

# **Consumer Charter**

KNET Solutions (P) Ltd

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## i. Locations

K Net solutions private limited ('The Company') offers internet services to individual and enterprise segments by fibre to the home technology. Presently it is operational in 8 cities across Tamilnadu (including Chennai).

The company presently offers services in 8 cities through its following offices:

Service Area	Office Address
Chennai	Knet Solutions Pvt Ltd, No. 229, Kutchery Road, Mylapore Chennai-600004.
Pondicherry	No 25,2nd Cross street, Anna Nagar, Pudhucherry.605005
Trichy	No:1,State Bank Officers Colony, Lawsons Road, Trichy-620001
Madurai	No: 55A, Gowrishankar Illam, SBOA Colony, 2nd street, SBI staffs 1 <sup>st</sup> Colony, Bye pass Road, Madurai - 625016.
Tirunelveli	No:25, DSN High Road, Sripuram, Tirunelveli - 627001.
Salem	No:22,CC Road, Salem -636001.
Rajapalayam	No:658-B,2 <sup>nd</sup> Floor, Tenaksi Road, Rajapalayam - 626117
Coimbatore	G. Thangaraj complex, No:307,Kandasamy Layout, Papanayakanpalayam, Coimbatore -641037
Tuticourin	No:18/C, Palayamkottai Road, Thoothukudi - 628002
Perambalur	No:1N/3A,New Madhanagopalapuram, Near Muthukonar Marriage Hall, Perambalur – 621212.
Theni	No.8, T.R.Ramanathan Compound, (First Floor),Old PostOffice,Odai Street, Theni - 625 531.
Udhagamandalam	Door No: 102/A1, Black wood Cottage, West Bury Road, Udagamandalam – 643001.

## ii. Services Offered

The company is offering its broadband services by fibre to home technology with a minimum speed of 50 Mbps, by various usage plans catering to different segment of users. The plan details are available at [www.cherrinet.in](http://www.cherrinet.in). The plans are universal for all locations and circles.

## iii. Terms & Conditions of the services Offered

1. The term 'Cherrinet' wherever appears in this document shall mean and include M/S K Net Solutions Private Limited and the term "Franchisee" shall be applicable in the locations served by the Franchisee in the last mile.
2. The terms and conditions herein, acceptable usage policy and responsible usage policy directed by 'Cherrinet' from time to time shall continue and will be an integral part of the agreement between 'Cherrinet' and Customer with respect to the Service. 'Cherrinet' reserves the right to change any or all aspects of this agreement terms operating rules, usage guidelines, prices governing the Service, service plans, the pricing structure, or product service policies at any time without any intimation to the Customer. The customer acknowledges that it is his/her sole responsibility to apprise himself/herself of the Terms and Conditions and responsible usage policy, as amended from time to time and agrees to abide by the same. The customer shall visit the website of 'Cherrinet' to apprise himself/herself of the latest terms and conditions, service plans & policies etc.
3. Every subscriber registration must be done with correct details such as name, address, telephone number and email address etc, in case of any change the same should be updated by the respective subscriber without fail or delay.
4. The Service is being provided subject to all the applicable Indian Laws/rules and regulations. 'Cherrinet', shall provide the service to the customer, in accordance with the terms and conditions then in force and as amended from time to time.
5. 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 services shall be payable by the customer in addition to the subscription charges and the customer agrees to pay the Installation Charges for the Installation of Modem/ONU/CPE and to the cabling done at the customer premises, directly to the Franchisee, if any, as determined by time to time.
6. 'Cherrinet' and its Franchisee as the case may be, will put in its best efforts and strive to maintain the maximum possible uptime of the service. However, 'Cherrinet' will not be responsible for disturbance in service due to reasons beyond its control,

not limited to acts of god, lighting strikes, earthquakes, floods, storms, fires, natural disasters, explosions, war, hostility, civil commotion, public enemy, sabotage of cables, riots, bomb blasts, epidemic, quarantine, lock out, electricity fluctuations, electrical surges/blackouts/brownouts, internet outage cable outage, fiber cut, malicious damages and etc

7. The customer also acknowledges 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 'Cherrinet' and the obligation of 'Cherrinet' to provide the services shall be on best endeavour basis.
8. 'Cherrinet' or its franchisee shall not be liable to the customer for any loss, expense, and damage of any kind in connection with the performance of obligation under the contract or arising from destruction, interruption, suspension or malfunction of the service, for whatsoever reason except when there is deliberate failure or breach of the part of 'Cherrinet'.
9. 'Cherrinet' will be responsible only for carrying data packets and is not responsible for its nature or content. Customer guarantees that the service to be used for genuine purposes only and will not be used for any immoral or unlawful or socially unacceptable purposes.
10. Customer acknowledges, accepts and specifically covenants 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/her end. It is explicitly agreed that 'Cherrinet' does not undertake any responsibility with regard to procuring, installing/maintaining the hardware and or software at user end. However, the Customer premises equipments provided either by 'Cherrinet' or its Franchisee, as the case may be, shall be maintained with diligent care by the customer and the said materials shall be owned by 'Cherrinet' or its Franchisee, as the case may be, at all times, if the same is provided on rent or free to use basis. Such equipments are liable to be returned to 'Cherrinet' | Franchisee immediately and not later than 15 days on termination of service for whatsoever reason.
11. The services stopped for non-payment or non-renewal of packages may be reactivated without any charges within 15 days from the date of such de-activation. Further, the customer may place their connections in safe custody by a written request to 'Cherrinet', for a maximum period of 3 months by paying the charges of Rs. 100/- per month at present or such charges fixed by 'Cherrinet' from time to time.
12. Customer hereby undertakes to indemnify and hold harmless 'Cherrinet' against any liability which may arise for any and all, acts on the part of the customer if availing the services.
13. 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 otherwise share the services with others including the affiliates of the customer. Customer shall not do anything that is detrimental to 'Cherrinet' interest.

