

# JIOTALKS

## TERMS OF USE

### 1. Introduction and Scope

- 1.1. The terms and conditions contained hereinafter (including [Privacy Policy](#)), any other rules, policies and terms of Jio, as may be posted on this Website from time to time, and corresponding hyperlinks separately provided on the Website, if any) (“**Terms of Use**”) shall govern the use / access of the domain name <https://www.jiotalks.com>, its related content, any other linked pages, features, content, sites and hyperlinks [(including but without limitation to any mobile application services)]<sup>1</sup> that is owned, maintained and operated by Reliance Industries Ltd. and/ or its affiliates (“**Jio**” or “**we**” or “**our**” or “**us**”) (collectively referred to as the “**Website**”).
- 1.2. By visiting or accessing or using this Website (even when you do not avail of any services provided in this Website (“**Services**”)), you (“**User**” or “**you**”) agree to be bound by our Terms of Use pertaining to your use of any content including any visual and audio-visual works, audio, sound recordings, trademarks, brands, including all interactive content, texts or literary work, photographs, etc, including any adaptations thereof made available, provided, accessed or distributed through the Website (“**Content**”). It shall be assumed that you (“**User**” or “**you**”) have read, understood and unconditionally accepted these Terms of Use.
- 1.3. These Terms of Use constitutes a binding and enforceable agreement between you and Jio. IF YOU DO NOT AGREE TO ANY OF THE CONDITIONS PROVIDED IN THESE TERMS OF USE, PLEASE DO NOT USE AND/OR ACCESS THIS WEBSITE OR ITS CONTENTS. This document is an electronic record, generated by a computer system and does not require any physical or digital signatures.

### 2. Changes to the Terms of Use

These Terms of Use are subject to modification based on changes in the business, legal and regulatory requirements and will be made available to you online. We will make all efforts to communicate about significant changes to these Terms of Use. You are encouraged to periodically visit this page to review the Terms of Use and any changes hereto.

### 3. No Unlawful, Infringing or Offensive Activity

- 3.1. You agree that you will not host, display, upload, modify, publish, transmit, update or share any information through this Website that:
    - i. belongs to another person and to which you do not have any right;
    - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of other’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
    - iii. harm minors in any way;
    - iv. infringes any patent, trademark, copyright or other proprietary rights including any intellectual property rights;
    - v. violates any applicable laws;
    - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
    - vii. impersonates another person;
    - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
    - ix. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
-

#### **4. License to the Contents of the Website**

- 4.1 Any Content provided on the Website or any other site that we manage or have license to, are owned by Jio. Unless otherwise indicated on the Website, all Content provided in the Website is the sole property of Jio and any usage of the same must be according to these Terms of Use. Except as provided in these Terms of Use, you agree not to distribute or provide access to any Content of the Website without our prior written approval.
- 4.2 Subject to your strict and full compliance with the Terms of Use, Jio, hereby grants you across the country a personal, limited, non-exclusive, non-transferable, non-sub-licensable and revocable license to use the Content strictly for your private and personal use and non-commercial viewing or streaming.
- 4.3 Except for the rights to use granted under these Terms of Use, no other rights are granted to you with respect to the Content, either by implication, estoppel, or otherwise.

#### **5. Links to Third Party Website**

- 5.1. This Website provides links to various websites, applications, services, for your convenience only and we have no control over these third-party websites and/ or applications. Some of the links may be related to the websites, applications and/ or services provided by our affiliate(s). We do not maintain, sponsor or recommend any third-party websites, though the Website may contain advertisements. We do not assume any responsibility for them or their content or accessibility. In particular, we shall not be liable for any infringement of intellectual property rights of any person, or any information or opinion on third party websites. Your use of those linked sites, mobile software applications, and services are subject to the terms of use and privacy policies of each such website(s), applications and or service(s).
- 5.2. This Website, the Contents and/ or any Services under this Website are accessed via the World Wide Web, which is independent of the Website. Your use of the World Wide Web is solely at your own risk and subject to all applicable laws and regulations. We have no responsibility for any information or service obtained by you on the World Wide Web.

#### **6. Exactness / Accuracy not guaranteed**

We have made reasonable efforts to accurately display the details of the Content and colour on our Website. However, we do not warrant/guarantee the Content on this Website is accurate, complete, updated, or error-free and we undertake no responsibility for any such inaccuracy in the Content. The particular technical specifications and settings of your computer and its display could affect the accuracy of the display of colours displayed on this Website.

