

BROADBAND TERMS AND CONDITIONS

For the purpose of these TERMS AND CONDITIONS unless otherwise specified in the subject or context the following terms shall be deemed to have the following meanings:

1. Definitions:

HATHWAY - Refers to **Hathway Cable & Datacom Private Limited** having its Registered Office at 'Rahejas', 4th Floor, Corner of Main Avenue & V.P.Road, Santacruz West, Mumbai 400054 which has been granted a License by the Government of India, Ministry of Communication, Department of Telecommunication for providing Internet Service and which has established network system for providing such Internet Service.

- **Associate** - Means a person, whether an individual, firm, company, association of persons or any other entity who represents HATHWAY as HATHWAY Associate in a designated Associate Area and adds value by marketing and maintaining Service(s) to the Customers

- **Associate Area** - Means any portion of an area within the LOCAL AREA, which has been identified and designated as Associate Area within which the Associate has to perform his duties under an agreement with HATHWAY and includes a whole building located within the said Associate Area.

- **Broadband** - TRAI (Telecom Regulatory Authority of India) has defined broadband as "An always on data connection having the capability of minimum download speeds of 256 kbps".

- **Connection** - Refers to all activities associated with providing of Services for accessing internet by the Customer or by his authorized person at Customer Premises, through HATHWAY or its authorized Associate.

- **Installation Charges** - Refers to the one time up-front, non refundable charges payable to HATHWAY for the type of connection requested by Customer as determined by HATHWAY from time to time, which includes service activation charges.

- **CPE** - Means Customer Premises Equipment, including the Modem and/or Router / Others installed by HATHWAY at Customer Premises and required for accessing the Internet.

- **Customer** - Means any person who has agreed to avail under these terms and conditions Services from HATHWAY and to pay all the Installation Charges and Service Charges for the Services provided to Customer and/or their authorized person or persons.

- **Customer Premises** - Means the address and location indicated by the Customer for using the Service(s).

- **Day** - Means 24 hours commencing from 0.00 hrs and ending with 24.00 hrs and includes a part of the day.

- **Download** - Means viewing/copying / receiving any data from the internet down to CPE/PC/ Device with the help of Service(s).

- **GB** - Means Gigabyte

- **MB** - Means Megabyte

- **Installation** - Means installing the Service(s) at the Customer Premises by connecting the PC/

Device/ CPE with the network of HATHWAY and may include installation of the required software for connecting to the Internet.

- **Internet** – is a global information system that:
 - is logically linked together by a globally unique address, based on Internet Protocol (IP) or its subsequent enhancements/upgradations.
 - is able to support communications using the Transmission Control Protocol/ Internet Protocol (TCP/IP) suite or its subsequent enhancements/upgradations, and all other IP Compatible protocols.
- **IP** - Means Internet Protocol
- **IP Address** - Operation of Internet service requires IP address, which is at present 32 bit binary address. This is required for each connection on Internet. Typically it is required for ports of routers and other HATHWAY equipment and also for connections to be provided to end Customer
- **LAN** - Means Local Area Network involving use of two or more computers through a LAN system.
- **Last Mile Linkage** - Means linking the Customer's PC/ Device and/or the CPE with the network equipment of HATHWAY / Associate through cables or any other medium.
- **Local Area** - Means an area between the address of the Customer PREMISES and nearest network equipment of HATHWAY and /or Associate as applicable.
- **Message** – Means anything falling within sub clause / Paragraph 3 of section 3 of Indian Telegraph Act 1885.
- **Month** - Means calendar month commencing from 1st of every month till the end of that month and includes a part of the month.
- **POP** - Means the Point of Presence set up by HATHWAY in the Associate Area situated at the address which would serve as a connectivity point for providing the Service(s) to the Customer .
- **Pre-paid** – Means a method of payment for internet service that allows a customer to prepay for a set amount of internet usage in advance of actual usage. Generally, a customer's prepaid account is debited on a real-time basis so that actual usage cannot exceed the prepaid amount until an additional pre-payment is made. Once the Customer reaches the usage or time limit prescribed, then the connection will get deactivated automatically unless the service is renewed.
- **Post-paid** – Means a method of payment for internet service where a customer pays advance for subscription. Usage will be paid in arrears, subsequent to consuming the services. Service will not be disconnected till the time customer requests for the same in writing or in case the customer defaults in payment of the usage charges.
- **Service Charges** - Refers to charges payable depending upon the type of service requested by Customer.
- **Services or Service** - Means all types of Internet access services, Value Added Services (VAS), and all such associated Services offered or that may be offered by HATHWAY under

its Service Packages currently under the brand Hathway Broadband.

