



# TELECOM CONSUMERS CHARTER



## **ABOUT US**

DEN BROADBAND PRIVATE LIMITED (DEN Broadband)

CIN: U74140DL2011PTC228312

236 OKHLA INDUSTRIAL ESTATE PHASE III NEW DELHI – 110020

EMAIL: [carebroadband@denonline.in](mailto:carebroadband@denonline.in)

TEL: 011– 40522100

## **OUR SERVICES**

DEN Broadband is offering Broadband Services and Value Added Services in Delhi & NCR, Kanpur, Jodhpur, Saharanpur, Udaipur and Bareilly.

You may contact at our below mentioned offices for subscribing our services:

<b>State/City</b>	<b>Address</b>
Delhi & NCR	DEN Broadband Private Limited 236, Okhla Industrial Estate Phase III, New Delhi- 110020
Kanpur	DEN Broadband Private Limited 11/9, 2nd Floor, Silver Line, (Opp. U.P. Handloom, VIP Road), Near Paragon Motors, Civil Lines, Kanpur, Uttar Pradesh – 208001
Jodhpur	DEN Broadband Private Limited Patrikayan” Man Ji ka hatta, Paota, Jodhpur, Rajasthan-342001
Saharanpur	DEN Broadband Private Limited. 2 <sup>nd</sup> Floor, Maya Plaza, Opp. Parshav Nath Plaza Court Road, Saharan Pur Uttar Pradesh - 247001
Udaipur	DEN Broadband Private Limited 181, 1 <sup>st</sup> Floor, Maali Colony, Udaipur, Rajasthan -313001
Bareilly	DEN Broadband Private Limited 13-A, Model Town, Stadium Road, Bareilly-243001



## **CUSTOMER SERVICES**

Our Experienced and Expert team of Consumer Service, Engineering, Network, Commercials, Technicians and Associates will help you resolve all your issues. Our team is dedicated towards providing our valuable consumers excellent services and ensure they get value for their money. However, should you have any queries, suggestions, complaints, feedbacks you are welcome to contact us through following modes.

### **General Information Number**

Any person intending to avail our services, may contact at our offices as mentioned above, else may contact at our General Information Number below:

<b>General Information Number</b>	<b>E-mail ID</b>	<b>Postal Address</b>
0120-6175000	<a href="mailto:carebroadband@denonline.in">carebroadband@denonline.in</a>	236, Okhla Industrial Estate Phase 3, Near Modi Mill, New Delhi, Delhi - 110020

### **Customer Care Number**

Should you have any queries? You may contact at our Customer Care Centre equipped with Professional Executives to provide you all the required information, understand your requirements and concerns and resolve the same effectively.

<b>Customer Care Number</b>	<b>E-mail ID</b>	<b>Postal Address</b>
18004196600 (Toll Free)	<a href="mailto:carebroadband@denonline.in">carebroadband@denonline.in</a>	236, Okhla Industrial Estate Phase 3, Near Modi Mill, New Delhi, Delhi - 110020

### **Nodal Officer:**

Still not satisfied with the resolution from Consumer Care Executives, you may write or contact our Nodal Officer for all your impending concerns or unsatisfactory response.

<b>Name of Nodal Officer</b>	<b>Contact No.</b>	<b>E-mail ID</b>	<b>Postal Address</b>
Mr. Dheeraj Singh Bhadoria	0120-6175028	<a href="mailto:nodalofficer.bb@denonline.in">nodalofficer.bb@denonline.in</a>	236, Okhla Industrial Estate Phase 3, Near Modi Mill, New Delhi, Delhi 110020



# **TERMS AND CONDITIONS OF SERVICES OFFERED BY DEN BROADBAND**

## **1. Definitions**

1.1 "Subscriber(s)" means any person defined under General Clauses Act, 1899 who has subscribed to the Services by signing this Customer Application Form, limited by downloads and amount, it includes a person who is acting on or behalf of the Subscriber.

