

General Terms and Conditions for JioSign

Version 1.0

1. GENERAL:

- 1.1 This electronic signing application (“**Application**”) is made available by Reliance Jio Infocomm Limited, located at 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat – 380006, and which may mean and include any of its affiliates, assignees or successors-in-interest as determined by it at its sole discretion and without requiring any prior notice or intimation, from time to time (“**Company**”, “**we**”, “**our**” or “**us**”).
- 1.2 Your (“**you**”, “**your**” or “**User**”) use of the Application is subject to these terms and conditions (“**Application T&C**”). Your use of the Application requires that you agree to these Application T&C and the **Privacy Policy for JioSign** (“**Privacy Policy**”) by clicking “I agree” (and entering you authorizing PIN if required). Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the personal data you provide us.
- 1.3 The Application incorporates different means of identity verification and authentication service providers (“**Identity Verification Providers**”) which may change from time to time and may not be provided by us. By using the Application, you can sign and validate electronic records by using the services of Identity Verification Providers (“**Services**”). Please note that the legal ramifications vary between different Identity Verifications Providers. Please see our Frequently Asked Questions section for more information.
- 1.4 Your use of the services of Identity Verification Providers may be subject to the terms and conditions of those Identity Verification Providers.
- 1.5 By downloading the Application and/or by registering or signing up to the Application, or otherwise having access to, receiving, and/or using the Application, you acknowledge to have read, understood and you consent to be governed and bound by these Application T&C and the Privacy Policy. If you do not understand these terms and conditions or the Privacy Policy, or do not accept or agree to any part of them, then you should not use the Application.
- 1.6 These terms and conditions are an electronic record in terms of the Information Technology Act, 2000 (as amended / re-enacted) and rules thereunder (“**IT Act**”), and is published in accordance with the provisions of Rule 3 (1) of the of the Information Technology (Intermediaries Guidelines) Rules, 2011, which mandates for publishing of rules and regulations, privacy policy and terms of use for access or usage of Application. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.7 You acknowledge and agree that the Application and Services contemplated in the Application T&C, including but not limited to certificates issued thereunder, are not to be construed as “digital signature” or “electronic signature” within the meaning of the IT Act.

2 USE OF JIOSIGN:

- 2.1 After signing up, a User can create two types of accounts: a) an individual account; and b) a business account. You can always upgrade and downgrade your respective account. Business account is linked with multiple individual accounts.
- 2.2 In addition to the Services contemplated herein, which unless the Company stipulates otherwise, are free of cost, You may also opt for a paid version of the Application (“**Paid Services**”).
- 2.3 Prior to using the Services, you can upload any electronic records (for example, files, documents, photos; “**Your Electronic Records**”) to the Application. You are responsible for any and all activities that occur in your account. In case of a business account, the account administrator is responsible for the actions of each individual account. All User actions are logged to an audit trail.
- 2.4 We do not copy or store Your Electronic Records outside the Application without your permission and we do not in any manner impair the integrity of Your Electronic Records.
- 2.5 You own and control Your Electronic Records. We keep Your Electronic Records as long as you have an account with us. You can always delete Your Electronic Records. We keep Your Electronic Records that you have deleted for 30 days in case you want to restore them. If you do not restore them within 30 days from deletion, they will be permanently deleted. If other Application users have downloaded a copy of the electronic record that you permanently delete, that record will not be deleted.
- 2.6 In order to (i) establish your identity; and (ii) link your identity to the electronic record being signed; and (iii) performance of Services, we need to process certain personal data including sensitive personal data. Please see our Privacy Policy for more details. The personal data including sensitive personal data required for your identification and linking your identity to the electronic record being signed is defined by and dependent on the Identity Verification Provider you use. Therefore, please carefully read the relevant terms and privacy policies of the Identity

Verification Provider you use for signing. We may provide links to the relevant terms and privacy policies of the Identity Verification Providers, but as we do not have any control over the policies and terms of external Identity Verification Providers, we cannot guarantee the accuracy of that information.

3 LICENSE FOR THE USE OF APPLICATION:

- 3.1 The Company grants you a limited, revocable, non-exclusive, non-transferable, worldwide license to download, install and use the Application strictly to use the Services in accordance with Application T&C.
- 3.2 You agree not to, and will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application.
- 3.3 You agree that the Application contain information and material that is protected by applicable intellectual property laws and other laws, including but not limited to copyright law, and that you will not use such information or materials in any way whatsoever except for use permitted under Application T&C.
- 3.4 You shall not use the Application in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Application.
- 3.5 You are not entitled to use any kind of measures, mechanisms or tools (software or hardware) that could interfere with the functioning of the Application or its Services.
- 3.6 You may not use the Services and/or Application if (i) you have been convicted of any criminal offence under applicable law; (ii) you are a person who is either barred or otherwise legally prohibited from receiving or using the Services under the laws of India; and (iii) if you are under the age of 18 years.

