

# **Terms of Use**

## **Tata Teleservices Limited & its subsidiary companies (Hereinafter collectively referred as 'Tata Teleservices' or 'TTL')**

### **Acknowledgement of Terms:**

When you access this site, you acknowledge that you have read the terms set forth below and the Privacy Policy, uploaded separately on the website and have clearly understood and unconditionally agree that access to this site is subject to the terms set forth herein. However, if you do not agree to the terms set forth herein or in the Privacy Policy, you should exit this site and stop usage of our services immediately.

### **Application of Terms of Use:**

The terms herein shall apply to all the legal entities comprising of Tata Teleservices Limited and its subsidiary companies namely Tata Teleservices (Maharashtra) Limited, Tata Tele NXTGEN Solutions Limited, TTL Mobile Private Limited. & NVS Technologies Limited and shall include such subsidiary company/s that may come into existence in future.

### **Copyright:**

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2. The material is used for non-commercial purposes only.

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### **Restrictions on usage of contents of website:**

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**Limitation of Liability:**

TTL is not liable for any direct, indirect, special, incidental or consequential damages arising out of the use or the inability to use the material on this site. This includes but is not limited to the loss of data or loss of profit, even if TTL was advised of the possibility of such damages.

Notwithstanding anything contained in these Terms of Usage, TTL shall not be held responsible for any loss, damage or misuse of your Personal Information. Neither TTL nor its directors, employees or agents shall be liable for any loss, damage or expense or legal proceedings arising out of any access to, use of this site or any website linked to this site.

**Links:**

While this Web site may contain links to third-party sites, TTL is not responsible for the content of any linked sites. TTL provides these links as a convenience and does not endorse the companies or contents of any linked sites.

**Product Availability:**

The availability of the products described on this site, and the product descriptions, may vary from region to region. Consult your TTL Account Executive for specific product information.

**Your usage of our services:**

In accordance with 'The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021' ('Rules'), you are prohibited, in specific, to host, display, upload, modify, publish, transmit, store, update or share any information while using TTL's services, which –

- belongs to another person and to which the user does not have any right;
- (is defamatory, obscene or pornographic, is paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force and/ or any unlawful information, which is prohibited under any law for the time being in force including but not limited to in relation to the interest of the security of the State; decency or morality; in relation to contempt of court; defamation; incitement to an offence relating to the above, or any information which is prohibited under any law for the time being in force;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
- contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource &
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person

**Consequences for violation of Rules:**

In case of non-compliance with the Rules, we have the right to terminate your access or usage rights to the computer resource immediately or disable access to and/ or remove non-compliant information, as the case may be, without any notice to You.

**Indemnity:**

You shall indemnify and keep indemnified the Company and its officers, directors, employees, affiliates and agents against any and all claims (including third party claim), losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which TTL may incur on account of breach or alleged breach of the terms and conditions herein. This indemnification shall survive termination of your relationship with TTL or you ceasing to use the site at any point of time, irrespective of the relationship with TTL.

**Your Submission:**

Any material, information, or idea submitted or posted on this Website by You or submitted to TTL during the course of receiving services from TTL will be considered non-confidential and non-proprietary. TTL may share or otherwise use your submission for any purpose whatsoever subject to its Privacy Policy. If any of the information submitted constitutes sensitive personal data or information [information], you agree that TTL may transmit such information across national and international boundaries for any TTL business purpose. Such information will be treated as set forth in our Privacy Policy

**Jurisdiction and Choice of Law:**

All claims or issues regarding this Web site shall be governed according to the laws of India. Any legal action concerning these Terms or this Website must be brought within one (1) year after the claim or cause of action arises and must be brought in the city of Mumbai, India, failing which the claim to such legal action shall be deemed to have been irrevocably elapsed or waived off

**Grievance Redressal Mechanism:**

Following have been appointed as the Grievance Officer for the respective regions under 'The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021' ('Rules'), coordinates whereof are as below:

Grievance Officer	Contact	Generic Email ID	Region	Telecom Circle/ States
Satish Kurup	(22) 67476360	Grievance@tatatel.co.in	Mumbai	Mumbai
Abhishek Rajput	(120) 6696000		North & East	Delhi, UP, Haryana, Punjab, HP, Rajasthan, Kolkata, West Bengal, Bihar, Jharkhand, Odisha, Uttarakhand
Deepa Gulabani	(20) 66005457		West	Rest of Maharashtra (other than Mumbai), Gujarat, Madhya Pradesh, Chhattisgarh, Goa
Thiyagarajan R	(80) 66689121		South	Karnataka, Tamil Nadu, Andhra Pradesh, Kerala, Telangana

You may make a complaint against violation of the provisions of this rule or any other matters pertaining to the computer resources to the Grievance Officer named above, which shall be dealt with in accordance with 'The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021'.

Besides, the Grievance Officer shall receive and acknowledge any order, notice or direction issued by the Appropriate Government, any competent authority or a court of competent jurisdiction and shall action the same appropriately, which may include taking all reasonable and practicable measures to remove or

disable access to such content which is hosted, stored, published or transmitted in violation of the applicable Rules and Regulations.

**Notices:**

1. Should you wish to correspond with TTL, please address your correspondence at: -

**D-26, TTC Industrial Area, MIDC Sanpada P. O. Turbhe, Navi Mumbai - 400 703**  
**Telephone Number: (22) 6661 5111 Fax: (22) 6660 5517**

2. TTL shall undertake periodic review of its services and resources, used by You in order to store, host or publish the information. TTL, upon gaining the knowledge of any unlawful or objectionable or offensive or prohibited content or information uploaded, displayed, transmitted, stored, hosted or published by You and/or upon receiving an order, direction or notice in this regard from the Appropriate Government, or its Authorised Agency, or the Court Order, or upon receiving a complaint in this regard, shall remove or disable such content without any notice and without obligation or liability, (direct and indirect, express or implied), to You.
3. Should You, the provider of information, during your continuation of association with us, wish to review the information that You had provided to us in order to ensure correctness of any personal information or sensitive personal data or information or desire amendment thereof, You may approach the Grievance Officer as per details aforementioned and ask for details of your information stored with us, who shall endeavour to act on your request expeditiously but not later than one month from the date of receipt of request. Provided that Tata Teleservices and/ or its authorised channel partners, agencies etc., shall not be responsible for the authenticity of the personal information or sensitive personal data or information supplied by You or Your authorised agency, as the case may be.
4. You, the provider of information, have the option, at any time while availing our services or otherwise, to withdraw your consent given earlier, express or implied, for collection of your personal information through various ways & means aforementioned (Refer 'Privacy Policy' of Tata Teleservices for further details on Personal Information) by making a written submission to Tata Teleservices in this regard. However, post such withdrawal of the consent by You, Tata Teleservices shall have the sole discretion to provide or discontinue to provide the goods or services for which the said information was sought from You.
5. The information provided by You, shall be shared, without obtaining prior consent from You, the provider of information, with the Government agencies mandated under the law to obtain information including sensitive personal data or information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences.
6. Your information will remain with us during your active association on account of subscription to our services and/or on account of business association with us in whatsoever form, direct and indirect. Post your disassociation or upon submission of in writing request to stop collecting or retaining information about You, the information will be retained by us for a minimum period of 180 days or such longer period as may be mandated in accordance with law and/or under specific instructions from any Court, Government and Statutory Authorities.