

Terms and Conditions

- Please note – TATA TELESERVICES LIMITED and TATA TELESERVICES (MAHARSHTRA) LIMITED [hereinafter referred together as “TTL”], provides Wi-Fi services under the Brand Name TATA TELE Wi-Fi.
- **IMPORTANT NOTICE:**

By using the TATA TELE Wi-Fi Service, features or activating use of TATA TELE Wi-Fi systems you agree and accept to these terms and conditions. You acknowledge that you are above the 18 years of age and that you are responsible for all charges incurred by you while using the Service. Please read the following terms carefully before continuing to use this Service. If you do not agree with any of these terms, please do not use this Service. If you have any questions about these terms, please contact wificare@tatatel.co.in. This is a binding agreement between you (“the User”) and TTL (“TTL”) for use of TTL’s Wi-Fi services (the “Service”) from a designated site with access points (“the Hotspot”) in accordance with the TATA TELE Wi-Fi Terms and Conditions set forth below (the “Terms”) and any applicable TATA TELE Wi-Fi Service or Wi-Fi Rate/Tariff Plan, TTL’s Acceptable Use Policy and such other policies as TTL may adopt (collectively, “Policies”), each as they may be amended from time to time at the sole discretion of TTL and as may be posted from time to time at the TTL website at www.tatatelewifi.com. These TTL Terms, any Wi-Fi Plan you have agreed to, and the Policies, including any TTL materials that you have received in connection with your account, govern the use of the Service. In the event of any inconsistency, except as otherwise expressly stated in any of the foregoing, these Terms and Conditions will prevail in case of any conflict. You do not have the authority to vary, alter or amend any of the provisions of this Agreement. You agree TTL may change the provisions of the Agreement from time to time without notice, and agree to abide by such amended provisions effective on the date such changes/amended provisions are uploaded on the TTL website. The change(s) shall become binding on you from the date of their posting.

- **ACCEPTANCE BY THE USER AND USE OF THE SERVICE**

You acknowledge that you have read and understood and that you agree to be bound by these terms. By providing your personal details to TTL you are consenting to its use in accordance with our Data privacy policy. By accessing the Service, you warrant and represent to TTL that your use of the Service is legal. As Wi-Fi user, you agree to the terms and conditions contained herein, the OTP will be sent to the User irrespective of DND registration status of User's mobile number. TTL makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Service, its use by you, the information obtained through the Service, information regarding the Service provided by it, you or your personal information or material and information transmitted through the Service provided by TTL.

- **MODIFICATION/AMENDMENT OF TERMS AND/OR TARIFFS**

TTL may modify these terms at its sole discretion. The tariffs and/or rates charged for using the Service are subject to change without prior notice at TTL's sole discretion, therefore you should check all current tariffs before availing the Services.

- **REQUISITES**

You are responsible for ensuring that the device, product, system and/or equipment used by you is compatible with the Service and is in compliance with all applicable laws. The availability and performance of the Service is subject to the limitations of device, product, system and/or equipment used by you, the range of operation of the Service and factors at the location such as power availability and good environmental conditions. The Service may not be accessible, be limited, or curtailed at certain times, or its access may be interrupted and TTL shall not be responsible for any delays, damage, loss, failures, errors or omissions or loss of transmitted information as a result of such interruptions or improper accessibility. Nor shall TTL be responsible for the transmission of viruses or other contaminating or destructive programs through its Service and the use of the Service is at your sole risk and cost. TTL may suspend the operation of the Service for support or maintenance work or otherwise, in order to update the content or for any other reason. TTL may impose usage or Service limits, suspend access to the Service, or block certain kinds of usage in its sole discretion to protect you, other users or its business. Network speed is no indication of the speed at which a device, product, system and/or equipment used by you sends or receives data. You agree that sharing the Service with another party breaches the terms and may constitute fraud or theft, for which TTL, its affiliates, directors, employees and its agents reserve all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on the TTL network. You agree that TTL may access your information etc. to enable, operate and update the Service and software; investigate activity that may be in violation of these terms; and/or to comply with applicable law. TTL shall not under any circumstances whatsoever be held responsible or be liable for any issues and/or disputes whatsoever with respect to billing etc. arising out of usage by you of TTL's roaming partners at any TTL hotspots and/or at TTL's roaming partners' sites.

