

# Manual of Practice



## Registered And Corporate Office:

**Regd off:** 'Rahejas', 4<sup>th</sup> Floor, Main Avenue, Santacruz ( W ),  
Mumbai – 400 054

**Corporate Off:** Trade World, 10<sup>th</sup> Floor, kamala Mill Compound,  
Senapati Bapat Marg, Lower Parel ( W ) ,  
Mumbai – 400 013

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## **ABOUT US**

Welcome to the world of High-speed broadband Internet Hathway Broadband Internet, the first Cable ISP in India , is seeking to revolutionize the way people access the web. The high bandwidth advantage of the cable infrastructure of Hathway brings you the true broadband Internet experience through cable. Hathway provides this service through its cable network on a subscriber's PC/ Corporate LAN using a cable modem/router. Hathway's fiber-optic backbone and its state-of-the-art Internet Node and Data Center makes the network capable of reliable Internet service as well as digital TV transmission.

In keeping up to this commitment, we feel it is important for you to know your Internet service provider and our regulator TRAI's ( Telecom Regulatory Authority of India ) guidelines pertaining to it. This booklet will provide you with all the necessary information to help you make the best of your Hathway Broadband connection by getting you acquainted with our help lines, circle addresses, service spread & service commitment

Warm Regards

From Hathway Broadband Team

<b>Address for all circles</b>	
<b>North Zone</b>	
<b>Delhi</b>	AB-17, First Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi – 110029
<b>Faridabad</b>	AB-17, First Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi – 110029
<b>Noida</b>	AB-17, First Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi – 110029
<b>Chandigarh</b>	SCO-16/17, Top Floor, Sector 34-A, Chandigarh – 160022
<b>West Zone</b>	
<b>Mumbai</b>	Asian Advertisers, 2 <sup>nd</sup> Floor, Plot no 102, marol Coop Ind Est, Andheri ( E) Mumbai – 59
<b>Pune</b>	3 <sup>rd</sup> Floor, Sterling Plaza, Above Axis Bank, Junglee Maharaj Road, Pune – 411 004
<b>Nasik</b>	2 <sup>nd</sup> Floor, Shiledar Bhavan, Opp. Fire Brigade Office, Shingadaalav, Nasik – 422 002
<b>Aurangabad</b>	301/302, Akshay Deep Plaza, Town Center, Cidco, Aurangabad – 431 001
<b>Baroda</b>	101/102, Siddharth Complex, RC Dutt Road, Alkapuri, Baroda- 390 007
<b>Surat</b>	9004, World Trade Center, Ring Road, Surat – 395 002
<b>Vapi</b>	17, Jay Tower-1, Silvassa Road, Vapi – 396191
<b>South Zone</b>	
<b>Bangalore</b>	24, Saunders Road, Frazer Town, Bangalore - 560005
<b>Mysore</b>	1056,2nd Floor,M.G.Road,Kavitha Vilas, Chamaraj Mohalla, Mysore-570005
<b>Hyderabad</b>	301, S.V.E. Meera Mansion, Civil Supplies Bhavan Lane, Somajiguda, Hyderabad - 500083
<b>Chennai</b>	677, East Main Road, Anna Nagar West Extn., Chennai – 600 101.
<b>Coimbatore</b>	Old No 86, New No 66, Bharathi Park, Road No. 2, Sai Baba Colony, Coimbatore - 641011
<b>Tirupur</b>	No.17/21, ARP Complex,Ashar Nagar, 2nd Street, Avinashi Road, Tirupur-641603
<b>Trichy</b>	C36, 7th Cross 'East', Thillai Nagar, Trichy - 620018.

## **Modes of registering complaints**

**Call Center** - A phone number where a customer can call any time of the day.  
The customer will register the complaint and customer care will provide Customer with a unique complaint number (docket number).

