# **4.3.3** Bandwidth of internet connection in the Institution

Sl. No	Service provider	Account No.	Internet speed
1	SymBios Creation Pvt. Ltd	KOH-SCLX3065	100/50 Mbps LAN Speed/Wifi speed till 1.5 TB
2	SymBios Creation Pvt. Ltd	KOH-SCLX4346	100/50 Mbps LAN Speed/Wifi speed till 1.5 TB

# Account No. KOH-SCLX3065 (December 2020)

			Account Number:		KOH-SCLX3065
Nodel Christian College A.G	Colony Kohima.		Bill Number:		301-610913
lobile / EmailID : 70	005806121 / aariicho	Mamail com	Username:		kohsclx3065
ustomer GSTIN (if any) :	0030001217 ddilliciio	@gillati.com	Bill Date:		05-Dec-2020
osconici ostiiv (ii oligy).			Bill Period:	01-Dec-	2020 to 31-Dec-2020
кон – s с L х 3 0 6	5 K O H S C L X 3 (		Due Date:		20-Dec-2020
117	please call 9774999	736/737/738/739(IVR option	3) or email us at billing@symbio	s,in	
II Summary ssential - 100/50 Mbps LAI nlimited -INR 1209	N Speed/Wi-Fi Speed	till 1.5 TB, 4 Mbps		can and Pay y UPI enable	d App
Cycle Charges		1,209.00	ET 34		
Sub-Total		1,209.00	<b>151835</b>	MT	ب
State GST @ 9%		108.81		<u> </u>	<b>5</b> 0
Central GST @ 9%		108.81	- <b>6742</b> 18	7,000	7 <b>.</b>
Total		1,426.62			80
(+) Prev. Balance / Moreby	ytes	0.00	- 1000	<i>&gt;-</i> 750	
(-) Discounts/Deposit Adj	ust	0.00	- M33-5		
(-) Payments		0.00	194,795	3 <b>3</b> 57	9
Net Bill Amount (Rs.)		1,426.62		754	
Amount Payable after 20-	Dec-20	1,526.62		084	3 °ı
				our UPI address : ns.payu@hdfcban	
	lly provide us a pi imbios.in so we ca	roof of payment along wi an credit your payment.	ith your broadband userid. Y	ou may whatsapp	us @ 8794039534
ccount Number:	KOH-SCLX3065			Bill Date:	05-Dec-2020
ill Number:	301-610913	* K O H ~ S C L X 3 O	65301-610913*	Net Charges:	1,426.62
Kindly send your cheque of	Rs. 1,426.62 in favour	of "SymBios Creations Pvt L	td"	Due Date:	20-Dec-2020
Amount					
Cheque/DD No. & Date					
Bank/Branch				(Signat	ure)
				1.5	

# Account No. KOH-SCLX3065 (January-2021)

Albert Ariicho		Account Number:	KOH-SCLX3065
Model Christian College A.G Colony Kohima.		Bill Number:	301-613079
		Username:	kohsclx3065
Mobile / EmaillD : 7005806121 / aar	iicho@gmail.com	Bill Date:	05-Jan-2021
Customer GSTIN (if any) :		Bill Period:	01-Jan-2021 to 31-Jan-2021
• кон – вс L х 3 0 6 5 кон вс L :	. 3 0 6 5 •	Due Date:	20-Jan-2021
	4999 736/737/738/739(IVR option	n 3) or email us at billing@symbios.in	
ill Summary		Scan	and Pay
Essential - 100/50 Mbps LAN Speed/Wi-Fi Sp Jnlimited -INR 1209	eed till 1.5 TB, 4 Mbps		PI enabled App
Cycle Charges	1,209.00	TEL SHATE	اكاديك
Sub-Total	1,209.00		
State GST @ 9%	108.81	E TRANS	960
Central GST @ 9%	108.81	<b>974535</b> 0	
Total	1,426.62		
(+) Prev. Balance / Morebytes	0.00	- (237-77)	<b>3507</b> 0
(-) Discounts/Deposit Adjust	0.00	<b>2007</b> 1 5 3 4 5 4 5	
(-) Payments	0.00	192,363	
Net Bill Amount (Rs.)	1,426.62		المانات
Amount Payable after 20-Jan-21	1,526.62		847 i
	1000.000		
		Pay directly to our U	
TIN: 13AAICS4085L2Z0 / Internet & Internet	ernet Telephony Services	symbioscreations.pay	ju@hdfcbank
For UPI payments, kindly provide us or mail it to billing@symbios.in so w Please detach this slip and return with page	e can credit your payment.		y whatsapp us @ 879403953
Account Number: KOH-SCLX3065		Bill C	Date: 05-Jan-202
Bill Number: 301-613079	* K O H - S C L X 3		Charges: 1,426.62
Kindly send your cheque of Rs. 1,426.62 in fa	evour of "SymBios Creations Pvt	Ltd" Due	Date: 20-Jan-2021
Amount			
Cheque/DD No. & Date			
Bank/Branch			(Signature)

