

TERMS AND CONDITIONS

Your relationship with Tata Communications Limited (TCL)

Your use of TCL internet and content services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by TCL under a separate written agreement) is subject to the terms of a legal agreement between you and TCL.

TCL - refers to **Tata Communications Limited** having its Registered Office at VSB, Mahatma Gandhi Road Fort, Mumbai 400001 and Corporate Office at Corporate Centre, Tower 'C', 1st Floor, Plot No.C-21 & C-36, Bandra - Kurla Complex, Bandra (East), Mumbai 400051, which has been granted a License by the Government of India, Ministry of Communications, Department of Telecommunication for providing Internet Services.

The Terms of Service form a legally binding agreement between you and TCL in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

Acceptance of the Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

You can accept the Terms by:

- Clicking to accept or agree to the Terms, where this option is made available to you by TCL in the user interface for any Service; or
- By actually using the Services. In this case, you understand and agree that TCL will treat your use of the Services as acceptance of the Terms from that point onwards.

You may not accept the terms if:

- you are not of legal age to form a binding contract with TCL
- you have not understood the terms of the agreement
- you are activating on behalf of a corporation or other entity, are not fully authorised to legally bind such entity

Changes to the Terms

TCL may make changes to the Terms from time to time and the same will be updated in the website also at www.tataindicom broadband.in/wireless.html

You understand and agree that if you use the Services after the date on which the Terms have changed, TCL will treat your use as acceptance of the updated Terms.

The terms and conditions contained herein shall be applicable to all the services offered by TCL unless specifically mentioned otherwise.

For the purpose of these TERMS AND CONDITIONS unless otherwise specified in the subject or context the following terms shall be deemed to have the following meanings:

1. Definitions:

- TCL** - Refers to **Tata Communications Limited** having its Registered Office at VSB, Mahatma Gandhi Road Fort, Mumbai 400001 and Corporate Office at Corporate Centre, Tower 'A', 6th Floor, Plot No.C-21 & C-36, Bandra - Kurla Complex, Bandra (East), Mumbai 400051 which has been granted a License by the Government of India, Ministry of Communications, Department of Telecommunications for providing Internet Service
- Associate** - Means a person, whether an individual, firm, company, association of persons or any other entity who represents TCL as Tata Indicom Associate in a designated Associate Area and adds value by marketing, installing, maintaining Service(s) and all other allied activities that TCL may assign from time to time.
- Associate Area** - Means any portion of an area within the LOCAL AREA, which has been identified and designated as Associate Area within which the Associate has to perform his duties under an agreement with TCL and includes a whole building located within the said Associate Area.
- Broadband** - TRAI (Telecom Regulatory Authority of India) has defined broadband as "An always on data connection having the capability of minimum download speeds of 256 kbps".
- Customer** - Means any person who has agreed to avail under these terms and conditions Services from TCL and to pay all the applicable Installation Charges and Service Charges for the Services provided to Customer and/or their authorised person/s. All customers will be provided with a Tata Indicom User name which will be their User Identity to avail of all services.
- Customer** shall include those who have a Tata Indicom Broadband connection installed at their premises; and those who avail the services offered by TCL without a physical Broadband installation for whom the terms and conditions contained herein shall apply to the extent applicable.
- Customer Premises** - Means the address and location provided by the Customer for using the Service(s) in his application or upon the customer's request subsequent to the date of installation.
- Connection Type or Type of Connection** - Means any one of the Service Packages requested by the Customer for availing the Services.
- Connection** - Refers to all activities associated with providing of Services for accessing internet by the Customer or by his authorised person at Customer Premises, through TCL or its authorised Associate.
- Installation Charges** - Refers to the one time -front, non refundable charges payable to TCL for the type of connection requested by Customer as determined by TCL from time to time, which includes service activation charges.
- CPE** - Means Customer Premises Equipment, including the Modem / Router / WiMAX Subscriber Station with Power over Ethernet box / other equipment/s installed / to be installed by TCL at Customer Premises (Installation Address, as provided by the Customer) and required for accessing the Internet. The CPE may be either owned by TCL / its group companies/associates /other entities
- Day** - Means 24 hours commencing from 0.00 hrs and ending with 24.00 hrs and includes a part of the day.
- Download** - Means viewing/copying / receiving any data from the internet down to CPE/PC/ Device with the help of Service(s).
- Installation** - Means installing the Service(s) at the Customer Premises by connecting the PC/ Device/ CPE with the network and may include installation of the required software for connecting to the Internet.
- Internet** - is a global information system that:
 - Is logically linked together by a globally unique address, based on Internet Protocol (IP) or its subsequent enhancements/gradations.
 - Is able to support communications using the Transmission Control Protocol/ Internet Protocol (TCP/IP) suite or its subsequent enhancements/gradations, and all other IP Compatible protocols.

