

WELCOME TO RUDRA TECHNOSURF PVT. LTD.,

- RUDRA TECHNOSURF PVT. LTD., offers to the applicant, Services on the terms and conditions hereinafter contained (“Terms” or “Agreement”).
- By applying for and affixing an electronic or physical signature and/or by clicking “Agree” or similar button, where this option is provided by the Company, the Recipient hereby accepts the Terms.

TERMS AND CONDITIONS

1. DEFINITIONS

- **Applications**” means all software programs (together with all digital materials, content, other items and services comprised therein), including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs, as made available to the Recipient, through the Platform.
- **“Building Authorities”** means all relevant persons, including the relevant building and/or society and/or condominium and all relevant governmental authorities, whose express consent and/or approval and/or permission is required for installation, maintenance and use of the FTTH/RF Assets and Service Equipment in the Premises and for the Recipient availing Services at such Premises.
- **“Continuous Use”** shall have the meaning ascribed to it in Clause 5.
- **“Company”** shall mean Rudra Technosurf Pvt. Ltd., whether acting for itself and/or on behalf of any of its affiliates and/or its third-party suppliers and/or its licensors and/or service providers. Wherever the context so permits, “Company” shall mean and include its authorised agents, service providers, sub-contractors and representatives.
- **“Connectivity Services”** shall mean the connectivity services provided by RTSPL for the purposes of enabling the Recipient to avail Services under the Terms.
- **“Documentation”** shall mean all user manuals, instructions of use and other documentation relating to the use of Service Equipment and FTTH/RF Assets.
- **“FTTH/RF Assets”** includes all fiber-to-the-home assets catering to more than one recipient of the Company’s services in a building and includes optic fiber cables, optical patch cords, optical couplers, splitters, Gig Passive Optical Network (“GPON”) active devices, Optical Line terminal (“OLT”), Switches, Small form-factor Pluggable (“SFP”), Wi-Fi Access Point and Passive Optical Network (“PON”) or (“POE”) passive or active device.
- **“Premises”** means all of premises owned and/or occupied and/or enjoyed by the Recipient and includes all necessary areas of ingress, egress and access thereto, including but not limited to common areas, ducts and other utilities used to service the same.
- **“Platform”** means software and services as may be made available on the Service Equipment and includes storefronts branded, owned, and / or controlled by the Platform Owner, through which the Applications may be downloaded and includes any and all pre-loaded Applications on the STB.
- **“Recipient”** shall mean the applicant, duly enrolled and entitled to avail Services under the Terms, acting for himself/herself/itself and all persons using the Service Equipment and accessing the Services at the Premises of and/or with knowledge of and/or as permitted by such applicant.
- **“RTSPL”** shall mean Rudra Technosurf Pvt. Ltd., and shall include any of its authorised representatives, agents and service providers.
- **“Platform Owner”** shall mean the entity owning and/or controlling the Platform, whether acting for itself and/or on behalf of any of its affiliate companies and/or its third-party suppliers and/or its licensors and/or service providers.
- **“RTSPL”** shall mean Rudra Technosurf Pvt. Ltd., and/or any of its affiliates, successors-in-interest and assigns.
- **“Recipient KYC”** shall mean proof of identity, address and financial ability documents and information applicable to each Recipient, as may be collected by the Company, under the Terms.

- **“Services”** means all of the services contemplated to be provided and/or procured by the Company for the Recipient under the Terms, including but not limited to the rights of use, installation and commissioning, maintenance and repair, relocation, return or replacement of the Service Equipment and FTTH/RF Assets .
- **“Service Equipment”** means and includes but is not limited to the optic fiber cables, optical network terminal (“ONT”) and STB and/or any other accessories as opted by the Recipient and/or provided by the Company to the Recipient at the Premises, in order to avail Services.
- **“STB”** shall mean the set-top-box as provided by the Company to the Recipient under the Terms and includes all accessories thereto as may be made available by the Company on such additional terms and conditions as it may stipulate from time to time.