# Account No. KOH-SCLX3065 (February-2021)

Albert Ariicho			Account Numb	er:	KOH-SCLX3
Model Christian College A.G Colo	ny Kohima.		Bill Number:		301-61
Mobile / EmailID : 70058	06121 / aariicho@g	amail.com	Username:		kohsclx3
Sustomer GSTIN (if any) :			Bill Date:		05-Feb-
			Bill Period:	01-Fe	b-2021 to 28-Feb-
* K O H - S C L X 3 O 6 5 K	он s c L x 3 0 6	5 •	Due Date:	2	20-Feb-2
	For bill queries p	olease call +91 97739 719	772(IVR option 3) or email us at	billing@symbios.in	
<b>ill Summary</b> Premium – 100/50 Mbps LAN/Wi INR 879	-Fi Speed till 750 GB	3, 4 Mbps Unlimited	Scan and Pay using	any UPI enable	ed App
Cycle Charges		879.00	回級	mesti	╗
Sub-Total		879.00			
State GST @ 9%		79.11	<b>(8)</b>	CT_###_200	
Central GST @ 9%		79.11	4.0		4
Total		1037.22	- (E37-)	//-3500	Υ.
(+) Prev. Balance / Morebytes		0.00	<b>1985</b> 5		
(-) Discounts/Deposit Adjust		3.38	175-178	<b>W</b> 5-P4	<b>X</b>
(-) Payments		0.00			Ψ.
Net Bill Amount (Rs.)		1,033.84	On Day diese		
Amount Payable after 20-Feb-2	21	1,133.84		tly to our UPI addres ations.payu@hdfcba	
GSTIN : 13AAICS4085L2Z0 / I					
mail it to billing@symbio	s.in so we can co	redit your payment.	vith your broadband userion		
Account Number: KOH	-SCLX3065			Bill Date:	05-Feb
Bill Number: 301-	615321	* K O H - S C L X	3 0 6 5 3 0 1 - 6 1 5 3 2 1	Net Charges:	10:
Kindly send your cheque of Rs.	1033.84 in favour of	"SymBios Creations Pv	t Ltd"	Due Date:	20-Feb-
Amount				3	
Cheque/DD No. & Date				(Signa	ature)
Cheque/DD No. & Date Bank/Branch			- 4		

## Account No. KOH-SCLX4346 (December-2020)

Albert Ariicho		Account Number:	KOH-SCLX4	4346
Model Christain College Lower AG Colony Ko	ohima	Bill Number:	301-61	11816
		Username:	kohsclx4	4346
	riicho@gmail.com	Bill Date:	05-Dec-2	2020
Customer GSTIN (if any):		Bill Period:	01-Dec-2020 to 31-Dec-2	2020
	X 4 3 4 6 *	Due Date:	20-Dec-20	020
TOTAL TECHNICAL CONTRACT OF THE CONTRACT OF TH	74999 736/737/738/739(IVR option	ı 3) or email us at billinq@symbios.in		
Bill Summary		Coon	and Pay	
Essential - 100/50 Mbps LAN Speed/Wi-Fi S Unlimited -INR 1209	peed till 1.5 TB, 4 Mbps		Pl enabled App	
			10.0 mar. 100.0 mar. 1	
Cycle Charges	1,209.00	FET 3-477	التاديث	
Sub-Total	1,209.00	<u> </u>		
State GST @ 9%	108.81	E TRANS	360	
Central GST @ 9%	108.81			
Total	1,426.62	4,7		
(+) Prev. Balance / Morebytes	0.00	760275		
(-) Discounts/Deposit Adjust	0.00			
(-) Payments	0.00	192366		
Net Bill Amount (Rs.)	1,426.62			
Amount Payable after 20-Dec-20	1,526.62		W-7F 1	
		Pay directly to our U	IIDI addross	
		symbioscreations.pa		
STIN: 13AAICS4085L2Z0 / Internet & Int	ternet Telephony Services			
For UPI payments, kindly provide us or mail it to billing@symbios.in so w		ith your broadband userid. You ma	ay whatsapp us @ 879403	953
or man ic co ommiqe squiolosin so i	ne con create quar paquiene.			
Please detach this slip and return with pa	ument — — — —			_
Account Number: KOH-SCLX4346			Date: 05-Dec-	
Bill Number: 301-611816	* K O H - S C L X 4		10-20-00 A 10-20-00 E-20-00 E-	26.62
Kindly send your cheque of Rs. 1,426.62 in f	favour of "SymBios Creations Pvt	Ltd" Due	Date: 20-Dec-2	2020
Amount				
7.003(100.00)				
Cheque/DD No. & Date				
Cheque/DD No. & Date Bank/Branch			(Signature)	

