPL policy on the subject from time to time.

#### H. AMENDING THE AGREEMENT

1. STPL may amend/modify all or any part of this Agreement, at any time, by giving the Subscriber prior written notice. Subscriber's continued use of the Service or payment of any bill after STPL has sent out such copy of the amendment/modification will constitute the subscriber's consent. Regardless of anything in this Agreement STPL's rights and remedies, as well as those available at law obligation/provision, or any waiver by any party of any breach of any provision/obligation of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions, or waiver of the provision itself or a waiver of any rights hereunder.

2. The obligations of the Parties hereto remain suspended if and to the extent that both Parties are

unable to carry out such obligations owing to force majeure or reasons beyond their control. In the event of such inability continuing for more than six (6) months, the either Party shall have the right to terminate this Agreement without further obligation except payment obligations as per this Agreement.

3. This represents the entire Agreement between Subscriber and STPL and may be modified by STPL from time to time as provided herein.

#### I. METERING

1. The procedure and charges for metering of charges etc., transfer, closure, etc. shall be such as may be determined and varied from time to time by STPL in accordance with TRAI guidelines.

#### J. INSTRUCTIONS

1. Public Limited Companies may enclose a Certificate of Incorporation along with any proof of identity (as listed in the front page) of the authorize officer of the said company.

2. In the case of Govt. of India Undertakings, Govt. of India Offices/State Govt. Offices, the aforesaid requirements are dispensed with and self-certification on the letter head will suffice along with the name and designation of the coordinating officer to be consulted in case of need.

3. In the case of foreign missions in India and other foreign agencies, the name and designation of the authorized officer along with the details of officials etc. for whom the Service is intended.

4. In the case of outstation Subscribers, details of local references are to be given.

#### K. MISCELLANEOUS

1. The statements or descriptions of, correlated to, the Service are informational only, and are not made or given as a warranty of any kind.

2. Notice will be considered effectively given when sent by registered email ID/ registered mail/UPC /courier addressed to the Subscriber at last known address, according to the STPL records, or by publishing such variation at STPL principal place of business

3. STPL may without notice assign or delegate all or part of its obligation, rights, and/or duties under this Agreement to a third party. Such assignment releases STPL from all liabilities and obligations.

4. This Agreement is personal to the Subscriber and the benefits and liabilities thereof may not be assigned or subcontracted to anyone without the written consent of STPL.

5. This Agreement binds the Subscriber and wherever applicable his/her/their Heirs, executors, administrators, successors and permitted assigns, and similarly the term benefits STPL includes its successors and permitted assigns

6. If any part of this Agreement is held invalid the remaining provisions will remain unaffected and enforceable, except to the extent STPL's rights or obligations under the Agreement are materially impaired.

7. All counterparts, copies, facsimiles and reproductions of this Agreement in STPL's possession shall

be considered the same as the original and shall be fully enforceable by STPL.

8. In the case of a joint Subscriber, the liabilities under this Agreement shall be joint and several both as a case may be.

9. Information provided overleaf shall be treated as part and parcel of this Agreement.

10. The words 'He', 'She' or 'It' shall refer to he, she, it, etc. in singular or plural as the context may require

11. STPL reserves the right to terminate this Agreement without notice if any information provided by the subscriber is found to be incorrect or in case of misuse of service or equipment provided by STPL at any stage.

12. The headings are for convenience's sake only, and shall not affect the meaning of the provisions hereof.

13. STPL shall not be liable for any act of commission or omission of any Third Party Supplier, or manufacturer including any leasing agency.

14. If the Company offer any Services, privilege or benefits to the Subscriber, same shall be withdrawn/ modified at any time at the sole discretion of STPL.

15. This Agreement is applicable in conjunction with billing terms and conditions as decided upon by STPL and communicated to the Subscribers along with the bill(s), from time to time.

