# Pegasuswave Pvt. Ltd.

F-53, RMC, New Bus Stand, Karimpur, Nadia,
West Bengal - 741152
Email: care@pegasuswave.com

## Security and IP usage undertaking

1.  Customer Name : _____

2.  Subscriber ID/Invoice Number : _____

3.  Installation Address : _____

    _____

    _____

4.  Customer IP Address Block :

    | | |
    |---|---|
    | | |
    | | |

5.  Contact
    a.  Person Name : _____
    b.  Telephone number : _____

6.  Are you a Service Provider ?

    | Yes | | No | |
    |---|---|---|---|

    If yes, please specify:
    a.  Type of Service Provider : _____
    b.  License Type : _____
    c.  License Number : _____
    d.  Validity till : _____
    e.  Date of Issue : _____

7.  Internet connection details
    a.  Termination device :

    | | |
    |---|---|
    | | |

    b.  Others (Please Specify) : _____

8.  Other Communication link and reason: _____

    Customer's Signature & Stamp : _____

# Security and IP usage undertaking

**Terms and Conditions**

1. As per the License obligations and conditions thereof, I/We hereby agree for the prohibition of the under mentioned activities (but not limited to the following):

    a. Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ISDN/PLMN/GMPCS network in India, Interconnectivity with other ISPs.

    b. Use of any Hardware / Software which are identified as unlawful and/or render network security vulnerable.

    c. Sending Unsolicited Bulk Email (UBE) wherein the recipient's personal identity and context are irrelevant and recipient has not verifiably granted deliberate, explicit and still revocable permission for it to be sent.

    d. Using the Service in any manner so as to harass, threaten, abuse, embarrass, or cause distress/unwanted attention or discomfort to any person or entity (sending e-mail or instant messages to harass or threaten an individual particularly related to gender).

    e. Using the service in violation of the Law or anti national, in aid of any unlawful act, interfere with our network, Intellectual property violation such as piracy; fraud and scams such as 'phishing', resorting to hacking for modification of programs and data or damage to intangible property by way of fraud.

    f. Unauthorized and/or illegal access to other computers, accounts, networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems.

2. Pegasuswave Private Limited may block internet sites and/or terminate the Service of the Customer, as directed by the Telecom Authority from time to time.

3. The customer agrees to allow Pegasuswave Private Limited, DoT, TRAI and/ or its designated agencies to inspect the premises for periodical inspection. A record of complete network diagram of set up along with details of connectivity shall be kept readily available at the site.

4. The Customer shall maintain a log of all users connected and the service they are using (mail, telnet, http etc.). Customer must also log every outward login or telnet through their computers. These logs, as well as copies of all the packets originating from the Customer Equipment, must be available to Telecom Authority. Type of logins, where the identity of the logged-in user is not known, should not be permitted.

5. As per the DoT directive No 820-01/98-LR/Vol. (IX) Pt. I dated 01.10.2013; Customer shall also store details in relation to following parameters in the SYS LOG of Network Address Translation (NAT) for Internet Access for minimum period of one year, if any NATTING is done by it. Required parameters are – 1) Start Date (mm:dd: yyyy) and Time (hh:mm: ss), 2) End Date (mm:dd: yyyy) and Time (hh:mm: ss), 3) Source IP address, 4) Source Port, 5) Translated IP address, 6) Translated port, 7) Destination IP address, 8) Destination Port

6. Unless expressly stated herein, Pegasuswave Private Limited makes no express or implied warranties, guarantees, representations, or undertaking, whatsoever, regarding the Service or Customer Equipment, etc. which are provided by it.

7. The Customer shall provide necessary support to Pegasuswave Private Limited, TRAI, DOT or any other Government Agencies to counteract espionage, subversive act, sabotage or any other unlawful activity.

8. Pegasuswave Private Limited reserves the right to disconnect the Service in case there is sufficient evidence of the Customer's intentionally or unintentionally using the Service in the manner which would adversely impact/affect network or infrastructure of Pegasuswave Private Limited.

9. Pegasuswave Private Limited assumes no responsibility, and assumes no liability for, the security and integrity of data or information a user transmits via the Service or over the internet, including data information transmitted via any server designated as "secure." Pegasuswave Private Limited does not monitor, exercise control over, or accept responsibility for the content of information passing through Network. Pegasuswave Private Limited will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

10. Customer shall be responsible for the activities of its own customers (in case of an ISP) or end-users by accepting Service from Pegasuswave Private Limited.

11. Pegasuswave Private Limited may change, amend or revise the above 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 effective upon posting to the Customer via email, fax, post or through any other medium opted by Pegasuswave Private Limited.

12. Customer agree to defend, Indemnify, and hold harmless Pegasuswave Private Limited against any and all liabilities incurred, such as losses, damages, cost and expenses due to our failure to comply with applicable law.

I/We declare that the above information provided is correct and the above-mentioned connectivity will be used within the framework of regulatory conditions and the applicable laws only.

This Declaration shall form part of agreement under which the services have been taken from Pegasuswave Private Limited, and all terms and conditions of the said agreement would apply equally to this declaration.

(Signature of Customer with Stamp)

Name: _____

Place: _____     Date: _____

# *SMTP APPLICATION FORM*

NAME OF CUSTOMER : _____

ADDRESS : _____

_____

TECHNICAL CONTACT      NAME: _____

PHONE: _____

MAIL ID: _____

ADMINISTRATION CONTACT      NAME: _____

PHONE: _____

MAIL ID: _____

IP ADDRESS DETAILS : _____

DECLARATION    : WE DO HEREBY DECLARE THAT WE WANT SMTP FACILITY ON ABOVE MENTIONED STATIC

IP & WE DO HEREBY TAKE RESPONSIBILITY FOR THE SAME.

AUTHORISED PERSON'S NAME: _____

SIGNATURE : _____

STAMP :