• IP - Means Internet Protocol

- IP Address - Operation of Internet service requires IP address, which is at present 32 bit binary address. This is required for each connection on Internet. Typically it is required for ports of routers and other TCL equipment and also for connections to be provided to end Customer
- IP Telephony** - Means a service to process and carry voice signals offered through public Internet by the use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting the following: -
 - PC to PC; within or outside India
 - PC/ a device/ adapter conforming to standard of any international agencies like ITU or IETF, etc., in India to PSTN/ PLMN abroad and include the agencies that may be approved in future.
 - Any device/ adapter conforming to standard of any international agencies like ITU or IETF, etc., connected to ISP node with Static IP address to similar device/ Adapter; within or outside India and includes the agencies that may be approved in future.
 - The customer can use Internet Telephony to make voice calls over the Internet through Services by using services of authorised Internet Telephony Service Providers only.
- Wi-Fi** - Wi-Fi is the commonly used term for Wireless Fidelity or Wireless Internet. It helps one connect to the internet without the need for any wires or cabling.
- Roaming service - means the Wi-Fi service offered by any partner / service provider with whom TCL has suitable roaming arrangements / agreement
- LAN** - Means Local Area Network involving use of two or more computers through a LAN system.
- Last Mile Linkage** - Means linking the Customer's PC/ Device and/or the CPE with the network equipment of TCL / Associate through cables or any other medium.
- Local Area** - Means an area between the address of the Customer PREMISES and nearest network equipment of TCL and/or Associate as applicable.
- Message** - Means anything falling within sub clause / Paragraph 3 of section 3 of Indian Telegraph Act 1885.
- Month** - Means calendar month commencing from 1st of every month till the end of that month and includes a part of the month.
- PC/Device** - Means the personal computer or device similar to a personal computer supplied by TCL under the Bundled Services (if at all).
- POP** - Means the Point of Presence set by TCL in the Associate Area situated at the address which would serve as a connectivity point for providing the Service(s) to the Customer.
- Pre-paid** - Means a method of payment for internet service that allows a customer to prepay for a set amount of internet usage in advance of actual usage. Generally, a customer's prepaid account is debited on a real-time basis so that actual usage cannot exceed the prepaid amount until an additional prepayment is made.
- Post-paid** - Means a method of payment for internet service where a customer pays for a portion of the services and usage in arrears, subsequent to consuming the services.
- Service Charges** - Refers to charges payable depending on the type of service requested by Customer.
- Services or Service** - Means all types of Internet access/content services, Value Added Services (VAS), Internet Telephony and all such associated Services offered by TCL under its Service Packages currently under the brand Tata Indicom Broadband.
- Service Packages** - Means any one of the packages or schemes introduced by TCL from time to time and to which the Customer has opted for at the time of signing this agreement.
- Static IP Address** - is a number (in the form of a dotted quad) that is assigned to a computer by an Internet service provider (ISP) to be its permanent address on the Internet.
- TCP** - Means Transmission Control Protocol.
- Usage Bill - Means the bill indicating the charges payable by the Customer for the Service(s) availed from TCL for each billing period.
- Year - Means calendar year comprising of 12 calendar months commencing from 1st January and ending with 31st December and includes part of the year.

2. Service Activation

- Customer is at his liberty to use any Internet access, value added services offered by TCL by purchasing a Value Voucher or suitable products available from time to time from TCL or from its various sales distribution channels. .
- To avail the said services, the customer will need to accept the Terms and Conditions either by online or acceptance to the physical Customer Application Form (CAF).
- Subject to these terms and conditions, customers can avail the services offered/to be offered by TCL, e.g. Broadband, Wi-Fi, Dial Up, Net Telephony, Content and other Value Added Services upon activation of their account and the same are chargeable upon availing the same...

For Customers intending to avail a Tata Indicom Broadband connection at their premises:

- The Customer shall submit an application duly signed along with consent to agree by these terms and conditions to TCL directly or through any of its Associate along with these terms and conditions seeking the Service(s).
- The address of the Customer's Premises where the Customer desires to have the Service(s) installed by TCL shall be the address given in the relevant column in the APPLICATION FORM duly completed and signed by the Customer.
- TCL reserves the right to conduct a technical and economic feasibility study for obtaining a feasibility report for providing the Services at the said Customer Premises.
- On receipt of the said report recommending to the effect that the Service(s) to the Customer Premises is feasible, the Customer's application for the Service(s) will thereafter be processed by TCL for further action.
- TCL or its Associate after satisfying itself about the correctness of the information stated in the said application by the Customer, will intimate him/ her to pay the required charges together with such taxes, duties and levies as may be determined by the authorities.
- On receipt of Installation Charges and other levies if any as mentioned in the preceding clause from the Customer for Services at the Customer Premises, TCL will intimate the Customer the relevant details of the associate concerned and the applicable local area.

