

By accessing or using the Site, which includes your access to or use of any Materials or Services, you agree to be bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, you shall not access or use the Site, Materials, or any of the Services. By using the Materials or Service, you are agreeing to be bound by these Terms of Use.

Without prejudice to or without restricting the generality of the provisions of the Agreement:

"The Tariff" and "The Tariff Schedule" means the schedule of charges for the Service published by Tata Communications from time to time;

"You" means the person who has registered by use of Installer Kit for TATA Indicom Total Internet and includes any person who Tata Communications reasonably believes is acting under your authority or knowledge;

You have purchased the Service from Tata Communications, in the form of "Account" limited by time and amount, and paid for the "Service" "Limited Dial-up Account" means the account purchased by you which is limited by time and amount paid by you as per the Tariff Schedule in which no unused access time shall be carried forward after the expiry of time limit or utilization of the amount paid by you, whichever is earlier.

"Information" means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service; "The Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol");

"The Internet Service" means the Service provided by Tata Communications whereby you can gain access to the Internet and, where applicable, any ancillary Internet work-based technologies, consulting and any service and facilities which Tata Communications provides and you use in connection with the Service and which are set out in the Tariff.

"Unlimited Dial-up Account" means the package purchased by you from Tata Communications as dial-up offering on Total Internet in the form of "Unlimited account" under various plans in accordance with the

tariff schedule. The features of this account are;

- You shall be allotted certain value in the unlimited account for a Validity Period prescribed in the tariff schedule against each plan similar to the pre-paid Total Internet offering.
- You will be able to access all features of Total Internet.
- At the beginning of every day a fixed value, applicable to the selected plan, as prescribed in the Tariff schedule shall be debited to your pre-paid account on rate per day basis to enable you to have unlimited access on that day provided you have at least such minimum rate per day value balance in your account on any day for the chosen plan.
- All the value added services used by you i.e Net Telephony, Procurement of additional mail IDs and additional mail space shall be charged as per actuals and shall be debited to your account.
- You can also have global roaming wherein one time fee and post paid charges for service used shall be separately invoiced. After conversion to Global Roaming service on the pre-paid module, the unlimited account would be debited like other value added services on actuals.

“Rate per Day” means the rate prescribed as per the tariff schedule for unlimited account which would be debited to your account value every day for the chosen plan irrespective of usage or non-usage by you on that day.

“Validity Period” means the period of access for which you are entitled to for the unlimited dial-up account under any of the chosen plans and shall be 30 days in a month or on expiry of the value whichever is earlier.

“Credit Card Facilitation” shall mean authorization by you to Tata Communications for debiting your credit card account for usage of the post paid internet service provided by Tata Communications.

#### NET TELEPHONY SERVICE

1. The internet telephony service, under the name "Tata Indicom Net Telephony". "Tata Indicom Softphone" is a trademark and exclusive property of Tata Communications.

2. The Net telephony Services provided is subject to all the applicable Indian laws, rules, regulations and directions of the statutory and governmental authorities.

3. You agree that you are fully aware of the Tata Indicom Net Telephony product specifications and features and system requirements and that you desires to purchase and will make arrangements for the use and operation of Services.

4. For a pre-paid pack, the Service charge is payable in advance and is non-refundable. All taxes, duties, charges or any other levies of any nature whatsoever, payable for the services shall be payable by you in addition to the service charges.

5. Tata Communications will make its best endeavours and strive to maintain the maximum possible uptime of the service. However Tata Communications will not be responsible for actions that are beyond its reasonable control.

6. You also acknowledge and accept that in the very nature of the services to be provided there can be number of factors affecting the provision of the service by "Tata Communications" and the obligation of "Tata Communications" to provide the services shall be on best efforts basis.

7. You shall take full and sole responsibility for preserving the secrecy of the Serial number & PIN. Tata Communications shall not be responsible for any wrongful or unauthorized use, under any circumstances.

8. You expressly acknowledge that emergency calls are not intended to be carried/supported by the software or services and that neither Tata Communications 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.

9. If you register for one of our pay services, you agree to be responsible for payment of all applicable charges (subject to change from time to time) incurred as a result of your use of the Tata Communications pay services, including but not limited to the use or misuse by an unauthorized third party, or any error, accidental use or loss. Tata Communications will not offer any refunds or reimbursements for the purchase price of a calling card. Tata Communications reserves the right to terminate any dormant account that has not been used of a period of ninety (90) days or longer. Information on this Site may contain technical inaccuracies or typographical errors. Tata Communications may make improvements and/or changes to the Site, Materials or Services at any time without notice.

