

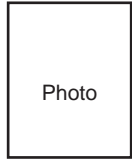
Registered Office: 10th Floor, Tower-1, Jeevan Bharati, 124, Connaught Place, New Delhi - 100 001.
 Main Circle Office: 5-9-62, Khan Lateef Khan Estate, Fateh Maidan Road, Hyderabad - 500001, Phone: 04055551010 Fax: 040-55553339

Dealer Code:

Grid Code:

IDP/PDP No:

Date:



PTB – OPERATOR APPLICATION FORM

(Please type/fill in block letters with black ink only. Please write only inside blocks provided. Please tick wherever single boxes are provided)

Package Type: Bonus IB Bonus Star IB Imperial Basic IB Privilege IB Regular Royal IB Royal Assist 22 Jackpot CCB Regular IB CCB regular CCB Add On IB CCB Add On Institutional CCB State PCO IB State PCO State PCO Add On IB State PCO Add On Zip 92 Bonus Other

PROPOSED BUSINESS DETAILS

Type of applicant: Self employed individual Proprietor Partner(s) Pvt. Ltd. Co. Public Ltd. Co. Trust / Society / Club Govt.

Name of the applicant: (Attach proof of identity) Mr./Ms./Dr. First Name _____ Middle Name _____ Last Name _____

Company Name (if relevant): _____

Date of Birth: Day _____ Month _____ Year _____ Marriage Anniversary : Day _____ Month _____ Year _____

Through (for institution): Mr./Ms./Dr. _____ Designation _____

Father's / Husband's Name: _____

Name of Nominee (In the event of death of the applicant) _____

Proposed PTB Name: _____

Permanent Address: (Attach proof of identity) City _____ Pin _____

Landmark _____ Contact No. _____

Installation Address: (Attach proof of identity) City _____ Pin _____

Landmark _____

E-mail ID: _____ Contact No.: _____

Mobile No.: _____

Is this place Owned or Rented by any of the above Self Employed Individual(s) / Proprietor / Partner(s) / Director(s) (if rented, please attach NOC from owner or rental agreement copy. If owned, Shop Act Licence Copy or Application Form to the same is to be attached)

INSTALLATION ADDRESS DETAILS (PLS. ATTACH A HAND SKETCHED MAP)

Area (in sq. ft.) < 25 > 25 25 – 75 75 – 100 150 – 300 Earthing: _____

Ceiling height (in feet) < 6 ft 6 – 8 ft 7 – 8 ft > 8 ft

OUTLET PROFILE AND BUSINESS DETAILS

Existing STD / ISD / PCO No. of lines: _____ Monthly Bill (in Rs.): _____

Line Provider: BSNL / MTNL / Reliance / Hutch / Airtel / Touchtel / Shyam / HFCL / Any other _____

New STD / ISD / PCO Residential Commercial Residential + Commercial

Kirana / General Merchant Chemist Cold Drink Shop Xerox / Fax / DTP Shop

Retail Outlet Super Market Trading / Wholeseller Snack / Refreshment Shop

Petrol Pump Restaurant Hotel/Lodge Financial Services

Hospital Travels Railways Bus Stand

Airport Defence / Cant College / Hostel PCO only

OPERATOR DECLARATION

I declare that the above information is true and correct in every respect. I have read and understood the terms and conditions appearing overleaf.

Name of Authorized Signatory _____

Customer Signature / Authorized Signatory _____ Company Seal / Stamp _____

Day _____ Month _____ Year _____ Place _____

FOR OFFICE USE ONLY

Order Details _____

Telephone No. _____

Account No. _____

Other Details Existing DEL No. _____

Payment Mode Cash Demand Draft

If payment is through Demand Draft please fill in the below details

DD No.: 1 _____

Bank: _____ Date: _____

Distributor Code: _____

Sales Code: _____

Date of Activation/entry: Day _____ Month _____ Year _____

Time of Activation _____

Entered by _____ Checked by _____ Time _____

FOR PTB USE

Access Type: Wireless Wireline PDP/DP No. _____

For Bonus and Fortune packages only

Equipment Schlumberger Linkwell Pepteller Parsec Other: _____

#	Package Type	No. of Lines	Amount	Total
1	Bonus			
2	IB Bonus			
3	Star			
4	IB Imperial			
5	Basic			
6	IB Privilege			
7	IB Regular			
8	Royal			
9	IB Royal			
10	Assist 22			
11	Jackpot			
12	CCB Regular			
13	IB CCB regular			
14	CCB Add On			
15	IB CCB Add On			
16	Institutional CCB			
17	State PCO			
18	IB State PCO			
19	State PCO Add On			
20	IB State PCO Add On			
21	Zip			
22	92 Bonus			
23	Other			