- g) For removal of doubts if any it is hereby clarified that the Connection and Service(s) will be provided by TCL at the Customer Premises indicated by the Customer in the above said application form only on the Customer unconditionally accepting these terms and conditions. For this purpose the Customer shall sign these terms and conditions as a token of having accepted the same and deliver it to TCL.
- h) The Customer shall grant to the personnel authorised by TCL, during such time as per TCL's discretion, access to Customer Premises as may be necessary for installation and maintenance of CPE and or the software required for connecting to the Internet. The general and special property in the CPE shall vest exclusively with TCL
- i) TCL shall make reasonable efforts to provide Connection to all applicants. However TCL's ability to provide Connection may be affected by factors outside TCL control such as physical distribution, geographic, topographic, meteorological or other telecommunication networks. TCL reserves the right to provide Connection at its sole discretion as per network design considerations. It is expressly understood that application to this service does not guarantee a Broadband Connection. TCL shall however provide the Service(s) of the acceptable grade, consistent with the established and generally accepted standards on a best efforts basis.
- j) The Connection provided by TCL is only for the specific 'Connection Type' requested by the applicant in the application form. Any migration of 'Connection Type' requested by the Customer will be at the sole discretion of TCL and subject to payment of such charges as may be determined from time to time depending on the circumstances prevailing at that point in time.
- k) The Customer shall ensure to understand the configuration of CPE/PC/ Device needed for installing and running the Connection for the Internet package, before its purchase. Neither TCL nor the Associate shall be responsible for installation of software needed for the internet package and the Broadband Customer shall ensure that competent persons have satisfactorily done the same. Without prejudice to the foregoing TCL or the Associate will render the required customer advisory service sans recourse.
- l) Registration with DoT under Other Service Providers (OSP) category: As per the guidelines issued by the Department of Telecommunications(DoT) from time to time, Other Service Providers(OSP), such as Call Centers(both international and domestic), Network Operation Centres, Vehicle Tracking Systems, tele-banking, tele-medicine, tele-trading, e-commerce, etc., shall have to be registered with DoT for their respective services and location of operations. For further details in connection with registration of OSP, please visit www.dot.gov.in. Persons intending to avail TCL connectivity for providing said services, must furnish the copy of Registration Certificate issued to them by DoT alongwith the Customer Application Form.

For All Customers

- a. A customer at his option and discretion can use his Tata Communications' Broadband User Name and Password to access Broadband from any Tata Communications. The customer will be charged on the basis of the tariff plan/charges applicable.
- b. Upon activation of service, all Customers shall be provided with an E-mail address by TCL. This would be the default email address for the purposes of for the purposes of communication with the Customer including his billings, product offerings, security communications, etc.,. If the customer has provided an alternate email ID then TCL may also send communications to that Email ID. For billing purposes, it is sufficient proof for TCL for sending the bills through the said default email id of the customer.
- c. TCL may use information provided by the customer, including alternate email id, mobile phone number, landline phone number to contact him/ her for:
 - a. Informing and / or educating about:
 - b. The service (including new services)
 - c. Any offers / benefits that TCL may have on the service
 - d. Any offers / benefits of partners of TCL
 - e. To seek feedback on the Service(s) provided by TCL
- d. The user name and password provided by TCL created by the Customer, for accessing the service shall remain the exclusive property of TCL , and the Customer is permitted to use the same only during the validity period of the Service , and as such the right to use the same ceases at the end of the period. TCL reserves the right to withdraw, amend, modify or delete any user id and/ or password at any time without assigning any reasons therefore.
- e. TCL is not responsible for compatibility problem(s) due to change of hardware/ software at the customer premises. The Customer has to verify with TCL and migrate to a suitable plan (if necessary) should there be a compatibility problem due to change in hardware/software by the Customer
- f. Wi-Fi – Customer can access internet through Wi-Fi access at any of the TCL hotspots across the country.
- g. Internet Telephony – The Net telephony service is provided under the brand Tata Indicom Net Telephony. Tata Indicom Net Telephony Softphone is a trademark and exclusive property of TCL.
- h. Tata Indicom Net Telephony is a service to process and carry voice signals offered through public Internet by the use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting the following: -
 - a. PC to PC; within or outside India
 - b. PC/ a device/ adapter conforming to standard of any international agencies like ITU or IETF, etc in India to PSTN/PLMN abroad
 - c. Any device/ adapter conforming to standard of any international agencies like ITU or IETF, etc connected to ISP node with Static IP address to similar device/ Adapter; within or outside India.
- i. The customer agrees that he/ she is fully aware of the Net Telephony product specifications and features and system requirements and desires to purchase and shall make arrangements for the use and operation of Services.
- j. The customer expressly acknowledges that emergency calls are not intended to be carried/supported by this service and that neither TCL nor any of its affiliates, subsidiaries, parent companies, agents, network service providers, partners, or employees are or will be liable for such calls or your failure to make such emergency calls using the materials or services.

Advertisements

While accessing certain Services, depending upon the contractual terms and understanding with the respective alliance partners, advertisements/promotions shall be displayed. The customer agrees that he has no objection of any kind or manner to the placement of such advertisements/promos, etc while using or availing the said services.