10. Tata Communications reserves the right to alter, vary, change any or all of the plans, including introduction of new plans for the products offered.

#### INTERNET SERVICES

1. Tata Communications reserves the right to grant or not to grant the Service to a prospective customer subject to all material particulars being found correct on verification by Tata Communications.

2. This Agreement shall run in concurrence with Licence Agreement between Department of Telecommunications, Ministry of Communications, Government of India or any such other authority ("Licensor") and Tata Communications for the operation of Internet Services and shall be subject to the Terms and Conditions of the Licence Agreement in relation to the provisioning of Services and also to other Terms and Conditions of this Agreement.

3. Tata Communications agrees to provide you with the Internet Service on the Terms of Use for the time being in force.

4. You acknowledge that no unused access time will be carried forward after the expiry of time limit or after the expiry of amount paid by you, whichever is earlier.

5. The Internet Service is supplied for lawful purposes only and without any express or implied warranties whatsoever.

6. You have to give Tata Communications in writing any information required as per statutory requirement for use of the Service as notified to you from time to time.

7. The Service remain our exclusive property, you being licensed only during sustenance of this Agreement to use it to obtain access to the Service. At the end of the Agreement the right to use the Service ceases.

8. Tata Communications shall update TATA Indicom Internet Service or change its Universal Resource Locator (URL) without prior intimation to you.

9. You understand and acknowledge that to activate and/or use Internet Service of TATA Indicom, you shall be required to load/install and /or download and install TATA Indicom's proprietary software.

10. Tata Communications shall not have any liability in any respect whatsoever towards you not being able to access the TATA Indicom Internet Service from any other cities where TATA Indicom Internet Service is not available.

## 11. Charges

11.1 You acknowledge and agree that you will pay Tata Communications the initial sign up fee and due monthly fee and other charges as may from time to time be advised to you by Tata Communications in accordance with this Agreement. You will also agree to pay all applicable statutory taxes, levies, cesses or such other amounts relating to the use of the Materials and Services by you or the fee or charges payable by you.

11.2 Tata Communications reserves the right to revise the charges, Tariff Schedule and security deposit for the Materials or Services from time to time at our discretion, which you agree to be bound by and to pay Tata Communications in timely manner.

11.3 Tata Communications shall not credit or refund any amount to you when the Services are 'down' or suspended.

11.4 Tata Communications may send intimation about expiry of the term or expiry of hours on a periodic basis and through post, courier, electronic mail or facsimile transmission. Failure on part of Tata Communications to send intimation shall not constitute failure to provide Service. It shall be your sole responsibility to ascertain the balance validity and keep your account active.

11.5 Payment shall fall due on the due date as may be mentioned on the invoice. All charges must be paid in full without any deduction, setoff or with holding. If you do not pay the amount due by the due date, Tata Communications will charge interest @ 2% per month on the outstanding amount until the outstanding amount has been paid in full by you in addition to any fine and / or penalty provisions as may be invoiced to you or charged to you by Tata Communications from time to time. In case the sum of the outstanding bill amount and unbilled amount exceeds your security deposit, bill payment is to be made immediately and not by due date.

11.6 It will be your responsibility to inquire about your outstanding and in case of non-receipt of bill you have to contact Tata Communications and pay the amount due by the due date. Tata Communications reserves the right to withdraw, suspend, terminate the Services partially or fully in case of nonpayment of invoice by the due date or in case your usage exceeds the security deposit / credit limit assigned to you and Tata Communications demands payment which is not made.

11.7 Where a security deposit has been required to be paid by you, Tata Communications shall be entitled to retain it and apply it as Tata Communications determines in full or partial satisfaction of any sums due from you to Tata Communications. On termination of this Agreement, provided all sums payable to Tata Communications have been duly paid, the balance (if any) of the deposit will be repaid to you without any interest on deposit.

#### 11.8 Credit Card Facilitation

In case you choose to avail "Credit Card Facilitation" services, Tata Communications shall facilitate the same and the following provisions shall apply:

11.8.1 The credit card shall be in your name and you are required to sign and furnish the Facilitation Form provided to you to avail of this easy payment facility. Only complete filled up facilitation form shall

be considered for activation of this facility. Tata Communications shall not be liable for the loss of filled up facilitation form in transit.