### [New Call Center Numbers](#)

**Emails** - Customers can e-mail their complaint to respective helpdesk email ids

**SMS** - Customer can SMS us in respective format advertised in Local news paper  
For services pertaining to “No connectivity”, “Slow browsing”, “Email problems”,  
“Shifting of premises”, “Prepaid Plan renewals”, “Postpaid billing issues”, “Service usage”,  
“Disconnection” & any other relevant query customers are always welcome to reach us on the  
below mentioned contact nos.

<b>CONTACT POINTS FOR CUSTOMERS</b>			
<b>NORTH</b>			
<b>City</b>	<b>Tel. No.</b>	<b>E-mail Address</b>	<b>Fax No.</b>
<b>Delhi (Webtime)</b>	011-46085777	<a href="mailto:delhihelpdesk@hathway.net">delhihelpdesk@hathway.net</a>	011-26188547
<b>Delhi (Cable Modem)</b>	011-46085666	<a href="mailto:delhihelpdesk@hathway.net">delhihelpdesk@hathway.net</a>	011-26188547
<b>Faridabad</b>	011-46085777	<a href="mailto:delhihelpdesk@hathway.net">delhihelpdesk@hathway.net</a>	011-26188547
<b>Noida</b>	011-46085777	<a href="mailto:delhihelpdesk@hathway.net">delhihelpdesk@hathway.net</a>	011-26188547
<b>Chandigarh</b>	0172-4643506/ 4643507	<a href="mailto:hathchandigarh@hathway.com">hathchandigarh@hathway.com</a>	011-26188547
<b>WEST</b>			
<b>City</b>	<b>Tel. No.</b>	<b>E-mail Address</b>	<b>Fax No.</b>
<b>Mumbai</b>	Backbay -Npt/Colaba (022)-67134600 Space - Grantroad (022)-67134610 Kamala/ Pedder (022)-67134620 Kandivali/ Malad (022)-67134630 Thane/Chembur (022)-67134640 24 Online (022)-67134650 Co-Operate/ Gold (022)-67134660 Kandivali (East) (022)-67134670 Sales/ New Inquiry (022)-67134545 Prepaid Renewals (022)-67134500	<a href="mailto:helpdesk@hathway.net">helpdesk@hathway.net</a> <a href="#">Call Center Numbers</a>	022-67134737

	Postpaid Billing (022)-67134567		
<b>Pune</b>	Technical Support (020)-30237700 Sales/ New Inquiry (020)-30237777 Prepaid Renewals (020)-30237660 Postpaid Billing (020)-30237800	<a href="mailto:helpdeskpune@hathway.net">helpdeskpune@hathway.net</a> <a href="#">Call Center Numbers</a>	020-30252130
<b>Nasik</b>	(0253)-2520330	<a href="mailto:Co-ordnasik@hathway.net">Co-ordnasik@hathway.net</a>	-
<b>Aurangabad</b>	(0240)-6610777	<a href="mailto:helpdeskaur@hathway.net">helpdeskaur@hathway.net</a>	0240-2484600
<b>Baroda</b>	(0265)-2356468	<a href="mailto:scrbrd@hathway.net">scrbrd@hathway.net</a>	-
<b>Surat</b>	(0261)-6696100	<a href="mailto:subscribesurat@hathway.net">subscribesurat@hathway.net</a>	
<b>Vapi</b>	(0260)-6545602 (0260)-6545604	<a href="mailto:subscribevapi@hathway.net">subscribevapi@hathway.net</a>	
<b>SOUTH</b>			
<b>City</b>	<b>Tel. No.</b>	<b>E-mail Address</b>	<b>Fax No.</b>
<b>Bangalore</b>	080-40161616	<a href="mailto:Bangalorehelpdesk@hathway.net">Bangalorehelpdesk@hathway.net</a>	080-40161620
<b>Mysore</b>	0821-4253344	<a href="mailto:Mysorehelpdesk@hathway.net">Mysorehelpdesk@hathway.net</a>	080-40161620
<b>Hyderabad</b>	040-66989898	<a href="mailto:hydhelpdesk@hathway.net">hydhelpdesk@hathway.net</a>	040-6667285
<b>Tirupur</b>	0421-4540040	<a href="mailto:Trpcorpsupport@hathway.net">Trpcorpsupport@hathway.net</a>	044-42047671