3. Billing and Payments

- a. Bills for Service Charges will be sent by E-mail to the email address assigned to the customer. The e-mailing of the bill to the Post-paid Customer will be the conclusive Proof of Delivery of such communication and no complaints regarding non-receipt of such communication is tenable in law and on facts. TCL reserves the right to change the method of communication as it deems appropriate. The Post-paid Customer is therefore well advised to check for the Service Charges bill sent to him/her and shall act accordingly. TCL also reserves the right to send other communications by email to the Post-paid Customer at their email ID as allotted by TCL. Communication made by TCL through email shall be conclusive Proof of Delivery of such communication and no complaints regarding non-receipt of such communication is tenable in law and on facts.
- b. Post-paid Customer would be liable for payment of the Service Charges according to the terms of the package or scheme opted for by the Customer and as modified by TCL from time to time.
- c. It would be the responsibility of the Post-paid Customer to make payment of the Service Charges on a periodical basis. TCL shall disconnect the service in case of non-receipt of such payment within the stipulated time without notice to the Post-paid Customer.

- d. TCL reserves the right to change the periodicity of billing from time to time and to vary the tariff/charges as well as the facilities available under various Service packages.
 - e. TCL shall determine the charging pattern of the package or scheme opted by the Customer and the Customer shall pay as per the pattern set by TCL.
 - f. Content - Any paid content would be clearly indicated on the site. For time based plans, time spent on the content site would be charged according to the plan. For DSL volume based plans, MB of content data consumed would be charged according to the plan.
 - g. To avoid disconnection of Service(s) the Post-paid Customer shall pay within the stipulated date payment as per his billing cycle for billing purposes, it is sufficient proof for TCL for sending the bills through the said default email id of the customer. Non-receipt of emails for whatsoever is the reason shall not be admitted as the reason for non-payment of bills.
 - h. Non receipt of monthly bill cannot be a ground for non-payment of the monthly charges and TCL reserves the right to declare the Post-paid Customer as a defaulter and will enforce the terms for such default.
 - i. Without prejudice to the foregoing TCL will email to the Post-paid Customer bills as per the billing cycle of the customer.
 - j. Non-payment of bill/other dues whether to TCL or Financial Institution with respect to the Service(s) herein within the stipulated time would entail disconnection.
 - k. Pre-paid customer's account will automatically get disconnected on expiry of the validity period or the pack value whichever is earlier.
 - l. On disconnection, to get themselves reconnected the Customer will have to pay reconnection charges as specified by TCL , along with Service Charges during which period the Connection and Service(s) remained disconnected, if and as applicable. TCL will decide if the reconnection charges are to be paid immediately on disconnection or to be paid after a stipulated period from the date of disconnection.
 - m. TCL reserves the right to levy "Late payment fees" as determined by it from time to time, in case the Customer does not pay the bill within the stipulated time for payment.
 - n. If the Customer does not apply for reconnection within a stipulated period (time being 30 days or grace period) from the due date of payment in case of postpaid customers; recharge in case of prepaid customers, TCL reserves the right to permanently terminate the Connection/ Account after the said stipulated period. .
 - o. TCL shall reconnect the during the said grace period only subject to payment of all outstanding by the Customer including the Late payment fees and the Reconnection charges, if and as applicable.
 - p. TCL reserves the right to charge an interest free security deposit from the Post-paid customer. The deposit shall be refunded to the customer at the time of Service termination after adjusting all outstanding payable by the Post-paid customer.
 - q. TCL reserves the right to charge an interest at a rate determined by it from time to time and calculated on the monthly balance method. The interest will be charged on amounts outstanding and due to TCL apart from any other charges.
 - r. Should the Post-paid Customer's cheque get dishonored more than 3 times in a year, the facility of payment by cheque will be withdrawn. However notwithstanding the above TCL reserves the right to proceed against the Post-paid Customer legally as it deems fit. The Post-paid customer will have to pay the requisite cheque returned charges per cheque as applicable.
 - s. Customer would have the option of direct remittance of Service Charges to TCL account or through Associate wherever applicable and available.
 - t. Mode of payment by Customer would be Cheque/DD/Pay order drawn in favour of 'Tata Communications Limited' and payable at the nearest location of TCL, drop boxes or other means as communicated by TCL from time to time.
 - u. Outstation cheque, postal orders and money orders will not be accepted.
 - v. Cash can be paid at TCL owned/authorised counters.
 - w. Cheques will not be accepted after the due date.
 - x. Other modes of payment such as online payment through Credit Card, Net Banking, ECS, etc., will also be made available to the customer from time to time.
 - y. Service tax/other statutory levies as applicable would be payable by the Customer.
 - z. Should any Customer contend that he has been billed wrongly; the onus would lie on him to prove the same with documentary evidence. In case of Post paid customer, the Customer shall pay the amount outstanding against the bill and raise a claim separately to prove his contention. After necessary examination and scrutiny, both for prepaid and Post-paid, if the customer is proved right, TCL shall refund the excess money collected by it from the Post-paid Customer and in the case of prepaid Customer, credit the account to that extent without changing the validity of the account.
 - aa. TCL shall have the right to check, investigate and verify the credentials of the Customer and prospective Customer including their financial standing before and after extending Services and to employ or avail the services of any person or agency for such purposes; TCL shall have the right to disconnect Services permanently should the Customer be a defaulter in payment without any refund from TCL.
 - bb. TCL may be required to disclose any information or particulars about the Customer to any authority, statutory or otherwise, including but not limited to any debt collecting agency, credit reference agency, security agency, financial institution or bank and TCL reserves the right to comply with, at its discretion.
- 4. Ownership of Equipment**
- a. The title to all CPEs and the wiring supplied by TCL shall always remain with TCL. The Customer shall not claim any lien, charge or any form of encumbrance over such equipment at any time .The Customer is entitled only to Services.
 - b. No equipment installed by TCL shall be removed from Customer Premise without the prior written consent of TCL. It is expressly agreed that the general and special property to the equipment shall vest exclusively with TCL
 - c. It will be the responsibility of the customer to protect the WiMAX Subscriber Station, Power over Ethernet box, Ethernet cables and other equipments, if any, belonging to TCL against any theft or damages whatsoever.
 - d. In case the WiMAX Subscriber Station or Power Over Ethernet box is damaged/ stolen then the customer agrees to pay Rs.7000/- and Rs.800/- respectively towards the same. In case of theft of Ethernet Cable, customer agrees to pay Rs.200/- towards replacement charges.
 - e. Upon failure to return the equipment or the cash equivalent by the customer as mentioned above within 30 days from the disconnection, TCL shall initiate suitable legal proceedings for the recovery from the customer and the customer agrees to the same.
- 5. Performance and Upgradation of SERVICE.**
- a. TCL would try to grade Network capacity so as to provide desired speed of connections to the Customer. However the Customer understands that he may not be able to operate at the desired speed at all times.