#### L. PROHIBITORY CLAUSES:

1. The Services provided by STPL shall be used only by the Subscriber or persons authorized by him/her for their own personal use and shall not be resold by the Subscriber or persons authorized by him/her in any way whatsoever. The circuit will be extended on a point-to-point basis and no further network will be extended/ connected. For any further extension/ network connection, the required approval of STPL and/or any other service provider / agencies, if required, shall be taken in advance by the subscriber.

2. The Subscriber shall not communicate, send, transmit, download or in any way deal with any objectionable or obscene or pornographic messages or obscene or pornographic messages or communications, which are inconsistent with the established laws or indulge in any of the offences, more specifically defined under the Information Technology Act, 2000 or any anti-national or blasphemous acts. Without prejudice to any action under the law for the time being in force, violation or breach of any of these terms and conditions shall entitle STPL to discontinue the said Services forthwith.

3. The Subscriber is prohibited from misusing or copying the software (if applicable) supplied by STPL, or otherwise be in breach of the protected rights of the Company under the Copyright Act, nor would the Subscriber indulge in any direct or indirect acts of reverse engineering in this connection.

4. It would be the responsibility of the Subscriber to ensure that the credentials such as user ID, password etc., whenever provided by STPL, is kept confidential. STPL shall not be held liable nor responsible for the misuse of the Subscriber's Service under any circumstances including but not limited to misuse on account of access by third parties to such confidential credentials.

5. The Subscriber hereby agrees that he/she will not use the Services for information, data or material that

- (a) Infringes on the intellectual property rights of any third party or any rights of publicity or privacy;
- (b) Violates any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing, unfair competition, anti-discrimination or false advertising);
- (c) is defamatory, libellous, unlawfully threatening, or unlawfully harassing;
- (d) contains any virus or other programming routine intended to damage any system or data;
- (e) is provided in breach of any prior contractual commitment to any third party.
- (f) infringes the copyrights, patents, TM's and IPR of any individual, firm or company and / or any other entity either covered under the provisions of Indian Laws or laws applicable in any other country. The obligations under the copyright provisions herein shall remain in force and effect into perpetuity, and the subscriber agrees to be bound thereto during and after the term of the Agreement.

#### M. DISCLAIMER:

1. Accordingly, STPL shall in no event be responsible to the Subscriber or to any third party for such deficiency in services/ data transmission or for any inconvenience, damage or loss that may be caused to anyone or of any kind arising there from the Subscriber, though every effort is being made to provide the highest quality of Service

2. The liability, if at all and if any, of STPL would be restricted to that of a service provider, and notwithstanding anything contained herein, in no case and eventuality would STPL be responsible for any responsibility on account of any of the content that may be communicated, disseminated, transmitted, downloaded, stored, either on a permanent or temporary basis, or in any way dealt with by the Subscriber using such Services as provided by STPL.

3. The Subscriber has fully read / has been explained in vernacular, verbatim the terms and conditions of this Agreement and confirms that he/she has understood the contents thereof and has signed in token of his unconditional acceptance, with the understanding that this is a valid and binding document and can be enforced in accordance with the law.

4. As per current statutory or regulatory provisions which may be amended/modified from time to time by the statutory bodies such as DOT/ TRAI etc., the Internet and related Services must not be used for any of the following activities:

- a) Voice communication from anywhere by means of dialing a telephone number (PSTN/ISDN/PLMN) as defined in National Numbering Plan is not permitted.
- b) Originating the voice communication service from a telephone in India is not permitted.
- c) Terminating the voice communication to telephone within India is not permitted.
- d) Establishing connection to any Public Switched Network in India and / or establishing gateway between Internet & PSTN/ISDN/PLMN in India is not permitted.

e) Use of dial up lines with outward dialing facility from nodes is not permitted.

f) Interconnectivity is not permitted between ISPs who are permitted to offer Internet Telephony Services and the ISP's who are not permitted to offer Internet Telephony Services.

g) Individuals / Groups / Organizations are permitted to use as subscriber encryption up to 40 bit key length in the RS algorithms or its equivalent in other algorithms without having to obtain permission. However, if encryption equipments higher than this limit are to be deployed, individuals / groups / organizations shall do so with the permission of the Telecom Authority and deposit the decryption key, split into two parts, with the Telecom Authority.