2. ENROLMENT

- The Company offers to the Recipient, the right to use the Service Equipment and avail the Services, in the manner and in accordance with the terms and conditions herein contained.
- The Recipient acknowledges and agrees that:
- The Service Equipment are owned by the Company and has been provided to the Recipient on a right-to-use basis, which rights are available against (i) an upfront payment of Rs. 7,500/-towards such right to use (together with applicable tax); or (ii) the Facility (hereinafter defined), under which, the Recipient makes payment in the manner as stipulated;
- For the purposes of financing the cost of the right-to-use the Service Equipment, the Recipient has applied for and RTSPL has granted a facility on terms and conditions of RTSPL as made available at company registered office (“**Facility**”).
- RTSPL has granted the Facility, relying upon: (i) the eligibility criteria stipulated by RTSPL from time to time; and (ii) the undertaking by the Recipient to ensure Continuous Use under the Terms; and (iii) compliance with the Terms and the Facility;
- For the purposes of availing Connectivity Services, the Recipient has duly applied for and executed the customer application form of RTSPL by agreeing to its terms and conditions, including but not limited to its privacy policy applicable thereto, as made available at company registered office (“**CAF**”);
- The Company has no responsibility for the actual provision of Connectivity Services and that the Recipient is solely responsible for availing Connectivity Services from RTSPL and/or any of its authorized distributors and/or retailers, in accordance with the terms and conditions as may be stipulated by RTSPL from time to time;
- For use and operation of the STB, the Recipient shall be required to adhere to the terms and conditions of use of the STB, as per its end-user license agreement (“**EULA**”) and relevant Documentation, including but not limited to the privacy policy applicable thereto;
- For use of the Platform and Applications forming part thereof, the Recipient shall be required to adhere to the terms and conditions including privacy policy applicable to the Platform, as may be stipulated by the Platform Owner, and the terms and conditions, including privacy policy, applicable to each of the Applications availed by the Recipient on the Platform, as may be stipulated by the relevant developer of each such Application.
- For the purposes of availing the Services, the Recipient shall adhere to the enrolment process as stipulated by the Company and as amended by the Company, from time to time.
- The Recipient acknowledges and agrees that the Services are subject to availability of and/or feasibility for installation and/or commissioning and/or interconnection of FTTH/RF Assets in the building where the Recipient seeks to avail Services. The Company shall have the sole discretion to determine the feasibility of performing any of the foregoing activities and may refuse enrollment of the Recipient for provision of Services and/or provision of Services, at any point of time, without assigning any reasons.

3. SECURITY DEPOSIT

- Company does not take any security deposit from the end customer, and initial payment made by customer to company is Installation charges and may not be refund in any circumstances.

4. INSTALLATION, COMMISSIONING AND MAINTENANCE

- Recipient hereby permits and undertakes to procure all necessary permissions to permit the Company, access to the Premises on need-basis, at reasonable hours and after prior notice (except in cases of emergency), for the purposes of: A) installing, commissioning, repairing and maintaining the FTTH/RF Assets and/or the Service Equipment; and B) commence and carry out installation, cabling, ducting, flooring activities, and any other activities required, including laying out cables and all works incidental and/or ancillary thereto, as may be deemed necessary by the Company to install, commission, repair and maintain the FTTH/RF Assets and/or the Service Equipment.
- The Company shall have the right to share FTTH/RF Assets with its affiliates, third parties and other customers in any manner whatsoever, for which no separate consent shall be required.
- The installation and commissioning of FTTH/RF Assets and/or the Service Equipment shall be in accordance with the installation and commissioning process as stipulated by the Company from time to time. Without prejudice to the generality of the foregoing, the Company shall be entitled to stipulate, in terms of such process, the procedure for booking appointments for installation and commissioning, the feasibility inspections that the Company may perform as a pre-requisite for installation and commissioning, the approvals from Building Authorities that the Recipient should furnish before commencement of installation and commissioning, the actual process of installation and commissioning, including timelines, materials provided free-of-cost and/or on chargeable basis during such installation and commissioning, the policy for works at the Premises, etc.

