

## Broadband Digital Activation Terms and Conditions

The Terms and Conditions mentioned herein shall form part of Customer Enrollment Form (CEF) overleaf signed by the Customer and shall be binding on Him/Her.

### DEFINITIONS:

- (i) **'Bharti Airtel Limited'** or **'Airtel'** means a company incorporated under the provisions of Companies Act, 1956, having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi -110 070
- (ii) **"CEF"** or **"Customer Enrollment Form"** or **"Form"** means this form that has to be filled and executed by any person for becoming a Customer of Airtel and it includes these terms and conditions;
- (iii) **'Customer'** shall mean a person (including any entity or association of persons) who has subscribed to the Services after completing the required formalities i.e. making necessary payments etc. and gets activated on Airtel Network. Mere execution of the CEF shall neither constitute person to be a customer/subscriber or consumer of Airtel;
- (iv) **'Customer Equipment'** shall mean any equipment not provided by Airtel;
- (v) **'Customer Premises Equipment'** or **'CPE'** shall mean and includes the telephone instrument, modem, routers, batteries, model Set Top Box, Remote Control Unit, connector, cable, all software, hardware and any other equipment/accessories included with it and supplied by Airtel or any of Airtel's affiliates / subsidiaries to the Customer, as per the Plan, during the Enrollment Period.
- (vi) **'Digital Services'** shall mean Over the Top Content (OTT) and/or any supplementary/additional services made available to the Customer through any of Airtel's affiliates / subsidiaries or third party service provider(s), from time to time.
- (vii) **'DoT'** refers to Department of Telecommunications.
- (viii) **'Enrollment Period'** shall mean the period commencing upon activation of the Services and shall run in concurrence with the License Agreement issued by DoT under which Airtel is authorized to provide telecom Services within the Network unless otherwise terminated and shall be subject to all applicable laws, rules, regulations, notifications, order, directions of the Government/Courts/ Tribunal/TRAI, including the Indian Telegraph Act 1885 and rules framed there under, and shall further be subject to terms and conditions of this form.
- (ix) **"Installation Address"** means the address delineated in the CEF by the Customer for installation of Equipment for receiving Service; ix) **"IP Addresses"** means operation of Internet Service which requires IP addresses (static or dynamic) for each permanent connection on Internet.
- (x) **'IP addresses'** means operation of internet service which requires IP addresses (static or dynamic) on each permanent connection on internet.
- (xi) **'Network'** shall mean Airtel's telecommunication network in the concerned telecom circle through which Services are or would be made available to the Customer. **'Other Service Provider' / 'OSP'** means a company providing Application Services like tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call centre, network operation center etc. by using telecom resources provided by Telecom Service Providers.
- (xii) **'Plan'** shall mean the terms of offer for the Services and/or Digital Services or a combination thereof, as the case may be. Charges for the Plan shall include Tariff, applicable charges/ rental for CPE and charges for Digital Services;
- (xiii) **'Service'** or **'Services'** shall mean all telecom and allied services provided by Airtel to its Customers, including, without limitation, voice telephony, data and internet, but shall not include Digital Services.  
;
- (xiv) **'Tariff'** shall mean all the rates, fees, charges, levies, etc. and related conditions, other than the charges for Digital Services, at which Services may be provided, including but not limited to activation

or installation fees, one time charge for onboarding the customer, usage charges, deposits, advances and service charges including service tax and any other statutory outgoings under the tariff schedule as notified by Airtel for providing Services and the tariff shall have the same meaning as contained in Tariff Telecommunication Orders issued by the TRAI. 'TRAII' refers to Telecom Regulatory Authority of India.

## **1. RESERVATIONS**

Airtel reserves the right;

- 1.1 To seek and/or verify the particulars including financial information provided by the Customer, either by itself or from independent sources.
- 1.2 To reject any CEF in case the particulars provided therein are incomplete, incorrect or for any other legally just and valid reason and without any liability whatsoever. The information provided by the Customer/gathered by Airtel shall become Airtel property even if the application is rejected and Airtel is not liable to return the same.