5. The Subscriber shall ensure that objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, Intellectual property rights and international & domestic cyber laws, in any form or inconsistent with the law of India, are not carried in his/her network by him/her or any other person using his/her network. The Subscriber must take all necessary measures to prevent it. The use of the STPL's services for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable laws. The Subscriber must ensure that such Services provided by STPL are not used for such purposes by him/her or any other person using his/her network. Subscriber understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Subscribers access such materials at their own risk and with consequences. STPL has no control over and accepts no responsibility whatsoever for such materials.

6. STPL is not responsible for actions taken by its Subscribers or others as a result of its Services.

7. STPL offers no warranty that the service will be uninterrupted or error-free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.

8. Under no circumstances shall STPL be liable for any direct, indirect, incidental, special, punitive or consequential damages that may result in any way from the Subscriber's use of or inability to use the Service or access the Service or any part thereof, or Subscriber's reliance on or use of information, service or merchandise provided on or through the Service, or that may result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance thereof.

9. STPL is not responsible for any material any person (including household and/or office members of the Subscriber) may receive or transmit via the Internet, or for anything bought or sold via the Internet, or for any other result of action taken by anyone using its Service.

#### N. GENERAL :

1. The data rates shown as downstream or upstream are applicable only to the last mile. However, shall not be responsible for lesser download or upload data rates caused by the accessed website status or the international gateway or the media.

2. The Subscriber is required to fully comply with the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules and the Information Technology Act, 2000, TCCCP Regulations 2018 and any other applicable laws/ regulations/ directions/ orders made there under and any amendments or replacements made thereto from time to time.



3. STPL has signed / is required to sign interconnect/ reciprocal agreements with MTNL/BSNL and / or other telecom service providers according to which STPL would not provide a new connection to any person who is in arrears with any other service provider and whose line has been suspended by such other service provider. If such a person is already a subscriber of STPL, STPL upon request by such other service provider, may terminate the provision of Service/s to such Subscriber even though such Subscriber has been paying STPL charges regularly and has been otherwise in compliance with the provisions of these terms and conditions. STPL however, will not be liable for any costs, damages or losses in case of termination/de-activation of service/s as aforesaid. STPL reserves the right to uphold the request of subscriber for migration of the tariff plan at its sole discretion.

4. Any OTT pack bundled across various broadband plans may be changed / removed without any prior notice. O. PRIVACY AND CONFIDENTIALITY: Notwithstanding anything contained herein, STPL reserves the right to access information over the network established by the Subscriber, if required in pursuance of the laws of the land, and as specifically provided for under the Information Technology Act, 2000 and any other applicable laws/regulations/directions/orders from time to time.

## 5. General Terms & Conditions (for ILL services)

1. The Terms and conditions mentioned herein shall form an integral part of the services being rendered and shall be binding on the Customer.

1. The Customer undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Indian Telegraph Act 1885, the Indian Telegraphs Rules, 1951 made there under, the Indian Wireless Act 1933, Information Technology (IT) Act 2000 and TRAI Act 1997 and any subsequent amendments or replacements made there to from time to time.
2. The Customer shall ensure that the Services provided by Satzilio Telecom Private Limited (formerly V-Con Mobile and Infra Pvt. Ltd). ("STPL") shall not be used for any purposes other than the purposes permissible under the applicable statutory or regulatory provisions as may be amended from time to time by the Telecom Regulatory Authority of India ("TRAI") and Department of Telecommunications ("DoT"), Government of India or any other Statutory Bodies.
3. The Customer shall be responsible to obtain its own IP address and domain name from the competent authorities. In case the IP addresses are taken from STPL, the same are not assignable or portable and shall be mandatorily returned to STPL on the termination of the Services.
4. The Customer agrees and undertakes not to use the Services for any of the following activities:
  - Voice communication by means of dialling a telephone number (PSTN/ISDN/PLMN)
  - Originating voice communication from a telephone in India. Terminating voice communication at a telephone within India.
  - Establishing a connection to any Public Switched Network in India and/or establishing a gateway between Internet & PSTN/ ISDN/PLMN in India.
  - Use of dial-up lines with outward dialling facility from nodes.
5. The Customer is permitted to use encryption up to 40 bit key length in the RSA algorithms or its equivalent in other algorithms without having to obtain permission. However, if the encryption requirement is higher than this limit, the Customer shall obtain the permission of

the concerned Telecom Authority and shall deposit the encryption key, split into two parts, with such Telecom Authority.