1.2 "Customer Application Form or CAF" shall mean a form duly filled by the Customer, inter alia, providing details of the Customer, Installation Address etc. for availing the Subscribed Services. Further, it shall also mean and include (i) this CAF bearing a unique combination of alphabetical/numerical numbers, that provides the Services, indifferent packages, currently being offered by DEN Broadband in the Territory, (ii) the Terms and Conditions; (iii) AUP; (iv) GTCs; and (v) PTCs and their corresponding service charges.

1.3 "DEN Broadband Private Limited" or "DEN Broadband" means a company incorporated under the provisions of Companies Act of 1956, having its registered office at 236, Okhla Industrial Area, Phase-III, New Delhi- 110020.

1.4 "Services" shall mean the broadband/high speed internet access and services offered by DEN Broadband.

1.5 "Subscription Charges" shall mean the rates, fees, charges, etc. applicable for Subscribed Services (including without limitation activation or installation fees, usage charges, deposits, advances; and applicable taxes, levies, etc.). As specified in the CAF and any other amount required to be paid by the Subscriber(s) to DEN Broadband.

1.6 "Subscribed Services" shall mean the package amongst the Services subscribed by the Subscriber.

1.7 "Territory" shall mean specified territory where the Subscribed Services are offered by DEN Broadband.

1.8 "Customer Premises Equipment or CPE" shall mean any electronics (Modem/WiFi Routers) provided by DEN Broadband to the Subscriber for accessing the Subscribed Services.

## **2. Scope**

2.1 Upon receipt of complete and duly signed CAF (including supporting documents to the satisfaction of DEN Broadband) and the realized subscription charges, the authorized representative shall make reasonable efforts to undertake the installation, activation and commissioning at the installation address within three (3) working days, subject to availability of the subscriber. The subscriber understands that DEN Broadband shall not be



responsible for any direct or consequential loss incurred or suffered by the subscriber due to delay in the installation/ activation /commissioning at the installation address.

2.2 DEN Broadband reserves the rights to reject any CAF in case the particulars provided therein are incorrect or for any other legally just and valid reason, without any liability whatsoever. In such eventuality, if the subscriber installation has taken place, the subscriber shall forthwith return the CPE in good working condition to DEN Broadband; if the Subscriber fails to return the CPE to DEN Broadband, then DEN Broadband shall have right to adjust the cost of the CPE, as per the prevailing market rates of such CPE, from any charges, payable to the subscriber. In the event, such cost or any other charge(s) is not recoverable from the Subscriber then DEN Broadband has the right to pursue appropriate legal action at the cost of expense of the Subscriber, against the Subscriber.

2.3 The Subscriber hereby agrees & acknowledges that in order to process the application for providing the Services to the Subscriber, DEN Broadband incurs an expenditure on various counts including processing the application and providing broadband/ high speed internet services to the Subscriber. In the event, the Subscriber unreasonably denies the processing of application post having applied or refuses to avail the broadband/ high speed internet services from DEN Broadband or causes any delay; it is acknowledged by the Subscriber that DEN Broadband shall suffer loss/ damage. The Subscriber agrees to compensate for the said loss/ damage by way of having consented the deduction of sum of Rs 500/- (Rupees Five Hundred Only) from the application money or any other sum being received by DEN Broadband. The same shall be a one-time & all-inclusive cost and shall be construed as a fair pre-estimate of damages with no further claims/ dispute by the Subscriber.

2.3 For Prepaid/ Post-paid Subscribed Services, if any, DEN Broadband shall provide the Subscribed services to the Subscriber till the validity of the Subscribed Services, i.e. for the value or term, as specified in the CAF, whichever expires earlier. Upon such expiry/ termination, the Subscriber shall cease to use the services immediately; however, the Subscriber shall be liable to pay the Subscription Charges besides any other outstanding dues payable to DEN Broadband till the date of disconnection.

2.4 DEN Broadband reserves the right, without any prior intimation to the subscriber any without any liability, (i) to replace or withdraw the subscribed services, (ii) change the duration of availability of the subscribed services, and (iii) modify charges for the Subscribed services.

2.5 By signing this CAF, the Subscriber explicitly agree and gives consent to DEN Broadband to receive SMS communication irrespective of Subscriber's mobile number registration under NDNC registry. The subscriber understands that the subscriber, directly or indirectly, shall not initiate any legal action or claim any monetary expenses against DEN Broadband or its SMS service provider/ partners/authorized agent for such communication/ SMS under applicable laws.



