

# Kings Broadband Pvt Ltd

Anandha Bhavan, Balaramapuram.P.O. - 695501

## Customer Application Form

Please fill the form in capital letters only

Order Reference Numbers : O

1. Name of Customer	<input type="text"/>	Self Signed PHOTOGRAPH
2. Customer Address	<input type="text"/>	
	<input type="text"/>	
City	<input type="text"/>	
State	<input type="text"/>	
Pincode	<input type="text"/>	

3. Date of Birth  4. Nationality

5. Gender Male  Female

### 6. Document Proof (Attach Photocopies of address proof and Photo ID)

(a) Address Proof: Ration/Driving License/ Passport/Telephone/Voter ID No : .....  
.....Other (Specify) .....

(b) Photo ID : Driving License  Pan Card  Voter ID  Passport

### 7. Contact Details

Residence  Office

Mobile  E-mail

8. a. Installation Amount ..... c. BB Plan Charges .....

9. Total amount (Installation + Broadband Plan) Rs:.....

10. Payment mode  
Cash  Cheque  Online

11. Payment Details :  
a. Cheque / DD No..... Cheque/DD Date..... Name of Bank.....  
b. Online transaction ID ..... Transaction Date .....

<b>Office Use Only</b>	<b>Seal or Name &amp; Address of Business Associate</b>
Estimated Date of Installation: <input type="text"/>	
Signature of Sales Executive: .....	
Name of Sales Executive : .....	
Date : <input type="text"/>	

I understand that this payment is being collected for and on behalf of the Business Associate above. I also understand that the Kings Broadband connection will be provided by the Business Associate and the installation charges are non refundable. I have read and hereby agree to the Terms & Conditions of getting the Kings Broadband connection (mentioned overleaf).

Signature of Customer ..... Date :

