



CAF No :

Date :

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Customer Agreement Form

To be filled in block letters. Please use a ballpoint pen while filling the form

Personal Information

Kindly Paste your Latest passport size photo. Kindly ensure your signature overlaps on photo as well as the form

1. Name of the Subscriber _____
(As given in Proof or Identify document attached with application)

2. Name of Father/Husband _____

3. Gender Male Female 4. Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

5. Occupation _____ 6. Organization _____

7. Installation Address _____

_____ Pincode

--	--	--	--	--	--

(As given in Proof or Identify document attached with application)

8. Permanent Address _____

_____ Pincode

--	--	--	--	--	--

9. Mobile Number (Registration for sms alert) +91-

--	--	--	--	--	--	--	--	--	--

 Mobile Verification

10. Alternative Number +91-

--	--	--	--	--	--	--	--	--	--

11. Email ID (Registration for Email alert) _____ Email ID Verification

I declare and undertake that the above information is wholly true. I have read and understood the Terms and conditions mentioned overleaf. I hereby agree to abide by them. I understand my A/C activation is Subject to the availability of a NIC card & required cabling along with the Login ID as mentioned on the CAF. I also agree that my connection is Subject to verification and acceptance by Netfire Communications Pvt. Ltd.,

Name	Date
<h1>Customer Signature</h1>	

For Office use

Subscriber Account Details

12. Login ID (Login ID once assigned cannot be changed. Login ID will be the identity for all communications)

13. IP Address

--	--	--	--

 •

--	--

 •

--	--

 •

--	--

 14. Mac ID _____

Subscriber Document Verification

15. Photo ID : _____ 18. Address ID : _____

16. Photo ID Proof No : _____ 19. Address ID Proof No : _____

17. Photo ID Issued date : _____ 20. Address ID Issued date : _____

I hereby Confirm that (a) the documentary requirements regarding subscriber verification have been completed, (b) details of the customer are complete and have been entered in the data base and (c) in case of outstation customer, I hereby confirm that I tele- Verified the Particulars Furnished by the Customer with the local referee..... and recorded its correctness before activating the A/C

