

BY USING, BROWSING OR SIGNING UP ON THE AIRTEL-VODAFONE APP/ WEBSITE/ BROWSER (THE “PLATFORM”), A CUSTOMER AGREES TO FOLLOWING TERMS & CONDITIONS. PLEASE DO NOT USE THE PLATFORM, SHOULD YOU NOT AGREE TO THESE TERMS.

1. ACCESS TO AND USAGE OF THE PLATFORM

- 1.1. Access to and services under the Platform are being provided by Jersey Airtel Limited (“JAL”) and Guernsey Airtel Limited (“GAL”) to only the subscribers of JAL and GAL.
- 1.2. The licence is being provided on a non-exclusive, non-transferable basis to use the Platform on any electronic device and avail any services therein, in each case, for personal non-commercial use only. No monetary cost will be charged to download or use this Platform.
- 1.3. The benefits under the services availed are non-transferable. No exchange or redemption for an equivalent cash amount or in any other form shall be allowed.
- 1.4. To re-iterate, the rights granted under the licence are non-transferable, whether for any consideration or free of cost. If you part with the device on which the Platform is used/ installed, you must remove the Platform (in case of an App) and sign-out from the Platform from the device. If you download or stream the Platform onto any phone or other device not owned by you, it must be authorised. In any event, the responsibility for complying with these terms, whether or not you own the phone or other device will be yours.
- 1.5. We reserve the right, at our sole discretion, to modify these terms & conditions or any part thereof at any time without prior notice, including if so required in view of business exigencies and/or guidelines issued/amended by any statutory agency, and the same shall be binding on the Customer/ subscribers. The amendments may also be undertaken by way of provisions or notices published elsewhere on our website.
- 1.6. These terms and conditions shall constitute an agreement between us and each Customer. By accepting these terms and/ or availing the services, the Customer accepts these terms & conditions as binding upon him/her.
- 1.7. You agree to:
 - (a) use, make use of, cause, allow or permit to be used the Platform for personal use only and not for any commercial purposes or distribute it commercially;
 - (b) strictly abide by the terms and conditions herein, and not create any third-party interest whatsoever in the Platform or usage thereof, without prior written consent from us;
 - (c) not use, make use of, cause, allow or permit to be used the Platform for any improper, fraudulent, or unlawful purposes or for the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature, or which is pornographic, or contains threats of any kind, is defamatory in any way or breaches confidence or which incites hate
 - (d) not amend, alter or modify the Platform nor undertake or permit any unauthorised usage of the Platform in combination with any other programs or devices;
 - (e) not infringe the intellectual property rights in and related to the Platform or any third party's intellectual property rights, including by using the data or contents therein, nor promote the doing of or attempt to do any such things. All intellectual property rights in the Platform, belong to us (or our group companies or affiliates). You have no intellectual property rights in, or to, the Platform;

- (f) not use, make use of, cause, allow or permit to be used, copy, modify, store, forward, publish or distribute the content without our express permission. To that end, you shall also ensure confidentiality of the information/ content available/ displayed on the Platform, and should any liability arise on account of the dissemination of any such information or content, that will be solely to your account. It being clarified that, we shall not be responsible for or have any liability in relation to any such dissemination and/ or unauthorised use of such information or content;
- (g) be responsible for all damage or loss caused to us or third parties due to misuse of the Platform other than any acts or omissions caused by us.

1.8. The Platform will enable you to view the indicative usage details of your account, i.e. indicative unbilled usage of the minutes/SMS and data allowance on your account. Please note that the details reflected on the Platform are provided on an estimate basis and the final billed amounts/ usage details shall be reflected in the invoices/ bills raised on each account. You agree to make prompt payments against the invoices/ bills raised within the due date specified and not hold us liable for/ claim in respect of any differences between the estimates/ indicative values provided and the final amounts/ usage reflected in the invoices/ bills raised.

2. ADDITIONAL APPLICABLE TERMS

- 2.1 In addition, the following terms also apply to your use of the Platform: <https://www.airtel-vodafone.com/terms-and-conditions>
- 2.2 Separately, the usage of the Platform (if an App) may also be controlled by the relevant app-store and play-store such as Apple Inc. and Google Inc.'s rules and policies and in case of any contradiction between the two, those rules and policies will apply instead of these terms.

3. PRIVACY TERMS

- 3.1 We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy can be found in the General service terms and conditions section of our website website at www.airtel-vodafone.com These terms also apply to your use of the Platform.
- 3.2 Note that internet communications and exchange may not always be private or secure and that any message or information you send using the Platform may be read or intercepted by others, even if the notice states otherwise.

4. ELIGIBILITY AND REGISTRATION

You must be at least 18 years of age to be eligible to accept these terms, browse through and use the Platform..

5. COMPATIBILITY WITH OPERATING SYSTEM AND APP UPDATES

Application in case of Web Browser:

The Platform is compatible with the following web browsers – Edge, Firefox, Safari, Opera, Chrome and web view in iOS and Android. It is recommended to use the latest versions.

Applicable in case of an App:

- 5.1 To download and use the App, you will need a mobile device (which should be compatible with the app) with the following minimum specifications: for Android, API Level 21/Android 5.0 (Lollipop) or later and with Apple, iOS 9 or later. It is recommended to use the latest versions.