5. USE OF SERVICE EQUIPMENT AND FTTH/RF ASSETS

- The Recipient acknowledges and agrees that the rights of use of the Service Equipment and the FTTH/RF Assets granted by the Company is subject to the Recipient ensuring continued use by purchasing bundled recharge vouchers from the Company of a value and period as may be prescribed by the Company (“**Continuous Use**”). The Company shall collect, and appropriate payments received hereunder, towards charges payable to RTSPL.
- The Company also has the right, from time to time, to prescribe and levy fees for the purposes of installation, commissioning, maintenance, including repairs, relocation and dismantling of Service Equipment and FTTH/RF Assets.
- The rights of use granted to the Recipient as contemplated under the Terms, is only for the personal use of the Recipient and such use shall be in strict adherence with applicable laws and in accordance with guidelines/ stipulations issued from time to time by the government or the Company for fair and authorized use.
- The Recipient hereby represents, warrants and covenants that:
 - The Recipient is in legal and physical possession and/or use and/or enjoyment of the Premises;
 - The Premises is not prohibited under any law, regulation, notice, order of any judicial or quasi-judicial authority, or objected by other residents, from being used for the purposes contemplated in the Terms;
 - The Recipient shall provide the Company, sufficient space at the Premises and attendant rights, including right of way, for installation, maintenance and use of the FTTH/RF Assets, Service Equipment and for Services;
 - The Recipient is solely responsible and liable for, at all times, securing all necessary approvals, permissions, licenses and no-objection certificates from Building Authorities for installation, maintenance and use of the FTTH/RF Assets and Service Equipment in the Premises and for availing Services at such Premises;
 - The Recipient has satisfied himself/herself/itself with the features of the Service Equipment and the FTTH/RF Assets and has availed the same on “*as-it-is*” basis;
 - The Recipient shall use the Service Equipment strictly in accordance with the Documentation;
 - The Recipient shall have no right of access to the FTTH/RF Assets, at any point of time, except through authorised personnel of the Company;
 - The Recipient shall not misuse the Services in any manner or alter, misappropriate or cause any damage to the FTTH/RF Assets and the Service Equipment or tamper with and/or use the FTTH/RF Assets and Service Equipment in any manner for a prohibited purpose, including but not limited to

rooting attempts, reverse engineering, unlocking or jail-breaking the Service Equipment, FTTH/RF Assets or original firmware(s) or software(s) thereof;

- The Recipient shall ensure the safety and security of the FTTH/RF Assets and the Service Equipment at the Premises and provide uninterrupted power supply;
- The Recipient shall be solely responsible and liable for all costs and expenses to ensure that there is no loss, theft, and damage to the FTTH/RF Assets and the Service Equipment installed at the Premises and shall indemnify the Company in case of such loss, theft and/or damage thereto, due to acts attributable to the Recipient and/or its family members, including reimbursing the losses/damages incurred by the Company;
- The Recipient has no right to sell, lease, assign, and transfer or otherwise dispose-of the Service Equipment and/or FTTH/RF Assets in any manner whatsoever;
- The Recipient shall not create any encumbrance, lien or charge on the Service Equipment and/or FTTH/RF Assets, in any manner whatsoever;
- Nothing contained herein shall be construed as creating any arrangement for transfer of title, ownership or interest including rights of any intellectual property in/of the Service Equipment and/or FTTH/RF Assets in favour of the Recipient;
- The Recipient shall not allow the Service Equipment to be used by third parties for any services; and
- The Recipient shall not, whether directly or indirectly, indulge in any act or omission that may obstruct the provision of the Services or lead to dislocation of the Service Equipment and/or FTTH/RF Assets or adversely affect the Company's rights under the Terms.