# Account No. KOH-SCLX4346 (January-2021)

Albert Ariicho		Account Number:		KOH-SCLX4346
Model Christain College Lower AG Col	ony Kohima	Bill Number:		301-613952
		Username:		kohsclx4346
	1 / aariicho@gmail.com	Bill Date:		05-Jan-2021
Customer GSTIN (if any) :		Bill Period:	01-Jar	n-2021 to 31-Jan-2021
* K O H - S C L X 4 3 4 6 K O H	S C L X 4 3 4 6 *	Due Date:		20-Jan-2021
For bill queries please c	all 9774999 736/737/738/739(IVR option	3) or email us at billing@symbios.	in	
<b>Bill Summary</b> Essential - 100/50 Mbps LAN Speed/V Unlimited -INR 1209	Wi-Fi Speed till 1.5 TB, 4 Mbps		an and Pay UPI enable	d App
Cycle Charges	1,209.00			
Sub-Total	1,209.00	画频		
State GST @ 9%	108.81		4.90 T.	et e
Central GST @ 9%	108.81	Modify's	<b>₹</b> ₩₩	XC".
Total	1,426.62	1000	<i>~</i> *	
(+) Prev. Balance / Morebytes	0.00	76047	54 <b>5</b> 47	800
(-) Discounts/Deposit Adjust	0.00	<b>263</b> 7-43	_7/73	7.7
(-) Payments	0.00	192563	1621	O 10
Net Bill Amount (Rs.)	1,426.62		7-634	<u>. 60</u>
Amount Payable after 20-Jan-21	1,526.62		185	3.,
Alliount Pagable after 20-Jan-21	1,320.02			
		Pay directly to o		
STIN: 13AAICS4085L2Z0 / Interne	t & Internet Telephony Services	symbioscreations	s.payu@hdfcban	ık
	de us a proof of payment along wi	ith your broadband userid. Yo	u may whatsapp	us @ 87940395
or mail it to billing@symbios.i	n so we can credit your payment.			
Please detach this slip and return w	rith payment — — — —			
Account Number: KOH-SCL	X4346		Bill Date:	05-Jan-20
Bill Number: 301-6139	*********	46301-613952	Net Charges:	1,426.6
Kindly send your cheque of Rs. 1,426.	62 in favour of "SymBios Creations Pvt L	td"	Due Date:	20-Jan-202
Amount			1	
Amount Cheque/DD No. & Date				

# Account No. KOH-SCLX4346 (February-2021)

Model Christain College Lower AG Colony Kohima  Mobile / EmailID: 7005806121 / aariicho@gmail.com Customer GSTIN (if any):  For bill queries please call +:  Bill Summary Premium - 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un-INR 879  Cycle Charges 879.00  Sub-Total 879.00	Bill Number: Username: Bill Date: Bill Period: Due Date:  11 97739 71972(IVR option 3) or email us at billin limited  Scan and Pay using an	
For bill queries please call +  Bill Summary  Premium - 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un -INR 879  Cycle Charges 879.00	Bill Date: Bill Period:  Due Date:  91 97739 71972(IVR option 3) or email us at billing	05-Feb-2 01-Feb-2021 to 28-Feb-2 <b>20-Feb-2</b> 0 na@sumbios.in
For bill queries please call +  Bill Summary  Premium - 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un -INR 879  Cycle Charges 879.00	Bill Period:  Due Date:  11 97739 71972(IVR option 3) or email us at billing	01-Feb-2021 to 28-Feb-20 20-Feb-20 na@sumbios.in
For bill queries please call ++  Bill Summary  Premium - 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un -INR 879  Cycle Charges 879.00	Due Date: 01 97739 71972(IVR option 3) or email us at billin	20-Feb-20 na@sumbios.in
Bill Summary  Premium - 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un -INR 879  Cycle Charges 879.00	01 97739 71972(IVR option 3) or email us at billin	na@sumbios.in
Bill Summary  Premium - 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un -INR 879  Cycle Charges 879.00	Soon and Pay using an	
Premium – 100/50 Mbps LAN/Wi-Fi Speed till 750 GB, 4 Mbps Un -INR 879  Cycle Charges 879.00	Scan and Pay using an	y UPI enabled App
Sub-Total 879.00	一 一 日本 日本教育の	646 E
		规模
State GST @ 9% 79.11	Mod tines	UM-2001.
Central GST @ 9% 79.11	4 7 2 2	
Total 1037.22	(239-77	-3:00
(+) Prev. Balance / Morebytes 0.00	(0.000)	
(-) Discounts/Deposit Adjust 3.38	120-120-2	
(-) Payments 0.00		
Net Bill Amount (Rs.) 1,033.84		
Amount Payable after 20-Feb-21 1,133.84		o our UPI address : ns.payu@hdfcbank
		The state of the s
GSTIN: 13AAICS4085L2ZO / Internet & Internet Telephony or UPI payments, kindly provide us a proof of payments.	nt along with your broadband userid. You	u may whatsapp us @ 87940395
mail it to billing@symbios.in so we can credit your ease note SymBios Customer Care Team is now reach		the same in your phone contacts
Please detach this slip and return with payment — —		
Account Number: KOH-SCLX4346		Bill Date: 05-Feb-
Bill Number: 301-616207	- S C L X 4 3 4 6 3 0 1 - 6 1 6 2 0 7 *	Net Charges: 103
Kindly send your cheque of Rs. 1033.84 in favour of "SymBios C		Due Date: 20–Feb–2
Amount		
Cheque/DD No. & Date		
Bank/Branch		(Signature)
	20	11 To 10 S 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1