. **Service Packages** - Means any one of the packages or schemes introduced by HATHWAY from time to time and to which the Customer has opted for at the time of signing this agreement.

• **Static IP Address** - is a number (in the form of a dotted quad) that is assigned to a computer by an Internet service provider (ISP) to be its permanent address on the Internet.

• **TCP** - Means Transmission Control Protocol.

• **Usage Bill** - Means the bill indicating the charges payable by the Customer for the Service(s) availed from HATHWAY for each billing period.

• **Year** - Means calendar year comprising of 12 calendar months commencing from 1st January and ending with 31st December and includes part of the year.

2. Service Activation

1. The Customer shall submit an application duly signed along with consent to agree by these terms and conditions to HATHWAY directly or through any of its Associate along with these terms and conditions seeking the Service(s).
2. The address of the Customer Premises where the Customer desires to have the Service(s) installed by HATHWAY shall be the address given in the relevant column in the APPLICATION FORM duly completed and signed by Customer.
3. HATHWAY reserves the right to conduct a technical & economic feasibility study on the basis of which a feasibility report will be prepared to ascertain whether it is feasible and advisable to provide the Services at the said Customer Premises.
4. Upon receipt of the said report recommending to the effect that the Service(s) to the Customer Premises is feasible the Customer's application for the Service(s) will thereafter be processed by HATHWAY.
5. HATHWAY or its Associate after satisfying itself about the correctness of the information stated in the said application by the Customer, will intimate Customer to pay the required charges together with such taxes, duties and levies as may be determined by the authorities.
6. On receipt of Installation Charges and other levies if any as mentioned in the preceding clause from the Customer for Services at the Customer Premises, HATHWAY will initiate the installation procedure.
7. For removal of doubts if any it is hereby clarified that the Connection and Service(s) will be provided by HATHWAY at the Customer Premises indicated by the Customer in the above said application form only upon the Customer unconditionally accepting these terms and conditions. For this purpose the Customer shall sign these terms and conditions as a token of having accepted the same and deliver it to HATHWAY .
8. Customer shall grant to the personnel authorized by HATHWAY , during such time

as per HATHWAY 'S discretion, access to Customer Premises as may be necessary for installation and maintenance of CPE and or the software required for connecting to the Internet. The general and special property in the CPE shall vest exclusively with HATHWAY .

9. HATHWAY shall make reasonable efforts to provide Connection to all applicants. However HATHWAY 'S ability to provide Connection may be affected by factors outside HATHWAY control such as physical distribution, geographic, topographic, meteorological or other telecommunication networks. HATHWAY reserves the right to provide Connection at its sole discretion as per its network design considerations. It is expressly understood that application to this service does not guarantee Connection from HATHWAY . HATHWAY shall however provide the Service(s) of the acceptable grade, consistent with the established and generally accepted standards on a best efforts basis.
10. The Customer shall ensure to understand the configuration of CPE/PC/ Device needed for installing and running the Connection for the Internet package, before its purchase. Neither HATHWAY nor the Associate shall be responsible for installation of software needed for the internet package and the Customer shall ensure that competent persons have satisfactorily done the same. Without prejudice to the foregoing HATHWAY or the Associate will render the required customer advisory service sans recourse.
11. (i) Upon getting the Connection the Customer shall get an E-mail address authorized by HATHWAY . HATHWAY will use this E-mail address for sending the communications to the Customer. In case the customer has provided an alternate email ID then HATHWAY may also send communications to that Email ID , however the primary Email ID for sending communications will be the Email address provided by HATHWAY . The user id and password provided by HATHWAY created by the Customer , for accessing the service shall remain the exclusive property of HATHWAY , and the Customer is permitted to use the same only during the validity period of the Service , and as such the right to use the same ceases at the end of the period. HATHWAY reserves the right to withdraw, amend, modify or delete any user id and/ or password at any time without assigning any reasons therefore.
11. (ii) HATHWAY is not responsible for compatibility problem(s) due to change of hardware/ software at the customer premises.