Name	Date
<h1>Employee Signature</h1>	

GENERAL TERMS FOR NETFIRE COMMUNICATIONS PVT. LTD.,

1. "NETFIRE" or "The Company" means NETFIRE COMMUNICATIONS PVT.LTD, No. 14, Sathya Priya Nagar, Iyencherry Road, Urupakkam – 6030210.
2. "Services" means Broadband Internet Access Service and other Value Added Services as advertised and offered by NETFIRE.
3. "Customer" shall mean any person who subscribes to the broadband Internet access services by accepting and signing this CAF for the provision of Services.
4. "CPE" means the Customer Premises Equipment installed by NETFIRE or its agents/business associates at the Customer's premises, which is owned by NETFIRE or its agent/business associate and is provided to the Customer on right to use basis only.
5. "Scheme(s)" means any price plan and/or service plan that NETFIRE may offer from time to time.
6. "VAS" refers to Value Added Services, that are beyond the basic Internet Access service as defined and provided under Services
7. The Customer accepts to subscribe to the Services as offered by NETFIRE under this CAF.
8. The Services are being provided under the "Netfire" brand name duly licensed by the Company from its owner Netfire Communications Pvt. Ltd.
9. NETFIRE is responsible for provisioning of Services and ensuring the correct working of the link up till the CPE.
10. The Service shall be provisioned within a period of 10 days from the date of submission of the CAF along with the required Customer verification documents to NETFIRE or its agents/business associates, and subject to successful technical feasibility. In case of circumstances where such provisioning is delayed beyond the committed period and/or not possible, Customer shall be intimated in advance.
11. The Customer's initial and continued subscription to the Services is subject to the Customer providing valid, complete and correct details like name, address proof, telephone number, photo id proof, email id etc., as required from time to time by NETFIRE under various applicable Laws. In case of any change, the Customer must inform NETFIRE about the same without delay, without fail. In case NETFIRE discovers at any time that the verification documents provided by the Customer are incorrect and/or incomplete and/or fabricated, it reserves the right to disconnect the Services to the Customer immediately without any notice. In such an eventuality the Customer shall be liable to pay all outstanding amounts till such date including administrative costs as incurred by NETFIRE and shall be solely responsible for any and all information provided by it.
12. The Customer shall not change/alter/modify the CPE installed in its premises by NETFIRE or its agents/business associates, without prior written approval from NETFIRE. Any change /alteration /modification in the CPE without the prior written approval of NETFIRE shall be deemed to be unauthorized and violative of the terms and conditions and shall entail immediate disconnection /de-activation /termination of Services.
13. The Customer shall allow NETFIRE to carry out inspection of the CPE at the Customer's premises from time to time, with prior intimation to the Customer.
14. NETFIRE shall use financially viable best efforts to provide continuous Service and maximum uptime of Service to the Customer while conforming to the prevailing regulation.
15. NETFIRE reserves the right to introduce/withdraw/extend any Scheme(s) at its discretion from time to time, and such Scheme(s) will have a specific validity period within which the Customer can subscribe to them.
16. VAS, which may be offered by NETFIRE may or may not be part of the Scheme(s). In case where VAS is not part of the Scheme(s) subscribed to by Customer, the same shall be subject to additional charges.
17. The Public IP address allocation will be as per policy of APNIC (Asia Pacific Network Information Center, Australia) and NETFIRE and subject to availability with NETFIRE.
18. The Customer agrees that the IP address(s) allocated via/through NETFIRE is the exclusive property of NETFIRE and is(are) non-portable and non-assignable by the Customer.
19. NETFIRE will restore any CPE related Service problem at no cost to the Customer, given that the CPE malfunction is not due to any mishandling by the Customer. In case the Service problem is due to CPE being damaged by the Customer, knowingly or unknowingly, then NETFIRE shall charge the Customer the CPE replacement fee of Rs. 2000 (Rupees Two Thousand Only).
20. The Customer shall return the CPE in good working condition, to the satisfaction of NETFIRE, immediately after termination or expiration of Services, failing which the Customer shall pay upon demand to NETFIRE Rs. 2000 (Rupees Two Thousand) towards the cost of CPE in addition to any and all other pending/due charges for full and final settlement.
21. The Customer shall use a valid account to access the service. Provision of service is subject to issuance of Log-in ID and password from NETFIRE.
22. The Customer agrees to make payment for Services and CPE, as applicable, as and when billed by NETFIRE, on regular basis, in a timely manner as per the subscribed Scheme(s), through cash or credit card, either directly to NETFIRE in person or on-line or to any of NETFIRE's authorized agents / partners. In case of any dispute(s) regarding the bill the Customer shall bring the same to NETFIRE's notice within 7 days from the bill date, beyond which the bill Amount/ charges shall be assumed to be without dispute(s) and the Customer shall be liable to pay the same in full.
23. The Scheme(s) prices are excluding any and all equipment/machine/device that may be required beyond the CPE for the Customer to use the Services. And NETFIRE does not undertake to provide any such equipment/machine/device to the Customer as part of any Scheme(s) or on additional charges.
24. The Scheme(s) prices are exclusives of Taxes, Duties, Levies and other government charges and it shall be charged additional as applicable from time to time.