11.8.2 Based on the information furnished by you in the facilitation form Username and Password shall be generated for this facility based on the random series of First, Middle and Last name provided by you in the form subject to availability of the usernames on the Tata Communications billing system. You shall be able to change your username only once after activation of this facility.

11.8.3 The first time use of the username and password created for post-paid dial-up service would imply the acceptance of the internet access terms and conditions by you on the website.

11.8.4 The authorization for auto-debit instruction on your nominated credit card as furnished in the facilitation form shall be valid and binding on you on an ongoing basis till you choose to de-activate the facility manually on the website <http://www.tataindicomtotalinternet.in/> or till the expiry date of the credit card whichever is earlier.

11.8.5 The User ID created for the "Credit Card Facilitation" services would be available for you to retain till after 2 months of the credit card expiry date, nominated you for subscription of the services.

11.8.6 You hereby agree to inform Tata Communications in writing within 5 days if the credit card nominated by you is cancelled or substituted.

11.8.7 In case of credit card renewal or change of credit card you shall be required to fill a fresh facilitation form and submit to Tata Communications within 5 days for continuation of this facility failing which the internet account would be closed and user-id would be terminated.

11.8.8 If you do not submit a fresh copy of the facilitation form on change or renewal of your credit card and consequently your user-id is deactivated by Tata Communications, Tata Communications reserves the right to debit your credit card account for the outstanding amount as of that date and in the absence of which it shall be settled by you by issuing a cheque or making cash payment.

11.8.9 On receiving the Facilitation Forms, Tata Communications would carry out a transaction of 1 Re. on the credit card to verify the authenticity of the credit card details provided. This transaction would be reversed in your first month's bill.

11.8.10 Expenses related to the Internet usage are to be charged to your nominated credit card account as submitted in the Facilitation Form alongwith Username which is considered as your identity and depending on the applicable billing cycle.

11.8.11 A copy of the bill showing the expenses charged/to be debited will be E Mailed to you at your Tata Communications ID and the alternate E Mail ID specified by you in the Facilitation Form, showing the amount debited to your account. And you undertakes to unconditionally honor and pay without demur and contestation the said charges when billed for the same by the issuing bank mentioned in the Facilitation form.

11.8.12 In case of disputes on usage, Tata Communications would furnish the usage details., Tata Communications agrees to consider disputes from you only in cases the usage details not matching the billed amount.

11.8.13 In case of transaction being declined on credit cards, you are liable to pay the outstanding by Cash or Cheque, failing which the Internet account would be closed and the User ID would be terminated.

11.8.14 Tariffs for the Postpaid service would apply as specified by Tata Communications and would be subject to change at any point of time.

11.8.15 In case you do not log on using your Postpaid Dial Up User ID for three continuous billing cycles, a service continuation fee of Rs. 100 would be charged to your third month's usage bill. The services to your Dial Up User ID will remain unaffected. Non payment of such charges may result in discontinuation of the said services.

11.8.16 If at any point in time you reach a usage level on Value Added Services of Rs. 1000, the same would be debited from your credit card account before the monthly bill is raised for Internet usage. You

would be intimated by E-Mail on reaching 80% of this value threshold that a debit request would be sent to your credit card issuing bank for carrying out a debit when the usage amount reaches Rs. 1000. Value Added Services would include the following line items:-

Net Telephony usage charges

Monthly rentals for Net Telephony Special Tariff Plans

Monthly charges for additional mail space subscription

Annual charges for additional mail ID subscription

Global Roaming activation and usage charges

Rentals for Content Services such as PC Security and Britannica Online

However, the line items in the Value Added Services category for calculating the usage amount of Rs. 1000 is subject to change, depending on the launch of additional content services on Tata Indicom Total Internet

11.8.16 For an existing customer of Tata Communications opting to move to the Postpaid Dial Up product, the migration approach decided by Tata Communications would be final and would only be subject to clarification from Tata Communications 12. The Materials shall remain Tata Communications's exclusive property, you being licensed only during subsistence of this Agreement to use it to obtain access to the Services. Upon expiration or termination of this Agreement you shall not have any right or entitlement for availing, accessing or using any Services being subject matter of this Agreement.

13. You understand and acknowledge that to activate and/or use Internet Service of TATA Indicom, you shall be required to load/install and /or download and install Tata Communications's proprietary software.