3. Billing & Payments

- 1) Bills for Service Charges will be sent by E-mail to the email address assigned to the customer as mentioned in point 11.(i) above. The e-mailing of the bill to the Post-paid Customer will be the conclusive Proof of Delivery of such communication and no complaints regarding non-receipt of such communication is tenable in law and on facts. HATHWAY reserves the right to change the method of communication as it deems appropriate. The Post-paid Customer is therefore well advised to check for the Service Charges bill sent to him/her and shall act accordingly. HATHWAY also reserves the right to send other communications by email to the Post-paid Customer at their email ID as allotted by HATHWAY . Communication made by HATHWAY through email shall be conclusive Proof of Delivery of such communication and no complaints regarding

non-receipt of such communication is tenable in law and on facts.

- 2) Post-paid Customer would be liable for payment of the Service Charges according to the terms of the package or scheme opted for by the Customer and as modified by HATHWAY from time to time.
- 3) It would be the responsibility of the Post-paid Customer to make payment of the Service Charges on or before due date as mentioned in bill. HATHWAY shall disconnect the service in case of non-receipt of such payment within the stipulated time as it may think fit without notice to the Post-paid Customer. In case of Prepaid customers firstly the payment has to be made by the customer, then only the service will be activated.
- 4) HATHWAY reserves the right to change the periodicity of billing from time to time and to vary the tariff/charges as well as the facilities available under various Service packages.
- 5) HATHWAY shall determine the charging pattern of the package or scheme opted by the Customer and the Customer shall pay as per the pattern set by HATHWAY .
- 6) Content - Any paid content would be clearly indicated on the site. For time based plans, time spent on the content site would be charged according to the plan. For volume based plans, MB of content data consumed would be charged according to the plan.
- 7) To avoid disconnection of Service(s) the Customer shall pay within the stipulated date payment of Service charges levied by HATHWAY . The customer shall not wait for the receipt of the relevant bill in the case of packages/schemes requiring advance payment of the monthly Service Charges.
- 8) Non receipt of monthly bill cannot be a ground for non-payment of the monthly charges and HATHWAY reserves the right to declare the Customer as a defaulter and will enforce the terms for such default.
- 9) Without prejudice to the foregoing HATHWAY will email to the Post-paid Customer bills as per the billing cycle of the customer.
- 10) Non-payment of bill/other dues whether to HATHWAY or Financial Institution with respect to the Service(s) herein within the stipulated time would entail disconnection.
- 11) Pre-paid customer's account will automatically get disconnected on expiry of the validity period or the pack value whichever is earlier.
- 12) Upon disconnection, to get themselves reconnected the Customer will have to pay reconnection charges, if any as specified by HATHWAY , along with Service Charges during which period the Connection and Service(s) remained disconnected, if and as applicable. HATHWAY will decide if the reconnection charges are to be paid immediately on disconnection or to be paid after a stipulated period from the date of disconnection.
- 13) HATHWAY reserves the right to levy "Late payment fees" as determined by it from time to time, in case the Customer does not pay the bill within the stipulated time for payment.
- 14) If the Customer does not apply for reconnection within a stipulated period from the date of disconnection, HATHWAY reserves the right to permanently terminate the

Connection provided to the Customer.

- 15) HATHWAY shall reconnect the disconnected Connection only subject to payment of all outstanding by the Customer including the Late payment fees & the Reconnection charges, if and as applicable.
- 16) HATHWAY reserves the right to charge an interest free security deposit from customer either Post-paid or prepaid. The deposit shall be refunded to the customer at the time of Service termination after adjusting all outstanding payable by the customer.
- 17) HATHWAY reserves the right to charge an interest at a rate determined by it from time to time and calculated on the monthly balance method. The interest will be charged on amounts outstanding and due to HATHWAY apart from any other charges.
- 18) Mode of payment by Customer would be through ICICI Payment Gateway by credit Card (only valid Visa or Master Card) on Hathway site.
- 19) The payment can even be made by cheque in favour of Hathway Cable & Datacom Private Limited or by paying cash at our authorized collection centres.
- 20) Should the Customer's cheque get dishonored more than 3 times in a year, the facility of payment by cheque will be withdrawn. However notwithstanding the above HATHWAY reserves the right to proceed against the Customer legally as it deems fit. The customer will have to pay the requisite cheque returned charges per cheque as applicable.
- 21) Customer would have the option of direct remittance of Service Charges to HATHWAY account.
- 22) Service tax/other statutory levies as applicable would be payable by the Customer.
- 23) Should any Customer contend that he has been billed wrongly; the onus would lie on him to prove the same with documentary evidence. In case of Post paid customer, the Customer shall pay up the amount outstanding against the bill and raise a claim separately to prove his contention. After necessary examination and scrutiny, both for prepaid and Post-paid, if the customer is proved right, HATHWAY shall refund the excess money collected by it from the Post-paid Customer by giving a credit to his account in the succeeding bill and in the case of prepaid Customer, credit the account to that extent without changing the validity of the account.
- 24) HATHWAY shall have the right to check, investigate and verify the credentials of the Customer and prospective Customer including their financial standing before and after extending Services and to employ or avail the services of any person or agency for such purposes; HATHWAY shall have the right to disconnect Services permanently should the Customer be a defaulter in payment without any refund from HATHWAY .
- 25) HATHWAY may be required to disclose any information or particulars about the Customer to any authority, statutory or otherwise, including but not limited to any debt collecting agency, credit reference agency, security agency, financial institution or bank and HATHWAY reserves the right to comply with, at its discretion.

