



bhoomika
DIGITAL CABLE SERVICES PVT. LTD

TELECOM CONSUMER CHARTER

Broadband Internet Services

BHOOMIKA DIGITAL CABLE SERVICES PRIVATE
LIMITED Thekkumtala Building, Azad Road, Kaloor,
Kochi-682017

About Us

Bhoomika Digital Cable Services Private Limited (“Bhoomika”) is one of India’s leading broadband service providers. Our vision is to be a single-point access provider, delivering a converged world of information, entertainment, and services to homes and workplaces.

Bhoomika has adopted innovative technologies designed to provide uninterrupted broadband services to our growing customer base. With a robust fiber optic backbone, along with state-of-the-art Internet Nodes and Data Centers, our network ensures reliable and high-speed Internet connectivity.

As part of our commitment to service excellence, we believe it is important for you to know about your Internet service provider and the regulatory framework of the **Telecom Regulatory Authority of India (TRAI)**.

This consumer charter will provide you with all the necessary information to help you make the best use of your Bhoomika Broadband Internet connection. It includes details about our helplines, office addresses, service coverage, service commitments, and other important Terms & Conditions.

Warm Regards

Bhoomika Digital Cable Services Private Limited

General Information and Customer Care

Our experienced and dedicated team of Customer Service Executives, Engineers, Network Specialists, Commercial Staff, Technicians, and Associates are committed to providing you with the highest quality of service, with the aim of exceeding your expectations.

If you have any queries, suggestions, complaints, or feedback, you are welcome to contact us through the modes listed below. Your inputs not only help us serve you better but also enable us to understand customer needs, adapt to changing trends, and continuously improve our services for all our valued customers.

info@bhoomikadigitalcable.in
7909188891 (Technical team)
9946599980(Accounts team)

Complaint Redressal Mechanism

If you have any grievances, you may contact us through our helpline numbers, email, or by sending a written complaint via post, courier, or fax. Our team is committed to addressing your concerns promptly and professionally.

A unique Docket Number / Complaint Reference Number is provided to the customer for all the

complaints.

@ Retain details about complaints for each docket number for a minimum period of three months.

@ Complaint center shall communicate through call, email or SMS the consumer, the docket

number, date & time of registration of complaint and likely resolution time of the complaint to

the consumer upon receipt of such complaint.

@ Redressal of the complaints and service requests shall be taken in accordance with the time frame

as specified under the Quality of Service regulations issued by TRAI, and for those cases wherein

such time frame is not specifically defined shall be addressed within time period not exceeding

three days.

@ On completion of action on a complaint, details of action taken on the complaint shall be

communicated to the customer and the same shall be updated in our system.

@ Where a consumer is not satisfied with the redressal of his complaint by the Complaint Centre, or

his complaint remains unaddressed or no intimation of redressal of the complaint is received

within the period specified above, such consumer may appeal with the appellate authority for

Redressal of the complaint.

@ Appellate Authority may entertain an appeal after the expiry of the said period of thirty days but

before three months from the expiry of the time limit specified above, if it is satisfied that there

was sufficient cause for not filing it within that period.

@ No fee shall be charged from a consumer for filing an appeal before the Appellate Authority.

@ A unique appeal number is allotted to every complaint made by the consumer by the appellate

desk and informed within 3 days by SMS or email to the consumer.

@ Appellate authority will resolve the appeal within 30 days of receipt of the appeal.

Rights of Consumers:

Some of the rights of Consumers are quoted below for quick reference.

@ Right to avail services in accordance with the Quality of Service (QoS) parameters prescribed by TRAI

from time to time.

@ No value added service shall be provided to a customer without explicit consent.

@ Receive unique docket number for every complaints registered by consumer.

@ The details of Appellate Authority are to be provided to the consumer by the Contact Centre

executive upon consumer request.

@ Request termination of service by sending a written request through email or by contact the

customer care number of the company. (Subject to return / recovery of the Customer Premise

Equipment (CPE) and post reconciliation of invoice after adjusting the outstanding dues and security

deposit)

@ To get refund of security deposit, if any, within prescribed time of request of termination of service

subject to adjustment of pending dues, if any.

@ Right of consumers for termination or disconnection of service: however obliged to make payment

of all the bills in respect of services availed by him.

@ Right to lodge a complaint with the complaint center established by the Company and approach an

appellate authority in case of non redressal of complaint by complaint center.

@ Get the complaints escalated to Contact Center within the prescribed time limit as defined in Quality

of Service Regulations of TRAI.

@ To view all tariff plan details on the website.

