



Mangalore Broadband Network [P] Ltd.
It's different

TELECOM CONSUMER CHARTER & CONSUMER COMPLAINTS



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1. NAME & ADDRESS OF THE SERVICE PROVIDER

Name: Mangaluru Broadband Network Pvt. Ltd.

Registered Office:

**Mangaluru Broadband Network Pvt. Ltd.
Top Floor, Trade Center,
Bunts Hostel Road, Jyothi,
Mangalore - 575 003**

Corporate Office :

**Mangaluru Broadband Network Pvt. Ltd.
Top Floor, Trade Center,
Bunts Hostel Road, Jyothi,
Mangalore - 575 003**



2. SERVICES OFFERED & COVERAGE

Currently Mangaluru Broadband Network Pvt. Ltd., provides the Following Services under the Brand Name-MBNL

B class ISP Licence Holder (State Level)

-
- **Broadband Services.**
- **Internet Lease Line Services.**

Our services are available in the following Cities:

Dakshina Kannada Telecom Circle

Mangalore , Belthangady , Areas of Dakshina

Kannada District

Further details are available on our website www.mbnlv4.com



3. GENERAL TERMS & CONDITIONS

REGULATORY TERMS GOVERNING INTERNET BANDWIDTH SERVICE

- The Terms and conditions mentioned herein shall form an integral part of the services being rendered and shall be binding on the Customer.
- The Customer undertakes to fully comply with all applicable laws and regulations including without limitation, the provisions of the Indian Telegraph Act 1885, the Indian Telegraphs Rules, 1951 made thereunder, Indian Wireless Act 1933, Information Technology (IT) Act 2000 and TRAI Act 1997 and any subsequent amendments or replacements made thereto from time to time.
- The Customer shall ensure that the Services provided by MBNL shall not be used for any purposes other than the purposes permissible under the applicable statutory or regulatory provisions as may be amended from time to time by the Telecom Regulatory Authority of India and Department of Telecommunications, Government of India.
- The Customer shall be responsible to obtain its own IP address and domain name from the competent authorities. In case the IP addresses are taken from MBNL, the same are not assignable or portable and shall be mandatorily returned to MBNL on the termination of the Services.
- The Customer agrees and undertakes not to use the Services for any of the following activities:
 1. Voice communication by means of dialing a telephone number (PSTN/ISDN/PLMN).
 2. Originating the voice communication from a telephone in India.
 3. Terminating the voice communication at a telephone within India.
 4. Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ ISDN/PLMN in India.
 5. Use of dial up lines with outward dialing facility from nodes.
- The Customer is permitted to use encryption upto 40 bit key length in the RSA algorithms or its equivalent in other algorithms without having to obtain permission. However, if the encryption requirement is higher than this limit, the Customer shall obtain the permission of the concerned Telecom Authority and shall deposit the encryption key, split into two parts, with such Telecom Authority.
- MBNL may block internet sites as identified and directed by the Department of Telecommunications, Telecom Authority or any other authorised agency from time to time
- Customer has given MBNL to understand that the required measures are taken by Customer to ensure that spam/malicious traffic is not generated from customer end. Anytime spam activity/unwanted/malicious is observed from customer link, MBNL will terminate the link immediately without any further notice.
- Customer agrees that Mangaluru Broadband Network Pvt. Ltd. must be used only for lawful purposes. Customer may not use MBNL's Network and Services in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is fraudulent, obscene, defamatory, libelous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component, (d) containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations or (e) generally, in a manner that may expose MIPL or any of its personnel to criminal or civil liability (f) send e-mail messages which are excessive and/ or intended to harass or annoy others, (g) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (h) send e-mail with forged TCP/IP packet header information, (i) send malicious e-mail, including, without limitation, "mailbombing", (j) hijacking of IP space or (h) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider.
- The Customer shall maintain a log of all users availing the Services (either through mail, telnet, http, etc.) and shall also maintain a log of every outward login or telnet through its computers. These logs, as well as copies of all the packets originating from the Customer Premises Equipment ("CPE"), must be available in real time to the concerned Telecom Authority. The Customer undertakes not to permit log-ins, where the identity of the logged-in user is not known.
- MBNL warrants that the Services shall be of the acceptable grade, consistent with the established and generally accepted standards. Quality, functionality and/or availability of the services, may be affected and MIPL is entitled to refuse, limit, suspend, vary or disconnect the services, at any time, for reasonable cause, including, but not limited, to the following:-
 1. Any violation of applicable rules, regulations, orders, directions, notifications, conditions of License Agreement etc. issued by the Government/Telecom Regulatory -- Authority of India ("TRAI") etc; any discrepancy in the particular(s) provided by the Customer;