1. Kings Broadband Services means the Broadband internet Access Service offered by Kings broadband Pvt Ltd having its registered office at Anandha Bhavan, BP-IV, 209(286), Balaramapuram,P.O., - 695501, Trivandrum.
2. Kings Broadband and Kings are the registered trademarks of Triple Play Broadband Pvt Ltd.
3. Customer means any person who avails the service(s) offered by Kings.
4. "Service in general includes but not limited to Internet Access, E-mail, world wide web Broadband Internet Telephony, Designing Hosting, international Roaming and other Information Services that Kings offers. markets, maintains and supports as of date and all updates and upgrade that Kings may offer to the customer. However service in relation to the customer shall mean and cover only those service, which the customer has specifically availed.
5. The terms and conditions herein, acceptable usage policy and responsible usage policy, published by Kings from time to time shall constitute and will be an integral part of the agreement between Kings and customer with respect to the service. Kings reserves the right to change any or all aspects of this agreement operating rules, usage guidelines, prices governing the service, service plans the pricing structure or product/service policies at any time without prior intimation to the customer. The customer acknowledges that it is his/her sole responsibility to appraise himself/herself of the Terms and conditions and responsible usage policy, as amended from time to time and agrees to abide by the same.
6. Every subscriber registration must be done with complete and correct details such as name, address, telephone number and e-mail address, etc in case of any change the same should be updated by the respective subscriber without fail or delay.
7. The service is being provided subject to all the applicable Indian Laws, rules and regulations.
8. Kings shall provide service to the customer in accordance with the terms and conditions then in force and as amended from time to time, till the expiry of the specified period for which the customer has paid for.
9. The service charge is payable in advance and is non-refundable. All taxes, duties, charges or any other levies of any nature whatsoever, payable for the service shall be payable by the customer in addition to the service charges.
10. Kings will put its best efforts and strive to maintain the maximum possible uptime of the service. However Kings will not be responsible for downtime of service due to reasons beyond its control.
11. The customer also acknowledge and accepts that in the very nature of the services to be provided there can be number of factors affecting the provision of the service by Kings and the obligation of Kings to provide the services shall be on best endeavor basis.
12. Kings shall not be liable to the Customer for any loss, expenses or damage or any kind in connection with the performance of its obligation under this contract or arising from disruption, interruption, suspension or manufacture of the service, for whatsoever reason including force Majeure except when there is deliberate failure or breach on the part of Kings
13. All third party software that may be provided with the EASY Surf CD is included for use at the customer's option. Kings shall not be responsible for any losses or damages which may occur resulting from the use of any third party software. Any support that is needed has to be availed from the respective companies.
14. Kings will be responsible only for carrying data packets and is not responsible for its nature or content. Customer guarantees that the service will be used for genuine purpose only and will not be used for any immoral or unlawful or socially unacceptable purpose.
15. Customer acknowledges, accepts and specifically declare that he is fully aware of the nature and terms of the service and acceptable usage Policy. The customer shall be exclusively responsible for making arrangements for getting the necessary hardware and software at his end. It is explicitly agreed that Kings does not undertake any responsibility with regard to procuring / installing / maintaining the hardware and/ or software at the customers end.
16. The Ethernet Card installed by in Customer's Pc has been done purely on request basis and Kings will not responsible for any failure of the Card. Further Kings will not be responsible for the problems related to Customers PC and the software loaded on it.
17. Customer hereby undertakes to indemnify and hold harmless Kings against liability which may arise for any and all, acts on the part of the customer in availing the service.
18. The customer shall take full and sole responsibility for preserving the secrecy of the password. The customer acknowledge and accept the considering the nature of the service there will be a need to change the password from time to time to avoid misuse and to maintain secrecy Kings shall not be responsible for any wrongful or unauthorized use, under any circumstances.
19. The service to be provided shall be exclusively to the customer. The customer shall not transfer, reassign, sell and / or offer or promote the service to others or affiliates of the customer. Customer shall not do anything that is detrimental to Kings interests.
20. Kings shall have the right to terminate the services without any prior notice to the customer, in the event of breach of these terms and conditions on the part of the customer. Kings and the customer shall also have the right to terminate this Agreement at any time by giving 30 days prior notice in writing to the other and without the need to assign any reason for such termination. In the event of such termination by Kings the customer shall be entitled to the return of the proportionate part of the charges paid for the unutilized period of service. Kings shall not be liable to refund any amount if the termination is by the customer or for breach or failure on the part of the customer.  
Kings shall endeavor to provide the best of its service to the customer through a dedicated customer care service team. The customer shall in all communications to Kings including when interacting with its employees, associates and partner, maintain decorum, decency and shall refrain from using any threatening, unparliamentarily, abusive language, Kings reserve the right to terminate or disconnect such customers with an immediate effect if found using such language.
21. The customer acknowledges that the service is provided as is Kings, its employees agents, suppliers vendors and distributors make no warranty of any kind, either expressed or implied regarding the quality, accuracy, or validity of the data and/or information available on its systems, or residing on or passing through its interconnecting networks, or that the service will be uninterrupted or error free. Kings expressly excludes any implied warranty of merchantability of fitness.
22. Kings and the customer hereby agree that this agreement together with the operational rules, Acceptable Usage Policy and usage guidelines and other terms notified by Kings shall constitute the complete terms and conditions between them and there shall be no addition, modification or deletion to these terms and conditions unless it is to agreed in writing and signed by both Kings and the customer.
23. Telephony on Internet is permitted to a limited extent i.e. (i) form PC to PC within or outside India (ii) PC in India to Telephone outside India (iii) IP based H.323/ SIP Terminals connected directly to SIP nodes to similar Terminals within or outside India. The customers shall strictly comply with the above and the persons involved are liable to be proceeded with and punished.
24. It is illegal to terminate Internet Telephony calls to any public telephone number (PSTN, ISDN, PLMN, etc.) in India irrespective of whether the same originates in India or abroad.
25. The customer agrees that the Broadband services is single PC connection. Kings shall not be responsible for any downgrade of service due to re-distribution by the customer.
26. The customer agrees that Kings shall not be liable for Service downgrades where the last mile connectivity is not proved by Kings. The responsibility of ensuring last mile connectivity shall be on the last mile connectivity network provider like cable TV operator DID etc. and Kings responsibility shall be limited to ensure service till the point of presence of the last mile network operator.
27. Kings entire liability and the customer's exclusive remedy for any failure or reach on the part of Kings shall be the return of the charges paid by the customer relating the unexpired period of the use. Kings disclaims all warranties and conditions express or implied including but not limited to implied warranties or conditions of merchantability fitness for a particular purpose with regard to the service offered and in no event Kings shall be liable for any other damages including special indirect or consequential damages loss of profits business interruption whatsoever arising out of use or inability to use the service.
28. In using the service the customer agrees to comply with all laws, regulations and rule applicable and hereby indemnifies Kings against any claims, loss damage or consequence arising from non-compliance of the customer to any applicable laws, rules, regulations, etc.
29. Kings will not be liable for any act of the Business Associate managing the service at customers end outside the scope of this service. The customer expressly acknowledges that the liability of Kings is limited to the service rendered by Kings and Kings shall not be liable for any acts deeds of the Business Associate.
30. The customer hereby declares that he has read these terms and conditions and the order from completely and that he unconditionally agrees to abide by these terms and conditions, and as is applicable from time to time.
31. The backbone i-e the cables, switches, etc. installed by Kings is the exclusive property of Kings and customer shall not remove / relocate these without prior consent from Kings.
32. The service is exclusively for Home usage and not for commercial usage. Usage for more than 6 hours per day shall be commercial usage. Kings reserve the rights to disconnect the service without prior intimation, if the usage is found to be commercial.
33. User acknowledges that spamming of e-mails is prohibited spamming is the transmission of any form of mail that can be interpreted as junk mail or mail generated via a distribution list which the recipient has not specifically requested. The user can transmit only a fixed number of outgoing mails as part of Kings mail policy and a violation of this will be considered as spamming. Kings reserves the right to block the user's mail id or even terminate the service if this is violated by any user.
34. The speeds mentioned against various service plans are as experienced within the Kings network.
35. For enhanced security, the Kings broadband User ID as chosed by the user at the time of registration, the IP address and the MAC address (unique for each LAN Card) will be tied to each other. This means that a User ID can be used only form that user's PC and IP address allocated to the user. However it is possible for the user to have multiple user ids, with different service plans from the same PC.
36. The customer shall not use the service provided by Kings for any illegal, or unlawful purpose. Customer shall at all times follow all the rules & regulations laid down by the competent authorities from time to time.

Service offered shall be added / delete by Kings at any point of time without prior notice