14. Tata Communications shall not have any liability in any respect whatsoever towards you not being able to access the TATA Indicom Internet Service from any cities other than city of your registered address where TATA Indicom Internet Service may not be available.

## GENERAL TERMS AND CONDITIONS

### 1. Intellectual Property Rights

All corporate names, service marks, logos, trade names, trademarks, websites and domain names of Tata Communications (collectively "Marks") are and shall remain the exclusive property of Tata Communications and nothing in this agreement shall grant you the license to use such Marks. The intellectual property rights comprised in the Services and/or Materials including but not limited to trademarks, patents, copyrights, designs are exclusive property of Tata Communications. Any commercial use of the Services and/or Materials without the express consent of Tata Communications is strictly prohibited,. Any reproduction or redistribution of the Services and/or Materials without the prior consent in writing of Tata Communications is expressly prohibited. You will not directly or indirectly reproduce, distribute, publish, copy, download or otherwise exploit any Third Party Content which is protected by copyright or similar rights unless you own or control the relevant rights thereto or have obtained all the requisite licenses and approvals. For the purpose of this clause "Third Party Content" means all information, software and other content provided by any independent third party that can be accessed through or by virtue of the Service.

### 2. Use of Software

The copyright in the software that is made available to download from Tata Communications website is the owned by Tata Communications and/or its suppliers and/or partners. Use of such software is governed by these Terms of Use. You may not reverse engineer, decompile or otherwise attempt to discover the source code of the software available on the Website. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

3. Use of Services and Materials .

3.1 You agree to use the Materials and Services for lawful purposes only. You are prohibited from posting on, or transmitting through, the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, discriminatory, or other objectionable material of any kind, including, without limitation, material that encourages unlawful conduct. If Tata Communications believes, in its sole discretion, that you have engaged in any of the foregoing conduct, Tata Communications may, (i) remove such content from the Site; (ii) terminate or suspend your account or use of the Services and Materials; and/or (iii) forward the offensive materials, your communications with Tata Communications, and your personally identifiable information to the proper authorities for investigation or prosecution. Tata Communications assumes no responsibility or liability for any claims, proceedings or any other actions whatsoever arising from any use by you of Services and Materials.

3.2 You shall desist from putting unsolicited messaging (generally called spam mail) on Server hosted by Tata Communications. You shall not object to any steps taken by Tata Communications to prevent sending or receiving spam mail through the Service. You 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 you or any other person using your Password/or any other means on Tata Communications Server or web space allotted to you. You agree that Tata Communications is not responsible for any mails (including spam mails) received or sent by you

3.3 You are solely and exclusively responsible for and must provide all telephone, computer hardware and software and other equipment necessary to access the Services. Tata Communications reserves the right to disconnect or deactivate your equipment or software at anytime without prior notice including in situations where the equipment or software is interfering with Tata Communications's other Services. You must comply with Tata Communications's requirements as regards access equipment and/or mode of access to and/or use of the Services.

3.4 Tata Communications reserves the right to amend any particular program, information or facility, which Tata Communications provides or may provide through the Service. You agree to abide by all applicable laws relating to the use of the Service and any Third Party Content. You must abide by generally accepted rules of conduct relating to proper use of Internet resources.

3.5 You acknowledge, accept and specifically declare that you are fully and completely aware of the nature and terms of the Services. It is explicitly agreed and confirmed that Tata Communications does

not undertake any responsibility directly or indirectly with regard to procuring, installing or maintaining the hardware and / or the software at your end.

#### 4. Security

4.1 You are responsible for the security and proper use of all Passwords relating to the Services and must take all necessary steps to ensure that all Passwords are kept confidential, secure, used properly and not disclosed to other people.

4.2 You must inform us immediately as and when any Password has become known to someone not authorized to use it or if any Password is being or is likely to be used in an unauthorized way.

4.3 If Tata Communications has a reason to believe that there is likely to be a breach of security or misuse of the Service Tata Communications may change your Password and notify you accordingly.

4.4 If you forget your Password, by contacting the customer service centre by telephone and satisfying such security checks as Tata Communications may operate, you will be given a new Password on payment by you of charges prescribed in the Tariff Schedule to enable you to use the Services.

4.5 You agree to notify Tata Communications immediately of any changes to the information you give to Tata Communications when registering for the Services, including any changes to your Account details by e-mail, facsimile, courier or registered post.