4 INTELLECTUAL PROPERTY RIGHTS:

The Company shall own right, title and interest, including all related intellectual property rights, in/of the Application, including but not limited to source code and object code of the Application, features of Services, which is/are protected by the applicable laws. You acknowledge that such ownership shall include all intellectual property rights arising from any suggestions, enhancement requests, recommendations or other information provided by the User, whether in the course of use of the Application or otherwise.

5 LIMITATION OF LIABILITY:

- 5.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE APPLICATION, OR INABILITY TO USE OR ACCESS THE APPLICATION OR THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OR SERVICES OBTAINED THROUGH THE APPLICATION OR FOR ANY SECURITY BREACH OR ANY VIRUS, BUG, UNAUTHORIZED INTERVENTION, DEFECT, OR TECHNICAL MALFUNCTIONING OF THE APPLICATION WHETHER OR NOT FORESEEABLE OR WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT, OF OR IN CONNECTION WITH, YOUR USE OF, OR ACCESS TO THE APPLICATION. FURTHER, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TEMPORARY DISABLEMENT, PERMANENT DISCONTINUANCE OR MODIFICATION OF THE APPLICATION BY THE COMPANY OR FOR ANY CONSEQUENCES RESULTING FROM SUCH ACTIONS.
- 5.2 YOU SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY ANCILLARY SERVICES (INCLUDING THE PAYMENT OF ANY ADDITIONAL FEES THEREFOR) REQUIRED TO CONNECT TO, ACCESS OR OTHERWISE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, INTERNET AND TELEPHONE SERVICE.
- 5.3 YOU SHALL BE SOLELY RESPONSIBLE FOR THE ELECTRONIC RECORDS UPLOADED TO THE APPLICATION. THE USER UNDERTAKES TO INDEMNIFY THE COMPANY ANY LOSS OR DAMAGE WHICH THE COMPANY SUFFERS AS A CONSEQUENCE THAT THE USER UPLOADS ANY ILLEGAL DATA OR INFORMATION.
- 5.4 THE COMPANY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE APPLICATION FOR ANY PURPOSE. THE APPLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY AND/OR

ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, AND SERVICES AND RELATED CONTENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5.5 YOU SPECIFICALLY AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE APPLICATION. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SERVICES SENT USING AND/OR INCLUDED IN THE APPLICATION BY ANY THIRD PARTY.

5.6 THE COMPANY IS NOT LIABLE OR RESPONSIBLE, IN ANY MATTER WHATSOEVER, FOR ANY FAILURE OR INABILITY IN PROVIDING SERVICES AND/OR ANY UNAUTHORISED AND/OR WRONGFUL USE OF SERVICES, OWING TO ANY REASONS ATTRIBUTABLE TO THE USER, INCLUDING BUT NOT LIMITED TO ANY SUBSEQUENT UN-NOTIFIED CHANGE TO ANY INFORMATION SUBMITTED BY THE USER AT THE TIME OF REGISTERING FOR SERVICES OR CHANGE IN DEVICE USED FOR THE PURPOSES OF USING SERVICES, ANY LEGAL DISABILITY OF THE USER, ANY FRAUD, MISREPRESENTATION OR IMPERSONATION OF IDENTITY BY THE USER OR ANY MISUSE OF THE APPLICATION, DEVICE OR SERVICES OWING TO ANY FAILURE, NEGLIGENCE OR LACK OF NECESSARY VIGILANCE BY THE USER.

5.7 THE COMPANY SHALL HAVE THE RIGHT TO SUSPEND OR TERMINATE THE SERVICES AT ANY TIME AT ITS SOLE DISCRETION, IF THE COMPANY IS OF THE OPINION THAT SUCH CONTINUATION OF SERVICES MAY INFRINGE OR VIOLATE OR IS LIKELY TO INFRINGE OR VIOLATE ANY APPLICABLE LAW, REGULATIONS INCLUDING ANY AMENDMENTS THERETO AND/OR NEW ENACTMENTS. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES ARISING OUT OF ANY SUCH SUSPENSION OR TERMINATION OF SERVICES.

6 LINKS TO THIRD PARTY SITES AND APPLICATIONS:

6.1 The Application may contain links to other web sites/applications, whether in the form of a separate tab and/or facility within the Application or otherwise ("**Linked Sites**"). The Linked Sites may not be under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site or any information transmitted on a Linked Site. The inclusion of any link does not imply endorsement by the Company of the site or any association with its operators.

6.2 Any dealings with third parties included within or available via the Linked Sites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. The Company shall not be responsible or liable for any part of any such dealings or promotions.