(For further details, please visit TRAI's website on 'www.trai.gov.in')

TERMS AND CONDITIONS

1. Interpretation:

1.1 In this context unless the context otherwise requires:

'Company' means Bhoomika Cable and Datacom Limited having its registered office at 805/806,

Windsor, Off. CST Road, Kalina, Santacruz (East), Mumbai 400098, its successors and assigns, and all

other entities involved in the provision of the Services'

'Price List' and 'Service Packages' means the schedule of charges for the Service, which the Company

may publish from time to time;

'Contras' means the Agreement between the Company and Customer incorporating these conditions,

the registration form displayed and completed and the Price List;

'Customer' means any person as defined under General Clauses Act 1899 who has subscribed to the

Service by signing this Contract, limited by downloads and amount, It includes a person who is acting

on or for behalf of the Customer.

'Information' means the visual, textual or other information published or otherwise made available

(directly or indirectly) on the internet.

'Internet' means the global data network commencing interconnected networks using TCP/IP

(Transmission Control Protocol Internet Protocol);

'Service' means the service provided by the Company whereby Customer can gain access to the

Internet and, where applicable, any Service and facilities which the Company provides and Customer

uses in connection with the Service and which are invoiced to the Customer.

‘Cable Operator’ means any entity who provides Cable T.V. Service to any person subscribing to such

Cable T.V. service of such entity.

‘Cable T.V. Service’ means provision of transmission/re-transmission of audio-visual T.V. signal

through Cable. ‘Third Party Content’ means all information, notes and conditions, which form part of

this Contact.

1.2 Company's Price List contains explanations, notes and conditions, which form part of this contract.

1.3 The Terms & Conditions, the Price List and the registration form shall form part and parcel of this

Contract between Customer and the Company for the provision of the Service.

2. Provision of Service

2.1 Company reserves the right to grant or not to grant the service to a prospective Customer subject to

all material particulars being found correct upon verification by the Company.

2.2 This contract shall be subject to the License Agreement between Department of Telecommunications

and Ministry of Communications, Government of India and the Company for the operation of

Internet services to the extent as may be applicable hereto.

2.3 The Customer acknowledges that no unused access limits will be carried forward after the expiry of

download Limit or after the expiry of amount paid by Customer, whichever is earlier.

2.4 The Customer acknowledges that all necessary information required by a customer for making an

informed choice about the type and nature of services required by him, including availability and

network coverage, is clearly conveyed to him in English or Hindi or other regional language before

he subscribes to a particular service/Plan/Pack.

2.5 The Service is supplied for decent and lawful purpose only and without any express or implied

warranties save for those warranties implied or imposed by the under Indian Law.

2.6 Customer has to give the Company in writing any information required as per statutory requirement

for use of the Services as notified to the Customer from time to time.

2.7 The Service is provided on an "AS IS and AVAILABLE" basis without warranties of any kind, either

express or implied, including but not limited to warranties of title, no infringement or implied

warranties of merchantability of fitness for a particular purpose. No advice or information given by

the other material accessible on the Services is free of viruses, worms, Trojans horses or there

harmful components.

2.8 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 earlier termination of

the contract, the right of the Customer to use the Services shall cease.

2.9 The customer shall be legally liable to abide to the Terms & Conditions mentioned along with the

Customer Relationship Form (CRF).

2.10 The period of subscription shall commence upon activation of the services and shall be subject to address verification and all applicable laws, rules, regulations, notifications, orders and directions of the Government of India, regulatory authorities/courts/tribunals and other Terms and Conditions of the CRF and shall run in concurrence with license agreement.

2.11 The Customer shall not use the service for any improper, immoral, unlawful or abusive purpose, or for sending obscene, indecent, threatening, harassing, un-solicited messages or message affecting/infringing upon national or social interest, nor create any damage or risk to Bhoomika Cable & Datacom Ltd. or its network or Customers or any other person natural or legal whomsoever. Any

such infringement or misuse shall under no circumstances be attributed to the company Limited and the Customer shall be solely responsible for all such acts. The Customer hereby agrees to indemnify and hold harmless the company and its officials/agents from all suits, costs, damages or claim of any kind arising out of any act or permission or misuse of the service by the Customer or any other person with or without consent of the Customer.

2.12 The customer shall also indemnify the company for any claim out of any infringement or violation of

copyright by the Customer or by anyone else using the mobile connection of the Customer.

2.13 The company shall not be responsible for any civil or criminal liability incurred by the Customer due

to misuse of the service provided by the Company through any act of commission or omission by the

Customer.