4.6 You confirm and warrant that all the information supplied by you when you register for the Services is true, complete and accurate in all respects.

4.7 Tata Communications reserves the right to verify the information given by you in the application form and can also use the information through our authorized agent or representative to verify the data at the addresses given by you or from any other independent source. Tata Communications reserves the right to use this information and data at Tata Communications's sole discretion.

4.8 It is your responsibility to change Password as often as possible and not to disclose it to others. Tata Communications will not be responsible for misuse of your Password resulting in usage of your account.

## 5. Restrictions on Use

5.1 You are not allowed to resale the Services and the right to access is subject to limits and restrictions established by Tata Communications from time to time.

5.2 If you are a value added telecom Service provider, you would require necessary permission/license from Dy. Director General (CS), Department of Telecommunications, Sanchar Bhavan, 20 Ashoka Road, New Delhi-110001 or such other Authority as may be designated in the Government for the time being.

5.3 As per Department of Telecommunications, Govt. of India, Telephony on Internet will be permitted on such stipulations as may be notified by the Government. The Services will be terminated for any violation of such stipulations as may be prescribed and notified by the Government in this regard.

5.4 You are required to fully comply with the provisions of the Indian Telegraph Act, 1855, and the Indian Telegraph Rules made thereunder and any amendments thereto or replacements thereof from time to time.

## 6. Warranties and Disclaimers

6.1 Hyperlinks or other web pages accessible from this site will enable you to leave Tata Communications's site. The linked sites are not under the control of Tata Communications and Tata Communications is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Tata Communications is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Tata Communications of the site. Tata Communications and its affiliates do not control or endorse the content of third party websites.

6.2 All Services and Materials provided by Tata Communications under this Agreement are provided on "as is" basis. Tata Communications, its employees, agents, suppliers, vendors and distributors do not make any warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information available on its systems, or residing on or passing through its

interconnecting networks, or that the Service will be uninterrupted or error free. Tata Communications expressly excludes warranties of any kind, either express or implied, including without limitation warranties of title or non-infringement, or any implied warranties or merchantability or fitness for a particular purpose with regard to the services or materials, any transaction performed through the services or on the internet generally, or as to the quality of the call. Tata Communications shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. Tata Communications does not warrant that the Services or Materials will be uninterrupted or error-free or will operate without packet loss or interruption nor does Tata Communications warrant any connection to or any transmission over the internet or that any defects in the services or materials will be corrected. No advice or information given by Tata Communications, its affiliates or their respective employees shall create any representation or warranty.

6.3 Tata Communications does not guarantee or warrant that the files available for downloading from the site will be free of infection or viruses, worms, Trojans or other code that contains contaminating or destructive properties. You are responsible and are urged to implement sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data. You assume total responsibility and risk for your use of the services, materials and the Internet.

6.4 You acknowledge that while every effort is made by Tata Communications to provide the highest quality of Internet Services (whether dial-up or otherwise), you acknowledge that your linking, quality and speed of data transmission with our network is entirely dependent on the telephone lines connectivity as may be permitted by MTNL/BSNL/Basic Services Operator's systems. Accordingly, Tata Communications shall in no event be responsible to you in any manner whatsoever for any failure, defect in connectivity or accidental loss of your connectivity with our network computer or the deficiency in data transmission between your and our network computers or any change in Tariff plan for dial-up access effected by your Basic Services Operator or any inconvenience, damage or loss that may be caused to anyone or of any kind arising therefrom.

## 7. Limitation of Liability

7.1 In no event will Tata Communications be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to damages for loss of profits, business interruption, loss of programs, data or information, and the like) arising out of the use of or inability to use the site, services or materials, or any transactions provided on the service or downloaded or hyper linked from the site, even if Tata Communications or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through, or hyper linked from, the site.

7.2 You also acknowledge and accepts that in the very nature of the Services to be provided there can be number of factors affecting the provision of the Service by Tata Communications and the obligation of Tata Communications to provide the Services shall be on best efforts basis.

7.3 Tata Communications shall not be liable to you for any loss, expense or damage of any kind in connection with the performance of its obligations under this Agreement or arising from disruption, interruption, suspension or malfunction of the Service, for whatsoever reason.