## **2. DISCLAIMERS AND LIABILITY LIMITATION**

- 2.1 Airtel makes no express or implied warranties, guarantees, representations or undertakings whatsoever regarding the Service/equipment/ Digital Services etc. unless expressly mentioned in the Form.
- 2.2 Airtel shall not be liable to Customer and/or any person, firm, body corporate claiming through, under or in trust for the Customer and the Customer hereby waives and agrees to continue to waive all claims/actions of any delays, losses including, but not limited to, loss to business, profit, revenue or goodwill demands fees, cost, expenses, order judgment, etc. direct, incidental or consequential arising out of any delays, errors or defects or other failure with respect to the Service/ Digital Services and all additional/supplemental Service, equipment or billing, payment or collection to the extent such interruption, delay error or defect is due to reasons mentioned in clause 4.6 hereof. Further the Customer remains solely responsible for his own negligence, acts or omission.
- 2.3 Airtel shall not be responsible for any acts of franchises or any other third party with respect to schemes which are not authorized by Airtel or which are purported to have been offered on behalf of Airtel without the explicit and specific sanction in writing of Airtel.
- 2.4 It is clearly understood that installation/shifting of broadband, fixed line services or IPTV service require several vital and time consuming activities, inter-alia, feasibility check of the area, laying down of cables, proper wiring of the area premises, allocation of tag in the switch, configuration of the STB, other technical requirements etc. and therefore Airtel does not guarantee the provision of services or prescribe any fixed timeline after execution of the CEF, during which the said Services shall be activated. Airtel shall endeavor to activate the Service within reasonable time and it is expressly agreed that the person executing the CEF shall not be entitled to raise any claim or action or damages of whatsoever nature on account of non-activation or delayed activation of Services due to technical non-feasibility and the Customer shall only be entitled to refund of the initial amount paid by the Customer.
- 2.5 The DSL/ Broadband speed available to the Customer is the maximum prescribed speed for which the Customer is entitled and Airtel does not hold out any assurance that the said speed shall be maintained at all times and the same may vary depending upon the Network congestion, technical reasons or any other unavoidable circumstances.

- 2.6 Airtel will not incur any liability for any of its bona-fide action taken to protect intellectual property rights (IPR) even if the information on the strength of which it has taken any action is later discovered to be unfounded or false.

### **3. CUSTOMER UNDERTAKINGS**

The Customer undertakes and agrees:

- 3.1 That documents/details submitted by Customer along with CEF are subject to clearance/acceptance by Airtel. In case of non-acceptance rejections of documents, the refund wherever applicable would be made as per TRAI regulations from time to time.
- 3.2 To pay to Airtel the charges as published and notified by Airtel from time to time.
- 3.3 That he is fully conversant with the Services and/or Digital Services and/or any other additional and supplementary Services provided by Airtel or its affiliates / subsidiaries or third party service provider(s), as the case may be, together with its respective charges, specifications, requirements, limitations etc. and has signed this Form upon such understanding.
- 3.4 The provisions of Indian Telegraph Act 1885 and the Rules and Regulations framed thereunder (including amendments thereto) shall be applicable to the Services and in case of any conflict between the provisions thereof and the terms of CEF, the provisions of law shall prevail.
- 3.5 To comply with all applicable laws, bye-laws, rules, regulation, order, direction, notification, etc. of the Government/Court/tribunals/TRAI/DoT/Ministry of Information and Broadcasting (MIB) and shall also comply with all directions issued by Airtel related to Network, service, equipment, or any other connected matter and shall provide to Airtel all information and co-operation as may be required by Airtel from time to time.

### **4. PROVIDING THE SERVICE**

- 4.1 The Service shall be provided within a reasonable time of receipt and acceptance by Airtel of the CEF and subject to technical feasibility.
- 4.2 Airtel shall allocate a telephone number and/or broadband ID/Account ID at its sole and absolute discretion and connect Customer Equipment or CPE, as the case may be, to the network and will use all reasonable endeavors to maintain connection and provide Service/s throughout the Enrollment Period. The said number/ID shall remain in the exclusive domain of Airtel and the Customer is entitled to use the same only during the Enrollment Period. Upon termination of the Enrollment Period, Airtel shall have the right to allocate the said number/ID to any other Customer in its sole discretion and can also alter/change the same for any reason whatsoever, including but not limited to any directive of government/quasi government authority, DoT, MIB, TRAI, technical reason etc.
- 4.3 All discounts/special benefits/scheme(s) pertaining to the Services shall be as per the terms and conditions specified by Airtel from time to time.
- 4.4 Airtel has the right to predetermine or prefix the credit limit for the usage of Services availed by the Customer based on its internal credit rating. In the event of exceeding of the credit limit, the Customer shall be liable to make interim payment forthwith for the Services availed including rentals failing which Airtel reserves the right to totally or partially disconnect/suspend the Services. Failure to disconnect the Services in the event of exceeding the credit limit shall not constitute as a waiver, either of the exceeded amount or the right to subsequently recover the amount from the Customer or any other right of Airtel against the Customer.