2.14 The Company shall not be liable for any act of commission or omission of any third

party/supplier/manufacture including any agency/ company offering any privilege or benefits to customers without any specific permission or authority of the company

2.15 The company reserves the right to temporarily/permanently make any or all network resources unavailable due to technical reasons, for upgrade of network, for repair of network or for reasons of commercial unavailability and the Customer shall have no claim against the company with respect to the same.

2.16 Any increase/addition/introduction of taxes and or levy of any taxes, duties or any other statutory charges etc. (present/future) shall be charged to the Customer's account without any notice to him and shall at all times be deemed to be part of tariff.

2.17 Privacy of communication is subject to government regulations, the terms of the License Agreement of the company and other statutory and regulatory factors. However, the company may be required to disclose any information or particulars pertaining to the Customer, to any Authority, statutory or otherwise, including but not limited to any security agencies and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.

3. Provisioning of Hardware for Service (Applicable only for Modem/Router)

3.1 Cable Modem/Router is not part of the standard Service package and will have to be purchased / rented by the Customer.

3.1.1 In case the Customer purchases the Cable Modem/Router outright, the same will become the property of the Customer.

3.1.2 If the Customer has purchased the Cable Modem/Router in installments (as per the offer from the Company) and wishes to terminate the subscription before all the installments have been paid to the Company, the Customer will have to pay the balance installment amounts and keep the Cable Modem/Router. In case the Customer fails to pay the balance installments within 15 days of termination of subscription, the Customer will have to return the Cable Modem/Router to the Company and no money will be refunded in lieu of the Cable Modem/Router returned. In case of any damage to the Cable Modem/Router, the Customer will have to pay the service/repair charges including the cost of replacement of parts, if any.

3.1.3 If the Customer rents the Cable Modem/Router, the Modem/Router will be the property of the Company. For the rental option, the Customer will pay the Company a refundable (non-interest bearing) security deposit and monthly rental as mentioned in the Price List. On termination of this contract, the Customer will have to return the Cable Modem/Router to the Company, and the Company will refund the Security Deposit to the Customer after adjusting dues, if any. In case of any damage to the Cable Modem/Router, the Customer will have to pay the service/repair charges including the cost of replacement of parts, if any.

3.2 Customer is advised to use Cable Modem/Router supplied by the Company only.

3.3 Company's technicians will install the cable wire up to the Customer's office/residence premises (if it is not already present) and connect the cable to the Customer's Computer to enable internet access.

3.4 Company's technicians will also install the Cable Modem/Router and configure the Customer's Computer to use the Service.

3.5 Recognizing that the Company is merely the supplier of Cable Modem/Router (or any other hardware that may be supplied), the Company makes no warranties of any kind, expressed or implied, in respect of the same, and also disclaims any warranty of merchantability and/or fitness for a particular purpose. Warranties in respect of all hardware supplied by the Company will be made and issued by the respective manufacturer.

3.6 The modems are presently supplied by vendors with a default setup of user ID & password. It is suggested to change the default password by the Customer at the time of installation to avoid any unauthorized access to the modem.

3.7 It is suggested to change the login password at regular intervals so as to avoid any unauthorized access.

4. CHARGES

4.1 Customer acknowledges and agrees that they will pay the Company in advance the initial sign-up fee and/or monthly fee and other charges as and when they fall due, as may from time to time be notified to the Customer by the Company. Customer also agrees to pay all applicable statutory taxes relating to the use of the Service by the Customer.

4.2 Company shall not be liable to refund any amount to the Customer when the Service is temporarily down, interrupted, or suspended.

4.3 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.

4.4 Company will invoice the Customer on a periodic basis by email to the registered email address of the Customer.

4.5 Payment is due on the due date mentioned on the invoice. All charges must be paid in full without any deduction, set-off, or withholding. If the Customer does not pay the amount by the due date, the Company will charge interest @ 2% per month on the outstanding amount until it has been paid in full by the Customer.

4.6 It will be the Customer's responsibility to inquire about outstanding dues. In case of non-receipt of invoice, the Company reserves the right to withdraw, suspend, or terminate the Service partially or fully in case of non-payment of the invoice by the due date.

4.7 Company is entitled to retain the security deposit and apply it in full or partial satisfaction of any amount due from the Customer to the Company. On termination of this contract, the security deposit will be refunded to the Customer, subject to adjustment of any dues payable by the Customer to the Company, and without any interest on the security deposit.

4.8 All the Terms & Conditions of the Service Package plans and payments including subsequent Service Packages/manuals/booklets etc., issued/notified by the Company from time to time shall binding on Customer.