6. STPL may block internet sites as identified and directed by the Department of Telecommunications, Telecom Authority or any other authorised agency from time to time.
7. Customer has given STPL to understand that the required measures are taken by Customer to ensure that spam/malicious traffic is not generated from the customer end. Anytime spam activity/unwanted/malicious is observed from a customer link, STPL will terminate the link immediately without any further notice.
8. Customer agrees that STPL Network and Services must be used only for lawful purposes. Customer may not use STPL's Network and Services in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is fraudulent, obscene, defamatory, libelous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component, (d) containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations or (e) generally, in a manner that may expose STPL or any of its personnel to criminal or civil liability (f) send e-mail messages which are excessive and/ or intended to harass or annoy others, (g) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (h) send e-mail with forged TCP/IP packet header information, (i) send malicious e-mail, including, without limitation, "mailbombing", (j) hijacking of IP space or (h) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider.
9. The Customer shall maintain a log of all users availing the Services (either through mail, telnet, HTTP, etc.) and shall also maintain a log of every outward login or telnet through its computers. These logs, as well as copies of all the packets originating from the Customer Premises Equipment ("CPE"), must be available in real time to the concerned Telecom Authority. The Customer undertakes not to permit log-ins, where the identity of the logged-in user is not known.
10. As per ILL License conditions, periodical inspections are to be carried out at the premises of ILL customers to check possible misuse and possible interconnection of Internet leased lines with PSTN, PLMN, and GMPCS networks. The First inspection at the premises of the Customer must be done by STPL within fifteen (15) days of the commissioning of the Internet leased line.
11. STPL shall ensure that, record of a complete network diagram of the set up at each of the ILL Customer premises along with details of connectivity shall be available at the web- site. The Customer shall ensure and be bound to share the complete network diagram of the set up at its premises along with details of connectivity so that STPL may comply with the license conditions as required. All details of other communications links (PSTN, NLD, ILD, WLL, GSM, other ISP etc.) and reasons for taking the link by the Customer shall be recorded before activation of the link(s). The same shall also be readily available for inspection by STPL at the respective premises of the ILL customer(s).
12. In case STPL detects the misuse of the Internet Leased Line by Customer or any of its Authorised User(s), STPL shall take immediate action including but not limited to disconnect the services and file an FIR/complaint against the Customer. STPL shall intimate the Licensor i.e. DoT of such misuse within twenty-four (24) hours of detection of the same
13. As per clause 7.9 of the Unified License "Chapter IX-Internet Services – Security conditions": in case, an entity i.e. Customer requesting ILL connection to be used for provision of Internet Services to its (entity's) customers, such entity should have a valid authorization for providing the Internet Service to its customers", and shall share the valid documentary proof



for the same at the time of applying for the Services.