6. WARRANTY FOR USE AND REPAIR

- The limited warranty applicable to the Service Equipment and the servicing costs applicable for repair of the Service Equipment shall be such as stipulated by the Company from time to time.

7. RELOCATION OF SERVICE EQUIPMENT AND/OR FTTH/RF ASSETS

- The Recipient acknowledges and agrees that the Service Equipment is available for use at the Premises only and as installed and commissioned by the Company in terms of Clause 4 above.
- The Recipient shall have no rights over the FTTH/RF Assets that the Company may install and commission in terms of Clause 4 above.
- The Recipient has no right to relocate or move any Customer Equipment, without adhering to the process for relocation of Service Equipment, as stipulated by the Company from time to time. Without prejudice to the generality of the foregoing, the Company shall be entitled to stipulate, in terms of such process, the procedure for relocation, including services that may be performed free-of-cost and on chargeable basis in the course of such relocation. For avoidance of doubt, all installation and commissioning necessary to a relocated Premises shall be undertaken in accordance with Clause 4 above.

8. RETURN OF SERVICE EQUIPMENT AND REFUNDABLE DEPOSIT

- In the event the Recipient opts to return the Service Equipment, the Recipient shall adhere to the process as stipulated by the Company and as updated by it from time to time, including but not limited to, the process for booking appointments for return of Service Equipment, the scheduled visit by the Company's representatives for inspection of the FTTH/RF Assets and the Service Equipment, the actual process of receiving back the Service Equipment (and FTTH/RF Assets, if so determined by the Company), including the actual evaluation of the condition of the Service Equipment and/or FTTH/RF Assets during such inspection and return, the levy of charges for damages, if any, caused to the Service Equipment and/or FTTH/RF Assets, etc.
- The Company will accept the return of the Service Equipment and thereafter return such quantum of the Refundable Deposit as the Company receives back from RTSPL upon full and final closure by Recipient of the Facility availed, provided:
- The Service Equipment is not damaged (normal wear and tear excepted) and is in working condition; and

- In the assessment of the Company, the Recipient has adhered to the Terms, including the obligations of Continuous Usage until such return; and
- All monies recoverable in accordance with the Terms, including but not limited to the Charges, have been duly recovered by the Company from the Recipient; and
- The Recipient has issued necessary intimation to RTSPL for discontinuation of Connectivity Services, in due compliance with such process as may be stipulated by RTSPL from time to time, including settlement of all outstanding payments owed by the Recipient to RTSPL for Connectivity Services; and Recipient has complied with all of its obligations under the Terms to the satisfaction of the Company to enable release of the Company's lien in terms of Clause 3 (d); and The Recipient complies with any other terms and conditions as may be stipulated by the Company from time to time.

9. DEFAULT AND CONSEQUENCES

- In the event of any failure, delay, neglect or refusal to ensuring Continuous Use and/or breach of the Terms by the Recipient, the Company shall (either by itself and/or engaging such agents and/or representatives as it may, at its sole discretion, determine) have the right to (i) discontinue provision of Services; and (ii) notify RTSPL of the occurrence of default; (iii) repossess or cause RTSPL to repossess the Service Equipment from the Recipient by entering the Premises after providing reasonable notice and at reasonable hours; and (iv) exercise any other recourse or remedy that it may have, whether in law or in equity.

10. INTELLECTUAL PROPERTY RIGHTS

- The Company or all the right holders in/of each of the FTTH/RF Assets, Service Equipment, Platform and Applications, as the case may be, own title, interest and rights, including all related intellectual property rights, therein and the Recipient acknowledges that such ownership shall include all intellectual property rights arising from any suggestions, enhancement requests, recommendations or other information provided by the Recipient, whether in the course of use of the Services or otherwise.