4. Ownership of Equipment

1. The title to all CPEs and the wiring supplied by HATHWAY , shall always remain with

HATHWAY . The Customer shall not claim any lien, charge or any form of encumbrance over such equipment at any time .The Customer is entitled only to Services.

2. No equipment installed by HATHWAY shall be removed from Customer Premise without the prior written consent of HATHWAY . It is expressly agreed that the general and special property to the equipment shall vest exclusively with HATHWAY
3. HATHWAY shall remove the CPE from customer's premises, in case of termination of services either by HATHWAY or on request from customer.

5. Performance and Up gradation of SERVICE.

- 1) HATHWAY would try to upgrade Network capacity so as to provide desired speed of connections to the Customer. However the Customer understands that he may not be able to operate at the desired speed at all times.
- 2) All Internet Nodes of HATHWAY may be interconnected with high-speed links provided by other agencies, that are responsible to maintain these links as reliable as possible. However, they do not own any responsibility in case of interruptions in the network beyond their reasonable control. HATHWAY does not take any responsibility whatsoever for any interruption caused by the quality of these links and no claim for damages or any other liability whatsoever will be entertained by HATHWAY either from the Associate or from the Customer or anyone else in this regard.
- 3) In order to provide speed of connection of Service(s) or otherwise, HATHWAY reserves the right to upgrade the Service(s) without prior intimation either to the Associate or the Customer.
- 4) Services may be suspended in whole or in part at any time without notice if the network requires urgent modification or maintenance. HATHWAY shall make all reasonable efforts to minimize the frequency and duration of such events.
- 5) HATHWAY reserves the right to conduct a survey to seek feedback of the customer on the Service(s) provided by HATHWAY .

6. Service discontinuation & Refund

1. The Customer can discontinue Service(s) by providing a written notice to HATHWAY. HATHWAY would stop providing Service(s) to the Customer within one month from the date of receipt of written notice from customer. How ever if the customer makes any usage within this period, he shall be liable to make payment for the same. HATHWAY shall always have the right to withdraw the CPE and the Cables which right shall be exercised on discontinuance of Services.
2. No refund would be given to pre-paid customer other than refundable deposit.
3. Refund shall be given to customer after adjusting all their outstanding balance.
4. Post-paid subscriber would be given refund for refundable deposit and any other credit lying in their account.

5. Refund would be given to customer only after customer has surrendered the CPE to HATHWAY.

7. Shifting of Connection Location

- 1) It is expressly understood by the Customer that the Connection provided by HATHWAY is location specific. Connection will be provided at the location indicated by the Customer against the 'Connection/Installation Address' in the application form.
- 2) Shifting of the location of Connection and Service(s) from the Customer Premises by HATHWAY to another location in any other premises will be done by HATHWAY , subject to technical and economic feasibility and subject to Customer applying for the same in the prescribed form and paying in advance the charges for relocating the connection at the new address.
- 3) HATHWAY does not guarantee and/or will not undertake transfer if the said feasibility report indicates that the transfer is not viable technically or otherwise. HATHWAY or Associate 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 are non feasible.