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SymBios Broadband Services

## ACCEPTABLE USAGE POLICY AGREEMENT

This is to certify that MODEL CHRISTIAN SCHOOL, with its institute located at AG Colony, Kolgma, Nagaland is a valuable customer of SYMBIOS CREATIONS PRIVATE LIMITED, having its registered office at 001 IT Complex, Nagalan Point, Dimapur, Nagaland and, its branch Office at and at 1<sup>rd</sup> & 2<sup>rd</sup> Floor, Old Ministers Hill Junction, Kohima-797001.

Registration Details of MODEL CHRISTIAN SCHOOL with SYMBIOS CREATIONS PRIVATE

LIMITED as listed below;

USER ID Connection Date

Active Plan Monthly Rental : KOHSCLX 3064 : 01.03.2017 : Premium – 1.5 TB : INR 879 + 18% GST

USER ID : KOHSCLX 3065
Connection Date : 01.03.2017
Active Plan : Premium – 1.5 TB

Monthly Rental : INR 879 + 18% GST

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Kohima
SymBios Creations Private Ltd.

STATEMENT PROTESTING

The terms & conditions mentioned herein shall form Customer Enrollment Form (CEF) overleaf signed by Customer and shall on him/her.

## DEFINITIONS

"SymBios Creations Private Limited" or "SymBios" means a company incorporated under the provisions of Companies Act, 1956, having its registered office at 001 IT Complex, Nagarjan Point, Dimapur, Nagaland.

"CEF" or "Customer Enrollment Form" or "Form" means this form that must be filled and executed by any person for becoming a Customer of SymBios and it includes these terms & conditions.

"Customer" shall mean a person (including any entity or association of persons) who has subscribed to the Service after completing the required formalities i.e. making necessary payment etc. and gets activated on Symblos' Network. More execution of the CEF shall neither constitute a person to be a customer/subscriber or consumer of Symblos.

'Customer Equipment' shall mean equipment not provided by SymBios;

'Customer Premises Equipment' or 'CPE' shall mean and include the modern/router, connector cable, all hardware and any other equipment/accessories included with it and supplied (but not sold) by SymBios.

'DoT' refers to Department of Telecommunication

'Enrollment period' shall mean the period commencing upon activation of the Service shall run in concurrence with the License Agreement issued by the DoT under which SymBios is authorized to provide telecom within the Network unless otherwise terminated and shall be subjected to all applicable laws, rules, regulations, notifications, orders, directions of all the Government/courts/Tribunal/TRAl/Indian Talegraph Act 1885 and rules framed there and under shall further be subjected to terms and conditions of this form.

'Installation Address' means the address delineated in the CEF by the Customer for installation for Equipment for receiving service.

'IP Addresses' mean operation if Internet service which requires IP addresses (static or dynamic) for each permanent connection on internet.

'Network' shall mean SymBios' telecommunication network in the concerned telecom circle through which Services are or will be made available to the Customer.

'Other Service Provider' (OSP) means a company providing Application Services like telebanking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation centre etc. by using telecom resources provided by Telecom Service Providers.

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vocamentary golden collection braing (specials) 'Services' shall mean all telecom and allied services provided by SymBios to its Customers which intervalia shall include internet, fixed line telephone, IPTV (internet Protocol Television) and value added services (VAS)and/or any supplementary/additional services made available to the Customer.

