



**Customer Application Form**

Please fill the form in capital letters only

Order Reference Numbers :

<b>1. Name of Customer</b>	<input type="text"/>	Self Signed PHOTOGRAPH
<b>2. Customer Address</b>	<input type="text"/>	
	<input type="text"/>	
<b>City</b>	<input type="text"/>	
<b>State</b>	<input type="text"/>	
<b>Pin code</b>	<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/Aadhar/Voter ID No :.....  
 .....Other (Specify) .....

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

**7. Contact Details**

Residence       Office

Mobile       E-mail

**8. BB Plan Charges:** .....

**9. Purpose of Connection-** Residential  Business

**10. Paymentmode**

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 Yes 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 Yes Broadband connection (mentioned overleaf).

**Signature of Customer** ..... **Date:**

## Terms & Conditions

1. Yes Broadband Services means the Broadband internet Access Service offered by Yes Broadband Pvt Ltd having its registered office at No: 17/278, Ground Floor, Post office road, Shoranur
2. Customer means any person who avails the service(s) offered by Yes Broadband.
3. "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 Yes Broadband offers, markets, maintains and supports as of date and all updates and upgrade that Yes Broadband 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.
4. The terms and conditions herein, acceptable usage policy and responsible usage policy, published by Yes Broadband from time to time shall constitute and will be an integral part of the agreement between Yes Broadband and customer with respect to the service. Yes Broadband 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 form time to time and agree to abide by the same.
5. 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.
6. The service is being provided subject to all the applicable Indian Laws, rules and regulations.
7. Yes Broadband shall provide service to the customer in accordance with the terms and conditions then in force and as amended form time to time, till the expiry of the specified period for which the customer has paid for.
8. 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.
9. Yes Broadband will put its best efforts and strive to maintain the maximum possible uptime of the service. However Yes Broadband will not be responsible for downtime of service due to reasons beyond its control.
10. 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 Yes Broadband and the obligation of Yes Broadband to provide the services shall be on best endeavor basis.
11. Yes Broadband 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 Yes Broadband
12. All third party software that may be provided with the EASY Surf CD is included for use at the customer's option. Yes Broadband 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.
13. Yes Broadband 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.
14. 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 Yes Broadband does not undertake any responsibility with regard to procuring / installing / maintaining the hardware and / or software at the customer's end.

15. The Ethernet Card installed by in Customer's PC has been done purely on request basis and Yes Broadband will not be responsible for any failure of the Card. Further Yes Broadband will not be responsible for the problems related to Customer's PC and the software loaded on it.
16. Customer hereby undertakes to indemnify and hold harmless Yes Broadband against liability which may arise for any and all, acts on the part of the customer in availing the service.
17. The customer shall take full and sole responsibility for preserving the secrecy of the password. The customer acknowledge and accept 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 Yes Broadband shall not be responsible for any wrongful or unauthorized use, under any circumstances.
18. 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 Yes Broadband interests.
19. Yes Broadband 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. Yes Broadband 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 Yes Broadband the customer shall be entitled to the return of the proportionate part of the charges paid for the unutilized period of service. Yes Broadband 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.  
  
Yes Broadband 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 Yes Broadband including when interacting with its employees, associates and partner, maintain decorum, decency and shall refrain from using any threatening, unparliamentary, abusive language. Yes Broadband reserve the right to terminate or disconnect such customers with an immediate effect if found using such language.
20. The customer acknowledges that the service is provided as is Yes Broadband, 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. Yes Broadband expressly excludes any implied warranty of merchantability or fitness.
21. Yes Broadband and the customer hereby agree that this agreement together with the operational rules, Acceptable Usage Policy and usage guidelines and other terms notified by Yes Broadband 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 be agreed in writing and signed by both Yes Broadband and the customer.
22. 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.
23. 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.
24. The customer agrees that the Broadband services is single PC connection. Yes Broadband shall not be

## Yes Broadband

responsible for any downgrade of service due to re-

25. The customer agrees that Yes Broadband shall not be liable for Service downgrades where the last mile connectivity is not proved by Yes Broadband. The responsibility of ensuring last mile connectivity shall be on the last mile connectivity network provider like cable TV operator DID etc. and Yes Broadband responsibility shall be limited to ensure service till the point of presence of the last mile network operator.
26. Yes Broadband entire liability and the customer's exclusive remedy for any failure or reach on the part of Yes Broadband shall be the return of the charges paid by the customer relating to the unexpired period of the use. Yes Broadband 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 Yes Broadband 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.
27. In using the service the customer agrees to comply with all laws, regulations and rule applicable and hereby indemnifies Yes Broadband against any claims, loss damage or consequence arising from non-compliance of the customer to any applicable laws, rules, regulations, etc.
28. Yes Broadband will not be liable for any act of the Business Associate managing the service at customer's end outside the scope of this service. The customer expressly acknowledges that the liability of Yes Broadband is limited to the service rendered by Yes Broadband and Yes Broadband shall not be liable for any acts deeds of the Business Associate.
29. 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.
30. The backbone i.e. the cables, switches, etc. installed by Yes Broadband is the exclusive property of Yes Broadband and customer shall not remove / relocate these without prior consent from Yes Broadband.
31. The service is exclusively for Home usage and not for commercial usage. Usage for more than 6 hours per day shall be commercial usage. Yes Broadband reserve the rights to disconnect the service without prior intimation, if the usage is found to be commercial.
32. 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 Yes Broadband mail policy and a violation of this will be considered as spamming. Yes Broadband reserves the right to block the user's mail id or even terminate the service if this is violated by any user.
33. The speeds mentioned against various service plans are as experienced within the Yes Broadband network.
34. For enhanced security, the Yes Broadband broadband User ID as chosen 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 from 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.
35. The customer shall not use the service provided by Yes Broadband 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.