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# **Section 1: The Service**

- These terms and conditions apply to "MeetingKaro" services under ConVox brand (the "Service"). Please read this agreement (the "Agreement") before using the service in whole or in part. In this agreement, "We" or "Us" relates to **Deepija Telecom Pvt. Ltd**. or their partners and "You" or " Customer " relates or organization receiving the service. Also, acknowledge that these terms and conditions may vary from time to time. Notification will be provided in this case, unless variations were made due to a change in law or regulation.
- You acknowledge that although we will take all reasonable steps to make sure you receive the service as described in the product documentation, The service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the service at certain times. Despite any other provision of these Terms and Conditions or the Service Description, Deepija Telecom Pvt. Ltd. will not be liable to you, or any person claiming through you, in contract, tort or otherwise (including negligence) for any loss or damage arising from suspension of the Service or any faults arising in the Service in accordance with this agreement.
- All Customers are assigned a unique account number and password. The customer should keep confidential all
  passwords, the customer is given in connection with the service. The customer acknowledges that Deepija
  Telecom Pvt. Ltd. will disclose any information in connection with the customers accounts to any person who
  correctly quotes the customers password.

# Section 2: Charges and Billing

- Fees and charges applicable to your service on monthly basis. They will commence from the date of activation from Deepija or its partner.
- Fees for Billing shall be in Advance on a "monthly" basis as subscribed by you.

- Please be advised that calls will be mapped to the Channels of PRI Line, Analog Line or GSM SIMs of
  Telecom Operators (Carriers). We bear no responsibility for the methods used by our underlying carriers
  in mapping domestic or international calls e.g. calls made to/from disputed domestic/international
  territories will be mapped in a manner that would see calls terminate in different zoning units. Accordingly,
  Telecom Operator makes no guarantee that calls will be mapped to destinations according to your
  expectations.
- Any subscription charges are payable Monthly in advance.
- Invoicing: You will get Invoice Monthly via your registered e-mail address. If you do not receive your invoice, it is your responsibility to notify us immediately. Invoice will be sent either as a pdf or text file. If you request an archived or hard copy invoice additional charges may apply
- MeetingKaro provides its service on prepaid basis only. You can deposit money into Deepija account by bank transfer or cheque
- You agree to comply with our 'fair use policy' at all times, deviation will be completely yours(Customer)
  responsibility.
- We reserve the right to make changes to or close Pricing Plans at our discretion. Any Pricing Plan change
  that may be detrimental to the customer will be communicated via email to the customers nominated
  email address a minimum of 21 days before becoming effective.
- Your term begins when you are first connected to our MeetingKaro Cloud Audio Conference Service and continues for the period of time until you disconnect. The service will be disconnected within 30 days of receipt of your notification for disconnection. Service Provider may suspend, restrict or disconnect the service under varying circumstances. A final invoice will be issued after disconnection and you must pay all fees and charges you incurred using the service, up to the date of disconnection.
- You agree that all Charges incurred by you in using the Service are your responsibility, irrespective of
  whether you or another person (with or without your consent) used this Service i.e. to incur charges
  without your knowledge.
- Your invoice will be calculated by reference to data recorded or logged by Service Provider. Records held
  and call-logging procedures adopted by the service Provider will be conclusive evidence of the usage of
  the Service and the charges payable by you.

### **Section 3: Allotment of Phone Number**

In some cases service provider provides the phone number. The Phone No. Provided by the service provider will never be claimed by the customer as it is Service Provider Ownership, whose allotment is controlled by the Service Provider

In certain unavoidable cases, like dispute with Telecom Operator, Cable disconnection, or any Telecom issue, the Service Provider keep the right to change the Phone No. of the Customer at any point of time. In that case, the Customer can continue using our service with new no. or discontinue it. The Service Provider accept no responsibility for any type of claim by the Customers(s) in this regards.

# **Section 4: Fair Use Policy**

Its Customer sole responsibility to use our Hosted services for fair use only.

The Customer, by signing this agreement, is understood that they are following Govt. of India Rules & Regulations in all respect.

In case of misuse of the Service Provider Hosted Service, against Govt. Rules will completely Customer responsibility. The Service Provider will have all the rights to withdraw the services and inform this misuse to concerned government authorities.

# Section 5: Suspension and termination of service

• If, in Service Provider opinion, you breach any of the terms and conditions of this agreement, we may suspend, terminate or limit your access to the service and terminate this agreement effective immediately. The termination of the service shall not preclude Service Provider from exercising any other rights Service Provider may have against you under this agreement.

#### Immediate suspension, limitation and termination in our absolute discretion:

Although we will try to give you as much notice as is reasonably practicable, we may, if we choose (and without notice) immediately: Suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary; You will be responsible for any costs incurred in Becoming Insolvent, or if you are a partner, the partnership ceases.

### Suspension, limitation and termination with notice:

In addition to our rights above, we may, by giving you reasonable notice (in any event at least 30 days' notice): Suspend or limit the Service (or any feature of it) for such period as we determine is reasonably necessary; or Terminate this Agreement.

# Section 6: Your right to terminate this Agreement

You may terminate this Agreement by giving us 30 days notice by contacting us on or E-Mail ID <a href="mailto:support@deepijatel.com">support@deepijatel.com</a> between 9am – 5.30pm, on any Business Day. You must clear all the invoice balance for usage of service for termination to take effect.

#### Section 7: Disclaimer of warranties

• The service is available "as is". We do not warrant that the service will be uninterrupted or error-free. There may be delays, omissions, interruptions, loss of connection and inaccuracies in the service, information provided by the service or other materials available through the service.

### **Section 8: Limitations of liability**

• The Service Provider and their respective officers, directors, employees, representatives, partners, subsidiaries, affiliates, agents, or licensors are not liable for losses or damages of any kind whether direct, indirect, incidental, consequential, special, punitive or exemplary, and whether tangible or intangible in nature including lost revenues or profits, loss of business or loss of data, in any way related to the service or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the service (including without limitation as a result of breach of any warranty or other term of this agreement) even if such damages, claims, losses or injuries were foreseen or foreseeable. To the extent that an liability is not legally capable of being excluded, any claim against us arising out of contract, tort or otherwise shall be strictly limited to the amount you paid, if any, for use of the service.