- 4.5 The Services are intended strictly for personal and non-commercial use and is not intended for any commercial use, or special or enterprise plans.
- 4.6 Quality, functionality and/or availability of the services, may be affected and Airtel, without any liability whatsoever, is entitled to refuse, limit, suspend, vary or disconnect the services, at any time, for reasonable cause, including, but not limited to, the following:
- 4.6.1 Any violation of applicable rules, regulations, orders, directions, notifications, conditions of License Agreement etc. issued by the Government, DoT or Telecom Regulatory Authority of India ("TRAI") etc.;
  - 4.6.2 Any discrepancy in the particulars provided by the Customer;
  - 4.6.3 If the Customer is in default (including past defaults) in making payment for the Services or for any other telecom service provided by Airtel;
  - 4.6.4 During technical failure, modification, up-gradation, variation, relocation, repair and/or maintenance of the systems/equipment
  - 4.6.5 To combat potential fraud, sabotage, willful destruction, national security or for any other force majeure reasons etc.;
  - 4.6.6 Transmission limitations caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitations and/or due to non-availability of suitable technical sites to install/upgrade network.
  - 4.6.7 Due to acts of God or circumstances beyond the control of Airtel including insurrection or civil disorder, or military operations, national or local emergency industrial disputes of any kind (whether or not involving Airtel employees), fire, lightning, explosion, flood, inclement weather conditions, acts or commission of person or commission of person or bodies for whom Airtel is not responsible or any Act, Regulation or Policy of the Government of India or State Government or any other Statutory Authority.
  - 4.6.8 If Services are used in violation of any law, rule/regulations; or for a purpose other than declared by the Customer at the time for subscription.
  - 4.6.9 Interconnection failure between Airtel and other services provider(s);
  - 4.6.10 Non-receipt or non-supply of input/feed from/by Channel Broadcasters to Airtel.
  - 4.6.11 Any bonafide action taken by Airtel to protect its Intellectual Property Rights (IPR) or such rights of the content providers or any other person, whose interest it is bound to protect by virtue of contractual obligations or by law.
  - 4.6.12 Any other reason, which is found to be reasonable by Airtel warranting limiting/suspension/disconnection of Services.
- 4.7 The clause shall apply, mutatis mutandis, to the Digital Service and/or any other additional services being provided by Airtel's affiliates / subsidiaries or third party service provider(s)

## **5. SERVICES & DISCOUNTS**

- 5.1 Airtel is entitled to add/alter/withdraw any additional or supplementary services including the charges for the same at any time, in its sole discretion within the realm of TRAI guidelines. Provision of additional/supplementary Service shall be on such other/additional terms as specified by Airtel from time to time and such additional terms/conditions shall be deemed to be part and parcel of this Form.
- 5.2 All discounts or other special benefit scheme pertaining to the Service and/or additional/supplementary Service announced by Airtel from time to time shall have a time limit as decided by Airtel. Airtel shall further have the sole right to withdraw/vary/extend any/all such discount and/or benefit at any time and without incurring any liability whatsoever in this regard whether directly, indirectly or consequentially and the Customer shall not have any claim or right in such eventuality.

- 5.3 Different plans/schemes/top ups, Add-ons, and other services offered by Airtel shall have correspondingly different composition, price/charges/fees and terms & conditions, all of which are subject to change by Airtel or its affiliates from time to time but within the overall applicable guidelines of TRAI, Tariff plans/Packages.