25. The Customer will be liable for all the service charges and other charges payable, notwithstanding the loss of, or inability to use the hardware equipment.
26. The Services provided are non-transferable.
27. The Customer undertakes to indemnify and hold NETFIRE harmless against any liability, which may arise on account of the Customer's act of omission or commission.
28. The Services provided are exclusively for personal/professional use and not for commercial use.
29. The Customer agrees to comply, at all times, with all applicable laws, bye-laws, rules, regulation, order, direction, notification, etc., of the Government/Court/Tribunals/DOT/TRAI/Information .Technology Act as amended and shall also comply with all the direction issued by NETFIRE which relate to the network, the Services, equipment, or connected matter and provide NETFIRE with all information and co -operation as reasonably required.
30. The Customer agrees that it shall not communicate, send, transmit, download or in any way deal with any objectionable messages or communications, which are inconsistent with the established laws of India, over the network offered and established for providing the Services. Customer shall not resort to hacking, cracking, spamming, bulk messaging, destroying, defaming or corrupting any sites/user(s) on the Internet or on NETFIRE's network, nor shall it indulge in any of the offences, more specifically defined under the Information Technology Act, 2000. Without prejudice to any action under law for the time being in force, violation or breach of any of these terms and conditions shall entitle NETFIRE to terminate the said Services immediately and any such termination doesn't restrict NETFIRE's right to take action and/or seek remedy for any damages /costs resulting out of Customer's such activities.
31. The Customer shall immediately inform NETFIRE of any damage/loss/theft of any equipment provided to the Customer by NETFIRE and shall be liable for all charges/cost towards the Repair / replacement of the same.
32. NETFIRE reserves the right to terminate the Services provided to the Customer by giving 30 days notice in writing.
33. NETFIRE reserves the right to terminate any/all of the Services at any time without notice and further obligations to the Customer and without limiting any other remedies available to NETFIRE if any of the following events should occur:
 - a. Customer is in material breach of any of the terms or conditions mentioned herein.
 - b. Customer is found tampering or has tampered with any equipment and/or configuration of equipment of NETFIRE or provided by NETFIRE, without the prior written approval of NETFIRE.
 - c. Customer is found violating any act in force by illegal usage of NETFIRE Services.
 - d. In case of non-payment of dues by due date, re-activation will be done only after the payment is credited to the account of NETFIRE and NETFIRE reserves the right to charge an additional service re-activation fee and the Customer agrees to pay such charge.
34. The Customer is prohibited from providing interconnection for provisioning of Internet services to 3rd party through its connectivity. Customer shall not use the NETFIRE connectivity to link with PSTN / ISDN / PLMN or any Public Data Network under any circumstances. Customer alone will be liable for any and all legal action by the appropriate regulatory authorities or law enforcement agencies, in case of any violation related to the same.
35. NETFIRE shall not be liable for any act of its agent and/or Business Associate outside the scope of Services. NETFIRE's liability is limited to the Services rendered by it.
36. In view of providing an optimal quality of service in a fair manner to all Customers connected to its Network and Services, the Customer acknowledge and agree that NETFIRE shall have the right (but not the obligation) to monitor and apply policies to any and all transmission via the Network and Services and that NETFIRE shall have the right and sole discretion to determine whether the transmission violates this Agreement and /or any prevailing Law, Directive, Regulation, and that the Customer shall abide by such determination.
37. These terms & conditions shall be governed by and interpreted in accordance with the laws of India. In the event of any dispute relating to the interpretation or performance of this Agreement arising between the Parties, they will first do their utmost to settle their dispute amicably. If any such dispute cannot be settled amicably, it shall be referred to the Nodal Officer of NETFIRE. The courts of New Delhi shall have exclusive jurisdiction.
38. Miscellaneous
 - a. The terms of this agreement are subject to the clauses of Force Majeure.
 - b. This agreement is the complete and exclusive statement of understanding between NETFIRE and the Customer.
 - c. The Customer will be bound by any variations made in these terms & conditions, which will be notified to the Customer.
 - d. All communication and inquiries are to be addressed in writing to the Corporate Office of NETFIRE, sent by hand or by registered mail or by email.

Name	Date	Name	Date
Customer Signature		Employee Signature	

Documentation Required

1. Self attested photograph 2. Photo proof of identity / signature 3. Proof of address 4. All Documentation customer's signature is compulsory.

You can attach any of the following documents as Proof of Identity:

Income Tax PAN Card, Photo Credit Card, Voter ID Card, Passport, Arm's Licence, Driving Licence, Identity Card issued by Central / State Government, Identity Card issued by Public Sector Undertakings, Ration Card with your Photo, Government College / University Identity Card (In case the Proof of Identity document does not contain your address, you must)

Submit one of the following documents as Proof of Address:

Electricity Bill (issued in the last three months), Bank Statement / Credit Card Statement (issued in the last three months), RC copy of vehicle, Income Tax Order (not older than 1 year), Registered Rent Agreement, Bank Passbook, Authorized Person Letter.