CIN: U64204GJ2008PTC054111
AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



TELECOM CONSUMERS CHARTER

GTPL BROADBAND PVT. LTD.



Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

Phone: 079-61400000 E-mail: info@gtpl.net Website: www.gtpl.net

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



A. NAME, ADDRESS & OTHER DETAILS

Registered Office

GTPL Broadband Private Limited 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad-380004

Phone: 079-25626470

E-mail: info@gtpl.net; Website: www.gtpl.net

B. SERVICES OFFERED

GTPL offers High-Speed **Internet Services** with its State-of-the-Art Broadband Network across Gujarat, Rajasthan, Maharashtra, Bihar, Jharkhand, Varanasi and Andhra Pradesh. For more details you can log on to www.gtpl.net.

GTPL also offers **Digital Cable TV Services** in "Standard Definition" (SD) & "High Definition" (HD) mode through Digital Addressable Systems (DAS) in the Areas notified by the Central Government under Section 4A (1) of the Cable Television Networks (Regulation) Act, 1995 (7 to 1995) which include entire Gujarat and select areas of Maharashtra, Madhya Pradesh, Bihar, Jharkhand, Rajasthan, West Bengal, Telangana, Andhra Pradesh, Goa and Assam. For more details you can log on to www.gtpl.net.

C. TERMS & CONDITIONS OF SERVICES OFFERED:

TERMS AND CONDITIONS OF SERVICE AS MENTIONED IN THE CAF (CUSTOMER APPLICATION FORM)

1. DEFINITIONS & INTERPRETATIONS:

- 1.1 In this contract, unless the context requires otherwise, the following words and expressions shall have the meanings set out herein:
 - (a) "Agreement" shall mean, unless otherwise specifically provided, the conditions set out herein, the price list & registration form annexed here with, duly executed and accepted by the Company and Customer.
 - (b) "Applicable Law" shall mean any law that is applicable in a particular context and includes both Central and State legislations as may be amended or repealed from time to time, including

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380059.

CIN: U64204GJ2008PTC054111
AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



specifically the Indian Telegraph Act, 1885, The Wireless Telegraphy Act, 1933, and the Telecom Regulatory Authority of India Act, 1997, the Information Technology Act, 2000 and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.

- (c) "Authority or Authorities" shall mean the Government of India, Ministry of Communications and Information Technology, Department of Telecommunications (DOT), Telecom Regulatory Authority of India, Telecom Dispute Settlement Appellate Tribunal, the relevant State Government, or other statutory and local authorities, tribunals etc. as the case may be.
- (d) "Business Day" shall mean everyday excluding Sundays and Company declared holidays.
- (e) "Customer or Subscriber" shall mean any person, association of persons, company, proprietary concern, partnership firm or any other entity that has subscribed for the Services under the CAF (Customer Application Form) and includes their respective heirs, executors, administrators, successors, permitted assigns, holding, subsidiary and group companies and sister concerns.
- (f) "Customer Premises" shall mean the location/or Service Installation Address of the Customer as provided in the CAF where the Service is provided and the Service Equipment is installed.
- (g) "Customer Premise Equipment (CPE)" means the existing equipment, systems, cabling and facilities of Subscriber or provided to the Subscriber by any third party, which is required for Service provisioning and used in conjunction with the Service Equipment in order to avail of the Service.
- (h) "Due Date" shall mean the date prescribed by Company in its invoice or statement of charges, on or by which date the Subscriber shall make payment of the Charges whether invoiced or not.
- (i) "Internet" means the global data network comprising interconnected network using TCP/IP ('Transmission Control Protocol\internet protocol').
- (j) "Information" means the visual, textual or other information published or otherwise made available (directly or indirectly) on the internet using the service.
- (k) "Price List" and "Service Packages" mean the schedule of charges along with explanations, notes and conditions and packages for the service, which the Company may publish from time to time.
- (1) "Service" means the service provided by the company where by customer can gain access to the internet and, where applicable, any service facilities which the company provides and customer uses and which are invoiced to the customer.
- (m)"Service Activation Date" means, the date on which the Subscriber commences use of the Service or when the Service is activated, whichever is earlier.
- (n) "Service Equipment" means the equipment, systems, cabling and facilities provided by or on behalf of the Company at Subscriber Premises in order to make the Service available to the Subscriber.
- (o) "Service Contract Period" means, the minimum committed subscription period subscribed to, by the Subscriber for provision of the Service as set out in the SRF.
- (p) "Subscription Charges" shall mean the rates, fees, charges, etc. applicable for Subscribed Services (including without limitation activation or installation fees, usage charges, deposits, advances; and applicable taxes, levies, etc.).