## **TERMS AND CONDITIONS**

### **I. INTERPRETATION**

#### **1.1 In this context unless the context otherwise requires:**

'Company' means Hathway Cable & Datacom Ltd. having its registered office at Rahejas, 4th floor, Comer of Main Avenue & V.P. Road, Santacruz(West), Mumbai 400 054, its successors and assigns, and all other entitles 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

using the Service; 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 These conditions, the Price List and the registration form annexed herewith and completed shall form part and parcel of this Contract between Customer and the Company for the provision of the Service.

## 2. **PROVISION OF THE 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 on 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 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.
- 2.5 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.
- 2.6 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, non-

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.

2.7 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 contras, the right of the Customer to use the Services shall cease.

3. **PROVISION OF HARDWARE FOR THE SERVICE (Applicable only for Modern.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 Modern/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 and wish to terminate the subscription before all the installments have been paid to the Company, Customer will have to pay the balance installment amounts and keep the Cable Modem/Router. In case Customer fails to pay the balance installments within 15 days of termination of subscription, Customer will have to return the Cable Modem/Router to the Company and no money will be refunded to the Cable Modem/Router lieu of the Cable Modem/Router returned. In case of any damage to the Cable Modem/Router, the Customer will have 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 property of the Company. For the rental option the Customer will pay the Company 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 refunded the Security Deposit to the Customer after adjusting dues from the Customer to the Company. 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. The price List mentions the pricing for Cable Modem/Router.

3.3 Company's technicians will install the cable wire upto Customer's office residence (if it is not already present) and connect the cable to Customers Computer wishes to have internet Access.

3.4 Company technicians will also install Cable Modem/Router and configure Customers

Computer to use the Service.

- 3.5 The Cable Modem/Router carries a warranted of 1 year, which is provided by the Original Equipment Manufacturer. Upon expiry of the Warranty period, the Customer is advised to sign-up an annual Maintenance Contra (AMC with the Company. In the absence of an AMC, for any service/repair of the Cable Modem/Router the Customer shall pay the Company the actual service/repair charges including the cost of replacement of part, if any.
- 3.6 Recognising that the Company is merely the supplier of Cable Modem/Router (or any other hardware that 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 I or fitness for a particular purpose. Warranties in respect of all hardware supplied by the Company will be made and issued by the respective manufactures.

#### **4. CHARGES**

- 4.1 Customer acknowledges and agrees that they will pay the Company in advance the initial sing up fee and/or monthly fee and other charges as and when they fall dues as may from time to time be notified to 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 down or interrupted or suspend.
- 4.3 Company reserves the right to revise the charges, Price List, Services 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 Customer on a periodic basis and an invoice will be either posted, Couriered, e-mailed or taxed to the Customer.
- 4.5 Payment is due on the due date mentioned on the invoice. Ail charges must be paid in full without any deduction set-off or withholding. If the Customer does not pay the amount due date, the Company will be charge interest @ 2% per month on the outstanding amount unfit the outstanding amount has been paid in full by the Customer.
- 4.6 It will be Customers responsibility to inquire about Customer outstanding and in case of non-receipt of invoice, Company reserves the right to withdraw suspend /terminate the Service partially or fully in case of non-payment of invoice by the due date.
- 4.7 Company is entitled to retain the security deposit and apply it in full or padal satisfaction of any amount due from Customer to the Company. on terminations of this contract, the security deposit will be refunded to the Customer subject to any adjustment, if any and without any interest on the security deposit.

