

Terms and Conditions

This document is an electronic record in terms of the Information Technology Act, 2000 ("IT Act") and rules thereunder, and is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules 2021, which mandates for publishing of rules and regulations, privacy policy and terms of use for access or usage of the Website. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These Terms and Conditions / Terms of Service ("Terms" / TOS / Website Terms) read with the privacy policy, disclaimers, rules of Reliance as may be posted on this Website, having domain name jioeva.ai, from time to time, shall govern your use / access of the Website, ("Website"), its related content, sites and hyperlinks owned maintained and operated by Jio Platform Ltd. and or its Affiliates and the domain name is owned by one of its Affiliates. These Terms applies to all Users of the Website.

By impliedly or expressly accepting these Terms, privacy policy, you also accept and agree to be bound by rules, policies and Terms of Jio as posted on this Website from time to time and corresponding hyperlinks if any. If you do not agree to be bound by the TOS, please do not access this Website or avail any Services provided through this Website.

Changes to the Website Terms

We may change, modify, amend or update the Website Terms from time to time by publishing an updated version on the Website. We will notify you whenever any changes to Website Terms are made. By continuing to use the Website you will be deemed to accept the updated Website Terms and agree to be bound by them.

Definitions

For the purpose of this TOS,

- **"Affiliate(s)"** shall mean with respect to Reliance, any person directly or indirectly controlling, controlled by, or under direct or indirect common control with Reliance including its subsidiaries and associate companies.
- **"Agreement"** means the Terms and Conditions/ Terms of Service, as detailed herein including all schedules, appendices, annexures, privacy policy, Disclaimer and will include

the references to this Agreement as amended, novated, supplemented, varied or replaced from time to time.

- **"Reliance"**/ "we"/ "us"/ "our" shall mean Jio Platform Limited and or its Affiliates, service providers, successors and assigns, wherever the context applies.
- **"Content"** means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code collectively.
- **"MSISDN"** means the Mobile Subscriber Integrated Services Digital Network- Number.
- **"Product(s)"** shall mean EVA Platform and SDK/Bots etc. created using EVA Platform
- **"You"/ "User"** shall mean the end user accessing the EVA and EVA-powered BOTs, its contents and or using the Services offered through the Website and includes a subscriber of telecommunication and digital services of Reliance.
- **"WebSite"** means the website operated by Reliance (jioeva.ai), or its Affiliates, which provides information related to various Services of Reliance to the subscribers or any prospective customers and enable them to avail the Service(s) as may be provided through the Website from time to time etc.

Registration

In order to avail the Services through the EVA, you are required to register on our Website, which may involve without limitation, setting up of a profile, providing your email id MSISDN, password, your name and other personally identifiable information. However, you may be able to lodge a web-based complaint, feedback or suggestion, by filling the necessary information and without registration. You will be solely responsible to ensure confidentiality of your passwords or account with the EVA. By registering you hereby grant consent for contacting you via telephone or email based on the information furnished by you either by us, or our Affiliates or third parties nominated in this regard for providing better services or for promotional activities related to the Services. You agree that the basic customer information, personally identifiable information, provided by you are true, complete and accurate, and agree not to submit any particulars which are false or any information you do not have any right or authority to provide. You are solely responsible for maintaining the confidentiality and security of all activities that occur on or through your access of the Website.

Price and Payment Policy

For the Services which are on chargeable basis Reliance may offer you multiple payment options online for availing the Services. However, Reliance reserves its right to add or delete any mode of payment without any prior notice. The Service(s) are offered and made available only to users who have registered with EVA.

The sale and distribution of Product(s), will be through Jio Platform Ltd.

The online payment mode includes credit cards, debit card, net banking, Jio Money account, etc. We accept payments made by most of the major credit/debit cards issued in India. Acceptance of card payment is at the sole discretion of Reliance. However, Reliance reserves its right to deny acceptance of card payment without any prior notice. We don't accept internationally issued credit/debit cards and certain cards issued by banks in India too.

While availing any of the payment method(s) available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

- Lack of authorization for any transaction/s, or
- Exceeding the present limit mutually agreed by you and your issuing bank, or
- Any payment issues arising out of the transaction, or
- Decline of transaction for any other reason/s

Reliance will not be liable for any credit / debit card fraud. The liability for use of a card fraudulently will be on you and the onus to prove otherwise shall be exclusively on you. All information collected by us shall be governed as per our Privacy Policy. Reliance will not be responsible for any transactions you make for using any portion of the Service(s). All claims and complaints for any failed or incorrect transactions must be directed to our payment processing partners and/or your bank (as the case may be).