'Cherrinet' shall assign this contract/service to anyone at any time and the customer shall be fully responsible for the security & secrecy of the password.

14. 'Cherrinet' 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. 'Cherrinet' 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 'Cherrinet', the customer shall be entitled to the return of the proportionate part of the charges paid for the unutilized period of the services 'Cherrinet' shall not be liable to return any amount if the termination is by the customer or for breach or failure on the part of the customer.
15. The customer acknowledges that the services are provided on "as is where is" basis 'Cherrinet', its employees, Franchisees, suppliers, vendors and its associates make no warranty of any kind either service expressed, 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 service will be uninterrupted or error free. 'Cherrinet' expressly excludes any implied warranty of merchantability or fitness
16. Telephony on internet under existing law shall be limited to PC to PC only and expressly PC to any land line or mobile number and vice-versa is prohibited. It is illegal to terminate internet telephony calls to any public telephone number (PSTN, ISDN, PLMN etc) in India irrespective of whether the same originate in India or abroad.
17. The customer agrees that the Broadband service is a single PC connection, 'Cherrinet' shall not be responsible for any downgrade of service due to redistribution by the customer to its own devices. It is clarified that the speed assured is for measurement on a desktop / laptop and the same shall not be assured in any other wireless terminal equipments including Wifi Router, whether supplied by 'Cherrinet' or otherwise.
18. 'Cherrinet's' entire liability and the customer's exclusive remedy for any failure or breach on the part of 'Cherrinet' shall be the return of the charges paid by the Customer relating to the unexpired period of the use, 'Cherrinet' 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 services offered and in no event 'Cherrinet'/its Franchisee 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 services,
19. In using the service the customer agrees to comply with all laws, regulations and rules applicable and hereby indemnifies 'Cherrinet'/its Franchisee against any claims, loss, damage or consequence arising from non-compliance of the customer to any applicable laws, rules, regulations etc. The courts in Chennai shall have exclusive jurisdiction for any disputes arises out of the service.

20. The "backbone" i.e. the cables, switches, wireless equipments, etc. installed by 'Cherrinet' or the last mile cabling of the Franchisee shall be exclusive property of 'Cherrinet' or its Franchisee, as the case may be, and customer shall not remove/relocate these without prior consent from 'Cherrinet'.
21. The customer is required to ensure that his router SSID is in hidden mode and the access to the same is not open and is controlled by way of network key/encryption Key such equipments shall carry such warranties as provided by the respective original equipment manufacturer. The customer shall have no right or claim against 'Cherrinet' for the failure of cable modem/router or any other hardware that are required to provide the services and shall be responsible for secured Wi-Fi access.
22. 'Cherrinet' may accept the request for shifting of connection from the customer only in case where the technical feasibility of 'Cherrinet', is available in the desired new location and the customer agrees to pay the charges fixed by 'Cherrinet', from time to time for such shifting.
23. The customer expressly authorizes and permits 'Cherrinet' to provide any information /message/ password related to service by way of SMS to his/her/its registered mobile and/or e-mail mentioned overleaf, at all times. Further, any Complaint or communication by the customer shall be from its registered email id.
24. User acknowledges that spamming of emails 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 'Cherrinet' reserves the right to block the user's email id or even terminate the services if this is violated by any user.
25. The speed mentioned against various service plans are the maximum speed as experienced within the 'Cherrinet' Network and 'Cherrinet' shall block Internet sites as identified and directed by the Authorities from time to time.
26. For enhanced security, the 'Cherrinet' Broadband user ID, the default email ID of the subscriber declared during the time of registration and the MAC address (unique for each LAN card) will be tied each other
27. The customer agrees to place adequate parental control filters in its computer and other internet based devices for the safety of children.
28. The customer agrees and understands that He / She shall not host, display, upload, modify, publish, transmit, update or share any information: that doesn't belong to him nor he has permission for the same; that is harmful, Harassing, Blasphemous, Defamatory, obscene, pornographic, paedophilic, libellous, invasive of other's privacy, hateful, or racially, ethically objectionable, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner to harm minors; infringes any intellectual property rights; violates any law, deceives or misleads the addressee about the origin of such messages, information, of offensive or menacing in nature; impersonation; software with viruses or any code, files or programs made to interrupt, destroy or limit the functionality; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to

commission any cognizable offence or prevents an investigation or any insult to any other nation.