#### **7. Your Content / Feedback that you submit to the Website**

- 7.1. We may allow you to post your experience or feedback in respect of the Services or your user experience with this Website, via the Website ("**your content**"). You agree and confirm that the particulars posted by you are true and correct information and does not violate any third-party rights including any intellectual property rights. You also confirm that your content does not belong to any third party or fictitious names. You hereby grant us and our authorized third party, an exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license to use, reproduce, modify, adapt, publish or communicate to the public your content for our legitimate business interest throughout the world in whole or in part, in any media platforms available now or developed in the future. You also consent to any act or omission by Jio that would otherwise infringe any of your rights (including your moral rights) in your content. You warrant that you have the right to grant the above license and that our exercise of the license rights above will not infringe the intellectual property rights of any third party. Further, you undertake hereby that your content is not defamatory, and it will not breach any applicable law.

#### **8. Termination or suspension of your access**

If you misuse this Website or its Content, or if your content infringes on another party's intellectual property rights, or if you violate any provisions of these Terms of Use, you understand and

acknowledge that we may remove such content either in whole or in part and suspend or terminate your access/usage rights to the Website. Further, for any such misuse you also agree to indemnify Jio based on the indemnification provision below.

## **9. Intellectual Property**

All intellectual property rights in this Website, the designs, graphics, artistic works, brands, Content, applications, software, underlying source code and all other aspects of this Website belong to us solely and exclusively, unless specifically mentioned otherwise.

### **9.1. Copyright**

All Content included on the Website, such as text, graphics, logos, button icons, images, artistic works, graphical user interface of the Website, diagrams, drawings, audio clips, audio-visual recordings, digital downloads, data compilations, and software including the source and the object code, is the property of Jio or its content suppliers and is protected by the applicable intellectual property laws.

### **9.2. Trademarks**

The (i) trademark ['Reliance'] and its logo, (ii) trademark 'Jio', its logo, and (iii) other trademarks marks and logos are owned by and/or licensed to Jio. There will be certain trademarks of third parties whose products are made available on the Website. These marks are used for representation purposes only and Jio does not claim any rights over these trademarks.

### **9.3. Intellectual Property Claims**

Jio or its content suppliers post Content from around the world. While Jio strives to ensure all ideas posted are credible, based on facts and do not infringe on other people's intellectual property rights, there may be an occasion when Content is provided by other parties, and/or may include material that infringes on the copyright a third party. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please write to us at [insert e-mail address] with your concerns requesting such content to be removed or access to it be blocked and we will try to address your concerns.

No part of this Website including any Content either in whole or in parts, may be reproduced, adapted, distributed, communicated to the public, modified or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without our prior written permission.

## **10. Information Security**

We are committed to safeguard the security and confidentiality of any information you provide to us. Upon acceptance of these Terms of Use, you confirm that you have read, understood and unequivocally accepted our Privacy Policy. Further, we understand that you accept the inherent security implications of providing information over the internet or world wide web and you agree to not hold us responsible for any breach of security or disclosure of personal information. If you become aware of any violation of the security of data or the Terms of Use, please contact us immediately at [jjotalks@jio.com](mailto:jjotalks@jio.com)

## **11. Release and Indemnity**

11.1. To the extent permitted by applicable law, you agree to release and waive any and all claims and/or liability against Jio arising from connection with your use of the Website and/or the Contents thereto.

11.2. You also agree to indemnify and hold harmless Jio, its parent organization, affiliates, any persons involved with the creation of this Website (including third party networks / infrastructure providers) and their respective directors, officers, personnel, contractors and agents against all claims, suits, judgment, losses, damages, costs, obligations and expenses arising or relating to your use of the Website and/or the Content or any acts

committed by you in violation of applicable laws and/ or these Terms of Use. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breach of these Terms of Use and will survive these Terms of Use and will continue even after you cease to use the Website / Content.

**12. Limitation of Liability**

In no event Jio, its affiliates and their respective owners, directors, officers, agents, shareholders and partners shall be liable for any loss or damage whatsoever, including without limitation direct, indirect, punitive, incidental and consequential damages, lost profits, or damages resulting from the use or inability to use the Website and/or the Content whether based on warranty, contract, tort or in any other means or action.

**13. No waiver for breaches**

Any failure by Jio to enforce these Terms of Use, for whatever reason, shall not necessarily be construed as a waiver of any right to do so at any time.