- SECURITY

For security reasons, you may be required to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and the TTL Wi-Fi Service servers. TTL shall not be responsible for any information that you may lose if your session is terminated due to prolonged periods of inactivity between your browser and the TTL Wi-Fi Service servers. You must at all times comply with all directions issued by TTL or its service partners relating to use of the Service. You must not send or disclose your pin/OTP/password to any other person or store it in a manner that would reasonably allow another person or entity to obtain access to it. You must not keep your pin and/or password at a location where it is capable of being copied or used by any other person. TTL shall not be responsible if your password is copied and used for accessing TTL Wi-Fi services. No amount shall be refunded due to loss of card or password. TTL is entitled to rely on the information provided by you during the online purchase of a voucher by using a credit card. TTL cannot and does not verify that the person who has purchased the card online is the owner of that credit card, which he/she used to buy the voucher. You must immediately notify TTL if you become aware that your user account details and password is known by a third party or of any unauthorised use of your password. In the event of such notification and verification, if any, TTL will take reasonable measures to change the password for you. You understand that TTL will use commercially reasonable efforts to secure the Service and the systems in its control that are used to access the Service; however TTL cannot guarantee the effectiveness or availability of the Service. However, the internet is sometimes unreliable and is a difficult medium to secure and that wireless communications can be intercepted by technology designed and intended for that purpose. TTL therefore does not guarantee the absolute security of TTL Wi-Fi or the systems (including the internet, your hardware and software) used to access TTL Wi-Fi, or any information that passes through such systems. TTL will not be liable to you or any other party

for any loss, damage and injury that may result from your or any other party's use of the Service.

- PUBLIC FORUMS

TTL shall not be responsible for any material that is submitted to the public areas by you including but not limited to bulletin boards, chat rooms. It is hereby clearly expressed that all such material (whether submitted by you or any other User) is not endorsed, reviewed or approved by TTL.

- USER SUBMISSIONS

You undertake and guarantee that you shall not use the Service or allow the Service to be used in any manner as specified below. TTL reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that there is a likelihood that it may, including but not limited to

1. Defame abuse, harass, stalk, threaten or otherwise violate the rights of other Users or any third parties.
2. Send, knowingly receive, upload, download, or use, publish, post, distribute or disseminate any defamatory, obscene, abusive, menacing, indecent or unlawful material or information.
3. Post which may be offensive, indecent, menacing, nuisance or is a hoax call or may cause annoyance, inconvenience or needless anxiety.
4. post, transmit or upload files or information that contain viruses, corrupted files or any other similar software or programmes or disruptive component that may damage the operation of the Service and/or a third party's system, product, device and/or network.
5. Submit particulars that you do not have the right or authority to submit under any law or any contractual or fiduciary.
6. Violate any copyright, trade mark, other applicable Indian or international laws or intellectual property rights of TTL or any other third party.
7. Restricts or inhibits any other User from using or enjoying the Service, including without limitation by means of "hacking" or otherwise with respect to the Service.
8. Sharing of OTPs or using multiple mobile numbers not belonging to the user for using the service. If such a use is detected, TTL reserves the ability to restrict or inhibit the users under the fair Usage Policy.
10. Breaks any law or the conditions of any licence or rights of others, or TTL's acceptable use policy which may be amended from time to time by TTL at its sole discretion.
11. May adversely affect or is likely to affect how the Service is provided to you
12. Attempt to probe, scan or test the vulnerability of a system or network or Service or to breach security or authentication measures.
13. Send or attempt to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail".
14. Use or attempt to use the Service to send altered deceptive or false source-identifying information.
15. Exceed the download limitations relevant to the particular period of Service purchased by you.
16. Resell, or attempt to resell, the Service to any third party.
17. Use the Service in any manner not permissible in law.
18. Not indulge in or allow your equipments to be used for any kind of cyber frauds including credit cards fraud and any activities connected to cyber crime.
19. Use the Service in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent.

20. Violation of the above shall lead into criminal prosecution.

- TTL does not routinely monitor the use of the Service by you like postings etc. to a website etc. but reserves the right to monitor, intercept and/or disclose any transmissions etc while using the Service. However, if TTL becomes aware of any inappropriate use of a website or the Service, TTL will respond in any way that it deems appropriate in its sole discretion. You confirm and acknowledge that TTL shall have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, TTL will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet through the use of the Service. You agree to indemnify TTL and its partners, directors, affiliates, assigns, employees, agents, and investors against all and any losses or claims arising from any breach of the terms and conditions, policies, notices by you, and against any claims or legal proceedings arising from your use of the Service which are brought or threatened against us by another person or entity. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold TTL and its partners, directors, affiliates, assigns, employees, agents, and investors harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Service or the use of the voucher by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third party. TTL reserves the right to terminate access to the Service at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms. In the event of any misuse of the Service, immediate action to suspend the service without notice may be carried out and TTL may institute legal action. You shall defend, indemnify and hold TTL, its partners, directors, affiliates, assigns, employees, agents, and investors harmless against any and all claims, losses, or liability arising under this section. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