## **6. BILLING, PAYMENT AND SECURITY DEPOSIT**

- 6.1 Airtel and/or its affiliates shall bill the Customer for the Services, Digital Services and monthly rental against Customer Premises Equipment as per the billing cycle which shall run on a frequency as may be decided by Airtel from time to time. Airtel reserves the right to change the billing cycle, as and when, deemed necessary.
- 6.2 Separate bill shall be raised upon the Customer for the Digital Services and rental for CPE, as per the applicable Plan.
- 6.3 Taxes shall be as per the applicable law.
- 6.4 Statement of Account containing Bills for the Services, Digital Services and rental for CPE will be sent at the billing address of the Customer as mentioned in the CEF or on the registered e-mail id, where so opted. Airtel shall not be responsible for non-receipt of statement of account / bill(s), and in such an event, it shall be incumbent on the Customer to enquire about the dues and settle the same.
- 6.5 All payments are to be made by the prescribed due date. All non-cash payments are subject to realization. Payment beyond due date shall entail late fees as prescribed by Airtel from time to time and taxes thereon. The same shall be payable from the due date till actual realization of payment. Any delayed payments by the Customer entitle Airtel to withdraw any applicable discount! Benefit. This however is without prejudice to the right of Airtel to suspend or disconnect and the Service partially or fully due to non-payment for restoring the Services, the Customer shall have to apply for reactivation of the connection, after making the due payment and the applicable restoration charges.
- 6.6 Outstation cheques shall not be accepted. However, if at the sole discretion of Airtel, out station cheques are accepted, the same shall be subject to a charge as decided by Airtel.
- 6.7 Customer shall own the liability for the cheques submitted against the subscription. Any such cheques getting dishonored, may invite penalty on Customer as decided by Airtel and without prejudice to the statutory (civil and criminal) remedies available to Airtel under law.
- 6.8 Customer shall pay all the dues in full, without any deduction, set-off or withholding in respect of telecom services availed from his telephone or broadband ID number, whether or not authorized by Customer and whether or not these exceed the assigned credit limit.
- 6.9 In case of any disputes(s) regarding the charge(s) levied, Customer shall intimate Airtel in writing within seven (7) days of receipt of the bill(s). Customer shall also pay full amount of disputed charges, if any, irrespective of any pending dispute(s). However, no waiver by Airtel to the Customer shall, in any event, become effective unless the same is in writing and such waiver shall be effective for the limited and specific instance described and for the specific purpose for which the waiver is given.
- 6.10 Airtel acceptance of payment from a person other than the Customer will not amount to Airtel having transferred or subrogated any of the rights or obligations of the Customer to such third party.
- 6.11 Customer shall deposit, such amount as interest free security deposit, as may be determined by Airtel. Airtel reserves the right to forfeit/adjust/apply the said security deposit in full or in part satisfaction of any sum which may be due from the Customer to Airtel at any time. Customer shall

- continue to be liable for balance, if any, Airtel may call for additional security deposit for Services, made available to the Customer.
- 6.12 Airtel in accordance with TRAI guidelines/rules/regulations is entitled to charge, vary, add and withdraw any services and/or to vary the Plan or Tariff and/or make any service chargeable which is not initially or at any stage chargeable.
- 6.13 Airtel will not be liable for Customer Equipment being faulty / incompatible. The loss of or inability to use the Customer Equipment shall not absolve the Customer from his liability to pay charges towards the Plan. Customer must pay all the dues in full, without any deduction, set-off or withholding.
- 6.14 In case of a customer opting for e-bill facility ID, password and other information or details shall be exchanged through the medium of internet and Airtel shall not in any manner be responsible or liable for the secrecy or security of the same under any circumstances.
- 6.15 All taxes, present and future, and additional taxes/cess/duties etc. levied by Government/Local Authorities etc. with respect to services provided under this Form will be charged to the Customer's account.
- 6.16 Any amount paid by customers shall not be treated as advance payment to Airtel unless agreed by both the parties in writing. Any payments or adjustments resulting in a credit balance to the account of the customer shall stand refundable to the customer. The customer shall abide by the policies, as applicable from time to time, governing refund of such amounts to customers. Airtel at its sole discretion can change such policies from time to time.
- 6.17 Certain advance billing module for the services is available in selected cities where such module shall be governed by the following terms and condition;
- 6.17.1 Customer shall pay the amount in advance in order to obtain and keep his services active for a specific period ("Validity").
- 6.17.2 The advance payments once processed, can neither be refunded for cash nor be transferred to any other account.
- 6.17.3 At the end of Validity, all unutilized free benefits will be forfeited.
- 6.17.4 The billing cycle for such services will start on the day of activation of the customer.
- 6.17.5 Upon expiry of the validity, customer need to pay in advance for the services to remain active.
- 6.17.6 VAS and ISD services are not available in such module.
- 6.17.7 Calling facility for toll free numbers shall be available for customers, however calling facility for special numbers such as "53123" is not available for the customer.
- 6.17.8 All cities having advance billing module will have "Only DSL Services" till POI from BSNL is obtained for the particular City.

