

TERMS AND CONDITIONS FOR PIONEER BROADBAND SERVICES

1. Pioneer Broadband Services means the Broadband Internet Access Service offered by Pioneer Elabs Limited having its Registered Office at Pioneer Towers, Plot No.16, Hitec City, Madhapur, Hyderabad.
2. Subscriber acknowledges and agrees that they will pay the Company non-refundable charges like installation charges, monthly or quarterly or half-yearly or annual bandwidth charges whichever is applicable or any other respective charges. Subscriber also agrees to pay all applicable statutory taxes relating to the use of the service by the subscriber.
3. Pioneer will provide necessary assistance for configuration and commissioning Internet connectivity at the premises of the subscriber during installation. Pioneer will not be responsible for internal network configuration or Internet set up or WIFI configuration at the subscriber end.
4. Company shall not be liable to refund any amount to the subscriber when the service is down or suspended or terminated or even customer discontinued due to whatever me be the reason.
5. Pioneer reserves the right to revise the charges, price list and service packages from time to time at its discretion, which will be binding on the subscriber.
6. It will be subscriber's responsibility to enquire about outstanding and in case of non-receipt of bill, customer has to contact the company and pay the amount due by the due date. Company reserves the right to withdraw/suspend/terminate the service partially or fully in case of nonpayment of invoice by the due date.
7. The subscriber shall intimate the PIONEER in written about the disconnection of service and should obtain the acknowledgement from PIONEER.
8. The Subscriber should frequently visit the URL <http://www.pioneer.co.in/bdband.htm> to verify whether the Internet bandwidth provider is PIONEER or not.

Statutory Compliance:

9. The subscriber shall be abide by the following clauses:
 - a. Subscriber shall not carry any objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, intellectual property right and shall not violate international and domestic cyber laws, in any form or inconsistent with the laws of india.
 - b. Subscriber shall not use the Internet for antinational activities, which is punishable under Indian penal Code or other applicable law. The Internet cannot be used in such a manner as to endanger or make vulnerable a networked infrastructure. Acts such as break-ins or attempted break-ins of network shall be regarded as an anti-national act and shall be defeat in accordance with the Indian Penal Code.
 - c. Subscriber shall not use any hardware / software which are identified as unlawful and / or render Internet security vulnerable. Either party shall make available, or demand, to the representatives of the Company and agencies authorized by the government of India, full access to the equipment of the either party for technical scrutiny and detailed inspection.
 - d. The Internet service shall be subject to the provisions of Indian Telegraph Act 1933, TRAI Act, 1997 and various clauses of ISP license agreement issued by the Government of India, as modified from time to time.

*If the subscriber fails to comply with any of the above caluses, the service connection will be disconnected without any intimation and subscriber will be held responsible for all consequences araised out of it.

LIABILITY:

PIONEER 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 and etc. In no event shall PIONEER or its employees be liable to anyone for any special, incidental or consequential damages arising out of or in connection with the use of (or inability to use) the service including, without limitation damages resulting from or for loss whether direct or indirect of business revenue or profits, corruption or destruction of data or service interruptions whether attributable to any negligent act or omission of PIONEER or of its employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made. PIONEER or its employees are not liable for whatsoever for any failures, defect in connectivity or accidental loss of connectivity with the network computer or any inconvenience damage or loss including consequential liabilities that may be caused to anyone or of any kind arising there from.

FORCE MAJEURE:

Neither party will be liable for any act, omission, or failure to fulfill its obligations under this AGREEMENT if such act, omission or failure arises from any cause reasonable beyond its control including strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Registration cum Application along with terms & conditions, fire and communication line failures, power failures, earthquakes or other disasters (called "Force Majeure"). The parties unable to fulfill its obligations due to Force Majeure will immediately notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure. Either party shall use all responsible endeavors to avoid or remove the cause and perform its obligations. The obligations of either party would have to be fulfilled once the disabling conditions (which had prevented the fulfillment of obligations under the Force Majeure clause) no longer exist.

IDENTIFICATION OF THE SUBSCRIBER:

Subscriber shall provide photo, residence proof such as Voter ID Card/Ration card/Telephone bill/Electricity Bill/Passport on signing this Registration cum Application along with terms & conditions to enable the Internet services by PIONEER.

JURISDICTION:

All the parties to the agreement hereby agree that the courts at Hyderabad shall alone have jurisdiction to deal with any matters or claims arising out of this Registration cum Application along with terms & conditions.