Booth Type: Capsule Wallmount Triad Baby Booth Pedestal Other (Please specify _____)

Glowsign: 4' x 2' 3' x 2' Radium Fluteboard Triangular Others _____ Wall painting

Shelter / Printer Security Box for IB Yes No

This is only an application form. Mere application does not ensure appointment as TTSL PTB operator. The appointment of the operators is at the sole discretion of TTSL.

Name & Signature of DSE & Code: _____

Name & Signature of PTB Sales: _____

Name & Signature of Location Head: _____

(Only for IB – as per discretion)

TERMS AND CONDITIONS

These Terms and Conditions form an integral part of the accompanying Operator Application Form ("OAF") and govern the provision of the Services (as defined hereunder) by Tata Teleservices Limited (TTL) and/or any Designated Service Provider, pursuant to the said OAF.

1. Definitions

- "Charges" includes all fees, call charges/tariffs, deposits, rentals and interconnection costs chargeable by TTL from time to time for providing the Operator with the Services and shall include all Government taxes & levies (present and future).
- "Customer" shall mean the individuals or other entities who utilize the telecommunication services made available to general public by the Operator.
- "Operator" shall mean the individual or entity who or which has applied for provision of the Services vide the accompanying OAF.
- "Designated Service Provider" shall mean any individual or legal entity designated by TTL to provide the Services (or any of them) or to discharge TTL's obligations hereunder or to exercise TTL's rights hereunder and shall include the successors and permitted assigns of such individual or legal entity to the extent permitted under License.
- "DoT" means Department of Telecommunications, Ministry of Communications, Government of India and includes its successors-in-interest.
- "Equipment" shall include any phone instrument, subscriber terminal, network interface unit (NIU)/Fixed Wireless Terminal, STD/PCO monitor cum bill printer, booth display, battery back-up and any attachments/accessories, (or any of them) necessary for connecting to the Network in order to avail of the Services.
- "Government" shall mean Government of India and/or a State Government, any local authority, Cantonment Board, Telecom Regulatory Authority of India, courts of law or other judicial/quasi-judicial forums, as the case may be, and shall include their successors-in-interest.
- "License" shall mean the license granted by DoT to install and operate the Services (or any of them).
- "Manual" shall mean the operational manual, issued by or on behalf of TTL (and which shall always remain the property of TTL) for use by TTL and the Operator, which shall set forth information, rules and regulations, guidelines issued/framed by TTL pertaining to various aspects of provision of services by Operator to general public.
- "Network" shall mean the communication network, other equipment/software used by TTL to provide the Services and shall include telephone exchanges, base stations, microwave and land-line links.
- "Other Services" means any services provided by TTL and/or Wireless. TT Info Services Limited (WTISL), which are additional to the Services including but not limited to content and data services, billing and collection.
- "Services" shall mean all the telecommunication services and other value added services made available by TTL via the connection provided to the Operator through its Network, including voice communication services, SMS and any Other Services.
- "Service Area" shall mean the geographical area within which TTL is licensed to offer the Service under License.
- "TTL" shall mean Tata Teleservices Limited and shall be deemed to include (a) any individuals/legal entities designated by Tata Teleservices Limited to provide Services (or any of them) or to discharge Tata Teleservices Limited's obligations hereunder and/or exercise Tata Teleservices Limited's rights pursuant to these Terms and Conditions and (b) successors-in-interest and assigns of Tata Teleservices Limited and/or of the above-referred individuals/legal entities.
- Prepaid Monthly Recharge Voucher shall mean a service provided by TTL from time to time with regard to operation and maintenance of the Network and provision of the Services. TTL reserves the right to accept or reject, at its discretion, the Operator's application for provision of Services made vide the accompanying OAF. TTL shall orally communicate to the Operator, acceptance of the said application.
- "Discount" shall mean the discounted pulse rate offered to the Operators by TTL or its Distributors for procuring the Recharge Vouchers so as to make the Services available to the general public.
- "Recharge Voucher" shall mean any Voucher/Slip/Card containing a concealed PIN Number, which shall be purchased by the Operator from TTL or its authorised agents for accessing the Services. This may be called by various names like Recharge Coupon, Refill Coupon, Recharge Card, Refill Slip etc. It shall primarily be a coupon distributed by TTL through its Distributors under the Prepaid Model, which will be preprogrammed for a specific value of money for which the Operator can allow calls to be made by the Customers.