- 4.8 All the terms and 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.
- 4.9 If the Customer has subscribed to the Cable TV Service, the Customer will be solely responsible for payment of such subscription to Cable Operator, as applicable
- 4.10 Plan change will attract Rs. 250/-

## **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 thereto or have obtained all the requisite licenses and approvals. The Customer shall alone be liable and responsible for all such unauthorised reproduction or distribution, publication, copying, downloading or exploitation of any Third Party Content by the Customer or for infringement of copyright or any other intellectual property other applicable.
- 5.2 For the purpose of the legal provisions or otherwise, Customer further acknowledges, agrees, and authorizes the Company to access, copy, amend or delete any Third Party Content uploaded or otherwise provided by the Customer through the use of Seervice, where any such Third Party Content or content is, or is alleged to be, defamatory, in breach of copyright, illegal or is otherwise not appropriate in Company's sole opinion to be accessed for otherwise provided by or through the use of the Service .
- 5.3 Customer is required that any objectionable or obscene messages or communications or material are not generated sent by the Customer, which are in derogation of the established laws of the country. Customer acknowledges further that the internet contains unedited material, some of which may be obscene, explicit or pornographic material which are in derogation of the Indian Laws, over which the Company has no control whatsoever. The Company accepts no responsibility whatsoever for access of 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. Company reserves the right to disconnect or deactivate the Service at anytime without prior notice including in situations where the equipment or software is interfering with Company's other Services. Customer shall comply with Company's requirements as regards access equipment and/or mode of access to and/or use of the Service.
- 5.5 Company reserves the right to amend any particular program, information or facility, which the Company provides or may provide through the Service. Customer agrees to abide by all applicable laws relating to the use of the Service and any Third Party Content . Customer must abide by generally accepted rules of conduct relating to proper use of Internet resources.

- 5.6 Customer has to pay the Company interest free security deposit as and when specified by the Company. Company also reserves the right to demand from the Customer any advance deposit, 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 origination of international voice calls without any valid ISP license. (Notification 813-712002-LR(Vol.II))
- 5.8 It is mandatory for all customers to provide the complete network diagram of the setup along with the details of connectivity at the premises of all the Internet leased line customers. (Notification no 813-712002-LR(Vol.I1))
- 5.9 Company will carry out periodical inspections at the premises of the customers to check the possible misuse and possible interconnection of the internet leased line to PSTN/ISDN/PLMN (Notification no 813-7/2002-LR(Vol.II))
- 5.10 Spam/Unsolicited mails not allowed, if found services will be terminated with immediate effect. Customer's connection will be temporarily terminated once identified transmitting virus infected mails.
- 5.11 Delivery is not guaranteed based on the destination servers uptime. Calls related to undeliverable mails can only be entertained with return error messages. A single mail can be sent to 20 recipients only with a maximum attachment size of 5MB including the header message.

## **6. SECURITY**

- 6.1 Customer confirm and warrants that all the information supplied the Customer while registering for the Service is true, complete and accurate in all respects.
- 6.2 Company reserves the right to verify the information given by the Customer through its authorized agent or representative or from any other independent source. Company reserves the rights to use this information and data at its discretion. In case of any incorrect information found in the application form given by Customer, at any time, the Company reserves the right to partially or fully withdraw/suspend/terminate the Service forthwith without any notice in that regard.
- 6.3 Customer agree to notify the Company immediately of any changes to the information given by the Customer while registering for the Service, including any changes to Customer's account details by e-mail, 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, Customer would require necessary permission license from Dy. Director General (CS), Department of telecommunications, Sanchar Shaven, 20 Ashoka Road, New Delhi-11 0001 (Tel: 0112332 625512303 2855, Fax: 2332 7656)
- 7.3 Customer is required to fully comply with the provisions of the Indian Laws including Information Technology Act,2000, Telegraph Act, 1855 and, the Rules made there under and any amendments or replacements made thereto from time to time.