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059. **Phone:** 079-61400000 **E-mail:** info@gtpl.net **Website:** www.gtpl.net

CIN: U64204GJ2008PTC054111
AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



- (q) "Tariff" shall mean the commercial plan or tariff schedule offered by the Company, including but not limited to fees, Charges, rates and related conditions as notified and published by the Company from time to time, in respect of provisioning of the Services.
- (r) "Taxes" shall mean all taxes applicable (whether existing or new) on the Service and Service Equipment, for which the Subscriber is being charged, including but not limited to Goods and Service Tax, withholding tax, entry tax, octroi, property tax and other applicable taxes or duties.
- (s) "Third party contract" means all information, software and other service provided by any independent third party that can be accessed through or by virtue of the service.

2. PROVISION OF THE SERVICE:

- 2.1 Upon receipt of complete and duly signed CAF (including supporting documents to the satisfaction of Company) and the realized subscription charges, the authorized representative shall make reasonable efforts to undertake the installation, activation and commissioning at the installation address within three (3) working days, subject to availability of the customer. The customer understands that Company shall not be responsible for any direct or consequential loss incurred or suffered by the customer due to delay in the installation/ activation /commissioning at the installation address/customer premises
- 2.2 The commissioning of services is subject to technical feasibility of the connection and realization of payment. The Company shall not be responsible for any direct, consequential or other loss incurred or suffered by the Customer due to delay in installation or commissioning of service. The company will refund payments received in the event of non-feasibility.
- 2.3 This Agreement shall run in concurrence with the License Agreement between Department of Telecommunications, under the Ministry of Communications and Information Technology, Government of India and the Company for the provision of internet services, to the extent as may be applicable here to.
- 2.4 The customer acknowledges that no unused access limits will be carried forward, upon the expiry of download limit or after the expiry of plan availed by the customer, whichever is earlier.
- 2.5 Customer agrees that the Company's services are used only for decent and lawful purposes, and in a manner consistent with any and all applicable laws.
- 2.6 Customer has to give to the company in writing any statutory information required for use of the service, as notified to the customer from time to time.
- 2.6 The Company may at any time, substitute or change the configuration or routing of its Service Equipment used to provide the Services.

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111
AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



- 2.7 The Company may temporarily suspend whole or part of the Service at anytime without notice, if the Network fails or requires modification or maintenance and/or on receipt of suspension order passed by Competent Authority.
- 2.8 The service is provided on an "AS IT IS and AVAILABLE" basis, without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness. No advice or information given by the company, its affiliates or their respective employees shall be implied as a warranty. Neither the company nor its affiliates warrant that the service will be uninterrupted or error free or that any information, software or any other material accessible on the service is free of viruses, worms, Trojans horses or other harmful components.
- 2.9 CPE provided by Company for subscribed Services will be property of Company and it will charge the Customer, a minimum sum of Rs. 1,500/- (Rupees One Thousand and Five Hundred only) towards advance deposit / one-time rent per CPE not return or returned in non-working condition.
- 2.10 The service remains company's exclusive property, customer being licensed only during subsistence of this contract to use it and to have access to the service. Upon expiry of or error termination of the Agreement, the right of the customer to use the service shall cease.

3. CHARGES:

- 3.1 Customer acknowledges and agrees that they will pay the company in advance, the initial signup fee and/or monthly fee and other charges as and when they fall due, which may from time to time be notified to customer by the company. Customer also agrees to pay all applicable statutory taxes relating to the service and payable by the customer.
- 3.2 Company shall not be liable to refund any amount to the customer when the service is down or interrupted or suspended for the purpose of upgrading or routine maintenance of network system.
- 3.3 The Company reserves the right to raise and /or collect Invoice by itself directly or through any of its nominees, agents or franchisees. The Company represents that irrespective of the agency that raises the Charges in the Invoice, once the Customer has paid the Charges, it shall be deemed to have been paid to the Company
- 3.4 Company reserves the right to revise the charges, price list, service packages and security deposit for the service from time to time at its discretion, which will be binding on the customer.3.5 Company will invoice customer on a periodic basis and an invoice will be /e-mailed or be made available in the Self-care log-in to the Customer.
- 3.6 All the terms & conditions of the service package plan & payments including subsequent package/manual/booklets etc. issued / notified by the company from time to time shall be binding on customer.