## **7. CUSTOMER OBLIGATIONS**

- 7.1 Customer shall not use the Services for any unlawful, immoral or abusive purposes in violation or derogation of any law/rule or regulation or statutory directive or order for the time being in force or against any public policy or for sending/ receiving obscene, threatening, harassing messages/communications or sending messages or communications that affect national interest, or create any damage or risk to Airtel or its Network equipment /call center and/or other Customer(s). Any violation or misuse by Customer shall under no circumstances be attributed to Airtel and the Customer shall be solely responsible for all such acts or omissions.
- 7.2 Customer shall intimate Airtel about change in address, if any, in writing along with such proof, as may be deemed necessary by Airtel.

- 7.3 Customer shall not use the services as an OSP (Other Service Provider) or for the purpose of telemarketing (transactional/ service/promotional - calling), directly or indirectly, without submitting to Airtel the required approvals/registration from relevant authorities.
- 7.4 Unless specifically allowed by Airtel, the Customer shall not change the configuration of its EPBAX set during installation or any time subsequent thereof by way of which any of the undermentioned possibility could arise.
- 7.4.1 Any setting in the EPBAX resulting in only the Pilot number being transmitted irrespective of the extension (Directory Number) from which the call is originating.
  - 7.4.2 Any setting in the EPBAX resulting in incomplete extension (Directory Number) being displayed. Thereby meaning that a lesser number of digits are either allotted or displayed.
  - 7.4.3 The Customer shall provide a certificate from the EPBAX Equipment Vendor (wherever specially sought by Airtel) that the software has not been tampered in violation of the National Numbering Plan specified by DoT.
  - 7.4.4 In case the Customer wishes to use the EPBAX with private network & PSTN, they must have proper authorization from DoT/TRAI and must ensure that the separation of traffic is done through logical partitioning.
8. Customer shall be responsible to obtain its own IP address and domain name from the competent authorities. In case the IP addresses are taken from Bharti, the same are non-portable and have to be returned to Bharti at the termination of services.
9. Customer agrees not to use the internet services for any of the following activities:
- 9.1 Voice communication to and from a telephone connected to PSTN/PKMN and following E.164 numbering is prohibited in India.
  - 9.2 Establishing connection to any Public Switched Network in India and/or establishing gateway between Internet & PSTN/ISDN/PLMN in India.
  - 9.3 Use of dial-up lines with outward dialing facility from nodes.
  - 9.4 Resell or cause to resell or offer to sell this Service.
  - 9.5 Interconnectivity with ISPs.
10. Customers agree to use encryption up to 40 bit key length in the symmetric key algorithms or its equivalent in other algorithms without obtaining permission from the Licensor. However, if encryption equipment higher than this limit are to be deployed, Customer shall obtain prior written permission of DoT and deposit the decryption key, split into two parts, with DoT.
11. Airtel may, if legally required to do so, block Internet sites and / or individual customer, as identified and directed by DoT or designated security agencies from time to time.
12. Customer shall maintain a log of all users connected and the service they are using (mail, telnet, http etc.). Customer must also log every outward login or telnet through their computers. These logs, as well as copies of all the packets originating from the Customer Equipment or CPE of the Customer, must be available in REALTIME to Telecom Authority Type of logins, where the identity of the logged-in user is not known, should not be permitted.
13. In the event that the Customer installs any Wi-Fi network of his own, the Customer shall duly inform Airtel and undertakes to:
- 13.1 Use secured Wi-Fi network connection to avoid any misuse.
  - 13.2 Be solely liable and responsible of any use/misuse of any Wi-Fi installation.