8. Prohibitory Clauses

- 1) The Connection is given by HATHWAY only for providing Service(s) to the Customer alone. The Customer shall not reassign the service to any other third party. Service(s) is not for resale.
- 2) The circuit will be extended on point-to-point basis and no network will be connected. For any network connection the required approval of Department of Telecommunication or the applicable Basic Service Providers shall be taken in advance by the Customer. The Customer shall not use any hardware and or software that are unlawful or not permitted by the appropriate authorities. The Customer shall make available on demand to HATHWAY , full and complete access to the equipment connected to HATHWAY 's Service(s) for technical scrutiny and detailed inspection. The Customer shall not use any encryption equipment that is beyond the level permitted by the appropriate authority without the prior written permission from the appropriate authority. In all such events the Customer shall ensure to deposit one set of keys with the appropriate authority and submit one copy of the written approval/permission issued by the appropriate authority to HATHWAY before installing any such equipment.
- 3) The Customer shall ensure to use Service(s) as per the prevailing laws of the country. The Customer shall ensure that the network is not used for any illegal and or antinational activity. The Service shall not be used in any manner that may endanger or make vulnerable any network infrastructure. Violation of any of these terms and or any acts such as break-ins or attempted break-ins of Indian networks will be regarded as anti-national acts and shall attract penal action by the concerned authorities, including but not limited to disconnection by HATHWAY .
- 4) The Customer shall not send unsolicited messages and shall not send messages (spamming) to HATHWAY or anyone else in a language that is prohibitive, defamatory, vulgar, vituperative, or otherwise via Services. Should the Customer violate this condition, HATHWAY reserves the right to disconnect Service(s) and the Connection

permanently without prejudice to any other action under the laws of the country.

- 5) The Customer is required to ensure that objectionable or obscene or pornographic messages or communications, which are inconsistent with the established laws of the country, are not made by him or by any other person using his facility. Should the Customer violate this condition, HATHWAY reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country.
- 6) The Customer shall not resort to hacking or destroying the Internet sites including the websites of HATHWAY . The Customer is required to desist from putting unsolicited messages on server hosted at HATHWAY 's premises. Should the Customer violate this condition, HATHWAY reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country. The Customer shall not object to any steps taken by HATHWAY to prevent sending or receiving spam mails through the service. The Customer shall ensure that objectionable or obscene messages or communications inconsistent with the established laws of India are not made, created, downloaded, modified, transmitted or retransmitted by the Customer or any other person using the Customer's ID and password.
- 7) The Customer is prohibited from transferring the rights and facilities to any other person. The Customer is not permitted to commercially exploit Service(s) without the prior written permission of HATHWAY and upon compliance of such terms and conditions as may be determined by HATHWAY . The Customer is given only a limited use of Services.
- 8) The Customer is required to fully comply the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules made thereunder and any amendments or replacements made thereto from time to time and all other relevant laws and enactments prevailing in the country.
- 9) The Customer who is desirous of obtaining interconnection with HATHWAY who wants to use this interconnection for the provisioning of Internet services to its customers shall ensure to have a valid ISP license from the appropriate authority and will also need to have the express written permission of HATHWAY .
- 10) The Customer shall not connect any device to the Service(s) without the express written permission of HATHWAY . The Customer is not authorized to change the setup without prior written approval from HATHWAY .
- 11) The network setup connection to the Service at the Customer premises will be as per HATHWAY 'S approval only. Any change or alteration of the same by the Customer or any person acting on their behalf without express consent of HATHWAY is expressly prohibited.
- 12) HATHWAY reserves the right to disconnect Service(s) and the Connection permanently, without notice, without prejudice to any other action under the laws of the country, should the Customer violate any of the conditions contained herein.
- 13) HATHWAY reserves the right to control/monitor the functionality of the Device provided to the Customer , from its end, during the Service period.

9. Liabilities and Responsibilities of Customer

- 1) If the Customer has no right or has a restrictive right to use the areas abutting the Customer Premises and public road, it is the duty and responsibility of the Customer to obtain necessary permission in writing from concerned authorities like landlord, society, etc. permitting HATHWAY to lay cables to Customer Premises through the areas abutting the Customer Premise.
- 2) The Customer is required to use the necessary equipment that includes Telecom Engineering Centre (TEC), New Delhi approved Interface Equipment for accessing the Service(s) . In case where it is necessary to pay charges to the appropriate authority for connecting the equipment, the Customer shall complete the necessary formalities with local offices of the aforesaid authorities.
- 3) The Customer assumes total responsibility and risk for use of the Service(s) which 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, non-infringement or implied warranties of merchantability of fitness for a particular purpose. Neither HATHWAY nor its Associate make any such or such other express or implied warranties, with regard to any merchandise, information or service provided through the Internet and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely the Customer's responsibility 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.
- 4) Neither HATHWAY nor the Associate 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.
- 5) The Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer's access to such materials will be at his own risk. HATHWAY or the Associate has no control over the same and accepts no responsibility whatsoever for such materials.
- 6) Under no circumstances shall HATHWAY , its Associates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use the service or access the Internet or any part thereof, or Customers' reliance on or use of information, service 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.
- 7) In case the customer chooses to install and use any equipment or software or wireless facility not provided by HATHWAY for rendering its services, the customer shall ensure that he acquaints himself fully of all types of risks associated with such usage and HATHWAY or its officials or agents shall in no way be responsible for any unwarranted undesired usage of the services of HATHWAY by any third party and the customer assumes complete responsibility of such unwarranted undesired usage. Customer shall not solicit or rely on any advise from officials or representatives of HATHWAY in respect of the security measures and precautions required to be implemented for usage of such equipment or software or wireless facility and