## **8. LIABILITY**

- 8.1 Company shall not be a party to any transaction including, without limitation for any transaction relating to good, service and/or Third Party Content, between the Third Party Content provider, etc. and the Customer.
- 8.2 In no event shall the Company or its employees be liable to anyone for any special incidental or consequential damage arising out of or in connection with the use of (or inability to use) the Service, including, without limitation, damage resulting from or for loss whether direct or indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever, non-deliveries, or service interruptions whether attributable to any negligent act or omission of Company or its employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made.
- 8.3 Company will put in best efforts and strive to maintain the maximum possible uptime of the service. However Company will not be responsible for action beyond its control. Customer acknowledge and accepts that in the very nature of the Service to be provided there can be number of factors affecting the provision of the Service and Company's obligation to provide the Service shall be on best endeavor basis.
- 8.4 The Customer acknowledge and accepts that the company shall not be liable for any downtime in the Service due to technical problems in Cable Operators Network or in any equipment.
- 8.5 Any termination of this Contract shall not affect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.
- 8.6 The Company hereby expressly disclaims any liability or obligations arising out of disconnection of the Service, due to non-payment of subscription of Cable T.V. Service.

## **9. INDEMNITY**

Customer will be responsible and liable for and will indemnify the Company in respect of liability for any and all use of Customers account and all actions and costs incurred and for all use of the Service accessed through Customers account or otherwise by virtue of the provision of the Services to the Customer including but not limited to claims for

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

## 10. **VARIATION OF TERMS AND CONDITIONS**

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

## 11. **WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT**

- 11.1 If the Customer commits breach of any one of the terms and or conditions of this 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 sing-up fee. It shall be Company's sole discretion to allow such reinstatement of the in full partially.
- 11.2 Company may suspend the Service during Technical failure modification or receipt or testing of the service network.
- 11.3 Company reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying Customers payment instrument is returned unpaid to the Company for whatever reason by Customers bankers.
- 11.4 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.
- 11.5 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 undemo obligation to make such data or any copies of its available to the Customer in any for whatsoever. Should this Contract terminate for any reason whatsoever Customer data stored on Company's facilities will be explicitly erased without prior notice.
- 11.6 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.
- 11.7 The parties to this contract may terminate this contract without cause and without prejudice to Company's rights as specified in this contract, by serving at least 30 days written notice on the other side.

## 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 war, hostility, Acts of the public enemy, civil commotion, sabotage, fire, flood earthquake riots, bomb-blasts, explosion,

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 Good 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 any reason that is beyond the control of the Company. For this purpose, a matter beyond the control of the Company shall include, but shall not be limited, to the following:

12.2.1. Delay or disruption in the Service attributable directly or indirectly to the Illness of the upstream gateway service provider (which is VSNL right now);

12.2.2. Delay or disruption in the Service attributable directly or indirectly of any Statutory and 1 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, the Service shall be non-transferable by Customer in nature and private transfers effected by Customer shall not absolve Customer of its primary duty towards the Company for the charges levied pertaining to such particular contract I 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**

Save as specified this Contract, any notice or other communication to be given by the Company under this Contract shall be in writing and shall be served by either e-mail, fax, courier or post at Customer haaddress as specified in this Contract or as are notified by the Customer as perause 6.3 above.

### 16. **LAW/ JURISDICTION**

16.1 If any term or condition of this Contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Contract and shall be deemed to be deleted from this Contract. If any provision of this Contract is determined to be invalid the other provisions shall remain in full force and effect

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.

16.6 Plan Change will attract Rs. 2501-

## **Tariffs & Plans**

### **Plans for Residential Segment**

<b>Usage Based Plans</b>	<b>Speed</b>	<b>Subscription Charges (Rs.)</b>	<b>Download Limit</b>	<b>Validity (Months)</b>	
<b>Expressway - 1024</b>	1 Mbps	1100	4GB	4	

<b>Usage Based Plans</b>	<b>Speed (Kbps)</b>	<b>Subscription Charges (Rs.)</b>	<b>Download Limit</b>	<b>Validity (Months)</b>	
<b>New Freeway Flexi</b>	256 Kbps	2000	Unlimited	3	(Postpaid)
<b>Skyway Regular</b>	512 Kbps	1600	Unlimited	1	(Postpaid)

#### **Note :**

- Installation / Registration charges are Rs.500/-.
- Modem various schemes available.
- Taxes as applicable.
- Please contact your nearest Hathway branch offices for area specific plans/schemes & SME / Corporate Services.
- Maximum Contention Ratio for Home users -> 1 : 50
- Maximum Contention Ratio for Corporate Fibre Segment -> 1 : 4

## **Nodal Authority:**

If you are not satisfied with the decision/response of our callcenters, you may contact the “Nodal Authority” during working hours 9.30 am to 6.30 pm, Monday to Friday mentioning in brief the following details : The contact details of nodal officers are mentioned in the following page.