2.6 CPE provided by DEN Broadband for Subscribed Services will be the property of DEN Broadband and will charge the subscriber, as minimum sum of Rs. 1,500/- (Rupees One Thousand and Five Hundred only) (excluding applicable taxes) per CPE, if not returned or returned in non-working condition or is tampered with.

2.7 The Subscriber shall use the Subscribed Services in accordance with DEN Broadband's AUP. AUP means the current version of DEN Broadband's Acceptable use policy provided on its website (as may be modified/ changed by DEN Broadband from time to time).

### **3. Payment of Charges**

3.1 Subscriber acknowledges and agrees that it shall pay to DEN Broadband, the Subscription charges and other charges as an when they fall due; and agrees to pay all applicable statutory taxes related to the use of the subscribed services.

3.2 DEN Broadband shall not be liable to refund any amount to the subscriber when the services down or interrupted or suspended.

3.3 Payment shall be due on the due date mentioned on invoice/bill. All charges must be paid in full without any deduction, set-off or withholding. If the subscriber fails to pay any of the charges by the due date, DEN Broadband will be entitled to charge a minimum late fee for a sum of Rs. 100/- (Rupees One Hundred)(excluding applicable taxes) per month on the outstanding invoiced amount or a sum equivalent to 2% (two percent) on the cumulative outstanding amount, whichever is higher, until such cumulative outstanding amount is paid in full by the subscriber.

3.4 It will be subscriber's responsibility to inquire about Subscriber's outstanding due in case of non-receipt of invoice/ bill.

### **4. Use of the Subscribed Services**

4.1 The Subscriber shall at all times be responsible for the use Subscribed Services, which shall, without any limitation including any objectionable or obscene message or communication or material which are gartered/sent by the subscriber, which are violation of governing laws provided hereunder and/or and any other applicable laws. The subscriber further acknowledge that the internet contents unedited martial, some which may be obscene, sexually explicit of pornography in nature ,which are derogation of Indian laws, over which DEN Broadband has no control whatever. DEN Broadband accepts no responsibility whatsoever for access of such material by the Subscriber, which shall be at sole risk cost and liability of the Subscriber shall always indemnify DEN Broadband in the regards.



4.2 DEN Broadband reserve the right to disconnect and deactivate the Subscribed Services at any time without prior notice including in situations where the equipment /Home Modem etc. or software is interfering with DEN Broadband's other services. In case of any information provided by the Subscriber in CAF is false or incorrect, in such an event at any time DEN Broadband reserves the right to partially or fully withdraw/suspend/terminate the Subscribed services of the Subscriber without any notice to that regard.

4.3 The Subscriber is required to fully comply with the provision of all the applicable Indian laws as amended from to time.

## **5. Termination**

5.1 DEN Broadband shall have the right to terminate the services including the CAF, at all times, without any claim(s) against DEN Broadband and without any cause and prejudice to DEN Broadband's right as specified thereunder by serving a notice to the Subscriber as DEN Broadband may deem fit as necessary. However those clauses which are intending to survive the expiry or termination, shall survive such expiry and termination.

## **6. DEN Broadband Vigilance**

6.1 Notwithstanding anything contained in the CAF, for detection of unlawful activities with respect to the provision of the Subscribed Services, the Subscriber shall permit the authorized representatives, officials etc of DEN Broadband to enter the installation Address, at all reasonable hours, to undertake required inspection.

## **7. Representation, Warranties and Undertakings**

The Subscriber represents, warrants and undertakes to DEN Broadband that:

7.1 The subscriber is competent under law to execute the CAF.

7.2 The Subscribed Services shall be used solely for self-use at the Installation Address. The Subscriber shall not use the Subscribed Services for any commercial benefit including but not limited to relaying, retransmitting or redistributing the Subscribed Services to any third party.

7.3 The Subscriber shall promptly intimate in writing to DEN Broadband of any change in the details of information provided in the CAF.

7.4 The Subscriber shall at all times comply with any and all applicable laws.

## **8. Limitation of Liability**



8.1 DEN Broadband shall be liable to the Subscriber for any suspension or deactivation or termination of the Subscribed services in the accordance with the provisions of the CAF.