- FAIR USAGE POLICY

TTL's Wi-Fi Fair Usage Policy is designed with the intent to provide the best in class internet experience to all our customers. A very small number of customers may use an excessive amount of the network bandwidth and impair the experience of a large majority. Hence, through this policy, TTL reserves the right to address this imbalance and give all customers the opportunity to experience the network in an optimal fashion. Under the policy, fair usage levels (in terms of data as well as number of access attempts) for complimentary Wi-Fi usage have been defined and needless to mention, the usage levels are set above normal usage such that most customers will not be affected by the Fair Usage Policy. On reaching the fair usage level, TTL reserves the right to rationalize the plan speed or block further access for a period of time to enable all customers to access complimentary Wi-Fi. The restrictions would be removed post the expiry of the pre-determined period.

- THIRD PARTY CONTENT & PROMOTIONS

TTL Service login pages features advertisements and promotions of third parties. Where it is apparent that products, services, information etc. are not provided by TTL, your legal relationship in respect of those products, services, information etc. shall be with such third party supplier to whom such product, service, information etc. belongs. TTL does not check or

warrant the accuracy or completeness of the information or the suitability or quality of the products, services etc. of the third parties. You must make your own enquiries with the relevant third party supplier directly before relying on the third party information or entering into a transaction in relation to the third party products and services etc. supplied through the Service. You are advised to agree to the 'terms and conditions' laid down by such third party. If you are using a promotional plan, then specific promotional terms and conditions may apply.

- **DISCLAIMER OF LIABILITY**

TTL does not control, nor is it responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service or your acts of commission and omission while using the Service or the use and/or misuse of the Service. TTL reserves the right to install, manage and operate one or more software, monitoring or other solutions designed to assist us in identifying and/or tracking activities that we consider to be illegal or violations of these Terms, including but not limited to any of the activities described in this section. We may, but are not obligated to, in our sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information (including but not limited to emails) that we consider to be actual or potential violations of the restrictions set forth in these Terms, including but not limited to those activities described in this section and any other activities that may subject TTL to liability. TTL is not in any manner responsible for the content, accuracy, timelines or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You access such materials at your own risk. TTL, its partners, directors, affiliates, assigns, employees, agents, and investors disclaim any and all liability for any failure on its part to prevent such materials or information from being transmitted over the Service and/or into your device, product, system or any other equipment. TTL has no responsibility for third party provider policies, or their compliance with them. If you elect to download or otherwise enable any software, including any client-based software designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service. In no event, will TTL, its partners, directors, affiliates, assigns, employees, agents, and investors be liable for any lack of privacy which may be experienced with regard to the Service. Notwithstanding anything else in this agreement, to the maximum extent permitted by applicable law, the Service will be provided on an "as is" and "as available" basis, and TTL disclaims and makes no representations or warranties and there are no conditions of any kind, either express, implied or statutory, including but not limited to any warranties of non-interference, merchantability, fitness for a particular purpose or use, security, viruses, or arising from course of dealing or usage of trade. To the maximum extent permitted by applicable law, TTL also disclaims any common-law duties relating to accuracy or lack of negligence. In addition, there is no warranty of title, against interference with your enjoyment of the service or against infringement. You assume all responsibility and risk for use of the service. We do not authorize anyone to make a warranty of any kind on our behalf and you should not rely on any such statement. Any statements made in any packaging, manuals or other documents, written or electronic, or by any TTL employees or representatives or agents, are provided for informational purposes only and not as representations or warranties of any kind by TTL. Neither TTL nor its affiliates, their agents or suppliers warrant that the service will be uninterrupted or error free or free from service degradation, or that any information, software, or other material accessible on the service are free from viruses etc. without limiting the aforesaid, the quality of the service may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions, overall network usage levels, network signal quality, user and third

party equipment performance, including the device, internet traffic levels, and other factors. Some states do not allow the disclaimer of implied warranties, so the above exclusion may not apply to you in whole or in part.