'Tariff' shall mean all the rates, fees, charges, levies etc, and related conditions at which telecommunication service may be provided including but not limited to activation or installation fees, usages charges, deposits, advance, service charges including service tax and any other statutory outgoings under the tariff schedule as notified by SymBios for providing services and the tariff shall have the same meaning as contained in Tariff Telecommunication Order issued by the TRAL.

"TRAI" refers to Telecom Regulatory Authority of India.

#### 1. RESERVATIONS

1.1 SymBios reserves the right to seek and/or verify the particulars including financial information provided by the Customer either by itself or from independent sources.

1.2 To reject any CEF in case the particulars provides therein are incomplete, incorrect or for any other legally just and valid reasons and without any liability whatsoever. The information provided by the customer/gathered by the Sym8ios shall become Sym8ios property even if the application is rejected and Sym8ios is not liable to return the same.

### 2. DISCLAIMERS AND LIABILITY LIMITATION.

2.1 SymBios makes no express or implied warranties, guarantees, representations or undertaking whatsoever regarding the service/equipment etc unless expressly mentioned in this form.

2.2 SymBios shall not be liable to the Customer and /or any person, firm body corporate claiming through under or in trust for the customer and the customer hereby waives and agrees to continue to waive all claims/actions of any delay, losses including but not limited to loss to business, profit, revenue of goodwill demands, fees, costs, expenses, order judgment etc, direct incidental or consequential arising out of any delay, errors, of defects or other failure with respect to the Service and all additional/supplemental Services, equipment or billing, payment or collection to the extent such interruption, delay error of defects is due to reason mentioned in clause 4.5 hereof. Further the Customer remains solely responsible for his own negligence, acts or omission.

2.3 SymBios shall not be responsible for any acts of franchises or any other third party with respect to schemes which are not authorized by SymBios or which are purported to have been offered on behalf of SymBios without the explicit and specific sanction in written of SymBios.

2.4 It is clearly understood that installation/shifting of broadband require several vital and time consuming activities, inter-alia, feasibility check of the area, laying down of cables, proper wiring of the area/premises, allocation of tag in the switch, configuration of the STB, other technical requirements etc and therefore SymBios does not guarantee the provision of service or prescribe any fixed time in the provision of the CEF, during which the

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SymBios Creations Private Ltd.

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ADMINISTRATOR

terms and conditions specified by SymBios from time to time.

4.4 SymBios has the right to predatermine or prefix the credit limit for the usage of Service availed by the Customer based on its internal credit rating. In the event of exceeding of the credit limit the Customer shall be liable to make interim payment forthwith for the Service availed including rentals failing which SymBlos reserves the right to totally or partially disconnects/suspend the Service. Failure to disconnect the Service in the events of exceeding the credit limit shall not constitute as a waiver, either of the exceeded amount or the right to subsequently recover the amount from the Customer or any other right of SymBios against the Customer.

4.5 Quality, functionality and/or evallability of the Services may be effected and SymBios without any liability, whatsoever is entitled to refuse, limit, suspend, vary or disconnect the Services, at any time for reasonable cause including, but not limited to the following:-4.5.1 Any violation of applicable rules, regulation, orders, directions, notifications, conditions of License Agreement etc, issued by the Government/Telecom Regulatory Authority of India ("TRAI") etc.

4.5.2 Any discrepancy in the particular(s) provided by the Customer.

4.5.3 If the Customer is in default (including past default) in making payment for the Services or for any other telecom service provided by SymBios.

4.5.4 During technical failure, modification, up-gradation, variation, relocation, repair and /or maintenance of the system/equipments.

4.5.5 To combat potential fraud, sabotage, willful destruction, and national security or for any other force majeure reasons etc.

4.5.6 Transmission limitation caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitation and/or due to nonavailability of suitable technical sites to install/upgrade the network.

4.5.7 Due to acts to God or circumstances beyond the control of SymBios including insurrection or civil disorder, or military operation, national local emergency, industrial disputes of any kind (whether or not involving SymBios employees), fire, lightning, explosion, flood, inclement weather conditions, acts of person or commission of person or bodies for whom SymBios is not responsible or any act, Regulation or policy of the Government of India or State Government or any other statutory Authority,

4.5.8 if service are used in violation of any law rule/regulation; or for a purpose other than declare by the Customer at the time of subscription.

4.5.9 Interconnection failure between SymBios and other Service provider(s).

4.5.10 Non receipt or non-supply of input/feed from/by channel broadcasters to SymBios. 4.5.11 Any bonafide action taken by SymBios to protects its Intellectual Property Right (IPR) or such right of the content providers or any other person whose interest it's bound to protect by virtue of contractual obligation or by law.

4.5.12 Any other reason which is found to be reasonable by SymBios warranting limitation/suspension/disconnection of Services.