2. Provision of Services

TTL will make best efforts to provide to the Operator the Services within the Service Area subject to (a) these Terms and Conditions, (b) provisions of the License, (c) any directions or orders issued by DoT or Government and (d) any policies and/or rules/regulations issued by TTL from time to time with regard to operation and maintenance of the Network and provision of the Services. TTL reserves the right to accept or reject, at its discretion, the Operator's application for provision of Services made vide the accompanying OAF. TTL shall orally communicate to the Operator, acceptance of the said application.

3. Rights and Obligations of TTL

- The availability, accuracy and quality of the Services may be affected by factors outside TTL's control including but not limited to physical obstructions, availability or performance of Network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in other telecommunication networks to which the Network is connected, non-receipt or delay in receipt of suitable right of way and damage or modifications to Equipment.
- The Services may be suspended in whole or in part at any time, without notice, if the Network fails or requires modification or maintenance. TTL will make all reasonable efforts to minimize the frequency and duration of such events.
- The allotment of the phone number will be made, and can be changed from time to time, by TTL at its sole discretion. Operator shall have no proprietary right or other interest in the number allotted to the Operator. TTL will not be liable to provide the same number in case of loss of Equipment.
- TTL has the sole right and discretion to revise the Charges at any time on reasonable notice to the Operator, delivered in such manner as TTL deems fit.
- TTL reserves the right to apply a credit limit and specify other conditions for Charges incurred by the Operator and to demand interim or advance payment or deposits/additional deposits, and to suspend or disconnect access to the Services if such limits are exceeded or such conditions are violated.
- TTL has the right to check the credentials of the Operator including the Operator's financial standing and to avail the services of any person or agency for such purposes. Obligation of TTL to provide the Services (or any of them) shall always be subject to verification of the Operator's credentials and documents and if at any time, any information and/or documents furnished by the Operator is/are found incorrect or incomplete or suspicious, TTL shall be entitled to suspend/terminate the Services forthwith without any further notice.
- TTL reserves the right to initiate appropriate legal proceedings in case of breach of any of these Terms and Conditions by the Operator (including non-payment of Charges and dishonor of payment instruments furnished by the Operator).
- Any waiver, concession or extra time allowed or granted by TTL to the Operator is limited to the specific circumstance in which it was given and the same shall not affect TTL's rights under these Terms and Conditions.
- TTL may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Service in whole or in part at any time if so directed by any statutory authority or judicial forum or without assigning any reason whatsoever.
- To the extent permitted under License, TTL shall be entitled to designate a third party for discharging TTL's obligations (or any of them) and/or for exercising TTL's rights (or any of them) arising pursuant to these Terms and Conditions. TTL shall also be entitled to assign its rights and/or obligations hereunder (or any of them) to a third party at any time without being liable to obtain any consent from or to give any notice to the Operator.
- TTL reserves the right to amend these Terms and Conditions (or any of them) and/or to separately specify additional conditions from time to time at its sole discretion without providing any notice to the Operator.
- Any and all information (including that pertaining to the Operator or his business) provided by the Operator to TTL or gathered by TTL independently of the Operator may be disclosed by TTL to any statutory authority or any other entity/individual whether or not TTL provides the Services to the Operator.
- TTL shall be entitled to adjust/set-off deposits/payments made by the Operator against any Charges outstanding towards TTL.
- TTL has signed/is required to sign reciprocal agreements with other telecom service providers according to which TTL would not provide new connection to any person who is in arrears with any other service provider and whose line has been suspended by such other service provider. If such person is already a Operator of TTL, TTL upon request by such other service provider, would be required to terminate provision of Services to such Operator even though such Operator has been paying TTL's Charges regularly and has been otherwise in compliance with the provisions of these Terms and Conditions. TTL, however, will not be liable for any costs, damages or losses in case of termination/de-activation of Services as aforesaid.
- The Operator is provided a personal non-transferable license to use the software loaded on the Equipment used to be used for availing the Services. The license shall be royalty free unless otherwise specified by TTL and shall be revocable at TTL's sole discretion in case, in the judgment or opinion of TTL, the Operator attempts to or actually does modify, decompile, disassemble, reverse engineer, erase, decode or otherwise alter the software or in case the Operator commits a breach of any of these terms and conditions.
- TTL shall have the right to specify the manner in which the Operator shall conduct its/his/her business, to specify the records that the Operator should maintain and to enter into the premises at which the Equipment is installed/situated and inspect/audit the layout of the premises (including through authorized representatives), the Equipment and the records maintained by the Operator. In case any inspection or audit reveals any under-payment or non-payment of dues or costs by the Operator to TTL, then the Operator shall be liable to pay to TTL the expenses incurred by TTL and/or its authorized representatives in the conduct of such visit/inspection/audit.