**14. Redressal of Grievance**

14.1. If you have any grievances in relation to the Website or its Content, you may send a notice to us in writing or through e-mail signed with electronic signature ("**Notice**"). The Notice should contain the following:

- i. Details of the content alleged to be in infringement of your rights as the rightful owner or affecting you prejudicially.
- ii. Your contact information including e-mail, address, and telephone number where you can be contacted if required.
- iii. A declaration cum undertaking along with necessary documents establishing you:
  - as the rightful owner of the content to be disabled / affecting you prejudicially;
  - as an affected person, stating that the information submitted is true, complete and accurate and no material fact has been hidden, and also stating that Jio, its directors, employees, including the Grievance Redressal Officer shall not be liable for any loss or damage or claim for relying on such requests

14.2. You may forward your request / complaints to Grievance Redressal Officer i.e. [jiotalks@jio.com](mailto:jiotalks@jio.com)

14.3. The contact details of the Grievance Redressal Officer is: [jiotalks@jio.com](mailto:jiotalks@jio.com)

**15. Governing Law and Jurisdiction**

If any dispute arises in relation to these Terms of Use, the laws of the Republic of India will apply, and such dispute shall be subject to the exclusive jurisdiction of courts in Mumbai, India. Without prejudice to anything contained above, Jio shall have the right to approach any court having jurisdiction under applicable laws in case of dispute involving violation of any intellectual property related to the Website or the Content.

**16. Disclaimer**

16.1. IN NO EVENT WILL JIO, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND CONTRACTORS BE LIABLE FOR ANY INFORMATION, CONTENT, OR SERVICES AVAILABLE THROUGH THIS WEBSITE.

16.2. ANY COMMENTS OR VIEWS EXPRESSED IN THE TALKS ARE THAT OF SPEAKERS AND JIO, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND CONTRACTORS WILL NOT BE RESPONSIBLE FOR THE SAME.

16.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS CONTAINED IN THIS INFORMATION OR ANY FAILURE TO UPDATE OR CORRECT THIS INFORMATION AND THE SERVICES BY THIS WEBSITE WHICH IS ON "AS-IS" AND "WITH ALL FAULTS AND RISKS BASIS"

AND WITHOUT WARRANTIES OF ANY KIND, WE DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU UNDERSTAND THAT ACCESSING THE INTERNET OR TELECOMMUNICATION SERVICES MAY BE HARMFUL OR CAUSE LOSSES, INJURY OR DAMAGES TO YOU. AS A USER OF THIS WEBSITE, YOU SHOULD MAKE YOUR OWN ENQUIRIES BEFORE ENTERING INTO ANY TRANSACTION ON THE BASIS OF OR IN RELIANCE UPON THE CONTENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES, OFFICERS, AGENTS AND CONTRACTORS EXCLUDE ALL LIABILITY FOR ANY LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE) ARISING FROM THE USE OF, OR RELIANCE UPON THE CONTENT WHETHER OR NOT THIS IS CAUSED BY A NEGLIGENT ACT. WE EXPRESSLY RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO SUSPEND, CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THE WEBSITE AND TO RESTRICT OR TERMINATE THE USE AND ACCESSIBILITY OF THE WEBSITE WITHOUT ANY PRIOR NOTICE.

- 16.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELIANCE JIO PROVIDES NO WARRANTY ON USE OF THE CONTENT AND SHALL NOT BE LIABLE FOR THE SAME UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. RELIANCE JIO ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY CONTENT.
- 16.5. IF ANY PROVISION OF THESE DISCLAIMERS ARE INVALID OR UNENFORCEABLE, SUCH WILL NOT RENDER ALL TERMS UNENFORCEABLE OR INVALID BUT RATHER THE TERMS WILL BE READ AND CONSTRUED AS IF THE INVALID OR UNENFORCEABLE PROVISION(S) WERE NOT CONTAINED THEREIN.
- 16.6. ANY OTHER SERVICE(S) AND COMPANY NAMES MENTIONED HEREIN MAY BE TRADEMARKS, SERVICE MARKS OR TRADE NAMES OF THEIR RESPECTIVE OWNERS. YOUR ACCESS TO THIS WEBSITE SHOULD NOT BE CONSTRUED AS GRANTING, BY IMPLICATION, ESTOPPEL OR OTHERWISE, ANY LICENSE OR RIGHT TO USE ANY MARKS APPEARING ON THE WEBSITE WITHOUT THE PRIOR WRITTEN CONSENT OR THE THIRD-PARTY OWNER THEREOF.

**17. Force Majeure**

Jio shall be under no liability whatsoever in the event of non-availability of any portion of the Website or Content occasioned by act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, failure of any public utility, man-made disaster, infrastructure failure or any other cause whatsoever beyond the control of Jio.

**18. Entire Agreement**

These Terms of Use, as amended from time to time, constitutes the entire agreement between the parties and supersedes all prior understandings between the parties relating to the subject matter herein.