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SymBios Creations Private Ltd.

CENTIONS MORREA

ADMINISTRATOR CHRISTIAN COLLEGE HIMA: NAGALANO

# 4.6 NETWORK UPTIME

4.6.1 Sym8ios will try to maintain an uptime of 90% in a month. No discount on rental will be given for uptime falling below 90%. The same will be compensated by giving service credit at the time of permanent disconnection.

4.6.2 90% Uptime in a month = (24 hours \* 365 Days \* 90%) / 12 Months = 657 Hours of

4.6.3 Downtime will be calculated from the time of registering a complaint by the subscriber with SymBios HELPDESK. A reference number will be provided by HELPDESK for each

4.6.4 Downtime due to failure of network/PC at subscriber and will not be calculated as downtime.

## 5. SERVICES & DISCOUNTS

5.1 SymBios is entitled to add/alter/withdraw any additional or supplementary services including the charges for the same at any time, in its sole discretion within the realm of TRAI guideline. Provider of additional/supplementary services shall be on such other/additional terms as specified by SymBios from time to time and such additional terms/conditions shall be deemed to be part and parcel of this Form.

5.2 All discounts or other special banefits schemes pertaining to the Services and/or additional/supplementary Service announced by the SymBios from time to time shall have a time limit as decided by SymBios. SymBios shall further have the right to withdraw/vary/extend any/all such discount and/or benefit at any time and without incurring any Liability whatsoever in this regard whether directly or indirectly or consequentially and the Customer shall not have any claim or right in such eventually.

 Different plans/schemes/top ups, Add-ons, packages of TV channel offered by SymBios shall have correspondingly different composition, prize/charges/fees and terms & conditions all of which are subjected to change by SymBios from time to time but within the overall guidelines of TRAI Tariff Plan / Package.

## 7. BILLING PAYMENT AND SECURITY DEPOSIT

7.1 SymBios shall bill the Customer as per the billing cycle which shall run on a frequency as may be decided by SymBios from time to time. SymBios reserves the right to change the billing sycle as and when deemed necessary. Taxes shall be as per applicable law. 7.2 Bills will be sent to the billing address of Customer as mentioned in CEF. SymBios shall

not be responsible for non-receipt of bill(s) and in such events it shell be incumbent on the Customer to anquire about the dues and settle the same.

7.3 All payments are to be made by the prescribed due date. All non-cash payments are subject to realization. Payment beyond due date shall entitle late fees as prescribe by SymBios from time to time and taxes thereon. The same shall be payable from the due date till actual realization of payment. Any delayed payments by the Customer entitled SymBios to withdraw any applicable discounts or/benefits. This however is without prejudice to the right of SymBios to suspend or disconnect and the service partially or fully due to nonpayment. For restoring the Services the Cathonies hall have to apply for reactivation of the

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SymBios Creations Private Ltd.

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connection after making the due payment and the applicable restoration charges. Outstation cheques shall not be accepted. However, if at the sole discretion of SymBios, out station cheques are accepted, the same shall be subject to a charge as decided by SymBios. 7.4 Customers shall own the liability for the cheques submitted against the subscription. Any such cheques getting dishonored may invite suspension of telecom services availed.

#### 8. CUSTOMER OBLIGATION

8.1 Customer shall not use the Service for any unlawful, immoral or abusive purposes in violation or derogation in any law/rule or regulation or statutory directives or order for the time being in force or against any public policy or for sending/receiving absence, threatening, harassing messages/communications or sending messages or communication that effects national interest or create any damage or risk to SymBios or its Network/equipment/call center and/or other Customer(s). Any violation or misuse by Customer shall under no circumstances be attributed to SymBios and the Customer shall be solely responsible for all such acts or omissions.

8.2 Customer shall intimate SymBios about change inaddress, if any, in written along with such proof, as may be deemed necessary by SymBios.

8.3 Customer shall not use the Service as an OSP (Other Service Provider) or for the purpose of telemarketing directly or indirectly, withoutsubmitting to SymBios the required approvals/registration from relevant authorities.

8.4 Customer shall be responsible to obtain its own IP address and domain name from the competent authorities. In case the IP addresses are taken from SymBios, the same are nonportable and have to be return to SymBios at the termination of services.

8.5 Customers agrees not to use the internet for any of the following activities:

8.5.1 Voice communication to and from a telephone connected to PSTN/PLMN and following E.164 numbering is prohibited in India.

8.5.2 Establishing connection to any Public Switched Network in India and/or establishing gateway between internet and PSN/PLMN/ISDN in India.

