



## TERMS AND CONDITIONS RAILWIRE SERVICES

RailWire services are offered by RailTel Corporation of India Ltd ("RailTel"), having its Regional Office at Southern Region, 2nd Floor, B Block, Raj Niigam, Secunderabad 500071 and the Registered Office at 10th Floor, Bank of Baroda Building, 16 Sansad Marg, New Delhi - 110001.

RailWire is an initiative of RailTel. All services offered under this initiative shall be referred to as being offered by "RailWire Operations" or simply by "RailWire".

The Terms and Conditions stated herein below form an integral part of the accompanying "Subscription Form" and govern the provision of the services (as defined here under) by RailTel, pursuant to the said Subscription Form.

1. "Customer"/"Subscriber" means any person who avails the services offered by RailTel.

The term "person" stated above includes individuals, partnership firms, proprietary concerns, body corporates, housing societies, association of persons or body of individuals and other artificial juridical persons.

2. "Service" in general includes all the services that RailTel offers, markets, maintains and supports as of date and all updates and upgrades that RailTel may offer to the Subscriber under the RailWire initiative. However, service in relation to the Subscriber shall mean and cover only those services, which the Subscriber has specifically availed for.

3. The Terms and Conditions herein, published by RailTel from time to time shall constitute and will be an integral part of the agreement between RailTel and the Subscriber with respect to the service. RailTel reserves the right to change any or all aspects of this agreement, operating rules, usage guidelines, prices governing the service, service plans, pricing structure and product/service policies at any time without prior intimation to the Subscriber in specific. The Subscriber acknowledges that it is his/her sole responsibility to appraise himself/herself of the Terms and Conditions, as amended from time to time as published on the Website [www.railwire.co.in/termsandconditions.htm](http://www.railwire.co.in/termsandconditions.htm) and agrees to abide by the same.

4. The 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, failing which, RailTel reserves the right to terminate the service and close the account without any obligation to refund the Subscriber's account balance.

5. The service is being provided subject to all the applicable Indian laws, rules and regulations. The terms of service published on the Website [www.railwire.co.in/termsandconditions.htm](http://www.railwire.co.in/termsandconditions.htm) shall override all standard terms and conditions.

6. RailWire Operations shall provide service to the Subscriber, in accordance with the Terms and conditions then in force and as amended from time to time.

7. The charges towards services subscribed is payable in advance and is non-refundable. All taxes, duties or any other levies of any nature whatsoever, payable for the services, shall be payable by the Subscriber in addition to the charges towards availed services.

8. RailTel will put in best possible efforts and strive to maintain the maximum possible uptime of the service. However, RailTel will not be responsible for downtime of service due to reasons beyond its control. (Force Majeure). "Force Majeure" means events like Acts of God, war (declared or undeclared), riots, civil commotion, revolutions, naturalities, strikes, epidemics, accidents, fire or any other cause similar to the kind enumerated or equal force not within the control of RailTel and renders impossible the fulfillment of this Contract.

9. The Subscriber also acknowledges and accepts that in the very nature of the services to be provided, there can be a number of factors affecting the services provided, and the obligation of RailTel shall be limited to provide the services, on best endeavor basis.

10. RailTel shall not be liable to the Subscribers for any loss, expense or damage of any kind arising due to the performance of RailTel obligations under this contract or arising from disruption, interruption, suspension or malfunction of the service for whatsoever reason.

11. RailTel shall not be responsible for any loss or damage which may occur resulting from the use of any third party software which may be optionally provided to enhance user experience. Any support that is needed, has to be availed from the respective software vendors/companies. The Subscribers have a free choice in regard to the usage of such software.

12. RailTel will be responsible only for carrying data packets and is not responsible for its nature or content. The Subscriber guarantees that the service will be used for genuine purpose only and will not be used for any immoral or socially unacceptable purposes as stipulated from time to time by Government of India.

13. The Subscriber hereby undertakes to fully defend, indemnify and hold RailTel, its employees, directors, officers, agents, partners, affiliates and their successors and assignees from and against any and all liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon his/her use of RailWire Services, including any claim of libel, defamation, violation of rights or privacy, loss of service, loss of profit, loss of opportunity, loss of business, loss of revenue, wasted time, wasted capital, indirect, incidental, special or consequential loss arising out of or in any way connected with the use of RailWire Services and any other indirect or consequential loss whatsoever arising.

14. The Subscriber hereby confirms that all information provided by him in respect of his/her use of RailWire services is true and accurate to the best of his/her knowledge and belief. The Subscriber is solely responsible for the security of his/her password and for all transactions undertaken by him using his/her password through RailWire Web Site. The Subscriber acknowledges and accepts that 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 security. The Subscriber hereby confirms that he is the authorized holder of the credit card/Debit Card or is the original account holder used in the transactions he makes using the RailWire web site and be alone use the "ID" and "Password" he has created in the site, if any, related to RailWire services. RailTel shall not be responsible for any financial loss, inconvenience or mental agony resulting from any unauthorized use / misuse of the Subscriber's User-ID/Password/Credit card number/account details number for making online payments on the RailWire Web site.