## 8. Indemnity

You agree to indemnify, defend and hold Tata Communications, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third party information providers to the Site, Services or Materials from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your improper use of any Services or Materials, or any violation of this Agreement by you. The provisions of this paragraph are for the benefit of Tata Communications and its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third party information providers to the Site, Services or Materials. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## 9. Termination

9.1 You agree that Tata Communications, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Services or Materials, for any reason, or no reason at all. Tata Communications may also in its sole discretion and at any time discontinue providing the Materials, Services, or any parts thereof, with or without notice. You agree that any termination of your access to the Services or Materials may be effected without prior notice, and acknowledge and agree that Tata Communications may immediately deactivate or delete your account and/or bar any further access to the Services or Materials. Further, you agree that Tata Communications shall not be liable to you or any third-party for any termination of your access to the Services or Materials.

9.2 Tata Communications shall provide Service to you, in accordance with these terms and conditions till the expiry of the specified amount or default by you or upon the expiry of the specified period from the date of registration or termination of services by you, whichever is earlier.

9.3 No refund whatsoever shall be granted to the customer on termination of the Service if there is any credit balance in the account of the customer.

9.4 Tata Communications may suspend the Service during Technical failure modification or repair or testing of the Service network.

9.5 Tata Communications reserves the right to partially or fully withdraw, suspend or terminate the Services with or without notifying you in case your payment instrument is returned unpaid to Tata Communications for whatever reason by your bankers.

9.6 Should Tata Communications suspend or terminate the Service pursuant to this Clause 9 you shall have no right to any data stored and Tata Communications shall be under no obligation to make such data or any copies of it available to you in any form whatsoever. Should this Agreement be terminated for any reason whatsoever your data stored on Tata Communications's facilities will be explicitly erased without prior notice.

9.7 Tata Communications reserves the right to appoint any agency and authorize the agency to do verification of information given by you and collection on its behalf. In case of any incorrect information found in the application form given by you, Tata Communications reserves the right to partially or fully withdraw/suspend/terminate the Service forthwith without any notice in that regard.

9.8 The parties to this Agreement may terminate this Agreement without cause and without prejudice to our rights as specified in this Agreement, by serving at least 30 days written notice on the other side.

## 10. Assignment and Transfer

10.1 Tata Communications may assign this Contract at any time and that will be binding on you.

10.2 This Agreement, the Services and Passwords shall be non transferable by you in nature and any private transfers effected by you shall not absolve you of your primary duty towards Tata Communications for the charges levied pertaining to such particular Contract/Service/Password. However, you may seek permission in writing from Tata Communications for intended transfer. In case of such permission being granted by Tata Communications, you shall be under an obligation to fulfill requisite documentation formalities and payment of charges as specified by Tata Communications from

time to time. You shall be liable and under an obligation to fully discharge your payable dues till the date of such regularised transfer from Tata Communications.

#### 11. Export Control Laws.

The export and re-export of the Software and other materials are controlled by the export laws and regulations of India as they may be amended from time to time. Accordingly, you certify that you are aware of and will comply with all applicable export rules and regulations, including the responsibility to obtain a license for the export or re-export of the Software and other materials to any destination requiring such a license.

#### 12. Notice

Save as specified in this Agreement, any notice or other communication to be given by Tata Communications under this Agreement shall be in writing and shall be served by leaving it or sending it by e-mail, facsimile, courier or post at your address as specified in this Agreement or as notified by you in writing.

#### 13. Governing Law/Jurisdiction

These Terms of Use shall be governed and construed in accordance with the laws of India. You agree that in any legal action or proceeding between you and Tata Communications for any purpose concerning this Agreement, you agree to submit to exclusive jurisdiction of the Courts of Mumbai and you expressly waive all defenses to jurisdiction. Tata Communications's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. Tata Communications may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

#### 14. Severability

If any term or condition of this Agreement becomes illegal, invalid or unenforceable for any reason, such term or condition shall be severable from this Agreement and shall be deemed to be deleted from this Agreement and shall not effect the applicability of other provisions of the Agreement.

#### 15. Headings

That various captions used in this Agreement are for organizational purpose only and shall not be used to interpret the provisions thereof. In any case where captions and related text conflicts, the text shall prevail.

16. Force Majuere

If at any time, during the continuance of the Service, the performance in whole or in part, of any obligation under it shall be prevented or delayed by reason of war, hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lockout or Act of God etc. you will not have any claim for damages against Tata Communications in respect of such non- performance or delay in performance of the Service.

17. You hereby declare that you have read these terms and conditions and the order form completely and that he unconditionally agree to abide by these terms and conditions.