8.5.3 Use of dial-up lines with outward dialing facilities from nodes.

8.5.4 Resell or cause to resell or offer to sell this Service.

8.5.5 Interconnectivity with ISPs.

Customers agree to use encryption upto 40bit keylength in the symmetric key algorithms
or its equivalent in other algorithms without obtaining permission from the Licensor.
 However, if encryption equipments higher than this limit are to be deployed. Customer shall
obtain prior written permission of DoT and deposit the decryption key, split into two parts
with DoT.

 SymBios may block internet sites and/or individual Customer as identified and directed by DoT or designated security agencies from time to time.

11. Customer shall maintain a log of all users connected and the service they are using (mail, telnet, http etc.). Customer must also log every outward login or telnet through their computers. These logs, as well as copies of all the packets originating from the Customer Equipment or CPE of the Customer must be a stated by the REAL TIME to Telecom Authority

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Type of logins, where the identity of the logged-in user is not known should not be

- 12. In the events that the Customer installs any Wi-FI network of his own the Customer shall duly inform SymBios and undertakes to:
- 12.1 Use secured WI-Fi network connection to avoid any misuse.
- 12.2 Be solely liable and responsible of any use/misuse of any Wi-Fi installation.
- 12.3 Set up and maintain its own authentication mechanism for the ensuring the security of Internet usage/Wi-Fi Services.
- 12.4 Keep a log of all the events on its Wi-Fi network for a period of a least one year and shall provide the same to the regulatory and/or security agencies as and when demanded.
- 13. Customer undertakes and agrees to take the required measures to ensure that any spam or malicious traffic is not generated from the Customer end. If at any time spam activity, unwanted or malicious is served from Customer link, SymBios reserves the right to lock/suspend or terminate the Link immediately without any notice.
- 14. The procedure for metering of charges and shifting, transfer, closure, safe custody of Services etc, shall be such as may be determined and varied by SymBios from time to time. The shifting of each of the Services availed by Customer is subject to the condition that the area is covered by SymBios and the same is technically feasible.
- 15. Except as provider elsewhere, either party may terminate the Enrollment by giving the other perty not less than 30 days prior return notice in this respect but such a notice shall not absolve the Customer of its liability to make payment of the amounts that may be due outstanding as on date of termination The Customer undertakes to pay for all calls made while he was a Customer even if some of the call are billed to him after be ceases to be Customer but pertains to the period when he was a Customer.
- SymBios connection/services shall normally be non-transferable. The Customer may seek prior permission in writing from SymBios for seeking transfer. In case of such permission being granted, substituted buyer may be allocated a different username or ID after all requisite formalities have be completed and the primary Customer shall be liable and shall fully discharge his duties till the date of such regularized transfer from SymBios. The Security received from original Customer will be adjusted/transferred /returned, less deduction if any as the case may be if SymBios is required to refund or return the security deposit to the Original Customer the transferee in such an event would have to give fresh deposit to SymBios as may be applicable or decided by SymBios.
- 17. All equipment (CPE), provided (but not sold) by SymBios shall always remain the absolute property of SymBios. The Customer shall only have the right to use the equipment or other equipment/accessories during the Enrollment period. The CPE must be kept by Customer in good and working condition.

18. SymBios will test the CPE prior to its installation and the Customer shall certify its functionality at its premises at the time of installation. Thereafter SymBios shall not be responsible for any defect/fault etc. that cannot expressly covered by the manufacturer's warranty of the equipment. Any successful factors carried out by SymBios for

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failure/defects shall be charged from the Customer as per SymBios policy on the subject from time to time. Any damage or defect to CPE arising out of misuse or intentional damage or accidental damage or force Majeure event shall also be charged to the Customer account.

- 19. The Customer hereby agrees and undertakes to return the equipment immediately on temporary suspension of service or disconnection for any reason including the reasons cited in clause4.5. The Customer shall not claim any interest charged or lien on CPE(s) even if any dispute is pending for resolution between the Customer and SymBios.
- 20. The Customer shall be solely responsible in case of any loss in services due to misuse or hacking of any equipment or EPABX at Customer's end and shall also be liable to pay for the usage charges to SymBios, if any without any demur or protest.
- 21. Customer shall neither shift the equipment nor transfer the same in any manner. In case Customer falls to comply with the terms & conditions of relationship SymBios reserves the right to lift/remove the equipment from the Customer premises and terminates the Customer Enrollment without any liability whatsoever on its part.
- 22. Notwithstanding anything mentioned in these terms and conditions, SymBios disclaim all its liabilities, warranties, responsibilities and services level assurance with regards to its Services, in case the Customer installs or uses any Customer equipment or Customer premises equipment, not provided by SymBios for availing the services provided by SymBios. It is further clarified, that SymBios shall not be liable for any claim, loss or damage of whatsoever nature that may arise due to use/installation of such customer equipment or customer premises equipment by the customer.
- 23. SymBios shall have the right to undertake inspections at the specified address or promises of the Customer to check for the bonafide usage of the Services and to ensure that there is no violation of its/any third parties' intellectual Property Rights (IPR). The Customer shall provide cooperation, facilities and access to SymBios for the same. In case on such inspection, it is found that the Customer is indulging in any act or omission which amounts to violation of the terms and conditions contained herein or IPR, SymBios or its employee or agent shall be ontitled to take photograph or videograph of such violation or any other measure necessary for regarding such violation.
- 24. Nothing contained herein shall be deemed to grant the Customer either directly or by implication, any right by license or otherwise in respect of any intellectual Property, interalis in any software concepts know-how, processes, development tools, techniques or any other proprietary material or information that SymBios may provide to the Customer in the course of provision of Service.