15. The Subscriber shall not distribute, transfer, re-assign, sell and/or offer or promote the service to others or otherwise share the services with others without the express authorization of RailTel. In accordance with the terms of ISP license, RailTel reserves the right to inspect the Subscriber's premises at all times to ensure that the subscribers adhere to the terms of service. If the Subscriber is found in default in complying with the said terms of service, RailTel reserves the right to terminate the services immediately and shall not be held liable for any refund or compensation thereafter. The Subscriber shall not do anything that is detrimental to RailTel's interests.

16. RailTel shall have the right to terminate the services, without any prior notice to the subscriber, in the event of breach of these terms and conditions on the part of the Subscriber. RailTel and the Subscriber shall also have the right to terminate this Agreement at any time by giving 30 days prior notice by way of general notification or publication or changes suitably made to the website [www.railwire.co.in](http://www.railwire.co.in) without the need to assign any reason for such termination. In the event of such termination by RailTel, the subscriber shall be entitled for refund of the proportionate part of the charges paid for the unutilized period of service. However, RailTel shall not be liable to refund any amount if the termination is by the Subscriber or for breach or failure on the part of the Subscriber.

17. The Subscriber acknowledges that the service is provided on "as is and available" basis. RailTel, its employees, agents, suppliers, vendors and distributors make no warranty of any kind, either expressed or implied, unless explicitly granted to the Subscriber by way of service level agreements, 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. RailTel expressly excludes any implied warranty of merchantability or fitness and any service guarantees granted to the Subscriber shall be limited for the cause and period of such agreement.

18. RailTel and the Subscriber hereby agree that this agreement together with the operational rules, usage guidelines and other terms notified by RailTel 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 so agreed in writing and signed by both RailTel and the Subscriber.

19. Telephony on Internet is permitted to a limited extent i.e. (i) From PC to PC within or outside India (ii) PC in India to telephone outside India (iii) IP based 1122/SIP terminals connected directly to ISP nodes to similar terminals within or outside India. The Subscriber shall strictly comply with the above. A violation of the same shall be treated as breach of agreement. The Subscriber hereby indemnifies RailTel of any consequences arising out of such usage of this service.

20. 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 and a violation of this clause shall be deemed as breach of agreement.

21. The Subscriber agrees that the broadband service is a single PC connection. RailTel shall not be responsible for any downtime of service due to re-distribution by the Customer. Any re-distribution or sharing of this service without prior authorization of RailTel shall be treated as unauthorized infringement of network privacy and shall be dealt with as per prevailing cyber-crime and criminal laws, and the Subscriber shall be held fully and solely responsible for any costs and consequences.

22. RailTel's entire liability for any failure or breach on the part of RailTel shall be limited to the refund of the unused portion of the charges paid by the Subscriber towards availing the service. RailTel disclaims all warranties and conditions expressed or implied, actual 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 RailTel 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 or unavailability.

23. In using RailWire service, the Subscriber agrees to comply with all laws, regulations and rules applicable and hereby fully indemnifies RailTel against any claims, losses, damages or consequence arising from non-compliance of the subscriber to any applicable laws, rules and regulations as per the terms of ISP license published by Government of India.

24. The Subscriber expressly acknowledges that the liability of RailTel is limited to the service rendered by RailTel and RailTel shall not be liable for any acts or deeds of the Subscriber outside the scope of this service.

25. The Subscriber hereby declares that he/she has read the Terms and Conditions of service published in the Website at [www.railwire.co.in/termsandconditions.htm](http://www.railwire.co.in/termsandconditions.htm) and the Subscription Form completely, and that he/she unconditionally agrees to abide by them.

26. The Subscriber agrees that all the Terms and Conditions were explained satisfactorily to him/her and has signed the agreement after completely understanding the same.

27. The "network" or "network components" used by RailTel to render the RailWire services, including but not limited to cables, switches and an interrupted power supply deployed by or on behalf of RailTel is the exclusive property of RailTel, and the Subscriber shall not remove/locate the same without prior written consent from RailTel. Any attempt to violate or violation of the same shall be deemed as a willful attempt to destroy government property and the Subscriber shall be liable to be dealt in accordance to the prevailing laws.

28. The Subscriber equipment, if provided by RailTel during the period of service or otherwise shall be the property of RailTel unless fully paid for, by the Subscriber and subject to suitable acknowledgement in specific received from RailTel towards the transfer of ownership of equipment.

29. RailTel reserves the right to control/monitor the functionality of the device provided to the Subscriber (if any), from its end, during the service period.

30. In order to provide speed of connection of service(s) or otherwise, RailTel reserves the right to upgrade the service(s), without prior intimation to the Subscriber as long as tariff remains unchanged for the services.

31. Services may be suspended in whole or in part at any time without notice to the Subscribers if the network requires urgent modification, maintenance or under the instructions issued by competent offices of Government of India. RailTel shall make all reasonable efforts to minimize the frequency and duration of such events.