- b. All Internet Nodes of TCL may be interconnected with high-speed links provided by other agencies that are responsible to maintain these links as reliable as possible. However, they do not own any responsibility in case of interruptions in the network beyond their reasonable control. TCL does not take any responsibility whatsoever for any interruption caused by the quality of these links and no claim for damages or any other liability whatsoever will be entertained by TCL either from the Associate or from the Customer or anyone else in this regard.
- c. In order to provide speed of connection of Service(s) or otherwise, TCL reserves the right to grade the Service(s) without prior intimation either to the Associate or the Customer.
- d. Services may be suspended in whole or in part at any time without notice if the network requires urgent modification or maintenance. TCL shall make all reasonable efforts to minimize the frequency and duration of such events.
- e. TCL reserves the right to conduct a survey to seek feedback of the customer on the Service(s) provided by TCL.
6. Ending your relationship with TCL
- The Terms will continue to apply until terminated by either you or TCL as set out below.
- TCL may at any time, terminate its legal agreement with you if:
- you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
 - TCL is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 - the partner with whom TCL offered the Services to you has terminated its relationship with TCL or ceased to offer the Services to you; or
 - the provision of the Services to you by TCL is, in TCL's opinion, no longer commercially viable
 - The Customer can discontinue Service(s) by providing a written notice to TCL of at least 3 (three) working days prior to the end of the month for which the Post-paid Customer has paid all Service Charges. TCL would stop providing Service(s) to the Post-paid Customer from the end of the billed month. TCL shall always have the right to withdraw the CPE and the Cables which right shall be exercised on discontinuance of Services.
7. Shifting of Connection Location
- a. It is expressly understood by the Customer that the physical Broadband Connection provided by TCL is location specific. Connection will be provided at the location indicated by the Customer against the 'Connection/Installation Address' in the application form.
- b. Shifting of the location of Connection and Service(s) from the Customer Premises by TCL to another location in any other premises will be done by TCL, subject to technical and economic feasibility and subject to the Customer applying for the same in the prescribed form and paying in advance the charges for relocating the connection at the new address.
- c. TCL does not guarantee and/or will not undertake transfer if the said feasibility report indicates that the transfer is not viable technically or otherwise. TCL or Associate will not be liable to pay any refund of the amount paid for installation or use of service of the said services in case the Customer requests for a shift of location to an area where the Services are non-feasible.
- d. Installation fee once paid is not refundable by TCL under any circumstances.
8. Prohibitory Clauses
- a. The Connection is given by TCL only for providing Service(s) to the Customer alone. The Customer may not reassign the service to any other third party. Service(s) is not for resale.
- b. The circuit will be extended on point-to-point basis and no network will be connected. For any network connection the required approval of Department of Telecommunication or the applicable Basic Service Providers shall be taken in advance by the Customer. The Customer shall not use any hardware and/or software that are unlawful or not permitted by the appropriate authorities. The Customer shall make available on demand to TCL, full and complete access to the equipment connected to TCL's Service(s) for technical scrutiny and detailed inspection. The Customer shall not use any encryption equipment that is beyond the level permitted by the appropriate authority without the prior written permission from the appropriate authority. In all such events the Customer shall ensure to deposit one set of keys with the appropriate authority and submit one copy of the written approval/permission issued by the appropriate authority to TCL before installing any such equipment.
- c. The Customer shall ensure to use Service(s) as per the prevailing laws of the country. The Customer shall ensure that the network is not used for any illegal and/or antinational activity. The Service shall not be used in any manner that may endanger or make vulnerable any network infrastructure. Violation of any of these terms and/or any acts such as break-ins or attempted break-ins of Indian networks will be regarded as antinational acts and shall attract penal action by the concerned authorities, including but not limited to disconnection by TCL.
- d. The Customer shall not send unsolicited messages and shall not send messages (spamming) to TCL or anyone else in a language that is prohibitive, defamatory, vulgar, vituperative, or otherwise via Services. Should the Customer violate this condition, TCL reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country.
- e. The Customer is required to ensure that objectionable or obscene or pornographic messages or communications, which are inconsistent with the established laws of the country, are not made by him or by any other person using his facility. Should the Customer violate this condition, TCL reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country.
- f. The Customer shall not resort to hacking or destroying the Internet sites including the websites of TCL. The Customer is required to desist from putting unsolicited messages on server hosted at TCL's premises. Should the Customer violate this condition, TCL reserves the right to disconnect Service(s) and the Connection permanently without prejudice to any other action under the laws of the country. The Customer shall not object to any steps taken by TCL to prevent sending or receiving spam mails through the service. The Customer shall ensure that objectionable or obscene messages or communications inconsistent with the established laws of India are not made, created, downloaded, modified, transmitted or retransmitted by the Customer or any other person using the Customer's ID and password.
- g. The Customer is prohibited from misusing or copying the software supplied by TCL as the Copyright of the said software is protected and misusing or copying of the same is likely to attract legal action under Copyright Act 1957.
- h. The Customer is prohibited from transferring the rights and facilities to any other person. The Customer is not permitted to commercially exploit Service(s) without the prior written permission of TCL and on compliance of such terms and conditions as may be determined by TCL. The Customer is given only a limited use of Services.
- i. The Customer is required to fully comply the provisions of the Indian Telegraph Act, 1885, and the Indian Telegraph Rules made there under and any amendments or replacements made thereto from time to time.
- j. The Customer is required to ensure that IP Telephony is used as permitted by the Government of India, Ministry of Communication and Information Technology, which is mentioned in the definition section of this terms and conditions.
- k. The Customer who is desirous of obtaining interconnection with TCL who wants to use this interconnection for the provisioning of Internet services to its customers shall ensure to have a valid ISP license from the appropriate authority and will also need to have the express written permission of TCL.
