

## TATA COMMUNICATIONS CUSTOMER SERVICE CHATBOT TERMS OF SERVICE

IMPORTANT: BY USING THIS TATA COMMUNICATIONS CUSTOMER SERVICE CHATBOT (“CHATBOT”), YOU GRANT YOUR CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, PLEASE STOP USING THIS CHATBOT.

YOU ALSO AGREE TO ADHERE TO TATA COMMUNICATIONS CODE OF CONDUCT AND APPLICABLE POLICIES INCLUDING BUT NOT LIMITED TO, PRIVACY POLICY, ANTI-BRIBERY POLICY, ACCEPTABLE USE POLICY ETC., MADE AVAILABLE AT <https://www.tatacommunications.com/policies/>

“You” or “Your” means a new/existing employee, Customer etc., who interacts with this Chatbot, directly or indirectly via WhatsApp or Telegram platforms, using their name, e-mail address, phone number etc., in connection with receipt of Service. “We”, “Our” and “Us” means Tata Communications Limited or its affiliates (“Tata Comm”). “Service” means Chatbot functionality made available by Tata Comm via WhatsApp or Telegram platform, to its existing/new employees and customers etc., solely for creation and updation of their service incident request.

Your use and access of this Chatbot is subject to the following terms and conditions and all applicable laws.

This Chatbot functionality is provided “as-is” and Tata Comm makes no representation or warranty of any kind with respect to this functionality or service accessible through this functionality. Tata Comm expressly disclaims all express and implied warranties including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE OR USEFUL, OR THAT CHATBOT WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT CHATBOT WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. ACCESS TO CHATBOT AND/OR RELATED SERVICES MAYBE SUSPENDED OR WITHDRAWN TEMPORARILY OR PERMANENTLY, AT ANY TIME AND WITHOUT NOTICE, AT OUR SOLE DISCRETION. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT CHATBOT/APPLICATIONS WILL BE COMPATIBLE WITH OR ACCESSIBLE USING ALL HARDWARE AND/OR SOFTWARE.

In no event will Tata Comm be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, goodwill, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with this Service and/or the Chatbot, any content on or accessed through this Chatbot or any Service linked to, or any copying, displaying, or use thereof. Also, Tata Comm makes no warranties regarding (i) Your ability to use the Chatbot; (ii) Your satisfaction with the Chatbot, (iii) that the Chatbot will be available at all times, uninterrupted, and error-free, and (iv) that bugs or errors in the Chatbot will be corrected immediately. In case, the Chatbot is unable to adequately address Your query, You will be directed to raise a ticket and get human assistance (if available). The ticket will be assigned to the human agent for assistance. The Chatbot will track the progress on the ticket and will inform the users about the estimated time of the resolution. YOU AGREE THAT YOU SHALL HAVE THE SOLE RESPONSIBILITY FOR PROTECTING YOUR DATA, BY PERIODIC BACKUP OR OTHERWISE, USED IN CONNECTION WITH CHATBOT AND RELATED SERVICES. THE INFORMATION CONTAINED IN CHATBOT AND/OR RELATED SERVICES MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS.

We reserve our right to suspend or withdraw access to the Chatbot, make changes, improvements, bug fixes, updates, upgrades may be made periodically without notice. Further, we reserve the right to change these Terms or availability of Chatbot, from time to time, at our sole and absolute discretion, for any reason or no reason, without liability and without any notice. We shall have no liability whatsoever for the resulting unavailability of the Chatbot or for any loss of data or transactions caused by planned or unplanned system outages or the resulting delay, mis-delivery, or non-delivery of data or other information caused by such system outages, or any third-party acts or any other outages of network connectivity providers or the internet infrastructure and network external to the Chatbot.

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We may periodically or anytime schedule system downtime for maintenance and other purposes. Unplanned system outages and interruptions also may occur. Further, we assume no responsibility, and shall not be liable for any damages to, or viruses that may infect, Your mobile equipment or other property on account of Your access to, use of, or downloading the Chatbot or any material, data, text, or images from the Chatbot.

### Terms for using Chatbot

For the purposes of accessing this Chatbot, you:

- (i) agree to register for Our services by providing accurate data including correct and current mobile number.
- (ii) agree to receive text messages and phone calls from Us or Our third-party providers for the purposes of registration for Our services.
- (iii) agree to comply with the system requirements (i.e.) have certain compatible devices, software and data connection as maybe prescribed; and
- (iv) consent to downloading and installing updates of WhatsApp or Telegram application, including automatic updates.
- (v) to use the Chat Bot only as long as You or Your employer are subscribed to Our Chatbot / service. You must uninstall or stop using and accessing the Chatbot and notify Us when You leave the services of Your employer or are no longer authorized by your employer to access Our Chatbot/and services.

