

Terms and Conditions (for prepaid service)

Valid documents which can be enclosed along with CAF are:

Proof of Identity (All identity proof to have photo)

- Passport
- Arms License
- Driving License
- Election Commission ID card
- Ration Card with Photo, for the person whose photo is affixed (Except Mumbai & Maharashtra)
- CGHS/ECHS card
- Certificate of address having photo issued by MP/MLA/Group-A Gazetted officer in letter head
- Certificate of address with photo from Govt. recognized educational institutions (for students only)
- Certificate of photo identity, issued by Village Panchayat head or its equivalent authority (for rural areas) (original only)
- Income Tax PAN card
- Photo Credit card
- Address card with photo issued by Department of Posts, Govt. of India
- Smart card issued by CSD, Defence/Paramilitary
- Current Passbook of Post Office/any scheduled bank having photo
- Photo Identity card (of Central Govt./PSU or State Govt./PSU only)
- Photo Identity Card issued by Govt. recognized educational institutions of current session (for students only)
- Caste and Domicile Certificate with photo issued by State Govt. like Assam and other states
- Pensioner card having photo
- Freedom Fighter Card having photo
- Kissan Passbook having Photo
- Aadhaar – Unique Identification Number issued by Unique Identity Authority of India (UIDAI)

Proof of Address

- Passport
- Arms License
- Driving License (Except Mumbai & Maharashtra)
- Election Commission ID card
- Ration Card with address (Except Mumbai & Maharashtra)
- CGHS/ECHS card
- Certificate of address having photo issued by MP/MLA/Group-A Gazetted officer in letter head
- Certificate of address with photo from Govt. recognized educational institutions (for students only)
- Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas) (original only)
- Water bill in name of applicant(not older than last three months)
- Telephone bill of Fixed Line (not older than last 3 months)
- Electricity bill in name of applicant(not older than last 3 months)
- Income Tax assessment Order (not older than 1 year)

- Vehicle Registration Certificate
- Registered Sale/lease Agreement
- Address card with photo issued by Department of Post, Government of India
- Current Passbook of Post Office/any scheduled bank, Photo Identity card having address (of Central Govt./PSU or State Govt./PSU only)
- Credit Card Statement (not older than last 3 months)
- Cast and Domicile Certificate with Address and photo issued by State Govt. like Assam and other states
- Pensioner's card with address
- Freedom Fighter Card with address
- Kissan Passbook with address
- Aadhaar – Unique Identification Number issued by Unique Identity Authority of India (UIDAI)

This list is as per DoT circular no.842-725/2005-VAS (Pt) dated 7th October, 2009 and will be amended time to time. This list may not be conclusive and is subject to changes to comply with the regulations existing at the time of filling the CAF

The terms and conditions mentioned herein shall form the integral part of the accompanying Customer Application Form (“CAF”).

1. DEFINITIONS

- **“Affiliate”** shall mean with respect to Reliance Jio Infocomm Ltd (RJIL), any person directly or indirectly controlling, controlled by, or under direct or indirect common control with RJIL and includes its subsidiaries, holding company, associate companies and subsidiaries of its holding company.
- **“Authority/ies”** shall mean Government of India and /or a State Government (Government) any Local Authority, Cantonment Board, Department of Telecommunications (DOT), Telecom Regulatory Authority of India (TRAI), Courts of Law or other judicial /quasi- judicial forums, security agencies and other statutory authorities, as the case may be. , and shall include their successor –in –interest.
- **Business Connection:** Entities like company, organization, firm, LLP, institution, undertakings, proprietorship, trust, society, etc. can avail business connections in its name post submitting the requisite documents/information and following the prescribed KYC process for authorized signatory and end users.
- **“Charges” or “Tariff”** shall include, but not be limited to all fees, call charges/tariffs, deposits, rentals, advances, activation fees, SIM / Equipment charges, subscription charges and interconnection costs and includes any other incidental charges relating thereto chargeable by RJIL from time to time for providing the Services/s and additional Services/s to Customer wherever applicable and shall exclude service charges, taxes, duties or any other Government levies(present and futures) as applicable from time to time, unless expressly stated to the contrary in the billing statement.
- **“Customer”** means any individual, company, proprietorship or partnership firm or such other party or entity or person who has filled and accepted the terms and conditions of CAF with a view to avail the Services as mentioned herein. The definition of the word “Customer” shall be deemed to include the expression / word “Subscriber” wherever used or defined in this CAF and its related documentation. “Postpaid Subscriber” shall mean the Subscriber who subscribes to the Postpaid Services referred to herein.
- **“DOT”** means Department of Telecommunications, Ministry of Communications and IT, Government of India.
- **“Equipment”** means and includes any Services compatible cellular instrument/handset, Customer Terminal, Network Interface Unit (NIU), data access card or USB modem with