- 13.3 Set up and maintain its own authentication mechanism for the ensuring the security of internet usage/Wi-Fi Services.
- 13.4 Keep a log of all the events on its Wi-Fi network for period of at least one year and shall provide the same to the regulatory and/or security agencies as and when demanded.
- 14.** Customer undertakes and agrees to take the required measures to ensure that any spam or malicious traffic is not generated from the Customer end. If at any time spam activity - unwanted or malicious is observed from customer link, Airtel reserves the right to lock/ suspend or terminate the link immediately without any notice.
- 15.** The procedure for metering of charges and shifting, transfer, closure, safe custody of Services etc. shall be such as may be determined and varied, by Airtel from time to time. The shifting of each of the services availed by Customer is subject to the condition that the area is covered by Airtel and the same is technically feasible.
- 16.** Except as provided elsewhere, either party may terminate the Enrollment by giving the other party not less than 30 days prior return notice in this respect but such a notice shall not absolve the Customer of its liability to make payment of the amounts that may be due, outstanding as on date of termination. The Customer undertakes to pay for all calls made while he was a Customer, even if some of the call are billed to him after he ceases to be Customer but pertains to the period when he was a Customer.
- 17.** Airtel connection/services shall normally be non-transferable. The Customer may seek prior permission in writing from Airtel for seeking transfer. In case of such permission being granted, substituted buyer may be allocated a different telephone number of ID after all requisite formalities have been completed and the primary Customer shall be liable and shall fully discharge his duties till the date of such regularized transfer from Airtel. The security received from original Customer will be adjusted/transferred/returned (less deduction if any), as the case may be. If Airtel is required to refund or return the security deposit to the original Customer the transferee in such an event would have to give fresh deposit to Airtel as may be applicable or decided by Airtel.
- 18.** All equipment (CPE), provided on rental basis by Airtel or its' affiliates / subsidiaries shall always remain the absolute property of Airtel or such affiliate / subsidiary, as the case may be. The Customer shall only have the right to use the Customer Premises Equipment or other equipment/accessories provided by or through Airtel during the Enrollment Period. The CPE must be kept by Customer in good and working condition.
- 19.** Airtel will test the CPE prior to its installation and the Customer shall certify its functionality at its premises at the time of installation. Thereafter, neither Airtel nor its affiliate / subsidiary shall be responsible for any defect/fault etc. that is not expressly covered by the manufacturer's warranty of such Customer Premises Equipment. Any such repair/exchange carried out by Airtel for failure/defects shall be charged from the Customer as per Airtel policy on the subject, from time to time. Any damage or defect to CPE arising out of misuse or intentional damage or accidental damage or Force Majeure event shall also be charged to the Customer account.



**20.** The Customer hereby agrees and undertakes to return the Customer Premises Equipment immediately on temporary suspension of Service or disconnection for any reason including the reasons cited in clause 4.6. The Customer shall not claim any interest, charge or lien on CPE(s) even if any dispute is pending for resolution between the Customer and Airtel.

**21.** The Customer shall be solely responsible in case of any loss in services due to misuse or hacking of any equipment or EPBAX at Customers end and shall also be liable to pay for the usage charges to Airtel, if any, without any demur or protest.

**22.** Customer shall neither shift the Customer Premises Equipment nor transfer the same in any manner. In case Customer fails to comply with these terms & conditions governing the Services, Digital Services and other allied products / services and the relationship between the parties, Airtel reserves the right to lift/remove the Customer Premises Equipment from the Customer premises and terminate the Customer Enrollment without any liability whatsoever on its part.

Notwithstanding anything mentioned in these Terms and Conditions, Airtel disclaim all its liabilities, warranties, responsibilities and services level assurance with regards to its Services, in case the Customer installs or uses any Customer Premises Equipment, not provided by or through Airtel for availing the Services provided by Airtel.

**23.** Airtel shall not be liable for any claim, loss or damage of whatsoever nature that may arise due to use/ installation of such customer equipment or Customer Premises Equipment by the Customer.

**24.** Airtel shall have the right to undertake inspections at the specified address or premises of the Customer to check for the bona-fide usage of the Services and to ensure that there is no violation of its/any third parties' Intellectual Property Rights (IPR). The Customer shall provide cooperation, facilities and access to Airtel for the same. In case on such inspection it is found that the Customer is indulging in any act or omission which amounts to violation of the terms and conditions contained herein or IPR, Airtel or its employee or agent shall be entitled to take photograph or video graph of such violation or any other measure necessary for recording such violation.

**25.** Nothing contained herein shall be deemed to grant the Customer either directly or by implication, any right, by license or otherwise, in respect of any Intellectual Property, inter-alia, in any software, concepts, know-how, processes, development tools, techniques or any other proprietary material or information that Airtel may provide to the Customer in the course of provision of Service.