8.2 DEN Broadband shall not be liable to the Subscriber for any damage to property or person that may take place during or in connection with the Installation.

8.3 DEN Broadband shall not be liable to the Subscriber of any acts or commissions on the Subscriber's part.

8.4 DEN Broadband is not responsible for (i) any consequential or indirect damage or loss in relation to the Subscriber services. (ii) if the Subscribed services are temporarily suspended due to technical failure, modification, repair or testing and (iii) any change in DEN' Broadband's networks results in inability to provide the Subscribed Services to the Subscriber.

8.5 DEN Broadband takes no responsibility whatsoever for the content on the World Wide Web, or access for any content whatsoever for the Subscriber or any other person using Subscribed Service.

8.6 DEN Broadband shall not be liable for any failure or breakdown in the Subscribed Services or any loss or damage caused to the Subscriber due to Force Majeure conditions.

## **9. Miscellaneous**

9.1 Indemnification: The Subscriber shall hold DEN Broadband, it affiliates, contractors, distributors and the respective officers, employees and agents completely harmless and indemnified from and against any loss, claim, damage, liability or expense (including attorneys fees and other dispute resolution costs) to which DEN Broadband the Subscriber may become subject to under any applicable laws including without limitation all applicable anti- corruption laws, or under any claim made by third party, or otherwise, to the extent they relate to or arise out of the provision of the Subscribed Services under the CAF.

9.2 Assignment: The Subscriber shall not assign any rights or obligations under the CAF to any other party without the prior written consent of DEN Broadband. However, DEN Broadband may assign the rights or obligations under the CAF to any of its affiliates.

9.3 Notice: All notices given hereunder shall be given in writing, by personal delivery, or registered Post A.D. at the address of DEN Broadband and the Subscriber set forth in the CAF. Notice given by registered post AD shall be deemed delivered on the third day from the date on which such registered post A.D. was sent.

9.4 Waiver: No failure to exercise and no delay in exercising any right power or remedy under the Subscriber remedy preclude any other or further exercise of that or any other right, power or remedy.





9.5 Saving Clause: If any provision of this CAF, becomes invalid or unenforceable, in whole or in part, the validity of the remainder of the CAF shall not be affected, DEN Broadband and the Subscriber shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

9.6 Governing Laws and Jurisdiction: The terms and conditions of this CAF shall be governed by and construed in accordance with the laws of India. The courts at Delhi, India shall have exclusive jurisdiction to entertain any disputes arising out of relating to the CAF to the exclusion of all other courts.

9.7 Dispute resolution: Any dispute between DEN Broadband and the Subscriber arising out of or in relation to the CAF shall be referred to arbitration by a sole arbitrator to be appointed by DEN Broadband. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996. The venue of the arbitration shall be New Delhi and language shall be English.

9.8 Entire Agreement and Amendments: The CAF constitutes the entire understanding between DEN Broadband and the Subscriber. DEN Broadband reserves the right to modify, change or amend any or all of the terms and conditions contained hereinabove from time to time without prior intimation.

**General Instructions:**

1. Please use printed Customer Application Form (CAF).DO NOT USE PHOTOCOPY.
2. CAF should be filled up in consultation with authorised representative of DEN Broadband.
3. Subscription charges shall be paid to DEN Broadband either directly through online/internet medium or to the authorised representative of DEN Broadband through cheque in favour of “DEN Broadband Private Limited” or in cash to the representative of DEN Broadband by each subscriber. A copy of CAF acknowledgement receipt shall be given to each Subscriber(s) for claims/refund, in the absence of which no such claims/refund will be entertained.
4. The authorised representative will carry an identity card with a photo. It is agreed & understood that it will be the responsibility of the Subscriber to check/to have checked such identity of the authorised representative; Subscriber can ask authorised representative for valid government ID like PAN card, driving license etc. to verify his/her identification and DEN Broadband will not be responsible for any Subscriber’s claims/actions/demands against DEN Broadband due to default of non-authorised person claiming to be DEN Broadband’s representative.
5. Bill delivery: The Subscribers who do not choose the option for physical copy shall be provided with an e-bill which shall be sent to the registered email ID of such Subscribers as mentioned in CAF.