11. SUSPENSION AND TERMINATION

- Company shall be entitled to immediately suspend and/or terminate this Agreement in the event of:
- any breach of the Terms by the Recipient and/or where such suspension and/or termination is necessary for (1) the purposes of the Company complying with any applicable law, regulation, direction; and/or (2) to prevent any abuse or wrong-doing; and/or (3) under circumstances, deemed necessary by the Company.
- Recipient failing to ensure Continuous Use;
- Termination and/or suspension of the Connectivity Services;
- Termination and/or suspension of the EULA.
- Recipient may terminate this Agreement at any time after ensuring full repayment of the Facility (in such manner and on such terms as may be stipulated by RTSPL) and by complying with all obligations as specified in Clause 10.

12. REDRESSAL OF COMPLAINTS

- If the Recipient has any grievances with respect to Connectivity Services, the Recipient may contact RTSPL at addresses stipulated at and following the process specified in the CAF.
- If the Recipient has any grievances with respect to Services, the Recipient may contact the Company at accounts@rudrats.in

13. CONSEQUENCES OF TERMINATION

- The Company shall have the right to dismantle and remove the Service Equipment and/or FTTH/RF Assets from the Premises on the termination of the Agreement, without incurring any liability resulting from such dismantling and/or removal. The Recipient shall be obligated to adhere to the dismantling guidelines as may stipulated by the Company from time to time. The conditions for

return as stipulated in Clause 11 above shall additionally apply to the Recipient for dismantling and removing Service Equipment and/or FTTH/RF Assets.

14. UPDATES AND MODIFICATIONS

- The Recipient acknowledges and agrees that the terms and conditions, policies, guidelines, and instructions generally described and/or contemplated in the Terms, are subject to frequent updates and/or modifications from time to time. It shall be the sole responsibility of the Recipient to check for and verify any and all updates and modifications.
- Where the Company updates and/or modifies any of the clauses stipulated under the Terms (“**Term Modifications**”), the same shall be published at rudrats.in/tnc from time to time. In the event that the Recipient does not agree to the Term Modifications, the Recipient shall be obligated to notify the Company of its intention to terminate Services, in writing, on or before 15 days from the first publication by the Company of such Term Modifications. Any failure to so notify and/or continuation in availing Services, shall be deemed to be the Recipient’s acceptance of the Term Modifications.

15. NO LIABILITY

- The Recipient acknowledges and agrees that, the Company shall not be liable for any indirect, incidental, special, consequential or exemplary loss or damages, howsoever arising, including loss of data. The Company shall not be responsible for any loss or damages caused to the Premises and/or bodily injury and/or death caused to any person, in any manner, howsoever caused, due to the FTTH/RF Assets and Service Equipment installed and commissioned at and/or used by the Recipient, at the Premises.
- The Recipient acknowledges and agrees that save and except return of the Refundable Deposit (If any taken is special case) in accordance with the Terms, the Company shall not be liable to make any payment or incur or suffer any liability to the Recipient, under any circumstances whatsoever.
- THE COMPANY AND/OR ITS AFFILIATES MAKES NO REPRESENTATIONS ABOUT THE COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE SERVICE EQUIPMENT, FTTH/RF ASSETS AND/OR ANY SERVICES.
- THE RECIPIENT SPECIFICALLY AGREES THAT THE COMPANY AND/OR ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF RECIPIENT’S TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE EQUIPMENT, FTTH/RF ASSETS. THE RECIPIENT SPECIFICALLY AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SERVICES SENT USING THE SERVICE EQUIPMENT AND/OR FTTH/RF ASSETS.
- IN NO EVENT SHALL THE COMPANY AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR OR IN RELATION TO: LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE EQUIPMENT AND FTTH/RF ASSETS, WITH THE DELAY OR INABILITY TO USE SERVICE EQUIPMENT AND FTTH/RF ASSETS, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OR SERVICES OBTAINED THROUGH THE SERVICE EQUIPMENT, OR OTHERWISE ARISING OUT OF THE USE OF, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- THE COMPANY AND/OR ITS AFFILIATES DO NOT GUARANTEE COMPATIBILITY WITH ALL OPERATING SYSTEMS, DEVICES, NETWORKS, APPLICATIONS OF THE RECIPIENT AND ALL VERSIONS OF THEM. THE USE OF SERVICE EQUIPMENT, FTTH/RF ASSETS, PLATFORM, APPLICATIONS AND SERVICES MAY REQUIRE UPGRADES TO SYSTEMS, DEVICES AND EQUIPMENT OF THE RECIPIENT.
- THE COMPANY AND/OR ITS AFFILIATES HOLD NO RESPONSIBILITY FOR FACILITIES OF THE RECIPIENT AT THE PREMISES. ANY REQUIREMENTS RELATING TO SUCH FACILITIES INCLUDING ELECTRICITY, ALTERNATIVE POWER ARRANGEMENTS, VOLTAGE AND OTHER FLUCTUATION PROTECTION EQUIPMENT, ENTERTAINMENT EQUIPMENT, FIXTURES, UTILITIES AND OTHER