2. if the Customer is in default (including past defaults) in making payment for the Services or for any other telecom service provided by MBNL;
3. during technical failure, modification, up-gradation, variation, relocation, repair and/or maintenance of the systems/equipment;
4. to combat potential fraud, sabotage, willful destruction, national security or for any other force majeure reasons etc;
5. Transmission limitations caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitations and/or due to non-availability of suitable technical sites to install/upgrade network.
6. Due to acts to God or circumstances beyond the control of MBNL Including insurrection or civil disorder, or military operations, national or local emergency, industrial disputes of any kind (whether or not involving MBNL employees), fire, lightning, explosion, flood, inclement weather conditions, acts or commission of person or commission of person or bodies for whom MBNL is not responsible or any Act, Regulation or Policy of the Government of India or State Government or any other Statutory Authority.
7. if Services are used in violation of any law, rule/regulation; or for a purpose other than declared by the Customer at the time of subscription.
8. interconnection failure between MBNL and other service provider(s);
9. Any bonafide action taken by MBNL to protect its Intellectual Property Rights (IPR) .
 - The customer agrees that he shall not undertake or engage in re-selling of services availed from MBNL under any circumstances unless the customer holds a valid ISP license issued by DoT.
 - MBNL may change, amend or revise the above regulatory terms and conditions at any time as and when necessary in order to comply with any statutory, legal or regulatory requirements and the Customer agrees to abide by such modified terms and conditions. Such changes, amendments or revisions shall be deemed to be effective upon posting an updated and duly dated regulatory compliance to the Customer via email, fax, post or through any other medium opted by MBNL.
 - In the event the Customer installs any wi-fi network of its own, the Customer:
 1. Shall inform the same to MIPL.
 2. Undertakes to use the secured wi-fi network connection to avoid any misuse.
 3. Undertakes that he shall be solely responsible for any use/misuse of due to any wi-fi installation.
 4. Is required to set up and maintain its own authentication for its internet usage / Wi-Fi services.
 5. Undertakes to keep a log of all the events on wi-fi network for a period of at least one year and shall provide the same to the regulatory and/or security agencies



4. SURRENDER PROCESS

- **If a customer wants to terminate his connection, then he has to email to our registered e-mail Id (mbnlv4diginet@gmail.com / info@mbnlv4.com)**
- **Mail is forward to the CSD department for further process.**
- **CSD raises a ticket for dismantling the device from customer's place.**
- **Ticket is forward to the technical team to dismantle the device.**
- **Once the device is dismantled same is submitted to the store for confirmation.**
- **Dismantle sheet is prepared by the tech team and submit the same to accounts team and CSD team.**
- **Accounts team prepares the refunding process , if applicable as per terms and conditions and CSD team close the customer account permanently .**

5. TERMINATION

- The termination of the services by the Subscriber shall be governed by the directives of the TRAI from time to time. In the event of the Company discontinues its services in a particular service area or is desirous of terminating the services of a particular Subscriber/Customer; such termination shall be done with 30 days prior intimation to the Subscriber/Customer.
- Not with standing anything contained herein, the Company shall be entitled to immediately terminate the services of a particular Subscriber/Customer and/or wholly or partially disconnect the Services to be provided pursuant to the, on the occurrence of any of the following:
 1. The Government, TRAI or any regulatory Authority suspends, terminates, nationalizes or takes over the license or the Services temporarily or otherwise.
 2. At any time the Subscriber/Customer fails to satisfy the requisite credit checks or provides fraudulent information to the Company pursuant to which Services have been provided.
 3. The Customer fails to pay the subscription or the Charges due.
 4. If the Customer commits breach of any of the terms of this Customer Application Form and does not remedy the breach within seven (7) days of the receipt of a written notice from the Company specifying the breach.
 5. If the Customer uses the Services for committing for any unlawful, illegal, immoral or abusive purposes or for sending obscene, threatening, harassing messages or sending message or communications that affect/infringe national interest, nor create any damage or risk to Company or its Network and/or other Customer(s).
 6. Termination of this Customer Application Form under the preceding provision shall be without prejudice to any right or remedy available to the terminating party under the applicable law or statute and the Company shall be entitled to recover all outstanding charges and dues from the Customer
- Mangaluru Broadband Network Pvt. Ltd. reserves the right to suspend the Services with prior intimation, in the event, the Customer fails to resubmit the Customer Application Form (including Customer Photograph), Proof of identity & Proof of Address as requested by Mangaluru Broadband Network Pvt. Ltd. from time to time. Mangaluru Broadband Network Pvt. Ltd. may also request for the re-submission of Customer Application Form (including Customer Photograph), Proof of identity & Proof of Address, if the earlier documentation submitted by the Subscriber is badly mutilated, illegible or has been declared not valid or compliant as per the guidelines issued by the Department of Telecommunications (from time to time).



6. COMPLAINT REDRESSAL MECHANISM





7.

DETAILS OF APPELLATE AUTHORITY

Appellate Authority	Address	Contact Details	Email id
Assam & NE			
Mr. Jithendra Rao	Mangaluru Broadband Network Pvt. Ltd. Top Floor, Trade Center, Bunts Hostel Road, Jyothi, Mangalore - 575 003	Contact No: +91 98452 45196 +91 98440 87808	mbnlv4diginet@gmail.com / info@mbnlv4.com



8. GENERAL INFORMATION NUMBER AND CONSUMER CARE NUMBER

- **For any general information customer can contact us on +91 98452 45196 and +91 98440 87808**
- **Customer can also mail us on mbnlv4diginet@gmail.com or info@mbnlv4.com**
- **Customer can also check our website for www.mbnlv4.com for latest updates.**

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