#### **iv. Quality of Service Parameters & Promises:**

The company is poised to provide its best of services within the parameters set out in The Quality Of Service Of Broadband Service Regulations, 2006/(11 of 2006) of TRAI. The company promises to achieve the parameters envisaged in the said regulations.

#### **v. Customer Premises Equipments:**

The consumer shall have an option to avail the Customer Premises Equipment from the company. The company at present supplies ONU to the consumer on free to use basis, subject to a payment of refundable deposit stipulated from time to time and such equipments supplied by the company, along with its accessories, and shall remain the property of the company. The consumer shall ensure secured access for the routers and other equipments used by him.

#### **vi. Rights Of Consumers:**

1. Right to select service provider of their choice.
2. Right to get information regarding tariff before provision of service and everytime the tariff is changed, especially adversely affecting the consumer.
3. Right to receive services in accordance with the quality of service parameters prescribed by TRAI from time to time.
4. Right to get the rebate of rental in case of continuous disruption of service for more than 3 days.
5. Right to lodge a complaint with the complaint centre established by the Company and to have access to a web based complaint monitoring system and approach an Appellate Authority in case of non-redressal of complaint by the complaint centre, in accordance with the Telecom Consumers Complaint Redressal Regulations 2012.
6. To get refund of security deposit, if any, within prescribed time of request of termination of service subject to adjustment of pending dues, if any.
7. Right of consumers for termination or disconnection of service: however obliged to make payment the respect of services availed by him.
8. Consumer have right to receive unique docket number for every complaint registered by them.



**vii. Duties & Obligations:**

1. To offer services in accordance with the license conditions prescribed in the ISP License issued by DoT and applicable regulations prescribed by TRAI from time to time.
2. To place all plan details on the website.
3. A tariff plan once offered shall be available to a subscriber for a minimum period of 30 days from the date of enrolment of the subscriber to that tariff plan.
4. To provide services in adherence to the quality of service parameters prescribed by TRAI from time to time.
5. To establish a complaint center, to provide access to its consumers to a web based complaint monitoring system and to constitute an Appellate Authority to deal with consumers in case of non-redressal of complaint by complaint center, in accordance with the Telecom Consumers Complaint Redressal Regulations 2012.
6. A unique docket number shall be allotted to every complaint made by the consumer.
7. Appellate authority will resolve the appeal within 39 days of receipt of the appeal
8. To ensure that the tariff plans are communicated in a transparent manner to its consumers.

**viii. GENERAL INFORMATION & CONSUMER CARE NUMBER**

Customer Care Number	044-49303030
Email	support@cherrinet.in

The Company provides all general information on its consumer care number and hence the General Information and Consumer Care number are the same.

## ix. COMPLAINT REDRESSAL MECHANISM

The Complaints of Consumers are resolved by our Customer care executives at the below contact:

Call	044-49303030
Email	support@cherrinet.in
Post/Courier	Knet Solutions Pvt Ltd, No.229, kutcherry Road, Mylapore, chennai-600 004.
Toll Free	18001037286

Complaint Centre shall –

- a) At the time of registering of the complaint,----  
Communicate, through call, to the consumer the docket number, date and time of registration of the complaint
- b) Update the system with the date and time of registration of the complaint, docket number assigned
- c) On completion of action on a complaint ---
  - i. Communicate to the consumer, through sms, on resolving the complaint; and
  - ii. Update the system with the details of action taken.
  - iii. If the complaint is not resolved to the satisfaction of the consumer, the consumer can appeal to Appellate Authority within thirty days of closure of complaint.

## x. Contact Details Of Appellate Authority

<b>Address</b>	<b>The Appellate Authority KNET Solutions Private Limited No:229,Kutchery Road, Mylapore, Chennai – 600 004.</b>
<b>Email</b>	<a href="mailto:appellateauthority@knet.co.in">appellateauthority@knet.co.in</a>
<b>Phone</b>	<b>044 – 49583500</b>

Note: All complaints escalated to appellate authority shall be in writing and should carry the respective docket number issued by the complaint center, Within 30 Days from the date of completion of the complaint.

The complaint shall be looked into and a written orders to be made within 39 days of the complaint before the Appellate Authority.

## xi PROCEDURES FOR TERMINATION / DISCONNECTION OF SERVICE:

- The Company may terminate the Service on the occurrence of one of the following events:
  - (a) Forthwith by notice if the Subscriber has committed a material breach of the terms of CAF.
  - (b) If the consumer becomes an insolvent person.
  - (c) The company may stop the services by an advance notice of 30 days.
  - (d) If it is not technically feasible in continuing the provision of services.
  - (e) When the consumer fails to renew his account within 30 days from the date of expiry of validity.
  - (f) Notwithstanding any other provision, the Company may terminate a Service immediately on a case where the consumer is using the services for illegal purposes.
  
- **Service Cessation.** The Company may terminate the Service (a) upon thirty (30) days written notice to Subscriber if it ceases to provide that Service on a commercial basis at the Subscriber Premises