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



3.8 Any request for change in the Plan availed by the Customer will attract Rs.250/ as charges.

4. USE OF THE SERVICE:

- 4.1 Customer will not reproduce, distribute, publish, copy, download or otherwise exploit any third party content which is protected by copyright or any other intellectual property rights, unless the customer owns the relevant rights thereto or have obtained all the requisite license and approvals. The customer shall alone be liable and responsible for all such unauthorized reproduction or distribution, publication, copying, downloading or exploitation of any third party content by the customer or for infringement of copyright or any other intellectual property other applicable laws.
- 4.2 For the purpose of the legal provision or otherwise, customer further acknowledges that the company may amend or delete any third party content uploaded or otherwise provided by the customer through the use of service, where any such third party content is, or is alleged to be, defamatory, in breach of copyright, illegal is otherwise not appropriate in company's sole opinion to be accessed or otherwise provided by or through the use of the service.
- 4.3 Customer is required to ensure that any objectionable or obscene message or communication or material are not generated/sent by the customer, which are in derogation of the established laws of the country. Customer acknowledges further that the internet contains unedited material, some of which may be obscene, sexually explicit or pornographic material which is in derogation of the Indian laws, over which the Company has no control whatsoever. The company accept no responsibility whatsoever for access of such material by the customer which shall be at the sole risk of the Customer.
- 4.4 Customer is responsible for and shall provide all equipment necessary to access the service. Company reserves the right to disconnect or deactivate the service at any time without prior notice including in situations where the equipment or software is interfering with company's other Service. Customer shall comply with Company's requirement as regard access equipment and/or use of the service.
- 4.5 Company reserves the right to amend any particular program, information or facility, which the company provides or may provide through the Service. Customer agrees to abide by all applicable laws relating to the use of Service and any third Party content. Customer must abide by generally accepted rules of conduct relating to proper use of internet resources.

5. SECURITY:

Subscriber shall deposit with the Company an interest free, refundable Security in such amount(s) as may be determined by the Company from time to time. The Company reserves the right to forfeit/adjust/apply the said Security amount in full or part for the setting off of any Charges, Taxes or such other sums/ debts due from the Subscriber to the Company at any time. Subscriber shall continue to be liable for balance amounts, if any. In such circumstances the Company shall be entitled to request that the Security be restored either to the original amount or be increased by such amounts or additional

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



amounts as the Company may decide under the circumstances. The refund of the Security shall be subject to deductions/ set off or adjustments, if any, liable to be made by the Company under the provisions of the Agreement. On termination of this contract, the security deposit will be refunded to the customer subject to any adjustment, if any owing to any outstanding dues payable by the customer and without any interest on the security deposit.

6. DUTIES AND OBLIGATIONS OF THE CUSTOMER

- 6.1 Customer confirms and warrants that all the information supplied by the Customer while registering for the service is true, complete and accurate in all respects.
- 6.2 Company reserves the right to verify the information given by the Customer through its authorized agent or representative or from any other independent source. Company reserves the rights to use this information and data at its discretion. In case of any incorrect information found in the application form given by Customer, at any time, the Company reserves the right to partially or fully withdraw/suspend/terminate the service forthwith without any notice in that regard.
- 6.3 Customer agrees to notify the company immediately of any changes to the information given by the Customer while registering for the Service, including any changes to Customer's account details by email, fax, courier or registered post.

7. LIABILITY:

- 7.1 Company shall be liable to the Customer for any suspension or deactivation or termination of the Subscribed services in the accordance with the provisions of the CAF.
- 7.2 Company shall not be liable to the Customer for any damage to property or person that may take place during or in connection with the Installation.
- 7.3 Company shall not be liable to the Customer of any acts or commissions on the Customer's part.
- 7.4 Company is not responsible for (i) any consequential or indirect damage or loss in relation to the Customer services. (ii) If the Subscribed services are temporarily suspended due to technical failure, modification, repair or testing and (iii) any change in Company's networks results in inability to provide the Subscribed Services to the Customer.
- 7.5 Company takes no responsibility whatsoever for the content on the World Wide Web, or access for any content whatsoever for the Subscriber or any other person using Subscribed Service.

8. INDEMNITY:

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111
AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



Customer shall indemnify the company in respect of liability for any and all use of customer's account and all actions and costs incurred and for all use of the service accessed through customer's account or otherwise by virtue of the provision of the service to the customer including but not claims for defamation, infringement of copyright or any other intellectual property rights or for misuse of the service and any breach or non-observance of any term of this contract by the customer.

