

Terms & Conditions of ORBIT INTERNET Service

1. **Subscriber has to provide necessary documents and information to establish subscriber's identification, legal status and business capacity. ORBIT shall have the right to examine the same.**
2. ORBIT shall have the right to temporary disconnect, suspend or terminate the service for giving any false information by the subscriber in any document or otherwise including on the subscription form. If there is any change in the information given earlier. Subscriber shall notify ORBIT of such change, failure of which shall entitle ORBIT to suspend or terminate the service and its sole discretion.
3. Both parties undertake that any information received by one party marked as confidential shall be kept as confidential by the other party. Such information can be revealed if it is found that it was already in the public domain or it was already available to the received party without violating this agreement or if it is required by law.
4. **ORBIT has the exclusive right and jurisdiction of the title and ownership of the connection and equipment (ONU & Wi-Fi Router or any other) provided by ORBIT.**
5. ORBIT shall provide the service to the subscriber within agreed timeline. However, in case of any delay, ORBIT will notify the subscriber as soon as it is reasonably practicable.
6. ORBIT shall not be liable for disruption and discontinuation of its service due to any disturbance, congestion, severance in the other networks reasons beyond its control.
7. ORBIT may temporary suspend the services wholly or in parts for repair, maintenance, upgrading or circumstances beyond ORBIT control. However, ORBIT will notify the subscriber as soon as it is reasonably practicable.
8. ORBIT have the right to suspend or terminate the connection without further notice in case of subscriber uses the device/ terminal/ IP on any resources provided by ORBIT beyond the allocated number of connections or bandwidth capacity.
9. The connection will be automatically disconnected from ORBIT if the subscriber has exceeded the monthly data volume limit or nonball payment.
10. ORBIT should have exclusive right to change/ increase/ reduce the traffic charges, validity period, package plants and any other agreed terms etc. at any time subject to official notification of such changes. No notification will require if such change take place due to any regulatory or government imposition.
11. ORBIT may keep the subscriber update state about any new information about the ORBIT service. If needed. ORBIT reserves the right to communicate any of its offer and services related communication and /or message to the subscriber at any time in any manner to keep the subscriber update from time to time. ORBIT reserves the right to use the name of the subscriber in its material for promotion or business purpose.
12. ORBIT shall endeavor to provide the best possible service to its subscribers. However the quality, reliability and the availability of service may dependent on various factors. In case of failure to achieve desired quality, reliability and the availability of service due to any of the above factors ORBIT shall not be held liable.
13. The subscriber undertakes not to use ORBIT services to commit any unlawful act which might endanger national, social or economic interest or damage ORBIT reputation to other subscriber under such circumstances, ORBIT shall have the exclusive right to discontinue the services of the subscriber and take appropriate legal measures. Subscriber shall indemnify ORBIT if it suffers any losses, damages or has to pay any penalty due to unlawful usage of the subscriber.

14. Notwithstanding anything contained in this agreement, any other information through ORBIT brochure, notification, published and/ or shall be broadcasted by ORBIT regarding its services, service price, billing policy, credit policy etc. shall also be binding to this agreement.
15. Use of ORBIT services is subject to its more current applicable usage policies.
16. Subscriber shall pay agreed charges to ORBIT in its prescribed bill format strictly within due date. ORBIT has the right to suspend or terminate the connection to the subscriber if the bill is not paid in full within due date.
17. Subscribers shall have to pay "Shifting Charging" for shifting the connection. (If Applicable)
18. Subscriber shall be entitled to reconnect his/her connection by making payment of his/her outstanding in full if the connection of the subscriber has been suspended, temporarily or permanently disconnected due to payment default. If the connection has been permanently disconnected by the ORBIT for such circumstances, along with the full payment of the outstanding bill, the subscriber shall also be liable to pay the reconnection fee if applicable.
19. ORBIT will retain the ownership of all optical network equipment provided to the subscriber. In case of termination or temporary stop services, subscriber shall handover the equipment to ORBIT without any delay. For any damages to the equipment, subscriber shall compensate the value of the damaged equipment.
20. ORBIT has no control over the accuracy or appropriateness of any information in the internet and the subscriber is solely responsible for the internet usage.
21. The subscriber undertakes to safeguard the equipment provided by ORBIT from potential damage (i.e. misuse, negligence, fire, lightning, natural disaster, theft, sabotage, come in contact with water, drop from height). ORBIT shall have the right to ask for damages from the subscriber.
22. ORBIT shall not be liable for any health hazard or problems otherwise caused by the use or abuse of the services and the equipment.
23. Subscriber shall solely be responsible for his/her own and his/her subscriber's illegal data or voice transfer or traffic or bulk e-mail spamming or any other illegal operation. The sending of bulk e-mail spamming is strictly forbidden and the subscriber account will be immediately terminated. Subscriber shall indemnify ORBIT if it suffers any losses, damages or has to pay any penalty due to unlawful usage of the subscriber.
24. Subscriber shall install proper electric connection, power grounding UPS, stabilizer etc. In his/her premises and on his/ her accord. Subscriber shall not relocate or move any equipment provided by ORBIT without the permission of ORBIT.
25. ORBIT shall not install any product/services, without authentic document from the signatory of this document and authorized representative of ORBIT and ORBIT and also clearance from the revenue assurance department of the ORBIT.
26. Without customer's written request/ consent for any upgrade/ downgrade of the bandwidth or any other changes will not be executed. For increasing/ decreasing bandwidth, temporarily/ permanently disconnection needed one month prior written notice.
27. The subscriber shall file its complaint about the services of ORBIT to the subscriber customer care.
28. The subscriber is not authorized to resell ORBIT internet services without written permission and will be liable for legal action to be taken if the subscriber is found in doing so.

29. Responsibilities of ORBIT are explicitly stated in this agreement as above and ORBIT takes no other responsibilities besides those in this agreement.
30. Notwithstanding anything to the contrary contained herein, ORBIT shall not be liable for any reason or any representation, implied warranty or condition or other term, at law or under the terms of this agreement for any losses, whether loss, profit, actual or consequential or otherwise and whether occasioned by the ORBIT or its employees or agents or otherwise relating to the sale of the products and / or provision of services to the subscriber.
31. ORBIT reserves the right to change the above terms and conditions
32. Payment terms are as per package policy shared by ORBIT. Bill's copy will be shared to given email address

** I have read and understood the terms and conditions of ORBIT services and hereby sign this agreement.

This is a computer generated Agreement and does not need any signature.