valid ESN/IMEI Code necessary for connecting to the Network in order to avail of the Services.

- **“Government”** shall mean Government of India and/or State government, any local authority, Cantonment Board, Courts of law or other judicial/quasi-judicial forums as the case may be and include “Telecom Regulatory Authority of India” (TRAI) and “Department of Telecommunication” (DOT).
- **“License”** shall mean the License granted to RJIL by DoT to install and operate (or any of them) and provide the Services as authorized under the license.
- **“Network”** means the communication network and other equipment/software used by RJIL to provide for Service/s and shall include telephone exchange, base stations, microwave and landline link.
- **“Other Service/s”** means any service/s which is additional to the Service/s including but not limited to value added services, contents, data service, collection and billing.
- **“Recharge Voucher” or “RCV”** means the prepaid recharge coupon, which is pre-loaded with monetary value/talk time/validity/top up/tariff reduction/ Additional data/VAS Service, etc. The RCV can be either in electronic form or in the physical printed scratch card form or in any other form at the discretion of RJIL.
- **“Service Area”** shall mean the Telecom Circle where RJIL has License to offer Services and Customer opts to avail the Services.
- **“Services”** means the telecommunication services or data Services and other value added/ supplementary/additional services provided by RJIL and specifically opted by Customer or by implication due to usage.
- **“SIM Card” or “Card”** shall mean Subscriber Identification Module Smart Card, for use with the equipment/cellular phone/USB modem to enable access to the Network in order to avail of the Services.
- **“Reliance Jio Infocomm Limited” or “RJIL”** means a Company incorporated under the Companies Act, 1956 and having its registered office at 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad-380006, Gujarat, India and licensed by DoT to install and operate and provide the Services in different licensed service areas. (This name of the company may be changed without notice).

2. PROVISION OF SERVICES

- The Services are provided by RJIL, by virtue of a License provided by the DoT. It is specifically agreed, that in the event of any change in the law concerning the Service or any Government policy, in relation to the Services, any and all such changes and alterations shall be deemed to be applicable to the Services and these terms and conditions deemed to have been amended in accordance with the revised alterations or policies based on the Government Policy.
- RJIL reserves the right to reject/cancel any application of any Customer in case of incomplete and/ or incorrect/or fabricated information and documentation or failure to qualify the terms and conditions laid down by RJIL and any Government and regulatory body from time to time.
- Services will be activated only after proper verification of Customer, its duly filled CAF, Photo, Proof of Identity (PoI) and Proof of Address (PoA) documents (as described by the Government from time to time) submitted by the Customer. In the event of incomplete and/or incorrect information, RJIL has right to reject or cancel Services in whole or in part with prior notice.
- RJIL reserves the right to disconnect the connection in case of non-recharge post expiry of recharge validity.
- The customer hereby agrees that for all cases requiring tele-verification, it shall be his/her responsibility to call up RJIL tele-verification number and conclude the tele-verification for activation of service. In the event, the customer fails to conclude the tele-verification

process within 30 days from the date of signing the CAF, RJIL shall have the right to reject services and cancel the number, without refund of any type of balance on the account, including the charges for services, paid by the Customer to RJIL.