32. RailTel reserves the right to conduct a survey to seek feedback of the Subscriber on the service(s) provided by RailTel.

33. Subscriber's Prepaid account will automatically get disconnected on expiry of the validity period or the pack value whichever is earlier and the Subscriber shall ensure that the account is active. RailTel shall not be held responsible for disconnection due to non-receipt of bill or non-receipt of communication in regard to expiry of account. RailTel shall charge a re-connection fee for such disconnections.

34. RailTel may be required to disclose any information or particulars about the Subscriber to any authority, statutory or otherwise, including but not limited to any debt collecting agency, security agency, law enforcement agency, financial institution or bank and RailTel reserves the right to comply with, at its discretion.

35. The service is exclusively for the consumption of the Subscriber of the service. The Subscriber re-distributing or sharing the service for commercial intent is not permissible unless explicitly authorized in writing by RailTel. RailTel reserves the right to inspect the Subscriber's premises and disconnect the service without prior intimation, if the usage is found to be in violation of the terms and conditions of subscription, the Subscriber's account shall be closed and the balance of amount remaining to the credit the Subscriber's account shall not be refunded.

36. The Subscriber 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. RailTel reserves the right to block the Subscriber's e-mail ID or even terminate the services in the event of breach of this provision is reported against the Subscriber.

37. The speeds mentioned against various service plans are as experienced using the RailTel Network and cannot be accurately measured by using other network hosted tools.

38. For enhanced security, the RailTel 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 used separately or jointly for authentication. This means that a User-ID can be used only from that user's PC and IP address allocated to the user.

39. The Subscriber shall not use the service provided by RailTel for any illegal or unlawful purpose. The Subscriber shall at all times follow all the rules & regulations laid down by the competent authorities from time to time.

40. RailTel reserves the right to accept or reject any Subscription form without citing any reason for the same.

41. It shall be the duty of the Subscriber to protect and keep the password protected, safe and secured. Online requests made by any Subscriber shall be treated equivalent to the physical form of application and RailTel shall not be liable for any unauthorized online requests made on behalf of the subscriber.

42. By agreeing to the terms and conditions of the service, it binds the Subscriber and whenever and wherever applicable, his/her heirs, executors, successors and permitted assignees and benefits RailTel and its successors and assignees.

43. RailTel reserves the right to initiate appropriate legal proceedings in case of breach of any of these terms and conditions by the Subscriber.

44. Proprietary Rights to Contents: The Subscriber hereby acknowledges that the contents in the RailWire website, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in sponsored advertisements, through e-mails distributed and the commercially produced information made available to him by RailWire Website or by any third party Website or contents therein, directly or indirectly accessed through links in the RailWire Website is the Intellectual Property Rights of the respective owners of such contents. The Subscriber hereby agrees not to make any unauthorized use of these contents.

## Service Terms & Conditions

45. Month is defined as 30 days.

46. Minimum speeds are guaranteed access speeds upto the gateway.

47. All time references in service definitions are made in "24 hrs.hours" format.

48. Day checkout time is 00:00 hrs midnight.

49. Day means calendar day.

50. Charges for static IP address are extra.

51. All services are prepaid.

52. Base package is a combination of service parameters which is "Port Speed" and "Service(s)".

53. Base package re-definition is possible after expiry of validity period of the current package. Change in base plan before expiry of validity period will invite a fee of Rs. 50/- (excluding taxes) per such transaction. The then current tariff for Port Speed and Service(s) shall apply for the re-defined base package.

54. Tariff is subject to change with one month notice or expiry of current validity period, whichever is earlier.

55. Tax and statutory regulations are subject to change without notice.

56. All services are subject to statutory regulations.

57. Subject to all jurisdiction 24 x7x365 off-site and online support available.

58. Discounts are applicable only for usage-based-billing packages.

59. Discount amount will be credited to account along with the next renewal.

60. No cash refunds against the discounts shall be possible.

61. In case of disconnection, discounts are forfeited.

62. Rounding-off shall be done only to the final figures.

63. Discounts are applicable before service tax.

64. Any credits, including discounts, will be credited to the Subscriber's account only at the time of next renewal.

65. Un-interrupted Service Continuity At the end of the validity period of the current package, the subscription shall automatically get renewed to the most recently subscribed package, provided there is sufficient account balance to complete the transaction, failing which the Subscriber account shall be inactive. However, the Subscriber(s) can opt to stop auto-renewal by requesting the RailWire customer support services.

66. Money Validity: For deactivated account, which might have certain un-spent balance, the account balance shall continue to be available for 6 months from the date of expiry of the subscription. If the user account is re-activated within 6 months from the expiry of subscription, the previous un-spent account balance remains available. After 6 months from the expiry of subscription, the user account shall be treated as "expired" and any un-spent account balance shall not be refundable.

67. Tariff plan for each service is published on the Website [www.railwire.co.in](http://www.railwire.co.in).