4. Prepaid Tariff Plan and Recharge Vouchers

- The Operator shall purchase a Recharge Voucher and activate the Voucher by following the directions contained therein (this process is referred to in these Terms and Conditions as "Recharging").
- The validity period, denomination, talk time value, grace period and other Terms and Conditions mentioned on the Recharge Voucher shall be binding on the Operator.
- The validity period of Recharge Vouchers will be counted from the date of Recharging of the Operator's account.
- The Operator shall be able to utilize the Recharge Voucher only to the extent of talk time mentioned therein, within the validity period.
- TTL may, without notice, bar incoming and outgoing calls either on the expiry of the talk time value or validity period whichever is earlier.
- In case the Operator does not recharge before the expiry of grace period as specified from time to time, TTL reserves the right to terminate the Services (or any of them) and withdraw the telephone number allotted to the Operator without any notice. Further, TTL reserves the right to levy charges for re-activation of the Operator's account in such cases.
- TTL reserves the right to refuse to activate one / more Recharge Vouchers purchased by the Operator at its discretion.
- The Recharge Voucher once purchased cannot be returned and no refund of the residual talk time value shall be made under any circumstances by TTL.
- The adjustment of the talk time value of the Recharge Voucher for the usage shall be on the basis of the Prepaid Tariff Plan chosen by the Operator and/or as prevailing at the time of usage as announced by TTL from time to time.
- TTL reserves the right to change the tariff, terms and conditions, validity of Recharge Vouchers and the grace period at its sole discretion and without any notice.
- The terms and conditions of the prepaid tariff plan pursuant to which Services are provided to the Operator and amendments or replacements/substitutions to such plan as published by TTL from time to time shall form an integral part of these Terms and Conditions.
- No bills shall be issued by TTL for usage of TTL's prepaid Service. In such cases, details of calls made by the Operator shall not be made available by TTL. However, TTL would, on a best efforts basis, ensure that the Operator is able to know details of last few calls made by calling TTL customer care. Operators may also be provided the facility to know the available credit balance/talk time by calling an interactive voice response system if and when available. TTL shall be at liberty to charge for such services, upon a written notice of not less than 7 days. The details of calls/credit balance/talk time as advised by TTL as aforesaid shall be final and binding on the Operator and shall not be questioned by the Operator on any ground whatsoever.
- One or more of the Services/value added services/Other Services / features may not be made available by TTL under prepaid tariff plans.
- Any increase in existing levies/taxes or any new levy /tax introduced for these Services shall be automatically adjusted from the talk time value from the date of increase/introduction of levy/tax without any notice to the Operator.