- RJIL reserves the right to seek/verify information from the Customer, Customer's local reference (in case of outstation Customer and foreign Customer), its associates, neighbours or any third party at the discretion of RJIL and reserves the right to reject the CAF for providing the Services even after activation of Services for any reason without incurring any liability of any nature. In case of foreign tourist, the Service is valid either for the maximum duration of three (3) months or till the validity of Visa of the said foreign tourist in India, whichever occurs earlier. In case of other Foreign national (other than Tourist), the service is valid till the validity of Visa. In case existing Post-paid Subscriber migrates to Pre-paid tariff plan, the Subscriber's verification shall be conducted in a same manner as conducted in case of acquisition of new Customer.
- The information provided by the Customer / gathered by RJIL shall become the property of RJIL to the extent permitted by law. RJIL may be required to disclose any information pertaining to the Customer to any Government, statutory or regulatory authority, and security agency and reserves the right to disclose at its discretion without any prior intimation to the Customer.
- In case on verification the documents like PoI and PoA submitted by the Customer for availing of Services is found to be forged, RJIL shall be free to initiate legal proceeding, including filling of FIR, against such alleged Customer.
- The Customer including the Business Connection, shall declare at the time of filling of CAF, the number of mobile connections used from other licensed service providers in the Service Area.
- Customer undertakes that the SIM/Fixed Line connection issued to him/her shall not be used for telemarketing and in case such SIM is used for telemarketing, he/she shall be liable to pay such charges as may be decided by the TRAI and RJIL.
- Customer who do not want to receive commercial communications can dial or SMS to 1909 (toll free) and register in either of the two categories: (a) Fully Blocked Category- stoppage of all commercial Calls/SMS; (b) Partially Blocked Category- stoppage of all commercial Calls/SMS except from one of the opted preferences.
- For registering option using SMS, for 'fully blocked category', write "FULLY BLOCK" and send it to 1909. For 'partially blocked category', send SMS 'BLOCK' with one or multiple options from the list of eight categories viz. for Banking/Insurance/Financial Products/Credit Cards-1, Real Estate-2, Education-3, Health-4, Consumer goods and automobiles-5, Communication/Broadcasting/ Entertainment/IT-6, Tourism & Leisure-7, Food and Beverages-8. For example: To block messages relating to only Health products, SMS "BLOCK 4" to 1909. Similarly, for blocking messages related to Real Estate and Education, send SMS "BLOCK 2, 3" to 1909.

3. OBLIGATIONS OF THE CUSTOMER

The Customer shall throughout the duration of the Services:

- Acknowledge that the SIM/equipment provided to the Customer for the provisioning of Services is the sole and absolute property of RJIL even after termination of the Services.
- The initial Service shall be made available on payment of activation Charges or any other applicable Charges as per Tariff or as notified by RJIL from time to time.
- Service shall not be used to make foul, profane expressions, impersonate another person with fraudulent or malicious intent, to call another person so frequently or at such times of the day or any other manner so as to annoy, abuse, threaten or harass any third party.
- Service shall not be used for any purpose in violation of the law or against public policy or national integrity and security.

- Service shall not be used to infringe and/or violate, whether intentional or otherwise, rights of a third party in any form of intellectual property.
- Service shall not be used in SIMBOX devices.
- Service shall not be used to make unauthorised and unsolicited telemarketing/commercial calls/SMS, other than where designated number series are being used for the purpose.
- Service shall not be used in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers or interfere with RJIL's reasonable ability to provide the Services to others.
- The customer should not furnish any false particulars, suppress any material information, or impersonate another person, while establishing his identity for availing of telecommunication services.
- The customer should not fail to share information as required under The Telecommunication Act 2023.
- The customer should not
 - possess or use without an authorisation, any equipment that blocks telecommunication;
 - use telecommunication identifiers not allotted or permitted to him/her;
 - tamper with telecommunication identifiers;
 - possess radio equipment without an authorisation or an exemption that can accommodate more than specified number of subscriber identity modules;
 - obtain subscriber identity modules or other telecommunication identifiers through fraud, cheating or personation;
 - wilfully possess radio equipment knowing that it uses unauthorised or tampered telecommunication identifiers.