6. Please attach self-attested photocopies of supporting documents along with Subscriber Registration Form as per policy of DEN Broadband, as amended time to time.
7. These Terms and Conditions along with the Acceptable Use Policy("AUP"), General Terms & Conditions("GTCs") & Product Terms & Conditions ("PTCs") displayed at the time of first login will govern the subscribed services.

If any subscriber intends to avail our services, but have shifted the premises, the following terms and conditions are applicable herewith:

- 1) The Subscriber who intends to shift its active Broadband connection from its existing address to any other address/ place or premise etc. within the same city shall completely fill up, sign and submit the prescribed form to DEN Broadband Private Limited and/ or its authorized representative clearly mentioning the new address on the said form. The Subscriber hereby notes that the non-active connections shall be activated first and then should be applied for shifting.
- 2) The Subscriber shall submit a valid self-attested copy of its Address Proof to DEN Broadband Private Limited and/ or its authorized representative along with Form, which shall be in accordance with the documents as prescribed by Government of India.
- 3) The Subscriber unconditionally agrees that it shall be allowed to shift its Broadband connection at any other address/ place or premise etc., only within the same city and provided that DEN Broadband Private Limited offers its Broadband services in that location/ area. However, the ultimate & final decision in all situations to provide the said services at new address/ place or premise etc., to the Subscriber shall vest with DEN Broadband Private Limited only.
- 4) The Subscriber shall fill the said form in original and submit the same to DEN Broadband Private Limited and/ or its authorized representative. No photocopy of the same is permissible. Further, any incomplete forms shall be liable to be rejected.
- 5) The Subscriber shall pay all its outstanding dues to DEN Broadband Private Limited before submitting the form and shall carry the Customer Premise equipment (CPE) along with it to the proposed Address.
- 6) The CPE shall be free from any defects/damages at the time of shifting. In case of defects/damages, the Subscriber shall obtain a new CPE for a sum of Rs 2,000/- (Rupees Two Thousand Only) (excluding taxes)from DEN Broadband Private Limited.
- 7) The Subscriber acknowledges & agrees that above-mentioned terms & conditions are in addition to the terms as signed by the Subscriber at the time of applying a new connection for availing the Broadband services from DEN Broadband . Further, in the event of any conflict between the terms & conditions mentioned hereinabove and terms of the Customer Application Form (CAF) being signed by the Subscriber, the terms of the CAF shall prevail and shall override these terms & conditions.



## **COMPLAINT REDRESSAL MECHANISM**

In case of any grievances, a subscriber may please contact at our customer care number for redressal of the same or e-mail or send written complaint through post or courier for redressal of the same within the period as specified under the Quality of Service Broadband Service Regulations, 2006 including amendments thereof.

<b>Customer Care Number</b>	<b>E-mail ID</b>	<b>Postal Address</b>
18004196600 (Toll Free)	<a href="mailto:carebroadband@denonline.in">carebroadband@denonline.in</a>	236, Okhla Industrial Estate Phase 3, Near Modi Mill, New Delhi, Delhi 110020

If a subscriber is not satisfied with the resolution provided by our customer care centre or there is any impending grievance, a subscriber may further contact our Nodal officer for resolving the same within the period as specified under the Quality of Service Broadband Service Regulations, 2006 including amendments thereof.

<b>Nodal Officer</b>	<b>Contact No.</b>	<b>E-mail ID</b>	<b>Postal Address</b>
Mr. Dheeraj Singh Bhadoria	0120-6175028	<a href="mailto:nodalofficer.bb@denonline.in">nodalofficer.bb@denonline.in</a>	236, Okhla Industrial Estate Phase 3, Near Modi Mill, New Delhi, Delhi 110020

Where a subscriber is not satisfied with the redressal of his complaint by the Complaint Centre, or his complaint remains unaddressed or no intimation of redressal of the complaint is received within the period specified above, such subscriber may appeal with the appellate authority for redressal of the complaint either in person or through e-mail or facsimile or post or courier within 30 (thirty) days.