**26.** Only service personnel so authorized by Airtel in this regard shall be allowed to inspect and rectify the Customer Premises Equipment in case of any malfunction.

**27.** Proper & effective use of telecom services is the responsibility of the Customer. Customer will be liable to pay the entire amount of Plan inclusive of bill arising due to usage of Services (or VAS), Digital Services and Customer Premises Equipment from the Customer's telephone/Account.

**28. INTENTIONALLY OMMITED :**

## **29. AMENDING THE FORMS**

- 29.1 Airtel shall have the option to vary, alter or amend any term and condition forming part of this Form due to administrative or commercial compulsions or for any other reason considered necessary in the interest of business operations. Customer's continued use of services or payments to Airtel after Airtel has issued such notice will constitute Customer's consent or approval to all such amendments.
- 29.2 The failure of any party thereto at any time to require performance by the other party of any obligation/provision of this Form shall not affect the right of such party to require performance of that obligation/provision subsequently; nor any waiver by any party of any breach of any provision/obligation of this Forms shall be constructed as waiver of any continuing or succeeding breach of any such provision, or waiver of the provision, itself or a waiver of any right(s) here under.
- 29.3 If any part of this Form is held invalid, the remaining provision will remain unaffected and enforceable, except to extent that Airtel right/obligations under the Form are materially impaired.

## **30. COMMUNICATION & CONFIDENTIALITY**

- 30.1 Privacy of communication is subject to the terms of the License Agreement of Airtel with DoT/MIB and other statutory and regulatory notifications/directives etc. and agreements with the content provider etc. The Customer specifically agrees that in order to facilitate Airtel to provide Services, Airtel may be required to disclose any information or particulars pertaining to the Customer to any authority, statutory or otherwise, including but not limited to any debt collection agency, credit reference agency security agency, and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.
- 30.2 Registration or preference change in DND registry can be done through our website [airtel.in](http://airtel.in)

## **31. OTHER MATTERS**

- 31.1 Any notification required to be given by the Customer to Airtel shall be given in writing and shall be deemed to have been delivered to Airtel when it is actually delivered. Any notification required to be given by Airtel shall be in such form as may be prescribed by Airtel from time to time if sent by post it shall be deemed to have been delivered within 48 hours of posting.
- 31.2 Where two or more persons constitute the Customer, their Liability under the Form is joint & several.
- 31.3 Airtel without notice may assign and/or delegate all/or parts of its obligations, rights, and/or duties under this Form to any third party.
- 31.4 The Form binds the Customer and whenever & wherever applicable, his heirs, executors, administrators, successors, and permitted assigns and Airtel & its successors and assigns.
- 31.5 Airtel shall not be liable for any act of commission or omission of any third-party suppliers! manufactures / including any agency/company offering any privilege or benefits to Customer.
- 31.6 The information provided overleaf shall be treated as part and parcel of this Form.
- 31.7 The headings are for convenience sake only, and shall not affect the meaning of the provision there of nor can the provisions be interpreted in the light of such headings.
- 31.8 You shall intimate Airtel about change of billing address, if any in writing within one week of such change along with such proof, as may be deemed necessary by Airtel.

- 31.9 Any information relating to you is used only to provide services, improve the service other use that you may consent to. For a detailed overview of what kind of information we collect, how we store it, use it and who all we share it with, please go through our privacy policy at [www.airtel.in](http://www.airtel.in)
- 31.10 You hereby give consent to Bharti Airtel Ltd. to collect, use, share, retain his/her personal and sensitive personal information, and contact him/her using his/her information for all purposes necessary for providing & improving services and suggesting additional services.
- 31.11 Please note that your use of services and confidentiality of communication is subject to any interception requirements/directives as may be required/authorized under any compliance requirements.
- 31.12 You accept that any change to Tariff or related terms and conditions, schemes etc., communicated inter alia through SMS, USSD or [www.airtel.in](http://www.airtel.in) etc., shall be valid and be considered proper intimation

## **32. DISPUTE RESOLUTION**

Any disputes and differences arising between the Customer & Airtel will be referred to a sole Arbitrator to be appointed by Airtel. The provisions of Indian Arbitration and Conciliation Act. 1996 would apply. The Courts in India will have jurisdiction for the purpose of this CEF.