- l. The Customer shall not connect any device to the Service(s) without the express written permission of TCL. The Customer is not authorised to change the set without prior written approval from TCL.
- m. The network set connection to the Service at the Customer premises will be as per TCL approval only. Any change or alteration of the same by the Customer or any person acting on their behalf without express consent of TCL is expressly prohibited.
- n. TCL reserves the right to disconnect Service(s) and the Connection permanently, without notice, without prejudice to any other action under the laws of the country, should the Customer violate any of the conditions contained herein.
- o. TCL reserves the right to control/monitor the functionality of the Device provided to the Customer, from its end, during the Service period.
- p. Registration with DoT under Other Service Providers (OSP) category:
- As per the guidelines issued by the Department of Telecommunications (DoT) from time to time, Other Service Providers (OSP), such as Call Centers (both international and domestic), Network Operation Centres, Vehicle Tracking Systems, tele-banking, tele-medicine, tele-trading, e-commerce, etc., shall have to be registered with DoT for their respective services and location of operations. Any liability including civil and criminal liability for providing the said services without registration with DoT shall be treated as unauthorised use and any resulting event connected thereto shall be customer's sole responsibility and TCL shall be constrained to withdraw its services without any further notice in such eventuality and without any liability on its part.
9. Liabilities and Responsibilities of Customer
- a. If the Customer has no right or has a restrictive right to use the areas abutting the Customer Premises and public road, it is the duty and responsibility of the Customer to obtain necessary permission in writing from concerned authorities like landlord, society, etc. permitting TCL to lay cables to Customer Premises through the areas abutting the Customer Premise.
- b. The Customer is required to use the necessary equipment that includes Telecom Engineering Centre (TEC); New Delhi approved Interface Equipment for accessing the Service(s). In case where it is necessary to pay charges to the appropriate authority for connecting the equipment, the Customer shall complete the necessary formalities with local offices of the aforesaid authorities.
- c. The Customer assumes total responsibility and risk for use of the Service(s) which is provided on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. Neither TCL nor its Associate make any such or such other express or implied warranties, with regard to any merchandise, information or service provided through the Internet and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the Internet generally.
- d. Neither TCL nor the Associate warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
- e. The Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer's access to such materials will be at his own risk. TCL or the Associate has no control over the same and accepts no responsibility whatsoever for such materials.
- f. Under no circumstances shall TCL, its Associates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Customer's use of or inability to use the service or access the Internet or any part thereof, or Customer's reliance on or use of information, service or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance.
- g. In case the customer chooses to install and use any equipment or software or wireless facility not provided by TCL for rendering its services, the customer shall ensure that he acquaints himself fully of all types of risks associated with such usage and TCL or its officials or agents shall in no way be responsible for any unwarranted undesired usage of the services of TCL by any third party and the customer assumes complete responsibility of such unwarranted undesired usage. Customer shall not solicit or rely on any advice from officials or representatives of TCL in respect of the security measures and precautions required to be implemented for usage of such equipment or software or wireless facility and understands that they are not qualified to render any advice in that regard.
- h. It would be responsibility of the Customer to ensure that the password, where provided, is kept secret and not disclosed to anyone and to change the password immediately after installation. The Customer shall not part with the password with anyone and TCL shall not be held liable for the misuse of the Customer's facility under any circumstances.
- i. TCL reserves the right to engage Associate to render Customer care service for handling the complaints of Customer. on such engagement TCL will intimate the Customer about the same and thereafter the Customer shall deal with the said Associate.
10. TCL Fair Usage Policy (TCL FUP)
- The evolving Internet broadband scenario in India necessitates the management of limited high-speed bandwidth and network resources in the larger interests of Customers. In line with the practice followed by major international Internet Service Providers and in its continuous endeavor to provide best possible broadband Internet experience to all its customers, TCL adopts a Fair Usage Policy (TCL FUP) with an intent to ensure that no one is placed in an undue position so as to be able to use his/her Internet connection in such a manner to unreasonable and excessive levels, causing network congestion and service quality resulting in inconvenience to the larger set of customers.
- TCL FUP is applicable to the following tariff plans offered by TCL unless specifically withdrawn or additional plans included at the discretion of TCL. Taking into consideration the maximum reasonable usage required by the average user, Tata Communications Broadband has established a monthly data transfer threshold (Fair Usage Limit) for the following tariff plans as given below.
- TCL FUP is applicable to the following tariff plans offered by TCL unless specifically withdrawn or additional plans included at the discretion of TCL. Taking into consideration the maximum reasonable usage required by the average user, Tata Communications Broadband has established a monthly data transfer threshold (Fair Usage Limit) for the tariff plans. The Customer shall refer to the terms and conditions on the website www.tatacommunications.com/sme for details on fair usage limits applicable on a particular tariff plan.
- Data transfer in excess of Fair Usage Limit as per the applicable tariff plan shall be treated as a violation of TCL FUP. Upon such violation of FUP, TCL shall contact the Customer to understand whether his/her excessive and unreasonable usage was due to any system problems like virus infection, etc., If the Customer continues to violate FUP by further unreasonable levels of use resulting into undue problems for other customers in terms of speed, the Customer is encouraged to check his usage or migrate to another plan that would suit the customer's consumption needs.
- Despite the above, if the Customer is found intentionally violating TCL FUP, continuing with his Internet connection with unreasonable levels of use, without migrating to another plan, TCL reserves the right to suspend or terminate the customer's account immediately without prejudice to other rights available to TCL under these Terms and Conditions.