9. VARIATION OF TERMS AND CONDITIONS:

Company reserves the right to modify and amend this contract, the service, operating procedures or any of its service fees, charges and prices and may discontinue or revise any or all other aspects of the service at company's sole discretion.

10. WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT:

- 10.1 Company may suspend the service during technical failure modification or testing of the service network.
- 10.3 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.
- 10.4 Subject to cause 10.1 the Company may terminate this contract and the service at any time by informing Customer's by post courier, electronic mail/ or facsimile transmission.
- 10.5 Should the Company suspend or terminate the service pursuant to clause 10.1 of this contract, the Customer shall have no right to any data stored and the Company shall be under no obligation to make such data or any copies of it 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 after prior notice.
- 10.6 Shifting of premises: Where customer wants to shift the subscribed services to a new premise, Customer shall call the Customer Care Call Center and register their request for relocation of connection. Our Field Staff shall get in touch with the Customer to collect the written request, relocation charges of Rs 500 and valid address proof for the new location.

The relocation will be done subject to feasibility, and the changed address shall reflect from the next bill. Company will not be liable to pay any refund of the amount paid for installation or use of service of the said services in case the Customer requests for a shift of location to an area where the Services

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111
AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



are non-feasible. Feasibility/Non-Feasibility of services shall be communicated/informed to the Customer within a period of 7 working days from the request of the customer.

- 10.7 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.
- 10.8 The parties to this contract may terminate this contract without cause and without prejudice to Company's rights specified in this contract, by serving at least 30 days written notice on the other day.

11. FORCE MAJEURE:

- 11.1 If it 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, riot, bomb-blasts, explosion, epidemic, quarantine, restriction, strikes, lock out, in compliance with regulation, orders or instructions of any Central, State or Municipal government or agencies thereof or any other Acts of God etc., the Customer will not have any claim for damage or compensation against the Company in respect of such performance or delay in performance of the Service.
- 11.2 The company shall not be liable to the Customer in any manner whatsoever, for any delay or failure in providing the Service, f 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:
 - (a) Delay or disruption in the service attributable directly or indirectly to the lines of the upstream gateway service provider (which is VSNL right now).
 - (b) Delay or disruption in the service attributable directly or indirectly to the direction of any Statutory and/ or Regulatory Authorities; and
 - (c) Delay or disruption in the service attributable directly or indirectly to a change in law.

12. ARBITRATION:

In the event of any question, dispute or difference arising out of provisions of the service, the matter shall be referred to a sole arbitrator. Arbitration shall be governed as per the Arbitration and Conciliation Act of 1996. The Arbitration shall be held in Ahmedabad.

13. ASSIGNMENT AND TRANSFER:

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

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380059.

CIN: U64204GJ2008PTC054111 AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



13.2 This contract of service shall be non-transferable by Customer in nature and any private transfers affected 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. After being granted permission by the company, the Customer shall be under an obligation to fulfill requisite documentation formalities and payment of charges as specified by the company from time to time. Customer shall be liable and under an obligation to fully discharge its payable dues till the date of such regularized transfer from the company.

14. 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 e-mail, fax, courier or post at customer address as specified in this contract. Similarly, the customer shall serve any notice or other.

15. SEVERABILITY OF CONTRACT & OTHER PROVISIONS:

- 15.1 If any term or condition of this contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this contract and shall be deemed to be deleted from this contract. If any provision of this contract is determined to be invalid the other provisions shall remain in full force and effect.
- 15.2 Neither the course of conduct between the parties nor trade practice will modify the provisions of the contract.
- 15.3 The provisions of all obligation of and all restrictions on customer will survive the termination of this contract.
- 15.4 No failure or delay on company's part to exercise any right or remedy under this contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise or any right or remedy preclude the further exercise of such right remedy as the case may be.
- 15.5 The law of India governs the contract and the customer hereby submits to the jurisdiction of the court of Ahmedabad.