5. Obligations of the Operator

- Payments of Charges may be made by cash, credit card, crossed cheque, crossed demand draft, debits in the Recharge Voucher or any other mode specified by TTL from time to time. Payments made by cheque are valid subject to realisation. TTL shall not be liable for loss of cash or payment instrument unless TTL has issued a receipt for the same to the Operator.
- The Operator shall be liable to pay penal charges/fees as may be specified by TTL in case of dishonour of any payment instrument furnished by the Operator besides legal action;
- The Operator shall be liable to pay all Charges for the Services provided to the Operator as billed or specified by TTL whether the Services have been used by the Operator or by anyone else from the Operator's phone/phone connection, with or without the knowledge of the Operator;
- In the event of any dispute regarding the Charges, the Operator shall be liable to pay Charges as billed/specified by TTL pending resolution of such dispute;
- The Operator shall be liable to pay and/or bear all the costs for collection of dues, legal expenses, etc. with interest, in case of failure on Operator's part to hand-over the Equipment to TTL upon termination of Services or in case of loss of or damage to Equipment, should it be necessary to refer the matter to a collection agency/legal advisor/representative of TTL;
- The Operator shall be liable to bear all taxes, duties or levies payable in addition to the Charges, including those levied/leviable on this Operator Application Form/Terms and Conditions.
- The Operator shall be liable to pay all Charges for the Services provided to the Operator as billed or specified by TTL and as outstanding at the time of disconnection including charges for any loss caused to the Equipment. These charges will be recovered from the Operator or adjusted from any credit balances of the Operator available with TTL.
- The Operator shall not use or cause or allow others to use the Services for any improper, immoral or unlawful purpose including in any manner which may jeopardise, affect or impair the operation of the Network and/or provision of the

Services or cause public or private nuisance or for any activity which is detrimental to the national interest.