- 5.2 The App will need to be updated from time to time. We may also automatically update the App to better interface, improve performance, experience, resolve security issues, etc. or, ask you to update. If you do not update the App regularly or accept automatic updating, you may not be able to get the latest enhancements or might face issues while using the App.
- 5.3 The App is not compatible with Microsoft OS devices and devices whose OS do not match with the compatibility list above.

6. DATA COLLECTION

- 6.1 We will be collecting and using technical information about the devices you use the Platform on and related software, hardware and peripherals to improve our products and to provide any services to you.

7. THIRD PARTY WEBSITES AND SERVICES

- 7.1 If the Platform or any Service contains links to other third-party websites, please note that such websites are independent and not under our control. We are not responsible for such use or monitor their content or policies. Such usage or access should be at the Customer's discretion and judgment.
- 7.2 Further, please note that we partner with third-party service providers in relation to the payment gateway services provided on the Platform. Usage or access of these third-party services on the Platform by Customer should be at its own discretion and judgment. The Customer agrees to be bound by the relevant terms and conditions of the respective third-party service providers to the extent applicable to it.

8. LIABILITY AND INDEMNITY

- 8.1 Notwithstanding anything to the contrary contained herein or any other document or understanding:
- (a) the Customer expressly acknowledges and agrees that use of the Platform is at his or her own sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the Customer. To the maximum extent permitted by applicable law, the access and services under the Platform are provided "as is" and "as available" without support or maintenance, with all faults and without warranty of any kind, and we hereby disclaims all warranties and conditions with respect to the usage of the Platform and services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of, satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant against interference with your enjoyment of the Platform, that the Platform will meet your requirements, that the usage and operation of the Platform will be uninterrupted or error-free, or that defects in the licensed application or service will be corrected. No oral or written information or advice given by us or our authorised representatives shall create any representation or warranty.
 - (b) we shall not be liable to you personally for any loss, injury or damages (including but not limited to any special, indirect, consequential or punitive damages, lost profits, lost revenues or other incidental damages) arising out of or in relation to the use/ misuse/ non-use/ inability to use the Platform;
 - (c) we shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, liabilities and the like howsoever caused or arising from any breach or failure by us caused or arising from any breach or failure by us to perform any of the terms and conditions in relation to the Platform.

8.2 You may create a back-up of any content and data used in connection with the Platform, to recover such information in case of any interruptions with the usage of the Platform.

8.3 The Customer shall fully indemnify and hold us harmless at all times against all actions, claims, proceedings, costs (including legal costs incurred by us), liability, losses and damages whatsoever and howsoever arising which may be brought or commenced against us by any person and/or which we may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of the use or operation by the Customer or any person in any way (whether with or without the authorisation and/or permission of the Customer) of the Platform. Further, the Customer agrees to provide us all possible assistance in respect of us defending any third party claims covered under this clause.

9. TERMINATION OF ACCESS RIGHTS AND LICENCE

We reserve the right to discontinue/ terminate your licence to use the Platform at any time if you have breached these terms. In such case, you must delete and uninstall the App and stop all activities on the Platform and usage thereof. We may remotely access your devices and remove the App/ block the Platform from them and discontinue services provided to you.

10. IOS USERS

10.1 Set out below are important terms specified by Apple for iOS users of the App.

“**Apple**” means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California, 95014, U.S.A.

10.2 These terms are between you and JAL/ GAL (as the case may be) and not between you and Apple, though separate terms may apply between you and Apple (see above).

10.3 JAL/ GAL (as the case may be) and its licensors are solely responsible for the App and its content. Apple has no obligation to provide any maintenance and support services with respect to the App. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App.

10.4 JAL/ GAL (as the case may be) and not Apple are responsible for addressing any claim by you or any third party relating to the App or your possession and/or use of that App, including, but not limited to: (i) product liability claims and/or (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement.

10.5 JAL/ GAL (as the case may be) and not Apple will be responsible for the investigation, defence, settlement and discharge of any third party claim that the App or your possession and use of the App, infringes that third party's intellectual property rights.

10.6 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

10.7 Apple and its subsidiaries are each third-party beneficiaries under these terms and shall have the right to enforce these terms against you as a third-party beneficiary.

11. SEVERABILITY

If any part or any provision of this agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of the Agreement. No waiver by either party to any provisions of the Agreement shall be binding unless made in writing. The failure by either party to enforce at any time for any period any one or more of the terms or conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions to the Agreement. .

12. DISPUTE RESOLUTION

- 12.1 Any dispute or claim (contractual or non-contractual) arising out of or in relation to this agreement, including disputes as to its formation, will be governed by and construed in accordance with the laws of the Bailiwick of Jersey, in the case of JAL and Bailiwick of Guernsey, in the case of GAL. Subject to the point above, we and the Customer submit to the exclusive jurisdiction of Royal Court of Jersey (in case of JAL) / Royal Court of Guernsey (in case of GAL) alone for all matters arising under or in relation to this agreement.
- 12.2 In addition to the limitations mentioned in this document, in no event will we or our directors, managers, officers, employees, agents or other representatives be liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages of any kind, arising out of or related to this Platform/ services herein. Total liability, whether in contract, warranty, tort (including negligence) or otherwise, shall not exceed the last fee paid by the Customer.

13. CUSTOMER SUPPORT

If you need more information or assistance about or in relation to the Platform or clarification in relation to these terms, please contact 121@airtel-vodafone.com