



# CUSTOMER ACQUISITION FORM

(To be filled in block letter. Please use a ballpoint pen while filling the form.)

## SHIVANSH INFOTECH PRIVATE LIMITED

Reg. Office: 248, Govind Plaza, Boundry Road, Meerut- 25001, U.P., India

Visit us at [www.shivanshinfotech.com](http://www.shivanshinfotech.com) [www.speedair.org](http://www.speedair.org)

APPLICATION FOR NEW REGISTRATION/RENEWAL

INTERNET/LEASE LINE SERVICE / Cable TV / IPPBX

(Use one Application Form Per Account)

AFFIX PHOTO OF SIGNATORY

Kindly paste your latest passport size photo, kindly ensure your signature overlaps on photo as well as the form.

CAF / Form Serial No.	Customer Code	Date Received	Signature

### Information for activating your Services:

- Type of Customer :    New            Existing
- Status of Subscriber :    Individual            Corporate
- Service Opted :    Internet            IPPBX            Cable TV
- Name : \_\_\_\_\_
- Organization Name (in Case of Corporate) : \_\_\_\_\_
- Address (For Connection/Installation) :  
 Building/Plot No : \_\_\_\_\_ Street Address \_\_\_\_\_  
 Locality \_\_\_\_\_ City/District \_\_\_\_\_ Pin Code \_\_\_\_\_  
 State \_\_\_\_\_ Mobile No \_\_\_\_\_ Tel No \_\_\_\_\_
- Address (For Billing, If same, Leave blank) :  
 Building/Plot No : \_\_\_\_\_ Street Address \_\_\_\_\_  
 Locality \_\_\_\_\_ City/District \_\_\_\_\_ Pin Code \_\_\_\_\_  
 State \_\_\_\_\_ Mobile No \_\_\_\_\_ Tel No \_\_\_\_\_  
 E-Mail ID (For E-Bill): \_\_\_\_\_
- Photo ID proof type of authorized signatory  
 Document Name : \_\_\_\_\_ Document No : \_\_\_\_\_  
 Date of Issue : \_\_\_\_\_ Issuing Authority : \_\_\_\_\_ Place of Issue : \_\_\_\_\_
- Existing Plan (If any) : \_\_\_\_\_
- New Plan Opted : \_\_\_\_\_
- Customer Profile :    Data Use            Data & Voice Use (For Call Centers only)\*
- Customer Type :    Prepaid            Postpaid

### Additional Information to serve you better (For Corporate Customer Only)

- Your Organization is    Proprietorship    Partnership    (P) Ltd.    Ltd.    Govt.    Other \_\_\_\_\_
- No. Of Employees : \_\_\_\_\_ No. of Internet Users : \_\_\_\_\_
- Your Annual Turnover (In Lakhs) : Rs \_\_\_\_\_
- Your Annual Expenditure on Internet Services : \_\_\_\_\_
- Your Previous ISP : \_\_\_\_\_ Your Previous Plan : \_\_\_\_\_
- Is your Organization Tax Payee :    Yes    No    PAN/ GIR No. \_\_\_\_\_ (Please attach a copy)

### Order & Payment Details

- Form of Payment :    DD            Cheque            Cash
- Security Deposit : \_\_\_\_\_
- Installation Charges : \_\_\_\_\_
- Payment Remarks : \_\_\_\_\_

### Connection Details

- IP Address : \_\_\_\_\_
- Subnet Mask : \_\_\_\_\_
- Gateway : \_\_\_\_\_
- Hardware Details : \_\_\_\_\_

### Declaration by Customer

I/we have read and understood the terms & conditions mentioned overleaf and unconditionally accept them as binding on me/us. I/we have understood all the rates, tariffs and other related conditions on which services will be provided. The above details are filled by me and are true and correct in all respects. I also undertake to pay all the charges raised on account of services availed. In order to ensure compliance with the government of India Regulation, I/We confirm the Genuineness of the documents submitted by me/us with this form, I/We have read and understood all the terms & Conditions.

Signature  
Seal of Organisation  
Date

### Declaration by Point of sale

I/we hereby undertake and confirm that I/we have seen the customer and certify that (a) Form has been duly filled by the customer (b) the photograph submitted has been matched with the customer, (c) Form has been personally signed by the customer in my/our presence (d) proof of identity and address have been collected, (e) the original proof of identity and address have been matched and verified with self-attested documents submitted by the customer (f) details on the form match with these documents, (g) I/we have put my signature on Form and all the documents with my full name & stamp containing my address.