11. Force Majeure

If at any time, during the continuance of Services, the performance in whole or part, of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of God, etc., the Customer shall not have any claim for damages against TCL in respect of such non-performance or delay in performance of Service(s).

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

12. Disputes

If any dispute arising out of these terms and conditions require intervention and/or adjudication by Courts, then the Courts located within the limits of The City of Mumbai will alone have jurisdiction and jurisdiction of other Courts are hereby excluded.

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

13. Disclaimer

While every effort is made by TCL to provide highest quality of services to the Customer, the Customer acknowledges that the linking, quality and speed of data transmission of the Customer with the network is entirely dependent on various external factors and agencies/appropriate authority, over which TCL has no control. Accordingly, TCL shall in no event be responsible to the Customer with TCL network computer or the deficiency in data transmission between the Customer and TCL network computers, or for any inconvenience, damage or loss that may be caused to any one or of any kind arising there from.

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

14. Liability

Notwithstanding anything mentioned in this terms and conditions, if TCL is not able to provide the Service as determined for any reason whatsoever, the liability of TCL shall be limited to the amount paid by the customer to TCL or Associate for installation of the said services.

15. Intellectual Property Rights

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

15.1 End User Licenses

- a. The Customer shall comply with the Terms and Conditions of all end-user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the TCL Software License Agreement, as these agreements may be amended from time-to-time. All end-user licenses will terminate on the termination of this Agreement, and, at such time, the Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.

15.2 Authorisation

- a. Customer shall comply with the Terms and Conditions of all end-user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service including, without limitation, the TCL Software License Agreement, as these agreements may be amended from time-to-time. All end-user licenses will terminate on the termination of this Agreement, and, at such time, the Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service
- b. TCL does not claim any ownership of any material that Customer shall publish, transmit or distribute using the Service. By using the Service to publish, transmit or distribute material or content, the Customer shall (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorise TCL, its agents and affiliates to reproduce, publish, distribute, and display the content worldwide and (iii) warrant that Customer have the right to provide this authorisation. The Customer shall acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and agree to indemnify, defend and hold harmless TCL, its agents and affiliates for any harm resulting from these actions. Any sensitive or confidential information posted, stored, transmitted or disseminated by the Customer is done so at his/her sole risk, and neither TCL nor its Associates shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions. The Customer shall acknowledge that software programs claiming to be capable of encryption are commercially available. TCL makes no representation or warranty regarding the effectiveness of these programs.

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

15.3 Copyright in the Service

- a. Title and intellectual property rights to the Service are owned by TCL, its agents, spliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without express prior written consent from TCL or other owner of such material is prohibited.