Any violation to the above is punishable as per the provisions of Section 42(3) of Telecommunication Act 2023.

- The customer is responsible for complying with all applicable laws, instructions, regulations and directions issued by Government and Authorities from time to time.
- The Customer shall not link/network the Services with any other telecommunication network including, but not limited to Internet Service network among others.
- The Customer agrees that RJIL shall not be liable or responsible for any alleged fault of any nature in the Equipment.
- The Customer shall intimate in writing any change of name, address, title or constitution, whenever such changes take place along with a copy of the documentary evidence of the change. If such change is not intimated/ not acceptable to RJIL, RJIL shall have the right to proceed against the Customer to recover its due and/or, disconnect the Services.
- The Customer, either individual or Business Connection, shall intimate to RJIL, any change of address within one week of such change along with new proof of address, If during re-verification process by the RJIL or any government Security Agencies, it is found that Customer's address is not correct, then the connection may be disconnected forthwith and the Customer shall be solely responsible of any consequent hardship.
- Customer shall be responsible for bonafide use of Services. Any request for transfer of Services to any other person or entity shall not be entertained by RJIL as the subscriptions of Services are for bonafide personal use only. Any private transfers affected by the Customer shall be illegal. However the change in the name between the blood relatives/legal heirs is permitted provided Customer provides no objection certificate or death certificate (in case of death of original Customer) and fill the new CAF and follow all the procedures applicable for the acquisition of new customer and its verification. Besides that in such cases change of address will not be permitted.
- RJIL acceptance of payment from a person/third party other than the Customer will not amount to RJIL having transferred or modified any of the rights or obligations of the Customer to such person/third party.



- The Customer hereby expressly agrees that RJIL has the right to change the terms of providing the Service whether or not such change is necessitated by reason of Government directions contained in a letter, memorandum, notification, press release, circular, agreement, supplementary license or any other direction as may be issued by Government from time to time.
- The Customer expressly agrees to give identification details, if required by RJIL, to unlock his/her/its SIM or Equipment at the sole option of RJIL.
- In the event of Customer roaming outside the Network, he/she shall ensure that the Equipment that he/she is using is compatible to the frequency of the visiting network, under no circumstances would RJIL be held responsible for any reason whatsoever, if the Customer could not avail the roaming service on account of non-compatibility of the Equipment being used.
- While roaming outside the Service Area, Charges/Tariff may differ from operator to operator. Applicable operator specific tariff(s) will be charged from the Customer. While roaming outside the Service Area, the Customer can avail of all the Value Added Services that the Customer has subscribed to with RJIL, provided the respective operator network supports the same. Applicable operator specified Tariffs will be charged for such services.
- Customer shall always use the Equipment with valid IMEI Code to avail the Services failing which RJIL shall disconnect the Services without any notice as per the statutory /Government requirements.
- It will be the sole responsibility of the Customer to ensure that the Equipment used by him/her is compatible with the frequency allotted and the Service, Network, value added and other services/ features of RJIL.
- Any increase/addition/introduction in taxes and/or levy of any taxes, levies, duties or any other statutory charges, etc., (present/future) shall be charged to the Customer or deducted from the Customer's account.
- Calls to customer service centre by Customer may be scrutinized only for the purpose of evaluating the quality of customer support service.
- Prepaid Customer further acknowledges that:
 - a. To be able to continue to avail the Service, the Customer has to recharge his/her subscription with an RCV of a requisite denomination.
 - b. The RCV shall have such component including, but not limited to "Call time", "Processing fee", "Validity" and "Service tax" (which is subject to change). RJIL reserves the right to change or alter at any point of time inter-alia the composition of RCV, its validity period, grace period, period to carry forward unused balance and the period offered for number retention, etc. in line with TRAI regulations.
 - c. Once the validity of the Card expires, the Customer gets a grace period as determined by RJIL. The Service shall be deactivated when the grace period of Card expires with prior notice. RJIL shall not refund the residual value left on the Card of Customer after the grace period is over. Deactivation would necessarily mean that all incoming and outgoing calls/sms/VAS are barred. However, if the Card is recharged before expiry of the grace period, the residual value shall be carried forward to the next validity period counted from the date of recharge. In case the Card is not recharged before the expiry of the aforesaid period, any residual value shall lapse immediately. If the Customer does not recharge the Card within the said grace period, the Card stands cancelled and Subscription terminated thereby.
 - d. The Customer may call RJIL's Interactive Voice Response System (IVRS) in order to know the balance value in the Card.
 - e. The actual call usage value, recharge dates, RCV values, validity period, grace period etc., as per the records of RJIL shall be treated as correct and final and shall be binding on the Customer. The Service restrictions including deactivation,