Name \_\_\_\_\_  
Sales code \_\_\_\_\_

Sign & Stamp \_\_\_\_\_  
Date \_\_\_\_\_

### Declaration of Speed air employee activating the connection

I hereby confirm that (a) the documentary requirements regarding subscriber verification have been completed (b) details of the customer are completed and have been entered in the database.

Name \_\_\_\_\_  
Emp. code \_\_\_\_\_  
Sign \_\_\_\_\_  
Date \_\_\_\_\_

## Terms & Conditions:

SIPL refers to "Shivansh Infotech Private Limited" in below listed terms & conditions.

- SIPL shall update its Internet Service without prior intimation to its subscribers.
- SIPL would try to provide a reliable service to its customers. But it would own no responsibility in case of interruptions in the network beyond its reasonable control.
- SIPL will make its best endeavors to upgrade network capacity to provide desired speed of connections to the subscribers. However the subscriber understands and acknowledges that he/she will be able to connect and operate at such speed as determined by network resources available at that time.
- The subscriber of SIPL Internet Services is not allowed to resell the Internet Services.
- The subscriber is required to use Telecom Engineering Center (TEC), New Delhi approved Interface Equipment for accessing Speed-Air Services. In case it is necessary to pay License Fee to SIPL for connecting Modem/other Interface equipment etc. to ROUTER, subscriber is required to complete the necessary formalities with the local SIPL office.
- Value Added Telecom service providers shall get necessary permission/licence from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, NEW DELHI-110 001 [Tel: 3716874,- Fax: 3353303]**
- The subscribers of SIPL Internet Services would not be allowed to use its Internet Services for inter-active Voice or Fax messaging.
- The subscriber is required to desist from sending unsolicited messaging via SIPL Internet Services.
- The subscriber is required to fully comply the provisions of the Indian Telegraph Act, 1885, Indian Telegraph Rules made thereunder and Information Technology Act 2000 and any amendments or replacements made thereto from time to time.
- The subscriber shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not created, accessed, transmitted or re-transmitted by him or any other person using his password.
- SIPL may revise the tariff and email domain for its Internet Services from time to time at its own discretion.
- Subscriber assumes total responsibility and risk for use of the SIPL Internet Services. Neither SIPL nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and they shall not be accountable to any person whomsoever for any cost or damage arising either directly or indirectly from any such transaction. It is the responsibility of subscriber to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the Internet generally.
- Subscriber understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people and accessing, downloading, creating, storing or transmission thereof in any form or manner may be illegal/ unlawful. Should subscriber desire or decide to access such materials he/she do so at their own risk. SIPL has no control over and accepts no responsibility whatsoever for such materials.
- The subscriber shall desist from putting unsolicited messaging on server hosted by SIPL. The subscriber shall ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of India, are not made, created, downloaded, modified, transmitted or re-transmitted by him/her or any other person on the web server or web space of the subscriber.
- The Internet service is provided by SIPL on an "AS IS and AVAILABLE" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by SIPL, its affiliates or their respective employees shall create a warranty. Neither SIPL nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
- Under no circumstances shall SIPL, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from subscribers, use of or inability to use the service or to access the Internet or any part thereof, or customers reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
- Payment of bills - The subscriber shall be responsible to make advance payment of SIPL Internet Services. SIPL shall be entitled to disconnect the service in case of non-receipt of advance payment without giving any prior notice to the subscriber.
- Disclaimer:-** While every effort is made by SIPL to provide highest quality services to its subscribers of SIPL Internet Services/Leased line services the subscriber acknowledges that the linking, quality and speed of data transmission of the subscriber with SIPL network is entirely dependent on connectivity and integration with SIPL systems. Accordingly, SIPL shall in no event be responsible to the subscriber in any manner whatsoever for any failure, defect, delay in connectivity or accidental loss of connectivity of the subscriber with SIPL network computer or the deficiency in data transmission between the subscriber and SIPL network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising therefrom.
- Force Majeure - If at any time, during the continuance of SIPL Internet Services Service's, the performance in whole or 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, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD etc., the subscriber shall not have any claim for damages against SIPL in respect of such non-performance or delay in performance of SIPL Internet Services Service's.  
Arbitration of Disputes - That in case of any dispute or differences, breach & violation relating to the terms and conditions the said matter or dispute, difference shall be referred to the sole arbitration of Chairman and Managing Director (CMD) of SIPL or any other person appointed by him. That the award of arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD SIPL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. Subscriber will have No objection in any such appointment that arbitrator so appointed is an employee of the SIPL, same as above, the said Arbitrator shall act as under the Provision of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof or any rules made thereof.
- Acceptable user policy for SIPL users - This acceptable user policy (AUP) specifies the actions permitted by Shivansh Infotech Private Limited (SIPL) to its users of Speed-air Internet Services, including leased line, IPBX and other services which may be introduced in future. SIPL reserve right to modify the policy at any time. All subscribers of Speed-air Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time. **(a)** Illegal use - Speed-air network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, and violates export control laws or anti national. **(b)**Subscriber conduct - Subscriber shall use Speed-air services for lawful purposes only. Subscriber shall not post or transmit using Speed-air services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or which, without the SIPL's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the SIPL's discretion restricts or inhibits any other Subscriber from using or enjoying Speed-air services will not be permitted. Subscriber shall not use Speed-air services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Speed-air services. Subscriber shall not upload, post or otherwise make available using Speed-air services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. **(c)** System and Network Security - Violation of system or network security are prohibited, and may result