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

15.4 Material Downloaded from the Service

- a. In addition to any content that may be provided by TCL, the Customer may access material through the Service that is not owned by TCL. Any such material may be downloaded from the Service only for personal, non-commercial use, and not allowed to redistribute that material over any network (other than a residential home network located in the Premises) or sell or offer for sale that material. Unless other Terms and Conditions expressly apply to specific content, the Customer may make: (a) one machine readable copy, (b) one back copy, and (c) one print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms and conditions may apply to use of any content or material made available through the Service that is not owned by TCL. The Customer shall read those Terms and Conditions to learn how they apply to them and the use of any content other than that of TCL

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

16. Content Usage

16.1 End User Licenses

"You" and "your(s)" refers to each person who subscribes to the Tata Communications Broadband account.

a. License

TCL grants you a non-exclusive, non-transferable, limited right to view and privately exhibit ("Use") the Content in strict conformity with the terms of this License.

All and any other use of the Content is strictly prohibited. Without limitation to the aforesaid, you agree not to reproduce, copy, distribute, transmit, publish, publicly perform or exhibit, alter, adapt, customize the Content or any portion thereof. You agree that the Content is for your personal use only and any commercial use is strictly prohibited. You understand that the Content shall include technological

measures for the protection of the Content and to permit Use of the Content as per the usage rules. You undertake not to make any attempt to override or circumvent any of the technological measures or alter, amend or change the usage rules embedded into the Content or in any manner facilitate the same. Any violation of the above clauses will invite both civil and criminal liability under the Information Technology Act, 2000, and any other applicable law.

b. Usage Rules

TCL shall allow You to use the Content on the following basis:

Pay-Per-Period – on payment of a fee you will be allowed to use a single asset, a collection of assets or an entire subscription service (as the case may be) for a specified period of time.

c. Your agreement to this End User License

TCL reserves the right to change, modify, add or remove portions of this User License or the terms or conditions contained herein at any time. Changes will be posted periodically on the Portal. Your buying of the Video Content following the posting of any changes will mean that you have accepted the changes. Besides the terms of the User License, You agree to abide by the general Terms of Use, Code of Conduct, Privacy Policy and all other terms and conditions that may be imposed by TCL for allowing access to the Portal and/or using the TATA COMMUNICATIONS NETWORK

d. Indemnification:

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless TCL and its affiliates, directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of any breach of the terms of this License or any applicable laws or regulations.

e. Disclaimer of Warranty; Limitation of Liability

- I) All content on the portal is transmitted and distributed "as is" without warranty of any kind, express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. TCL makes no warranty that the portal will be uninterrupted or error-free, free from viruses or security breaches nor does TCL make any warranty as to the results to be obtained from the use of the portal. Any content obtained from the portal is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the use of any such material.

- II) TCL will not be held liable for any direct, indirect, incidental, special, consequential or financial damages resulting from any circumstance involving your access to and use of the portal or the unavailability of the services.

f. Intellectual Property Rights

All Content on the Portal is protected by applicable copyright laws and international treaties and may not be used in any manner other than for your personal use to the extent allowed by TCL. TCL has sourced the Content from third parties and has been adequately licensed to provide the Content to you on the Portal. TCL has taken all reasonable care to check the adequacy of the rights of the third party content providers. If you believe that your or any third party's Intellectual Property Rights have been violated by TCL's inclusion of any part of the Content on the Portal, please send the following information to TCL at customerservice@tatacommunications.com

Please provide:

- A description of the copyrighted work or other intellectual property right that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the website;
- Your name, address, telephone number and e-mail address, where TCL may contact you, TCL will promptly forward your notice to the relevant content provider and may request additional information before removing the infringing content from the website.

g. Termination of License

TCL and You may terminate this License at any point in time before or during Your use of the Content. Further, termination of the Service in accordance with the terms herein shall automatically terminate the License granted herein. On termination of this License by either party, TCL shall not be liable to refund any part of the subscription fees for the remaining period.

h. Miscellaneous

You may not assign any of your rights or delegate any of your obligations under this License without TCL's prior written consent. This License shall be subject to and construed in accordance with the laws of India and any action brought in connection with this License or the Service shall be subject to the exclusive jurisdiction of the courts in Mumbai. If any provision of this License is held to be overly broad in scope or duration by a court of competent jurisdiction, such provision shall be deemed modified to the broadest extent permitted under applicable law. If any provision of this License shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. The provisions of Sections d, e and f above shall survive termination of this License.

<http://www.tatacommunications.com/sme/pdf/BroadbandTCdec2011.pdf>

17. Wi-Fi Security:

In order to overcome the problem of misuse by the anti-social and anti-national elements, of Internet access provided to the customers by various Internet Service Providers particularly when Internet access using Wi-Fi technology, the Department of Telecom has issued a directive dated 23rd February, 2009, to ensure secure use of Wi-Fi based Internet access under the delicensed frequency band. In this connection, TCL has sent a communication to all its customers and this shall form an integral part of these Terms and Conditions and are applicable to all customers of TCL, irrespective of their date of enrolment to TCL services. Hence, the Wi-Fi connectivity deployed by the Customers shall be registered with TCL at: regwifi@tatacommunication.com