Account No	
Contact Person	
Complaint Nos	
Grievance	

**Note:** Please allow 10 days for our Nodal Officer to provide you a solution

<b>NORTH</b>					
<b>City</b>	<b>Nodal Officer</b>	<b>Office Address</b>	<b>Telephone No.</b>	<b>E-mail address</b>	<b>Fax No.</b>
<b>Delhi</b>	Amit Virmani	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269356	<a href="mailto:ncr.nodal@hathway.net">ncr.nodal@hathway.net</a>	011-26188547
<b>Faridabad</b>	Amit Virmani	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269356	<a href="mailto:ncr.nodal@hathway.net">ncr.nodal@hathway.net</a>	011-26188547
<b>Noida</b>	Amit Virmani	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269356	<a href="mailto:ncr.nodal@hathway.net">ncr.nodal@hathway.net</a>	011-26188547
<b>Chandigarh</b>	Mandeep Singh	SCO-16/17, Top Floor, Sector 34-A, Chandigarh - 160022	+919317729610	<a href="mailto:chd.nodal@hathway.net">chd.nodal@hathway.net</a>	011-26188547
<b>WEST</b>					
<b>City</b>	<b>Nodal Officers</b>	<b>Office Address</b>	<b>Telephone No.</b>	<b>e-mail address</b>	<b>Fax No.</b>
<b>Mumbai</b>	Sheetal Kadam, Mahesh Mishra	Asian Advertisers, 2nd Floor, Plot no 102, Marol Coop Ind Est, Andheri (E) Mumbai – 59	+91 9960951338, +91 9321522646	<a href="mailto:Mumnodal@hathway.net">Mumnodal@hathway.net</a>	022-67134737
<b>Pune</b>	Ajay Pardeshi	3rd Floor, Sterling Plaza, Above Axis Bank, Jungle Maharaj Road,	+91 9730013182	<a href="mailto:Punenodal@hathway.net">Punenodal@hathway.net</a>	020-66013847

		Pune – 411 004			
<b>Nasik</b>	Yogesh Uphade	2nd Floor, Shiledar Bhavan, Opp. Fire Brigade Office, Shingadaalav, Nasik-422 002	+91 9890696215	<a href="mailto:Nsknodal@hathway.net">Nsknodal@hathway.net</a>	
<b>Aurangabad</b>	Nitin Srivastava	301/302, Akshay deep Plaza, Town Center, Cidco, Aurangabad-431 001	+91 8975762185	<a href="mailto:Aurnodal@hathway.net">Aurnodal@hathway.net</a>	0240- 2484600
<b>Surat</b>	Viraj Gandhi	9003, World Trade Center, Ring Road, Surat - 395002	+91 9099977717	<a href="mailto:nodal.surat@hathway.net">nodal.surat@hathway.net</a>	0261- 6696555
<b>Vapi</b>	Jignesh R. Patel	9003, World Trade Center, Ring Road, Surat - 395002	+91 9099977717	<a href="mailto:nodal.surat@hathway.net">nodal.surat@hathway.net</a>	0261- 6696555
<b>Vadodara</b>	Hiral Patil	303, Tilak Complex, Jetalpur Road, Opp. Pizza Inn, Vadodara - 390007	+91 9099977802	<a href="mailto:nodal.vadodara@hathway.net">nodal.vadodara@hathway.net</a>	0261- 6696555