- disconnection, cancellation, barring etc., shall be carried out on the basis of the said call usage, validity and grace period as the case may be.
- f. The RCV/balance is non-refundable for cash and non-transferable in case of suspension or termination of the Services.
 - g. The Subscriber shall not use the Services for any improper, immoral, anti-national, unlawful, or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, nor create any damage to RJIL or its Network or to any other person whomsoever. Any such misuse shall under no circumstances be attributed to RJIL and the Subscriber shall be solely responsible for such acts. The Subscriber shall indemnify and hold harmless RJIL, its agents and franchisees from all suits, costs, damages or claims of any kind arising out of any act or omission or misuse of the Services by the Subscriber or any other person with or without the consent of the Subscriber.
 - h. The Subscriber agrees that all the information provided in this form is correct and the subscriber shall be solely responsible and liable if same is found incorrect.
 - i. The Subscriber also agrees to provide further information as and when demanded by RJIL, and to comply with all directions, guidelines, instructions etc. issued by RJIL relating to the network, services and any/all matters connected to the services of RJIL.
 - j. Mobile Number Portability:
 - i. The Mobile Number Portability shall be subject to the applicable laws/regulations as may be amended from time to time.
 - ii. Eligibility Criteria: (a) A period of ninety days has expired from the date of activation of his mobile connection in the case of a mobile number not ported earlier/or from the date of activation of his mobile number after its last porting. (b) There are no outstanding payments due to the Donor Operator by way of pending bills or bills, as the case may be, issued as per the normal billing cycle but before the date of application for porting. (c) There is no pending request for change of ownership of the mobile number. (d) The mobile number sought to be ported is not sub-judice (e) Porting of the concerned mobile number has not been prohibited by a Court of Law.
 - iii. The UPC is valid for 4 days for all LSAs except for J&K, North East and Assam, LSAs for which UPC is valid for 30 days.
 - iv. Porting request can be withdrawn within 24 hours of applying.
 - v. You may experience “no service” period for up to 2 hours.
 - vi. Grounds of rejection: (a) There are outstanding payments due from you by way of pending bill or bills issued as per the normal billing cycle but before the date of application for porting. (b) The porting request has been made before the expiry of a period of ninety days from the date of activation of a new connection or previous date of porting, as applicable. (c) A request for change of ownership of the mobile number is under process/reverification process is undergoing. (d) The mobile number sought to be ported is sub-judice. (e) Porting of the mobile number has been prohibited by a Court of Law. (f) There are subsisting contractual obligations in respect of which an exit clause has been provided in the subscriber agreement but you have not complied with such exit clause. (g) Porting request is already in process for the same mobile number. (h) Invalid or incorrect UPC. (i) In case of a corporate mobile number, the porting request is not accompanied by prescribed authorization letter duly signed and stamped by the authorized signatory of the subscriber. Or the letter request for porting of more than 100 number.