Appellate Authority may entertain an appeal after the expiry of the said period of 30 (thirty) days but before 3 (three) months from the expiry of the time limit specified above, only if it is satisfied that there was sufficient cause for not filing it within that period.

No fee shall be charged from a subscriber for filing an appeal before the Appellate Authority. Appellate authority will resolve the appeal within 30 (thirty) days of receipt of the appeal.

<b>Particulars</b>	<b>Contact No.</b>	<b>Details</b>
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Appellate Authority	011 – 40522143	Mr. Neeraj Kumar, Address: 236, Okhla Industrial Estate Phase 3, New Delhi- 110020 Email Id: <a href="mailto:appellateauthority.bb@denonline.in">appellateauthority.bb@denonline.in</a>
Advisory Committee	011-40522144	Mr. Gaurav Reja, Address:- 236, Okhla Industrial Estate Phase 3, New Delhi-110020 Email Id: <a href="mailto:advisorycommittee.bb@denonline.in">advisorycommittee.bb@denonline.in</a>

We shall ensure the following:

- A unique Docket Number / Complaint Reference Number is provided to the customer for all the complaints.
- Retain details about complaints for each docket number for a minimum period of three months.
- Complaint centre shall communicate through call, email or SMS the subscriber, the docket number, date & time of registration of complaint and likely resolution time of the complaint to the subscriber upon receipt of such complaint.
- Redressal of the complaints and service requests shall be taken in accordance with the time frame as specified under the Quality of Service regulations issued by TRAI, and for those cases wherein such time frame is not specifically defined shall be addressed within time period not exceeding three days.
- On completion of action on a complaint, details of action taken on the complaint shall be communicated to the customer and the same shall be updated in our system.
- Right to continue to avail services in case of shifting premises, subject to the terms and conditions as specified by DEN Broadband.



## **RIGHTS OF CONSUMERS AS PRESCRIBED BY THE AUTHORITY**

- Right to avail services in accordance with the Quality of Service (QoS) parameters prescribed by TRAI from time to time.
- Receive unique docket number for every complaints registered by subscriber.
- The details of Appellate Authority are to be provided to the subscriber by the Contact Centre executive upon subscriber request.
- Request termination of service by sending a written request through email or by contact the customer care number of the company. (Subject to return / recovery of the Customer Premise Equipment (CPE) and post reconciliation of invoice after adjusting the outstanding dues and security deposit)
- 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.
- Right of subscribers for termination or disconnection of service: however obliged to make payment of all the bills in respect of services availed by him.
- Right to lodge a complaint with the complaint centre established by the Company and approach an appellate authority in case of non-redressal of complaint by complaint centre.
- Get the complaints escalated to Contact Centre within the prescribed time limit as defined in Quality of Service Regulations of TRAI.
- To view all tariff plan details, please visit our website [www.denbroadband.in](http://www.denbroadband.in)

\*For further details, please visit [www.traigov.in](http://www.traigov.in)

## **QUALITY OF SERVICE PARAMETERS SPECIFIED BY THE AUTHORITY IN RESPECT OF EACH OF THE SERVICES**

Please visit [www.traigov.in](http://www.traigov.in) to refer the Quality of Service Broadband Service Regulations, 2006 including amendments thereof.



## **QUALITY OF SERVICE PARAMETERS PROMISED BY THE SERVICE PROVIDER IN RESPECT OF ANY OF THE SERVICES**

The services provided by DEN Broadband are in compliance with the parameters specified by the Authority.

Please visit [www.trai.gov.in](http://www.trai.gov.in) to refer the Quality of Service Broadband Service Regulations, 2006 including amendments thereof.

## **DETAILS OF EQUIPMENT OFFERED BY DEN BROADBAND**

DEN Broadband is offering CPE of the following vendors:

1. Skyworth D2.0 WIFI
2. Xperio D2.0 WIFI
3. Changhong D2.0 WIFI
4. Changhong D3.0 WIFI
5. Thomson D2.0 without WIFI
6. Cisco D2.0 without WIFI
7. Cisco D3.0 without WIFI
8. Thomson D3.0 without WIFI
9. Cisco D3.0 WIFI
10. Tenda M150 WIFI
11. DLink WIFI