5. USE OF THE SERVICE

5.1 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 or has obtained all requisite licenses and approvals. The Customer shall alone be liable and responsible for all such unauthorized reproduction, distribution, publication, copying, downloading, or exploitation of any Third-Party Content, or for infringement of copyright or any other applicable intellectual property rights.

5.2 For the purpose of legal provisions or otherwise, Customer further acknowledges, agrees, and authorizes the Company to access, copy, amend, or delete any Third-Party Content or content uploaded or otherwise provided by the Customer through the use of Service, where any such content is, or is alleged to be, defamatory, in breach of copyright, illegal, or otherwise deemed inappropriate in the Company's sole opinion.

5.3 Customer is required to ensure that no objectionable or obscene messages, communications, or material are generated and/or sent by the Customer, which are in derogation of the established laws of the country. Customer further acknowledges that the Internet contains unedited material, some of which may be obscene, explicit, or pornographic and in derogation of Indian Laws, over which the Company has no control. The Company accepts no responsibility whatsoever for access to such material by the Customer, which shall be at the sole risk of the Customer.

5.4 Customer is responsible for, and shall provide, all equipment necessary to access the Service. The 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 the Company's other Services. Customer shall comply with the Company's requirements regarding access equipment and/or mode of access to and/or use of the Service.

5.5 The Company reserves the right to amend any particular program, information, or facility which it provides or may provide through the Service. Customer agrees to abide by all applicable laws relating to the use of the Service and any Third-Party Content. Customer must also follow generally accepted rules of conduct relating to proper use of Internet resources.

5. USE OF THE SERVICE (continued)

5.6 Customer has to pay the Company an interest-free security deposit as and when specified by the Company. The Company also reserves the right to demand from the Customer any advance deposit, at any time during the sustenance of this contract, for use of Service, and it shall be binding on the Customer.

5.7 Customers are restricted from providing their own Internet service and/or illegal termination or origination of international voice calls without a valid ISP license. (Notification 813-7/2002-LR (Vol.II)).

5.8 As per the guidelines issued by the Department of Telecommunications, Govt. of India, it is mandatory for all customers to provide the complete network diagram of the setup along with details of connectivity at the premises of all Internet leased line customers.

5.9 As per the guidelines issued by the Department of Telecommunications, Govt. of India, the Company shall carry out periodical inspections at the premises of the customers to check for possible misuse and possible interconnection of the Internet leased line to PSTN/ISDN/IPLMN.

5.10 Spam/unsolicited emails are not allowed. If found, services will be terminated with immediate effect. Customer's connection will also be temporarily terminated if identified as transmitting virus-infected emails.

5.11 Delivery is not guaranteed based on the destination server's uptime. A single email can be sent to a maximum of **20 recipients** only, with an attachment size not exceeding **5MB** (including the header message).

6. SECURITY

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 The Company reserves the right to verify the information given by the Customer through its authorized agent, representative, or from any other independent source. The Company reserves the right to use this information and data at its discretion. In case

any incorrect information is found in the application form given by the Customer, at any time, the Company reserves the right to partially or fully withdraw, suspend, or terminate the Service forthwith without any notice in that regard.

6. SECURITY (continued)

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 the Customer's account details, by email, fax, courier, or registered post.

7. RESTRICTIONS ON USE

7.1 Customer is not allowed to assign the Service (except World Wide Web service), and the right to access is subject to the terms and conditions herein.

7.2 If the Customer is a value-added telecom service provider and/or Other Service Provider, as mentioned under the notifications, Terms, and Conditions, Definitions of the Department of Telecommunications (refer website: www.dot.gov.in), the Customer would require necessary permission/license from the Dy. Director General (CS), Department of Telecommunications, Sanchar Bhawan, 20 Ashoka Road, New Delhi – 110001.

7.3 Customer is required to fully comply with the provisions of Indian Laws including the Information Technology Act, 2000, Telegraph Act, 1885, and the Rules made thereunder and any amendments or replacements made from time to time.

8. LIABILITY

8.1 The Company shall not be a party to any transaction, including without limitation, any transaction relating to goods, services, and/or Third-Party Content, between the Third-Party Content provider and the Customer.

8.2 In no event shall the Company 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. This includes, without limitation, damages resulting from or for loss (whether direct or indirect) of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data, indirect or consequential loss, non-deliveries, or service interruptions, whether attributable to any negligent act or omission of the Company or its employees or otherwise. No guarantee of end-to-end bandwidth on the Internet is made.