D. QUALITY OF SERVICE PARAMETERS SPECIFIED BY THE AUTHORITY IN RESPECT OF EACH OF THE SERVICES:

Benchmarks for Quality of Service (QoS) Parameters

The benchmarks for the Quality of Service parameters for Broadband are as below:-

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



Sr. No.	QoS Parameters	Benchmarks	Averaged over a period of
i.	Service Provisioning / Activation Time	100% cases in =<15 working days (subject to technical feasibility). In all cases where payment towards installation charge & security deposit is taken and the Broadband connection is not provided within 15 working days, a credit at the rate of Rs.10/ per day, subject to a maximum of installation charge or equivalent usage allowance shall be given to the customer, at the time of issue of first bill.	
ii.	Fault Repair / Restoration Time	By next working day: > 90% and within 3 working days: 99% Rebate: (a) Faults Pending for > 3 working days and < 7 working days: rebate equivalent to 7 days of minimum monthly charge or equivalent usage allowance (b) Faults Pending for > 7 working days and < 15 working days: rebate equivalent to 15 days of minimum monthly charge or equivalent usage allowance (c) Faults Pending for > 15 working days: rebate equivalent to one month of minimum monthly charge or equivalent usage allowance	One month
iii.	Billing Performance • Billing complaints per 100 bills issued • %age of Billing Complaints resolved • Time taken for refund of deposits after closure:	< 2% 100% within 4 weeks 100% within 60 days	One month
iv.	Response time to the customer for assistance	% age of calls answered by operator (Voice to Voice) Within 60 seconds > 60% Within 90 seconds > 80%	One month
v.	Bandwidth Utilization/ Throughput: a) Bandwidth Utilization i) POP to ISP Gateway Node [Intranetwork] Link(s)	<80% link(s)/route bandwidth utilization during peak hours (TCBH). If on any link(s)/route bandwidth utilization exceeds 90%, then network is considered to have congestion. For this additional provisioning of Bandwidth on immediate basis, but not later than one month, is mandated.	One month

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



	ii) ISP Gateway Node to IGSP/NIXI Node upstream Link(s) for International connectivity	Subscribed Broadband Connection Speed to be met >80% from ISP Node to User.	
	b) Broadband Connection Speed (download)		
vi.	Service Availability / Uptime (for all users)	> 90% quarter ending June 2007; > 98% with effect from quarter ending September 2007 and onwards	One Quarter
vii.	Packet Loss (for wired broadband access)	<1%	One month
viii.	Network Latency (for wired broadband access) • User reference point at POP / ISP Gateway Node to International Gateway (IGSP/NIXI) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Terrestrial) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Satellite)	<120 msec <350 msec <800 msec	One month
ix.	Customer perception of Services		One Quarter
(a)	% satisfied with the provision of Service	>90%	
(b)	% satisfied with the billing Performance	>90%	
(c)	% satisfied with help services	>90%	
(d)	% satisfied with network performance, reliability and availability	>85%	
(e)	% satisfied with maintainability >85%		
(f)	% satisfied with Overall customer satisfaction	>85%	
(g)	% satisfied with Customer satisfaction with offered supplementary services such	>85%	

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY



as allocation of static/fixed IP addresses,	
e-mail IDs etc.	

E. DETAILS ABOUT EQUIPMENT OFFERED TO THE CONSUMER BY THE SERVICE PROVIDER IN RESPECT OF ANY OF THE SERVICES:

Company provides any and all devices used to deliver the Broadband Services, including but not limited to all node, terminal and other equipment, wires, fiber optic cables, lines, circuits, ports, routers, switches, cabinets, racks, etc. ("Equipment").

F. RIGHT OF CONSUMERS UNDER THE DIFFERENT REGULATIONS, ORDERS AND DIRECTIONS ISSUED BY THE AUTHORITY:

Consumer Rights:

- 1. To receive Quality of Service in accordance with parameters specified by TRAI in its regulations (Refer "Section-D" of this Charter).
- 2. Right to get information regarding tariff before provision of service and every time the tariff is changed, especially adversely affecting the consumer.
- 3. Right to be informed before activation of any value added service, which is chargeable.
- 4. Right to get the rebate of rental in case of continuous disruption of service for more than 3 days.
- 5. To seek legal remedy in case the grievances of the consumer is not settled.
- 6. To get refund of security deposit within 60 days of request of termination of service subject to adjustment of pending dues, if any.
- 7. Right of consumers for termination or disconnection of service.
- 8. Any consumer may, at any time,
 - a. during pendency of redressal of his grievance, whether by filing of complaint or appeal, under these regulations; or
 - b. before or after filing of complaint or appeal, under these regulations, exercise his right conferred upon him under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force and seek redressal of his grievance under that Act or law.
- 9. Right to know the eligibility, opening and closing dates of any promotional offers provided by the service provider.