- vii. The subscriber declares that all dues have been paid as per the last bill & bound to pay all unpaid dues to donor operator pertaining to the mobile number sought to be ported till its eventual porting and thereafter, failure to pay unpaid dues will lead to disconnection by RJIL as per regulatory norms.
- viii. The subscriber agrees that upon porting of mobile number balance validity & other benefits offered by donor operator shall lapse.

4. LIMITATION OF LIABILITY

- RJIL does not guarantee uninterrupted or fault free working of the Network or the Service/s or Software and shall not be liable to the Customer or any other user or other person for injuries or damages or death resulting from operation of the Network/Service/s arising due to any events (including but not limited to fire, explosion, war, riots, Strikes, Lockout, picketing, boycotts, acts of the Government Authorities, Act of God and causes originating in the facilities or operation of other telecom or allied service providers)
- RJIL makes no representation or warranty other than those specifically set forth herein and disclaim all warranties, express or implied.
- RJIL shall not be liable to the Customer for any loss (loss includes business loss/es), costs or damage whatsoever caused, arising directly or indirectly in connection with the Service/s.
- RJIL expressly excludes liability for itself and for its Directors and its employees for direct and indirect consequential loss, damage, economic or otherwise, including loss of profits and loss of reputation even if advised of the possibility thereof. RJIL expressly excludes liability for libel and /or slander arising out of a message or content received or sent by the Customer via the Network.
- RJIL may at its discretion send to the Customer various information for the Customer using electronic media or otherwise.
- In the event that any exclusion contained herein shall be held to be invalid for any reason, and RJIL becomes liable for loss or damage that it may otherwise not have been liable for, such liability shall be limited to refund of any unavailed /unused balance of talk time as reflected in RJIL records in case of Prepay Customer.
- RJIL is not liable for any act or omission not attributable to RJIL's personnel, computer system, software, program, process, Network or electronic system or Equipment and is liable only to the extent of involved access and usage charges for any defect, error or omission in the Service rendered.
- RJIL is not liable for calls lost or not established due to radio frequency limitations including but not limited to Customer leaving the Service Area or entering areas not adequately covered by the Network.
- RJIL shall not be responsible for any third party liabilities/injuries caused by any defect in the Equipment.
- In no event, whether for breach of warranty, breach of contract, negligence or otherwise RJIL shall be liable for special, incidental or consequential damages, including but not limited to loss of profits or revenues, cost of capital, cost of substitute products, facilities or services, downtime costs, any change or modification of any such computer system, software, program, process or electronic system in relation to any such data change or claims of Customers for such damages.
- If a Customer reports the loss or theft of the SIM /Equipment, the Customer shall report the loss or theft of the SIM /Equipment to the Police and thereafter RJIL shall within reasonable time deactivate the same. Until such deactivation the Customer shall be liable to pay the Tariff towards the usage.



- RJIL is not responsible for Network or any other issues in the event the Network or Equipment is shared or taken on rent from another service provider while in HPLMN (home network) and VPLMN (roaming) or Intra Circle Roaming.

5. SUSPENSION/ DISCONNECTION/ TERMINATION

Notwithstanding anything contained herein, RJIL shall be entitled to suspend /terminate the Service/s (whether temporarily or permanently) to recover all outstanding and dues from the Customer, without prejudice to, and in addition to any right or remedy available to RJIL, under any applicable law, if:

- The License is suspended / terminated temporarily or otherwise vide Governments, Court's orders, TRAI's rules, regulations, orders, directions, notifications etc., including changes thereto prohibiting and/or suspending the rendering of such Services.
- Transmission limitations caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions.
- During technical failure, modification, up gradation, or variation, relocation, repair and/or maintenance of the Network/equipment.
- To combat potential fraud, sabotage, wilful destruction, etc.
- If Service is used in any manner, which violates any law or Government order/directions etc., or adversely affects or intervenes in any manner, the rendering of Service by RJIL.
- If at any time the Customer fails to satisfy requisite credit check or provides incorrect or misleading information in the CAF.
- At any time the Customer fails to pay charges due on or before the due dates.
- The Customer is in breach of any other provision of these terms and conditions or is declared insolvent /bankrupt /liquidated /dissolved or a Trustee or Receiver is appointed to take over the assets of the Customer.
- Any other reason which is found to be reasonable by RJIL, warranting suspension/disconnection.
- As per government regulations, for connections without any usage (voice/video calls, Outgoing SMS, internet usage, VAS purchases with balance) for 90 days, following actions are liable to be performed by RJIL: (a) For subscribers with less than Rs. 20 balance, all services will be deactivated pending payment of Reactivation fee for a period of 15 days. Number will be disconnected on non-payment of said Fee within this period. (b) For subscribers with more than Rs. 20 balance, Automatic Number Retention Scheme will be put into effect- Rs. 20 will be deducted and services will continue for 30 days. If there is no usage till the end of this period (a) or (b) may come into effect, depending on balance.
- The provisions of Service/s (or any of them) to the Customer adversely affects the Network or equipment of RJIL or the provision of Service/s to the Customer are revoked, discontinued or suspended.
- Usage of Equipment by the Customer for which IMEI codes are not traceable or valid on RJIL Network.
- Any reconnection of service/s shall be done at the sole discretion of RJIL and fulfilment of other conditions as specified by RJIL.
- The customers shall remain liable for the charges during the period of suspension of services.

6. FORCE MAJEURE

RJIL shall not be, directly or indirectly, responsible for break or disruption of Services on account of Force Majeure circumstances, such as riots, strike and lockouts either in the works and office of RJIL or general strike in the city or in the country, civil disobedience, act of war, flood, tempest, fire, earth- quake or any other act of God , policy of the Government, Court orders, Judgment ,systems failure, Network failure, any external

network or any cause of whatsoever nature beyond the control of RJIL, making it impossible to render the Services to the Customer. However, the Customer shall continue to pay all Tariffs/Charges as per the terms of this CAF notwithstanding the Force Majeure conditions. It is understood by the Customer that provision of Services by RJIL is subject to certain external factors and agencies who are actively involved in providing the Services to the Customer and RJIL shall not be liable for the same.

7. ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMERS OF RJIL'S HIGH SPEED INTERNET JIOFIBER AND JIO AIRFIBER SERVICES (FIBER TO THE HOME / OR TO ANY CUSTOMER LOCATION)

- All speeds mentioned in the plan/s are guaranteed up to ISP node.
- For Jio AirFiber maximum speed available to the customer is provided in plan details.
- Contention ratio as defined by TRAI is applicable on all plans described in the Tariff Enrolment Plan (TEF). This contention ratio is subject to change as per TRAI directives and the prevalent law in force.
- Fair usage limit (FUP) and/or commercial usage policy (CUP) is applicable on certain high speed internet plans. FUP/CUP is uploaded on RJIL’s website at www.jio.com and is liable to change from time to time. Customers are encouraged to refer to the above link on a regular basis to acquaint themselves of the FUP.
- Any Wi-Fi connectivity deployed by subscriber on his own will be activated only after it is registered for centralized authentication system (As per DOT directive on Wi-Fi security).
- RJIL, its affiliates may issue to the Customer with certain devices / equipment in order for the Customer to avail of RJIL’s services and connect to the internet, these devices are liable to be returned by the Customer to RJIL on termination of services / connection or on request by RJIL. An interest free security deposit may be payable by the Customer to RJIL at the time of issue of these devices.
- The Customer shall keep the RJIL owned equipment in good condition. In case of non-return of RJIL owned devices/equipment or return of RJIL owned devices/ equipment in damaged/non-working conditions, penalty charges will be applicable and payable by the Customer. At the discretion of RJIL, the said penalty charges may also be deducted from the security deposit maintained with RJIL.
- Exit Clause (for Jio GigaFiber services) If the subscriber chooses to exit:
 - Post service being provisioned after customer signs CAF, but without having availed of the services of RJIL, then all one time charges (activation, installation, etc.) will stand forfeited by the Customer.
 - Having availed services (for any duration of time), then all one time charges (activation, installation, etc.) & plan charges will stand forfeited by the Customer.