**SOUTH**

City	Nodal Officers	Office Address	Telephone No.	e-mail address	Fax No.
<b>Bangalore</b>	Satish .K	25, Saunders Road, Frazer Town, Bangalore - 560005	+91 9742268359	<a href="mailto:blr.nodal@hathway.net">blr.nodal@hathway.net</a>	080- 40161620
<b>Mysore</b>	Satish .K	25, Saunders Road, Frazer Town, Bangalore - 560005	+91 9742268359	<a href="mailto:mys.nodal@hathway.net">mys.nodal@hathway.net</a>	080- 40161620
<b>Hyderabad</b>	Leslie Pereira	301, S.V.E. Meera Mansion, Civil Supplies Bhavan Lane, Somajiguda, Hyderabad – 500083	+91 9948393020	<a href="mailto:hyd.nodal@hathway.net">hyd.nodal@hathway.net</a>	040- 66989878
<b>Chennai</b>	Karthick T	677, East Main Road, Anna Nagar West Extn., Chennai – 600 101.	+91 9840588881	<a href="mailto:chn.nodal@hathway.net">chn.nodal@hathway.net</a>	044- 42047671
<b>Coimbatore</b>	Karthick T	Old No 86, New No 66, Bharathi Park, Road No. 2, Sai Baba Colony, Coimbatore - 641011	+91 9840588881	<a href="mailto:cbe.nodal@hathway.net">cbe.nodal@hathway.net</a>	044- 42047671
<b>Tirupur</b>	Vittal Yadav	No.17/21, ARP Complex, Ashar Nagar, 2nd Street, Avinashi Road,	+91 9742824724	<a href="mailto:trp.nodal@hathway.net">trp.nodal@hathway.net</a>	Vittal Yadav

		Tirupur-641603			
<b>Tirchy</b>	Karthick T	C36, 7th Cross 'East', Thillai Nagar, Trichy - 620018	+91 9840588881	<a href="mailto:trp.nodal@hathway.net">trp.nodal@hathway.net</a>	044- 42047671

### **Appellate Authority:**

If you are still not satisfied with the decision/response of “Nodal Officer”. You may appeal before the Appellate Authority during working hours 9.30 am to 6.30 pm, Monday to Friday. Appeals only against the decision of the Nodal Officer are maintainable before the Appellate Authority, no other appeal / direct complaint shall be entertained. The appeal shall be made in writing and filed in duplicate. The contact details of respective appellate authorities are mentioned below:-

#### **Procedure for making appeals before the Appellate Authority**

- Appeal must be in the format prescribed in the regulation (in duplicate) - (for format [click here](#))
- Every appeal must be filed within 3 Months from the date of decision of the Nodal Officer.
- All appeals are generally disposed of within 3 Months from the date of filing of appeal.
- Appeals only against the decision of the Nodal Officer are maintainable before the Appellate Authority, no other appeal / direct complaint shall be entertained.
- For detailed procedure on disposal of appeals by Appellate Authority please refer the [TRAI Regulation](#) on Consumer Protection and Redressal for Grievances (3 of 2007)

**Note:** Please allow 15 days for our Appellate Authority to provide you a solution

<b>Appellate Authority Address</b>					
<b>NORTH</b>					
<b>City</b>	<b>Appellate Authority</b>	<b>Office Address</b>	<b>Telephone No.</b>	<b>E-mail address</b>	<b>Fax No.</b>
<b>Delhi</b>	Sandeep Singh	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269354	<a href="mailto:north.appellate@hathway.net">north.appellate@hathway.net</a>	011- 26188547
<b>Faridabad</b>	Sandeep Singh	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269354	<a href="mailto:north.appellate@hathway.net">north.appellate@hathway.net</a>	011- 26188547
<b>Noida</b>	Sandeep Singh	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269354	<a href="mailto:north.appellate@hathway.net">north.appellate@hathway.net</a>	011- 26188547
<b>Chandigarh</b>	Sandeep Singh	AB-8, Second Floor, Safdarjung Enclave, Nr.Kamal Cinema, New Delhi - 110029	+919582269354	<a href="mailto:north.appellate@hathway.net">north.appellate@hathway.net</a>	011- 26188547