6.3 You acknowledge and agree that the use of any Linked Sites is governed by their respective terms and conditions.

6.4 THE COMPANY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICE OF AN OFFEROR OF A LINKED SITE. THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO YOUR PERSONAL OR OTHER INFORMATION THAT MAY BE COLLECTED, PROCESSED, SHARED OR RETAINED BY AN OFFEROR OF A LINKED SITE.

6.5 The Company reserves the right to suspend and/or remove any Linked Site or disable any content forming part thereof at its sole discretion without any prior notice to you.

7 CONFIDENTIALITY:

7.1 In the course of your use of the Application and Services, you may be privy to all or some of the features, functionalities and facilities of the Application and Services. You acknowledge and agree that any and all such information (collectively "**Information**") shall be deemed to be confidential information of the Company and you are obligated to ensure strict confidentiality of any and all such Information.

7.2 You may not share or divulge Information to any third party, without the prior written consent of the Company.

8 TERMINATION:

- 8.1 You may stop using the Services anytime. If you are availing Paid Services and wish to cancel your subscription, your account will be downgraded to a free account and your account will be active until you choose to delete your account.
- 8.2 The termination of the Application T&C in accordance with this Section 8 does not affect the validity of the signatures given. You can always access and download Your Electronic Records signed via the Application if your account is active.
- 8.3 You can choose to delete your account in the Application. Please note that by choosing to delete your account, we will keep your account open for 30 days in case you want to restore any of Your Electronic Records. If you do not log in to the Application for a consecutive period of 30 days, the Company shall be entitled to initiate actions, with or without your prior consent, to suspend and/or terminate your account, including but not limited to deletion of all data stored by you, during the period of such suspension or upon termination, unless otherwise applicable if you avail Paid Services. If other Application Users have downloaded a copy of Your Electronic Record that you permanently delete as part of your account deletion, that electronic records will not be deleted. If you do log in to the Application after you have chosen to delete your account, your account will be activated and you will need to re-start the account deletion process. If the account deletion is successful, then you can only start using the Services once you have re-done the sign up.
- 8.4 Subject to clause 8.3 and 8.5, we reserve the right to suspend or terminate your access to the Services with a reasonable prior notice when: i) you are in breach of these Application T&C; ii) your use of the Services would cause harm or risk to us or other Users; and iii) you are in breach of applicable law.
- 8.5 We will not provide a notice to you if: i) you are in material breach of these Application T&C; ii) doing so would cause us legal liability or compromise our ability to provide the Services to our other users; and iii) we are prohibited to do so by law or an enforceable instruction of a governmental institution.

9 MODIFICATIONS AND UPDATES:

- 9.1 The Company reserves the right to change the Application T&C under which the Services are offered, including but not limited to the subscription charges, if any, associated with the use of the Services. The Application T&C may be further modified based on changes in the business, legal and regulatory requirements and will be updated online. We will make all efforts to communicate any significant changes to the Application T&C to you. You are encouraged to periodically visit this page to review these Application T&C and any changes to it.
- 9.2 The Company reserves the right to change how the Services are delivered, including making changes to subscription packages. In the event any of the Service specified herein become chargeable, we communicate the changes to you in accordance with applicable laws.
- 9.3 The Company reserves the right to add, modify or delete any content or features available in the Services at any time at its sole discretion.
- 9.4 You may need to install updates to the Application or related software that we introduce from time to time to use the Application. Services originating from the Application may communicate with the servers from time to time to check for available updates to the Services and to the functionality of the Application, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "**Updates**"). Your use of the Services you have installed requires that you have agreed to receive such automatically requested Updates.

10 SERVICE LEVEL:

Although the Services are dependent on the availability of services offered by Identity Verification Providers, we will make our best effort to make the Services available to you 24 hours a day, 7 days a week, except for planned downtimes which will be noticed in advance to Users.

11 GOVERNING LAW AND DISPUTE RESOLUTION:

These terms and conditions are governed and construed in accordance with the laws of India. The courts in Mumbai shall have exclusive jurisdiction to hear disputes arising out of these terms.

12 INDEMNITY

You shall indemnify and hold harmless the Company, its owners, employees, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your use of (i) Application and/or (ii) the breach of these Application T&C, Privacy Policy, terms applicable to the Paid use of the Services and other policies, or your violation of any law, rules or regulations or the rights of a third party.

13 FORCE MAJEURE:

The Company shall be under no liability whatsoever in the event of non-availability of any portion of the Application or subscribed content occasioned by act of God, war, disease, pandemic, 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 the Company.

14 SEVERABILITY:

If any of the provisions of these Application T&C are deemed invalid, void, or for any reason unenforceable, that part of these Application T&C will be deemed severable and will not affect the validity and enforceability of any remaining provisions of these Application T&C.

15 CONTACT DETAILS:

Address: Office -101, Saffron Nr. Centre Point, Panchwati 5 Rasta, Ambawadi Ahmedabad Gujarat 380006 IN
Email: jiosign@jio.com.