Any refund if applicable will be paid within eight weeks. Account termination will be done on receipt of RJIL owned equipment and settlement of all balance outstanding, penalty/damages (if applicable) will be deducted from refund amount.

8. DECLARATION OF CONSENT

This notice provides highlights of the full RJIL privacy policy available at www.jio.com. The notice applies to services provided as a result of this application form. RJIL uses the collected information to provide the services you request. RJIL may use the information to inform about other products or services offered by RJIL and its affiliates. Customer hereby provides consent to the collection, processing and use of its personal data as provided in the form for the mentioned purposes as per the privacy policy available at www.jio.com.

9. MISCELLANEOUS



- RJIL may upon notice to Customer (a) suspend the Services (b) disconnect the Customer from the Services and Network (c) change Tariff.
- RJIL reserves the right to modify/alter/amend or change all or any of the terms and conditions of this CAF by a written notice addressed by RJIL to the last address given by the Customer or through a public notice in print media, at its sole discretion, due to regulatory, administrative and/or commercial compulsions or for any other reason considered necessary in the interest of business operations. RJIL shall also have the right to amend this CAF as this is necessary for the proper provisioning and conduct of the services in public interest or is mandated by any change in applicable law or regulation or consequent to change in the terms of the License granted to RJIL. Both parties shall act strictly according to the direction of a statutory body/authority, State Government or Government of India or any court etc and as per any applicable statute.
- RJIL's contractual rights and remedies, as well as those available at law or equity, are independent and cumulative.
- The Subscriber has fully read / has been explained in vernacular, verbatim the contents of the Prepaid application form and understood the contents thereof and has signed it in token of its consent, with clear understanding that it is a valid and binding document and can be enforced by in accordance with the law.
- Any dispute shall be subject to the exclusive jurisdiction of the courts situated in city/town in which regional head office of RJIL relevant Circle is located (i.e Circle in which the Customer is registered with RJIL).
- The Customer shall indemnify and keep indemnified RJIL against all loss, damages, and claims, actions that are initiated against RJIL for any act or omission by the Customer in utilizing the Services of RJIL under this CAF and/or for non-compliance of the Customers obligations listed in clause 3 above.
- The CAF binds the Customer, his/her heirs, executors, administrators, successors and permitted assignees to the terms & conditions of the CAF.
- The information and terms and conditions provided overleaf, and on the website shall be treated as part and parcel of this CAF.
- RJIL reserves the right to seek / verify particulars provided by the Subscriber to RJIL, in any manner without notice or intimation.
- RJIL reserves the right to provide Services through its agents and franchisees.
- RJIL shall, unless the Subscriber indicates otherwise, send promotional materials to Subscriber via electronic media (which includes text messages and emails), mailers and voice.
- RJIL shall not be responsible for any criminal liability incurred by the Subscriber due to any misuse of the Service provided by RJIL i.e. any acts of commission or omission by the Subscriber.
- RJIL shall preserve the secrecy of all details of financial transactions between the Subscriber and RJIL to the extent required by general law.
- Further, RJIL is authorized, without reference to the Subscriber, to comply with any written request and demand to furnish any information about the Subscriber from any Authority under the law.
- Privacy of communication is subject to regulations of the Authorities and Government, the terms of the License agreement of the company and other statutory and regulatory factors
- RJIL will provide the Customer with usage details (if sought by the Customer) in compliance with TRAI Regulations. These usage details will be provided by RJIL to the Customer in an electronic format and not in a physical printed form / hardcopy.