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



G. THE DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER UNDER THE DIFFERENT REGULATIONS, ORDERS AND DIRECTIONS ISSUED BY THE AUTHORITY:

The duties and obligations of the service provider under the different regulations are mentioned in clause 2 & 3 of "Section - C" of this charter. Also the Service provider is obliged to protect the consumer rights as detailed in "Section - G" of this charter.

H. GENERAL INFORMATION NUMBER: +91 9727633633

I. CONSUMER CARE NUMBER:

GTPL has set up a centralized helpline numbers to assist subscriber should the need arise: +91-9727-633-633 (Toll) and 1800-419-0419 (Toll Free). This service is available round the clock. Subscriber shall be guided to and connected with the Complaint Centre in subscriber's service area through the Interactive Voice Response System ("IVRS"). Executives will be available to answer subscriber's queries in Hindi / English and the local language of the State. Apart from this, GTPL has Customer Service Desks at all Unit / Branch Locations, details of which are available on GTPL's website under "Contact us".

J. COMPLAINT REDRESSAL MECHANISM, INCLUDING COMPLAINT REDRESSAL PROCEDURE AND THE TIME LIMITS FOR REDRESSAL OF COMPLAINTS:

If subscriber have any grievance that subscriber wish the GTPL to redress, subscriber may contact GTPL's Complaint Centre/Customer Care Centre with the details of subscriber's grievance. Following is the contact details and complaint redressal timeline (as provided under TRAI regulations) for GTPL's Complaint Centers, according to the type of complaint:

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



First Level:

Complaint Type	Contact Details	Timeline for redressal of complaint
Provisioning New Connections	(a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: +91-9727-633-633 / 1800-419-0419	Within 15 Days of receiving your application with Valid Documents (Provided technical Feasibility in your area permits the connection)
Fault Repair	 (a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: +91-9727-633-633 / 1800-419-0419 	Attended to within 3 days of request and resolved in a maximum of 30 days
Shifting the Connection to your new address within the same city	(a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: +91-9727-633-633 / 1800-419-0419	Attended to within 3 days of request and resolved in a maximum of 15 Days (Provided technical Feasibility in your area permits the connection)
Closures	 (a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: +91-9727-633-633 / 1800-419-0419 	Attended to within 24 Business hours
Billing	 (d) Website: www.gtpl.net (e) E-mail: yoursupport@gtpl.net (f) Contact no.: +91-9727-633-633 / 1800-419-0419 	Attended to within 24 Business hours and resolved in maximum of 4 weeks

^{*}In case we are not able to attend subscriber's complaint within the above mentioned timeframe, for any reason beyond our control, subscriber shall be communicated with such reasons at the time of responding to subscriber's complaint.

For each complaint received by GTPL, subscriber will be assigned a ticket number.

Second Level:

If subscriber is not satisfied with the redressal of his complaint by the Complaint Centre, or the complaint remains unaddressed within the period specified above, subscriber may appeal with the appellate authority for Redressal of the complaint.

K. E-MAIL, CONTACT ADDRESS, TELEPHONE NUMBER AND FACSIMILE NUMBER OF THE APPELLATE AUTHORITY AND TIME LIMITS FOR DISPOSAL OF APPEALS:

Subscriber can appeal to the Appellate Authority with subscriber's ticket number (unique complaint number subscriber get after registering subscriber's complaint with GTPL Customer Care) from Monday to Friday, between 10:30 am and 6:30 pm. Time Limit for Disposal for Appellate Authority: The Appellate Authority shall decide every appeal within 39 working days from the date of filing the appeal.

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059.

CIN: U64204GJ2008PTC054111 **AN ISO 27001:2013 & ISO 2015 CERTIFIED COMPANY**



Appellate Authority Details:

Name: Mr. Kamal Bhatia Contact Number: 8141766655

Address: 2nd Floor, Sahajanand Shopping Centre,

Opposite Swaminarayan Mandir, Shahibaug- Ahmedabad - 380004

Email: appellateauthority.guj@gtpl.net

L. PROCEDURE FOR TERMINATION OR DISCONNECTION OF EACH SERVICE OFFERED BY THE SERVICE PROVIDER:

As provided in terms & conditions mentioned in the CAF, mentioned here in above.

Registered Office: 2nd Floor, Sahajanand Shopping Centre, Opposite Swaminarayan Mandir, Shahibaug, Ahmedabad -380004,

Gujarat. Phone: 079-25626470

Corporate/Correspondence Office: "GTPL HOUSE", Shree One Building, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380059.