ASSETS OF THE RECIPIENT AT THE PREMISES, SHALL ALL BE THE RECIPIENT'S SOLE RESPONSIBILITY.

- THE COMPANY AND/OR ITS AFFILIATES HAVE NO CONTROL OVER, AND ASSUME NO RESPONSIBILITY FOR, THE CONTENT, ACCURACY, PRIVACY POLICIES, OR PRACTICES OF OR OPINIONS EXPRESSED IN ANY THIRD-PARTY WEBSITES, APPLICATIONS, PLATFORMS, SOFTWARES, HARDWARES AND/OR FIRMWARES OR BY ANY THIRD PARTY THAT THE RECIPIENT MAY INTERACT WITH AND THROUGH THE SERVICES INCLUDING THE SERVICE EQUIPMENT. IN PARTICULAR, WHEN THE RECIPIENT USES SERVICE EQUIPMENT AND/OR AVAIL SERVICES, THE RELEVANT THIRD-PARTY MAY PLACE ADDITIONAL TERMS AND CONDITIONS (INCLUDING A PRIVACY POLICY) FOR USE OF SUCH THIRD-PARTY SERVICES, WEBSITES, APPLICATIONS, PLATFORMS, SOFTWARES, HARDWARES AND/OR FIRMWARES AND THE RECIPIENT AGREES THAT THE RECIPIENT WILL COMPLY WITH ALL SUCH TERMS AND CONDITIONS. THE COMPANY SHALL NOT BE RESPONSIBLE FOR (AND DO NOT ENDORSE) ANY THIRD-PARTY FUNCTIONALITY, AVAILABILITY, COMPATIBILITY, TERMS AND CONDITIONS ETC. IN ADDITION, THE COMPANY WILL NOT AND CANNOT MONITOR, VERIFY, CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SERVICES, WEBSITES, APPLICATIONS, PLATFORMS, SOFTWARES, HARDWARES AND/OR FIRMWARES. BY USING THE SERVICES, THE RECIPIENT RELEASES AND HOLDS THE COMPANY AND ITS AFFILIATES HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM RECIPIENT'S USE OF ANY THIRD-PARTY SERVICES, WEBSITES, APPLICATIONS, PLATFORMS, SOFTWARES, HARDWARES AND/OR FIRMWARES.

16. FORCE MAJEURE

- If at any time, during the continuance of Services, the Services are interrupted, discontinued either whole or in part, by reason of war, war-like situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any others Acts of God, the Recipient shall not make any claim against the Company.

17. WAIVER

- Failure to enforce any provision of this Agreement shall not constitute a waiver.

18. SEVERABILITY

- Where any particular term or provision of the Terms are determined under applicable law to be un-enforceable, such un-enforceable term(s) shall be severed from and will not affect any other terms and conditions. The Company reserves the right to substitute any such un-enforceable term or provision with a suitable and enforceable provision at its sole discretion.

19. DISPUTE RESOLUTION

- All disputes shall be governed under the laws of India and are subject to the jurisdiction of the Courts of Ahmedabad(Gujarat) only.