8.3 The Company will make its best efforts and strive to maintain the maximum possible uptime of the Service. However, the Company will not be responsible for actions beyond its control. Customer acknowledges and accepts that, by the very nature of the Service, there may be several factors affecting the provision of the Service, and the Company's obligation to provide the Service shall be on a best-effort basis.

8. LIABILITY (continued)

8.4 The Customer acknowledges and accepts that the Company shall not be liable for any downtime in the Service due to technical problems in any equipment or due to force majeure conditions. However, the Company shall use its best efforts to rectify any network-related issues within the minimum possible time.

8.5 Any termination of this Contract shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any

provision herein which is expressly or by implication intended to come into or continue in force after such termination.

9. INDEMNITY

The Customer will be responsible and liable for, and shall indemnify the Company against, any and all liability arising from the use of the Customer's account and all actions and costs incurred as a result of such use. This includes, but is not limited to,

claims for defamation, infringement of copyright or any other intellectual property rights, misuse of the Service, and any breach or non-observance of any terms of this Contract by the Customer.

10. VARIATION OF TERMS AND CONDITIONS

The Company reserves the right to modify and amend this Contract, the Services, operating procedures, or any of its Service fees, late charges, and prices. The Company may also discontinue or revise any or all other aspects of the Service at its sole discretion.

11. WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE / TERMINATION OF CONTRACT

11.1 If the Customer commits breach of any one of the terms and or conditions of the Contract including non-payment or late payment of any invoices or If Customers use of or action in connection with the use of the Service inappropriate, in Company's sole opinion, with the continued use of and/or subscription of the Service, then Company may at any time, at company's sole discretion and without prejudice to any other remedy available to it at law, either suspend Customers access to and use of the Service until such breach is remedied or terminate this Contract and Customers access to and use of the Service immediately.

Reinstatement of Service will require full payment of outstanding balance and other charges plus applicable initial sign-up fee. It shall be Company's sole discretion to allow such reinstatement of the in full partially.

11.2

Company reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying Customers if the payment instrument is returned unpaid to the Company for whatever reason by Customers bankers.

11.3

Subject to Clause 11.1 the Company may terminate this Contract and the Service at

any time by informing Customer by post, courier, electronic mail/ or facsimile transmission.

11.4

Should the Company suspend or terminate the Service pursuant to Clause 11.1 Customer have no right to any data stored and the company shall be under no obligation to make such data or any copies of its available to the Customer in any for whatsoever. Should the Contract terminate for any reason whatsoever Customer data stored on Company's facilities will be explicitly erased without prior notice.

11.5

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

12. FORCE MAJEURE

12.1

If at 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 fire, war, hostility, Acts of the public enemy, civil commotion, sabotage, fire, flood, earthquake, riots, bomb-blasts, epidemic, quarantine, restriction, strikes, lock out, compliance with regulations, orders or instructions of any Central, State or Municipal Government or agencies thereof or any other Acts of God, or any force majeure conditions, law and order situation, strikes etc., Customer will not have any claim for damages against the Company in respect of such-performance of the Service.

12.2

The Company shall not be liable to the Customer in any manner whatsoever, for any delay or failure in providing the Service, if the same is related or connected, directly or

indirectly, to an 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:

- **12.2.1** Delay or disruption in the Service attributable directly or indirectly to the form of the upstream gateway service provider;

- **12.2.2** Delay or disruption in the Service attributable directly or indirectly of any Statutory and or Regulatory Authorities; and 12.2.3. Delay or disruption in the Service attributable directly or indirectly to a change in law.

13. ARBITRATION

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

14. ASSIGNMENT AND TRANSFER

14.1

Company may assign this Contract any time and that will be binding on Customer.

14.2

This contract, of the Service shall be non-transferable by Customer in nature and private transfers effected by Customer is not permissible, It 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 in writing for intended transfer. In case of such permission being granted by the Company, 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.

15. GIVING NOTICE

Any notice or other communication to be given by the Company under this Contract shall be in writing and shall be served by either e-mail, fax, courier or post.

16. LAW / JURISDICTION

16.1

If any term or condition of this Contract becomes or is declared illegal, invalid or forcible 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.

16.2

Neither the course of conduct between the parties nor trade practice will modify the provisions of the Contract.

16.3

The provisions of all obligations of and all restrictions on Customer will survive the termination of this Contract.

16.4 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 of remedy as the case may be.

16.5 The laws of India govern the Contract and the Customer hereby submits to the jurisdiction of the Court of Mumbai.