By accepting these Terms of Use, You consent to:

- only use the Chatbot for the purposes permitted herein.
- grant Tata Comm the right to use content submitted to provide the Service.
- being sent Service-related communications and administrative messages to the contact detail communicated at time of registration.
- consent that Tata Comm may have access to your personal data, which is absolutely essential for the operation of the Chatbot functionality.

You are prohibited from:

- a. creating false profiles on the Chatbot
- b. via the Chatbots, distributing data, information, or content of a defamatory, damaging, obscene, offensive, violent, or violence-inciting nature, or that is political, racist, xenophobic or generally in any way contrary to the laws and regulations in force
- c. transmitting, publishing, distributing, recording, or destroying any material, in particular content of the Chatbot, in breach of the laws or regulations in force regarding the collection, processing or sharing of personal data
- d. providing inaccurate information in the Chatbot's applicable forms
- e. referencing or creating links to any content or information available via the Chatbot, without Tata Comm's prior express written permission
- f. selling, exchanging, or monetising information, content, or any data on the Chatbot or Service offered by the Chatbot, without Tata Comm's express written permission
- g. on the Chatbot, practising reverse engineering, decompiling, disassembling, decrypting or otherwise attempting to obtain the source code in relation to any associated intellectual property used to provide all or part of the Services
- h. using manual or automatic devices or software, coding robots or other means to access, explore, extract, or index any page of the Chatbot
- i. endangering or attempting to endanger the safety of the Chatbot. This includes attempts to control, scan or test the vulnerability of a system or network or to breach the security or authentication measures without express prior authorisation
- j. unauthorised use of the Chatbot, logos, trademarks or any other element protected by Tata Comm intellectual property rights
- k. simulating the appearance or functioning of the Chatbot, for example by mirroring
- l. to distribute anything containing a computer virus or any code, file or software program intended to interrupt, destroy or limit the functionality of the Chatbot or its infrastructure.

You are responsible for maintaining the privacy and security of your communications via Chatbot. Tata Comm will not be held liable for any damage or loss that may result from your failure to protect your personal information etc. shared when using Chatbot functionality. If while using the Chatbot the personal data of a third party is recorded, obtaining the consent required for that person's data to be processed and to be transferred to the Chatbot is user's responsibility. In

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order to operate some functions of the Chatbot, we work together with third parties and external service providers, as it is essential for users personal data to be transmitted to or used via these parties to the extent and for the time necessary for the functions to operate. Unauthorized use of Chatbot is not permitted and all interactions must be in accordance with Tata Comm WhatsApp or Telegram User Guide.

Content and users shall be removed in case Tata Comm determine in their sole discretion they are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

### Intellectual Property

- a. All trademarks, copyright, domain names, logos, corporate names, functionality, user experience, look and feel of the Chatbot, colour combinations, etc., including but not limited to the mark TATA COMMUNICATIONS are all intellectual property of, and belong to Us, or Our licensors, as the case maybe.
- b. You hereby acknowledge and agree that We are the sole and exclusive owner or licensee of all intellectual property rights in and to the Chatbot, and related services along with the content and other materials published or made available in relation to the Chatbot.
- c. All rights in respect of the Chatbot are reserved and You agree not to edit, copy, modify, adapt, alter, display, distribute or make any unauthorized use the Chatbot or any intellectual property pertaining to the Chatbot.
- d. The services and/or the underlying processes provided through the Chatbot may be the subject of intellectual property rights reserved by Us or other third parties. Nothing contained herein shall be construed as conferring to You in any manner, whether by implication, estoppel or otherwise, any license, title, or ownership of or to any intellectual property right pertaining to the Chatbot.
- e. You agree not to use the Chatbot and associated services in a manner that would infringe any third-party rights including intellectual property rights.

**Third Party Products, External Service Providers.** You acknowledge that the Chatbot is partially based on third party services (interface, API, etc.) and that in the event of unavailability or dysfunction of one of these third party services, the Chatbot will be unavailable and Tata Comm shall in no case be held responsible for this situation and its consequences. You are alerted of technical risks and access interruptions that may occur.

These Terms and access and use of the Chatbot and related services are governed by the laws of the agreement/service schedule/order form which has been entered between You and Us. Any legal action or proceeding relating to Your access to, or use thereof, shall also be instituted only in the court as per the agreement/service schedule/order form etc. which has been entered between You and Us. You and We agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.