in criminal and Civil Liability. The SIPL will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following: Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forgery of any identification or obscuring of hostname's, username's, IP addresses, or any message header information in any data. Harassing or threatening transmissions. Probing for means of gaining unauthorized access to computers or networks. Introducing or causing to introduce any computer contaminant or computer viruses into system or network. Introducing or causing to introduce any pornography material, e-mail etc. **(d)** Indemnification- Subscribers agree to defend, indemnify and hold harmless the SIPL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Speed-Air Services by subscriber or anybody else than the Subscriber, if any. **(e)** Email- It is a condition of use of Speed-Air services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A subscriber shall not use another site's mail server to relay mail without the express permission of the site. Posting a message and subscribing without intent to large number of news groups, forums, e-mail, mailing lists or other groups or lists is prohibited. **(f)** Enforcement of AUP for SIPL subscribers - Indirect or attempted violations of the policy and actual or attempted violations by a third party on behalf of a Speed-Air subscriber or a subscriber's end user shall be considered violation of the policy by such customer or end user. Any user found violating the above AUP is liable for action under the prevailing laws including termination of services.  
SIPL shall have the absolute right to immediately terminate, any time, Subscriber contract in the event of any conduct by Subscriber which the SIPL, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of the terms and conditions.
- General terms - **(a)** SIPL's maximum liability under these terms or otherwise, in relation to the services shall be limited to a refund of the amount charged by SIPL (if any) for the transaction which gave rise to dispute. Under no circumstances shall SIPL be liable for any indirect, special, consequential or punitive damages or any damages for loss of data, loss of service, loss of Goodwill or any other similar loss even if SIPL had been advised of the possibility of such losses. The limitation on SIPL liability as set forth here are an integral consideration for SIPL offering the services and shall apply to the maximum extent permissible by law. **(b)** Any increase or addition or introduction of taxes and/or levy of any taxes, duties or any other statutory charges (present/future) shall be charged to your (Customer) account without any notice. **(c)** Please note that these terms are subject to change and SIPL may, from time to time, make suitable changes/ amendments to these terms in accordance with compliance requirements or for any other reason. Such changes/modifications shall be applicable to the services from the date mentioned in the change notification.
- Any other equipment required for services like Wifi, Video & Voice Calling, etc such as Access Points/ Routers/Video Phones/ Voice Phones/etc will have to be purchased by Customer. SIPL will not be liable to provide them.
- The Service/s may be suspended in whole or in part at any time, without notice, if the Network fails or requires modification or maintenance. SIPL will make all reasonable efforts to minimize the frequency and duration of such events.
- The allotment of the Customer ID will be made, and can be changed from time to time, by SIPL and at its sole discretion. Customer shall have no proprietary right or other interest in the ID allotted to the Customer
- SIPL will not be liable to provide the same ID in case of loss of the Equipment/Hardware.
- If the equipment installed by SIPL at customer end gets defected, it will be sole responsibility of the customer to buy new equipment to continue services. SIPL will not be responsible in any circumstances.
- SIPL reserves the right to apply a credit limit and specify other conditions for Charges incurred by the Customer and to demand interim or advance payment or deposits/additional deposits, and to suspend or disconnect access to the Service/s if such limits are exceeded or such conditions are violated.
- SIPL reserves the right to vary the bill cycle for the Charges from time to time.
- SIPL has the right to check the credentials of the Customer including the Customer's financial standing and to avail the services of any person or agency for such purposes. Obligation of SIPL to provide the Service/s (or any of them) shall always be subject to verification of the Customer's credentials and documents and if at any time, any information and/or documents furnished by the Customer is/are found incorrect or incomplete or suspicious, SIPL shall be entitled to suspend/terminate the Service/s forthwith without any notice.
- SIPL reserves the right to initiate appropriate legal proceedings in case of breach of any of these Terms and Conditions by the Customer (including non-payment of Charges and dishonor of payment instruments furnished by the Customer against his/her dues.
- Any waiver, concession or extra time period allowed or granted by SIPL to the customer is limited to the specific circumstance in which it was given and the same shall not affect SIPL under these Terms and Conditions.
- SIPL may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Service/sin whole or in part at any time if so directed by any statutory authority or judicial forum or without assigning any reason whatsoever.
- Shivansh Infotech Private Limited shall be entitled to adjust/set-off deposits/payments made by the Customer against any Charges outstanding towards SIPL. Similarly, SIPL shall be entitled to adjust/set-off any amounts payable/refundable by SIPL to the Customer against any amounts which, in the opinion of SIPL, are payable by the Customer to SIPL Services or on any other associated account whatsoever. Such adjustments/set-offs may be made by way of deductions and/or forfeiture of any deposits/additional deposits/advances and/or any other manner as SIPL may, at its sole and absolute discretion, deem fit.
- The Customer is granted a personal non-transferable license to use the software loaded on the Equipment used/to be used for availing the Service/s. The license shall be royalty free unless otherwise specified by SIPL and shall be revocable at SIPL's sole discretion in case, in the judgment or opinion of SIPL, the Customer attempts to or actually does modify, recompile, disassemble, reverse engineer, erase, decode, temper or otherwise alter the software or in case the Customer commits a breach of any of these Terms and Conditions.
- The Customer shall be entitled to use the software loaded on the Equipment only for the purpose of accessing broadband services provided by SIPL and shall not be entitled to use it for any other purpose (including accessing telecommunication services provided by third parties except as permitted by SIPL.
- SIPL reserves the right to replacement based on internal customer segmentation norms, which would be defined and described to the customer on a case-to-case basis.
- For Prepaid Customers, if the customer do not recharge for continuous 3 Months, his services will be terminated. The Prepaid customer will need to fill a re-activation form & pay necessary fee to SIPL to again get the services activated.
- The courts in Dehradun/Meerut shall have exclusive jurisdiction.