understands that they are not qualified to render any advise in that regard.

- 8) It would be responsibility of the Customer to ensure that the password, where provided, is kept secret and not disclosed to anyone and to change the password immediately after installation. The Customer shall not part with the password with anyone and HATHWAY shall not be held liable for the misuse of the Customer's facility under any circumstances.
- 9) HATHWAY reserves the right to engage Associate to render Customer care service for handling the complaints of Customer. Upon such engagement HATHWAY will intimate the Customer about the same and thereafter the Customer shall deal with the said Associate.

10. Force Majeure

If at anytime, during the continuance of Services, 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 Customer shall not have any claim for damages against HATHWAY in respect of such non-performance or delay in performance of Service(s).

11. Disputes

If any dispute arising out of these terms and conditions require intervention and/or adjudication by Courts then the Courts located within the limits of City of Mumbai will alone have jurisdiction and jurisdiction of other Courts are hereby excluded.

12. Disclaimer

While every effort is made by HATHWAY to provide highest quality of services to the Customer, the Customer acknowledges that the linking, quality and speed of data transmission of the Customer with the network is entirely dependent on various external factors and agencies/appropriate authority over which HATHWAY has no control. Accordingly, HATHWAY shall in no event be responsible to the Customer with HATHWAY 's network computer or the deficiency in data transmission between the Customer and HATHWAY network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from.

13. Limitation of Liability

Notwithstanding anything mentioned in this terms and conditions if HATHWAY is not able to provide the service as determined for any reason whatsoever, the liability of HATHWAY shall be limited to the amount paid by the customer to HATHWAY or Associate for installation of the said services..

14. Intellectual Property Rights

14.1 End User Licenses

Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in

connection with the Service including, without limitation, the HATHWAY Software License Agreement, as these agreements may be amended from time to time. All end user licenses will terminate upon the termination of this Agreement, and, at such time, Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.

14.2 Authorization

Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the HATHWAY Software License Agreement, as these agreements may be amended from time to time. All end user licenses will terminate upon the termination of this Agreement, and, at such time, Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.

HATHWAY does not claim any ownership of any material that Customer shall publish, transmit or distribute using the Service. By using the Service to publish, transmit or distribute material or content, Customer shall (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize HATHWAY , its agents and affiliates to reproduce, publish, distribute, and display the content worldwide and (iii) warrant that Customer have the right to provide this authorization. Customer shall acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and agree to indemnify, defend and hold harmless HATHWAY , its agents and affiliates for any harm resulting from these actions. Any sensitive or confidential information posted, stored, transmitted or disseminated by Customer is done so at his/her sole risk, and neither HATHWAY nor its Associates shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions. Customer shall acknowledge that software programs claiming to be capable of encryption are commercially available. HATHWAY makes no representation or warranty regarding the effectiveness of these programs.

14.3 Copyright in the Service

Title and intellectual property rights to the Service are owned by HATHWAY , its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without express prior written consent from HATHWAY or other owner of such material is prohibited.

14.4 Material Downloaded from the Service

In addition to any content that may be provided by HATHWAY , Customer may access material through the Service that is not owned by HATHWAY . Any such material may be downloaded from the Service only for personal, non-commercial use, and not allowed to redistribute that material over any network (other than a residential home network located in the Premises) or sell or offer for sale that material. Unless other terms and conditions expressly apply to specific content, Customer may make: (a) one machine readable copy, (b) one backup copy, and (c) one print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online

service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms and conditions may apply to use of any content or material made available through the Service that is not owned by HATHWAY . Customer shall read those terms and conditions to learn how they apply to them and the use of any content other than that of HATHWAY .