Reliance reserves its right to change the price of any Service(s), tariff plans, in the Website any time without any notice, however in compliance with all applicable laws. All payments made against the purchases of Service(s) on Website by you shall be in Indian Rupees only. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

You represent and confirm that the credit/debit card that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card to use it. You further agree and undertake to provide the correct and valid credit card details to carry out a transaction on the Website. All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any delay or non-delivery.

Reliance reserves the right to impose limits on the number of transactions which Reliance may receive from an individual valid credit / debit / valid bank account and reserves the right to refuse to process transactions exceeding such limit.

You acknowledge that Reliance will not be liable for any damages, interests, claims etc. resulting from not processing a transaction or any delay in processing a transaction which is beyond the control of Reliance.

No unlawful, infringing or offensive activity

Your use of this EVA is in compliance with all the applicable laws including but not limited to Information Technology Act, 2000 and the Rules made thereunder. You must not post/transmit or enable another person to post/transmit via the Website any information or material or otherwise use the Website for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any applicable laws. This Website 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.

No viruses or other interference

You must not transmit or enable another person to transmit via the Website any virus or other information or material or otherwise use the Website in a way which:

- tampers with, hinders the operation of or makes unauthorized modifications to the Website;
- inhibits any other user from using the Website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

Termination or suspension of your access

We may suspend or terminate your account or access to all or any part of the Website at any time, if you breach this Terms and Conditions of the Agreement / TOS, in our reasonable opinion or at our discretion for any reasons as we may think deem fit.

Exactness / Accuracy not guaranteed

We have made significant efforts to accurately display the details of Services, colours that appear on this Website. However, we do not warrant/guarantee the content of this Website is accurate, complete, current, or error-free. The particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colours, displayed on this Website.

Content / Feedback that you submit to the Website

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"), for which you should be registered with the Website. You confirm that the particulars posted by you are true and correct information and shall not belong to any third party or fictitious names. For your content, you hereby grant us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license to use, reproduce, modify, adapt, publish or communicate to the public your content for the purposes of our business, and the right to sub-license those rights to others or our Affiliates. You also consent to any act or omission 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, and neither the content is defamatory nor it will breach any law. We may monitor or review your content, and may make minor edits for the limited purpose of correcting spelling or any grammar errors, but we are not obliged to do so. We may also alter or remove any of your content at any time, for any reason including for operational integrity of our Services.

Intellectual Property

All intellectual property rights in this web site, design, text, graphics, applications, software, underlying source code and all other aspects belong to us and or our Affiliates.

Copyright:

All Content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Reliance, its Affiliates or its content suppliers and is protected by the appropriate Intellectual Property Laws.

Trademarks:

The trademark 'Reliance', its logo, trade mark 'Jio', its logo, and other Services Marks and logos owned by and/or licensed to Reliance and/or its Affiliates. 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 Reliance does not claim any rights over these trademarks.

Intellectual Property Claims:

Reliance, its Affiliates or its content suppliers respect the intellectual property of others. 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 with your concerns and we will try and answer your concerns.

No part of this Website including audio and video excerpts, may be reproduced, adapt, modified or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without our prior permission.

Links

The Website provides links to various websites, applications, services, for your convenience only and we have no control over the linked websites and or applications. Some of the links may be related to the websites, applications / 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 opinions 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) (in addition to this Agreement and the Privacy Policy).

Information Security

We are committed to safeguard the security and confidentiality of any information you provide to us. We understand that you accept the inherent security implications of providing information over the internet or world wide web and will 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 Agreement, please contact us immediately.

Indemnity

You agree to indemnify us, our Affiliates or and other persons involved in the creation of this Website for all damages, losses and costs (including legal costs) which arise out of or relate to your use of this Website or any acts committed by you in violation of applicable laws and this Agreement. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breach of this Agreement.

Limitation of Liability

In no event Reliance including 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 whether based on warranty, contract, tort or in any other means or action.

No waiver for breaches

If we do not act in relation to a breach of the Agreement by you, that should not be construed as a waiver of any of our rights to act in relation to that breach or any later breach by you.

Redressal of Grievance

- You may forward your request / complaints to Grievance Officer:

Name: Radha Nair

Contact: Email: grievance.officer@jio.com

Governing Law and Jurisdiction

If a dispute arises regarding these terms of use, the laws of the Republic of India will apply and shall be subject to the exclusive jurisdiction of courts in Mumbai, India.