<b>WEST</b>					
<b>City</b>	<b>Appellate Officers Authority</b>	<b>Office Address</b>	<b>Telephone No.</b>	<b>e-mail address</b>	<b>Fax No.</b>
<b>Mumbai</b>	Avinash Iyer	Trade World, B-Wing, 10th floor, Kamla mills compound, SB Marg, Lower Parel(W), Mum - 13	+919619600399	<a href="mailto:Mumappellate@hathway.net">Mumappellate@hathway.net</a>	022-24933355
<b>Pune</b>	Avinash Iyer	Trade World, B-Wing, 10th floor, Kamla mills compound, SB Marg, Lower Parel(W), Mum - 13	+919619600399	<a href="mailto:Mumappellate@hathway.net">Mumappellate@hathway.net</a>	022-24933355
<b>Nasik</b>	Avinash Iyer	Trade World, B-Wing, 10th floor, Kamla mills compound, SB Marg, Lower Parel(W), Mum - 13	+919619600399	<a href="mailto:Mumappellate@hathway.net">Mumappellate@hathway.net</a>	022-24933355
<b>Aurangabad</b>	Avinash Iyer	Trade World, B-Wing, 10th floor, Kamla mills compound, SB Marg, Lower Parel(W), Mum - 13	+919619600399	<a href="mailto:Mumappellate@hathway.net">Mumappellate@hathway.net</a>	022-24933355
<b>Baroda</b>	Avinash Iyer	Trade World, B-Wing, 10th floor, Kamla mills compound, SB Marg, Lower Parel(W), Mum - 13	+919892900399	<a href="mailto:Mumappellate@hathway.net">Mumappellate@hathway.net</a>	022-24933355
<b>Surat</b>	Sunil Mali	9003, World Trade Center, Ring Road, Surat - 395002	+91 9099977720	<a href="mailto:appellate.surat@hathway.net">appellate.surat@hathway.net</a>	
<b>Vapi</b>	Sunil Mali	9003, World Trade Center, Ring Road, Surat - 395002	+91 9099977720	<a href="mailto:appellate.surat@hathway.net">appellate.surat@hathway.net</a>	
<b>SOUTH</b>					
<b>City</b>	<b>Appellate Authority</b>	<b>Office Address</b>	<b>Telephone No.</b>	<b>e-mail address</b>	<b>Fax No.</b>
<b>Bangalore</b>	Vittal Yadav	24, Saunders Road, Frazer Town, Bangalore - 560005	+91 9742824724	<a href="mailto:kar.appellate@hathway.net">kar.appellate@hathway.net</a>	080-40161620
<b>Mysore</b>	Vittal Yadav	24, Saunders Road, Frazer Town, Bangalore - 560005	+91 9742824724	<a href="mailto:kar.appellate@hathway.net">kar.appellate@hathway.net</a>	080-40161620
<b>Hyderabad</b>	Vittal Yadav	301, S.V.E. Meera Mansion, Civil Supplies Bhavan Lane, Somajiguda,	+91 9742824724	<a href="mailto:ap.appellate@hathway.net">ap.appellate@hathway.net</a>	040-66989878

		Hyderabad - 500083			
<b>Chennai</b>	Vittal Yadav	677, East Main Road, Anna Nagar West Extn., Chennai – 600 101.	+91 9980924724	<a href="mailto:tn.appellate@hathway.net">tn.appellate@hathway.net</a>	080-40161620
<b>Coimbatore</b>	Vittal Yadav	Old No 86, New No 66, Bharathi Park, Road No. 2, Sai Baba Colony, Coimbatore - 641011	+91 9980924724	<a href="mailto:tn.appellate@hathway.net">tn.appellate@hathway.net</a>	080-40161620
<b>Tirupur</b>	Vittal Yadav	No.17/21, ARP Complex,Ashar Nagar, 2nd Street, Avinashi Road, Tirupur-641603	+91 9742824724	<a href="mailto:tn.appellate@hathway.net">tn.appellate@hathway.net</a>	080-40161620