- LIMITATION OF LIABILITY

Under no circumstances shall TTL, its partners, directors, affiliates, assigns, employees, agents, and investors be liable to you, any user, or any third party on account of your or that party's use or misuse of or reliance on the TTL Service arising from any claim relating to this agreement or the subject matter hereof. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if TTL, its partners, directors, affiliates, assigns, employees, agents, and investors have been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Service, from inability to use the Service, or from the interruption, suspension, or termination of the Service (including such damages incurred by third parties). This limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised on the Service or received through any links provided in the Service, as well as by reason of any information or advice received through or advertised on the Service or received through any links provided in the Service. This limitation shall also apply, without limitation, to the costs of procurement of substitute goods or services, lost profits, or lost data as specified in this Agreement. Such limitation shall further apply with respect to the performance or non-performance of the Service or any information or merchandise that appears on, or is linked or related in any way to, the Service. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law. Without limiting the foregoing, TTL will not be responsible for any delay or failure in performance due to events beyond the control of TTL, including but not limited to flood, fire, accident, embargo or other governmental acts, delay or defect in delivery by suppliers, transportation delay or unavailability, riot, war, act of terrorism or of the public enemy, power outage, labour dispute or shortage, severe computer virus, third party network problems or acts of god. You acknowledge that the Service is only available within the coverage area of the TTL network, which is subject to change and that the Service may be temporarily unavailable for scheduled or unscheduled maintenance, equipment modifications or upgrades, and for other reasons within and without the control of TTL.

- TERMINATION

You understand that if at any time you are not regular in paying any amounts owed to us or are in non-compliance of the terms and conditions and/or policies, TTL may terminate the Service immediately in our discretion without notice. Despite termination you will be liable for payment of any amounts due or other obligations incurred before or upon termination. Further, TTL reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, either in whole or in part, at any time in its sole discretion.

- INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that all intellectual property rights (including, but not limited to copyrights (including rights in software), trademarks, database rights, patents and inventions) in and relating to the Service are owned by TTL and its licensors or contractors. Nothing in this agreement operates to transfer any such intellectual property rights to you. You agree not to reverse compile, modify, disassemble or reverse engineer or otherwise attempt to derive the

source code from the binary code of any firmware or software used to provide the Service or used in connection with the Service. You shall indemnify and keep indemnified TTL, its partners, directors, affiliates, assigns, employees, agents, and investors against any losses or damages that TTL suffers as a result of use of the IPR of TTL or of a third party by you without obtaining an appropriate license or permission from TTL or the relevant third party.

- EXTERNAL LINKS

External links may be provided for your convenience, but they are beyond the control of TTL and no representation is made as to their content. TTL has not reviewed all of the sites linked to the internet through the Service and is not responsible for the contents of any such linked site. Use or reliance on any external links and the content thereon provided is at your risk. The inclusion of any link does not imply endorsement by TTL of a site and/or link etc. Use of any such linked web site is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of TTL. You shall have to contact TTL if you would like to link to this website or would like to request a link to its website.

- INDEMNIFICATION

You agree to indemnify, defend and hold TTL, its partners, directors, affiliates, assigns, employees, agents, and investors harmless from and against any and all claims, damages (actual and consequential), losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of the terms; (ii) your violation of the undertaking, representation and covenants mentioned above; (iii) your use of the Service and/or (iv) your activities in connection with and through the Service.

- General

1. These terms and conditions constitute a record of the agreement between you and TTL in relation to your use of the Service. Unless otherwise specifically stated these terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and TTL in respect of your use of the Service. These general terms and conditions are in addition to and are to be read in conjunction with any special terms and conditions that may be applicable to services availed by you.

2. TTL may at any time modify any relevant terms and conditions, policies or notices. You acknowledge and affirm that by using the Service from time to time, you shall become bound to the current version of the relevant terms and conditions, policies or notices and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible at all times for reviewing the then current version each time you use the Service.

3. No indulgence or extension of time granted by TTL shall constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of TTL in terms hereof, save in the event or to the extent that TTL has signed a written document expressly waiving or limiting such rights.

4. TTL shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

5. All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. In the event any provision of these terms and conditions, policies and notices is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable

such provision shall be deemed to have been deleted from these terms and conditions, policies and notices, while the remaining provisions shall remain in full force and effect. TTL's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither shall the course of conduct between the parties nor trade practice shall act to modify any provision of these terms and conditions, policies and notices.

6. This Agreement shall be governed by and construed in accordance with the laws of India without giving effect to any principles of conflict of law. Any dispute shall be subject to the exclusive jurisdiction of courts at New Delhi.

- If you have any questions, comments or concerns arising from the Service, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which TTL is handling your personal information please contact at wificare@tatatel.co.in or call Tollfree number 18002669434.
- TTL reserves the right to change, modify or update these Term, Policies, Agreement at any time without notice.
- By clicking on the login button above you will be deemed to have read, understood, accepted and agreed to being bound by the foregoing terms and conditions of use.