## Valid documents which can be enclosed for Proof of Identity (All identity proof to have photo)

Passport • Driving License • Election Commission ID card • Ration Card with Photo, for the person whose photo is affixed • Certificate of address having photo issued by MP/MLA/Group-A Gazetted officer in letter head • Certificate of address with photo from Govt. recognized educational institutions (for students only) • Certificate of photo identity, issued by Village Panchayat head or its equivalent authority (for rural areas) • Income Tax PAN card • Address card with Photo issued by Deptt. of Posts, Govt. of India • Smart card issued by CSD, Defense/Paramilitary • Photo Identity card (of Central Govt./PSU or State Govt./PSU only) • Caste and Domicile Certificate with photo issued by State Govt. like Assam and other states • 'Aadhaar' the Unique Identification Number issued by Unique Identity Authority of India

## For Proof of Address

• Passport • Driving License • Election Commission ID card • Ration Card with address • Certificate of address having photo issued by MP/MLA/Group-A Gazetted officer in letter head • Certificate of address with photo from Govt. recognized educational institutions (for students only) • Certificate of photo identity, issued by Village Panchayat head or its equivalent authority (for rural areas) • Water Bill (not older than last three months) • Telephone Bill of Fixed line (not older than last 3 months) • Electricity Bill (not older than last 3 months) • Income Tax assessment Order • Registered Sale/lease Agreement • Address card with Photo issued by Deptt. of Posts, Govt. of India • Photo Identity card having address [of Central Govt./PSU or State Govt./PSU only • 'Aadhaar' the Unique Identification Number issued by Unique Identity Authority of India