14. STPL warrants that the Services shall be of the acceptable grade, consistent with the established and generally accepted standards. Quality, functionality and/or availability of the services, may be affected and STPL is entitled to refuse, limit, suspend, vary or disconnect the services, at any time, for reasonable cause, including, but not limited, to the following:-
- Any violation of applicable rules, regulations, orders, directions, notifications, conditions of License Agreement etc. issued by the Government/Telecom Regulatory Authority of India ("TRAI") etc; any discrepancy in the particular(s) provided by the Customer
  - if the Customer is in default (including past defaults) in making payment for the Services or for any other telecom service provided by STPL;
  - during technical failure, modification, up-gradation, variation, relocation, repair and/or maintenance of the systems/equipment; to combat potential fraud, sabotage, wilful destruction, national security or for any other force majeure reasons etc;
  - Transmission limitations are caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitations and/or due to the non-availability of suitable technical sites to install/upgrade the network.
  - Due to acts to God or circumstances beyond the control of STPL Including insurrection or civil disorder, military operations, national or local emergency, industrial disputes of any kind (whether or not involving STPL employees), fire, lightning, explosion, flood, inclement weather conditions, acts or commission of person or commission of person or bodies for whom STPL is not responsible or any Act, Regulation or Policy of the Government of India or State Government or any other Statutory Authority.
  - If Services are used in violation of any law, rule/regulation; or for a purpose other than declared by the Customer at the time of subscription.
  - Interconnection failure between STPL and other service provider(s); Any bonafide action taken by STPL to protect its Intellectual Property Rights (IPR). The customer agrees that he shall not undertake or engage in re-selling of services availed from STPL under any circumstances unless the customer holds a valid ISP license issued by DoT. STPL may change, amend or revise the above regulatory terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed to be effective upon posting an updated and duly dated regulatory compliance to the Customer via email, fax, post or through any other medium opted by STPL. In the event, the Customer installs any Wi-Fi network of its own, the Customer: Shall inform the same to STPL.
  - Undertakes to use the secured Wi-Fi network connection to avoid any misuse.
  - Undertakes that he shall be solely responsible for any use/misuse of duet<sup>o</sup> any Wi-Fi installation.
  - Is required to set up and maintain its own authentication for its Internet usage / Wi-Fi services.
  - Undertakes to keep a log of all the events on the Wi-Fi network for a period of at least one year and shall provide the same

6. For the ILL Lock-in period is for One (1) year. 30 days of notice will be given in writing by the customer for disconnection after the completion of One (1) year Lock-in period. However, in case, the customer wishes to disconnect the aforesaid services before the Lock-in period, then the customer has to bear the full amount (as opted under the aforesaid Service) till the Lock-in period + 30 days of notice period.

#### Note

All other details such as commercial, technical specifications, legal & regulatory clauses etc mentioned in the CAF shall remain unchanged unless notified by STPL in writing. The words, expressions, definitions, and abbreviations used in the CAF shall have the same meanings as those assigned in these T&Cs.

In the event of any conflict, inconsistency and/or ambiguity between the CAF and this T&Cs, the content of this T&Cs shall prevail.

By agreeing to the T&Cs, Customer expressly acknowledges and agrees that Customer has carefully read and understood all the Terms and Conditions knowingly and voluntarily with the intent to be bound hereby.

#### **6. DLT Platform**

STPL's DLT platform - A smart way to secure commercial communication in a decentralized blockchain solution.

Distributed Ledger Technologies (DLT) is a set of technological solutions that enables a single, sequenced, standardized and cryptographically secured record of activities that are safely distributed to, and acted upon, by a network of varied participants and:

- 1) The database is spread across multiple sites
- 2) Records are stored one after the other in a continuous ledger and can only be added when the participants reach a consensus

#### Salient Features

- 1) Principal Entities can register themselves through the URL
  - a) Additionally, they can register their headers and content templates for sending communication to their customers.
  - b) They can also register & store their customers' consent
  - c) They can also register their CTA's (Call to actions), which are used in the message against the variables
  - d) They can also register their short URLs, which are used in the message against the variables
  - e) They can also register with the PE-TM chain for SMS transaction traceability
  - f) They can also upload their communication voice files

- 2) Telemarketers can register themselves through the URL
  - a) They can additionally register their DIDs for allocation to Enterprise's
- 3) The online assets and functionalities strictly follow TCCCPR guidelines of TRAI of 19th July, 2018, which can be accessed through :

<https://tra.gov.in/sites/default/files/2024-09/RegulationUcc19072018.pdf>

<https://smartping.live/entity/home>

For DLT support contact: [dlt.helpdesk@stpl.ai](mailto:dlt.helpdesk@stpl.ai)

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