25. Only service personal so authorized by SymBios in this regard shall be allowed to inspect and rectify the Equipment incase of any malfunction.

 Proper & effective use of telecom services is the responsibility of the Customer. Customer will be liable to pay the entire amount of bill arising due to usage of service (or VAS) from the Customer's telephone (Attoorts

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### 27. TECHNICAL SUPPORT

- 27.1 Technical support will be rendered only for SymBios broadband connection provided by SymBios. Support will not be provided for problems due to Hardware/Software other than that provided by SymBios.
- 27.2 SymBlos is not responsible for setting up of or troubleshooting of the Customer's Local
  Area Network.
- 27.3 Customers are requested to call our helpdesk promptly in case of loss of connectivity.
- 27.4 Telephonic Support (24 X 7): The first level support will be telephonic support. Subscribers are requested to make available the error number or any other specific problems to help troubleshoot the issue faster.
- 27.5 Onsite Support (9:00 AM 5:00 PM): If the problem/Issue persists after the telephonic support, onsite support will be provided. On-Site Support for calls registered after 6:00 PM will be addressed in the first hour of the next working day.

### 28. CHANGE OF BILL PLANS

- 28.1 SymBios will process the bill plan change request upon receipt of written communication for change of bill plan from the Customer.
- 28.2 Bill Plan change will take effect only from the next billing cycle after approval.

### 29. PERMANENT DISCONNECTION & FULL AND FINAL SETTLEMENT

- 29.1 Permanent disconnection is not allowed during commitment period.
- 29.2 in case a permanent disconnection is requested during commitment period, the rental charges on pro-rata basis will be charged for the belance days in commitment period during Full & Final Settlement
- 29.3 On permanent disconnection, the refund of security deposit will be made through Account Payee Cheque after full & final settlement. The cheque will be delivered within 45 days at the billing address provided by the Customer.

### AMENDING THE FORMS

- 30. SymBios shall have the option to vary, after or amend any term and condition forming part of this Form due to administrative or commercial compulsions or for any other reason considered necessary in the interest of business operations. Customer's continued use of Services or payment to SymBios after SymBios has issued such notice will constitute Customer's consent or approval to all amendments.
- 31. The failure of any party thereto at any time to require performance by the other party of any obligation/provision of this Form shall not affect the right of such party to require performance of that obligation/provision subsequently; nor any waiver by any party of any breach of any provision/obligation of this Forms shall be constructed as waiver of any continuing or succeeding breach of any such provision or waiver of the provision, itself or a waiver of any right(s) here under.

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Christian College Christian College Chima Nagaland 32. If any part of this Form is held invalid, the remaining provision will remain unaffected and enforceable, except to extent that SymBios right/obligations under the Form are materially impaired.

### 33. CONFIDENTIALITY

Privacy of communication is subject to the terms of the License Agreement of SymBios with DoT/MIB and other statutory and regulatory notifications/directives etc and agreements with the content provider etc. The Customer specifically agrees that in order to facilitate SymBios to provide Services. SymBios may be required to disclose any information or particulars pertaining to the Customer to any authority, statutory or otherwise, including but not limited to any debt collection agency, credit reference agency, and security agency and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.

### 34. Communication

By registering as a subscriber of SymBios, customer consents to receive communications via emails, SMS and whats-app messages in your registered email-id and mobile number. The communication may include both transactional and marketing in nature.

FOR, SYMBIOS CREATIONS PRIVATE LIMITED

FOR, MODEL CHRISTIAN SCHOOL

Signature:

NAME:

DESIGNATION: SASHULENLA JAMIR SENIOR MANAGER OPERATIONS

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Kohima SymBios Creations Private Ltd. Signature:

NAME: DESINGANTION:

ADMINISTI DEL CHRISTIA KOHMA: NAC