- The Operator shall use only the Equipment approved for use with the Network by DoT, Government and/or TTL. The Operator shall not without the prior written consent of TTL, install or attach any attachments to the Equipment used to be used for availing the Services. The Operator shall not use the Equipment belonging to TTL except for the purposes of availing the Services.
 - The Operator shall comply with all applicable laws, rules and regulations, any instructions issued by the Government, DoT or TTL, concerning the Operator's use of the Services and procurement of the Equipment including but not limited to relevant tax laws and import control regulations.
 - The Operator shall inform TTL immediately and confirm the same in writing if the Equipment is lost, stolen or damaged. Notwithstanding the preceding sentence, the Operator shall remain liable for all Charges incurred until the Services provided via the Equipment are de-activated. In such event, the Operator shall also be liable to make good the loss suffered by TTL as a result of loss, theft or damage to the Equipment.
 - The Operator shall for all times to come, keep strictly confidential all information, data, details, manual(s) and all other documents which he/ she/ it may receive or acquire in the course of discharge of obligations hereunder. However, notwithstanding the above, the Operator shall furnish correct and complete information and documents as required by TTL from time to time.
 - The Operator shall remain liable for the Charges pertaining to the period of provision and suspension of Services and thereafter until payment in full is made.
 - The Operator shall inform TTL, in writing, of any changes in the billing address. Any written communication, bill, billing statement or notice issued by or on behalf of TTL to the Operator will be deemed as served within 48 hours of posting by ordinary mail.
 - The Operator shall not assign any right or interest in the Services provided under these Terms and Conditions without TTL's prior written consent.
 - The Operator shall follow the processes specified by TTL from time to time with regard to the Services.
 - The Operator shall inform TTL in writing about any deficiency in Service within 7 days of occurrence of the said deficiency. TTL shall, upon receipt of complete information about such deficiency, endeavour to get the deficiency rectified.
 - The Operator shall permit TTL and/or its authorised representatives to enter into and remain upon Operator's premises to install, activate, repair, de-install and recover the Equipment used to be used for availing the Services and the Operator shall obtain at no cost to TTL, appropriate approvals and consents from third parties wherever necessary for the foregoing purposes.
 - The Operator shall hand over to TTL possession of Equipment belonging to TTL which is/was delivered at the Operator's premises at any point of time, consequent to termination/disconnection of Services.
 - The Operator shall ensure that the Equipment used for availing the Services is not moved or shifted from the premises of installation except with the prior written consent of and after complying with the conditions specified by TTL.
 - The Operator should, if necessary, provide power supply for the functioning of the Equipment. The safekeeping and protection of Equipment shall be the Operator's responsibility.
 - The layout design and interiors of the premises at which the Equipment is installed shall be done by the Operator at his/her/their cost as per the guidelines laid down by TTL from time to time. The Operator shall not effect any change in the said premises or shift the operations to any other premises without the prior written approval of TTL.
 - The Operator shall at its sole costs, ensure availability of requisite infrastructure, manpower and adequate financial resources at all times so as to fulfill the obligations set forth herein and any other obligations that TTL may specify from time to time.
 - The Operator shall promote the Services provided to the general public via the Equipment and offer the Services sincerely, diligently and faithfully. The Operator shall co-operate with officials of TTL and its distributors/agents to achieve the above purpose.
 - The Operator shall not store in the premises in which the Equipment is situated, any hazardous/highly inflammable material such as petrol, fire crackers etc.
 - The Operator shall make good any damage caused to TTL due to negligence/mishandling of the Equipment by himself or his/her/their employees.
 - The Operator shall pay TTL for upkeep of the Equipment during the period after completion of one (1) year from the date on which the Equipment is installed in the Operator's premises pursuant hereto. The Operator shall strictly comply with this provision unless otherwise advised by TTL. The amount of such payments for upkeep of the Equipment will be advised by TTL from time to time and will be reviewed at the end of each financial year.
 - The accompanying OAF and these Terms and Conditions do not constitute the Operator as a servant, employee, partner or joint venture constituent, or an agent of TTL. The Operator shall have no authority to bind TTL in any respect whatsoever and the Operator shall not hold himself as owned by or associated with TTL other than as an independent and self employed Operator, permitted to market the public telecommunication services of TTL. None of the employees of the Operator, nor the Operator himself, shall be construed or deemed to be employee(s) of TTL.
 - The Operator shall report to TTL periodically, details of any complaints either from the Customers or other members of general public and shall not directly deal with/negotiate/promise to do anything to the Customer or anyone in relation to the provision of Services.
 - The Operator understands that TTL cannot and does not guarantee the success of the business of provision of the Services or the quantum of profit that can be generated therefrom at any time, and that normal business risks associated with any enterprise are involved in engaging in such business.
 - The Operator shall not recover charges from the Customer which exceed the tariff prescribed by TTL from time to time in respect of the Services.
 - The Operator shall maintain at the premises in which the Equipment is situated, an accurate record and account of all transactions of the business carried out by it/ him/ her under these Terms and Conditions.
 - The Operator shall procure Recharge Vouchers for its operational purpose at the costs/rates as may be specified by TTL or as may be revised from time to time.
 - The Operator shall be solely responsible for the Equipment placed at the premises of the Operator. The Operator shall compensate TTL in the event of loss or damage to the properties of TTL.
 - The Operator shall provide security deposits, additional security deposits, as and when required within seven (7) days of TTL requiring the same in such sum as TTL may determine in its sole discretion which shall not carry any interest and which shall be refundable after making such deductions, if any, as may be deemed reasonable by TTL in respect of any amounts payable by the Operator.
 - The Operator shall be responsible and liable for all frauds perpetrated in his/her/its operations, and any claims, demands, made against TTL and all losses, damages, costs, charges and expenses suffered by TTL on account of any fraud, non performance or breach of trust or violation or non-compliance or negligence or default committed by or on behalf of the Operator.
 - Any amounts due from the Operator to TTL may, at any time and from time to time, be recovered by TTL by setting-off/adjusting the same against the credit balances maintained by the Operator via Recharge Vouchers and/or any amounts deposited by the Operator with TTL or its agents.
- ### 6. Validity
- Any disputes, differences and legal proceedings arising or initiated in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts situated in the city/town, where the main Circle Office of TTL is situated in the Service Area.
 - Should any provision of these Terms and Conditions be or become ineffective or be held to be invalid, this shall not affect the validity of the remaining provisions. Any invalid provision in these Terms and Conditions shall be replaced, interpreted or supplemented (as the case may be) by TTL in such a manner that the intended economic purpose of these Terms and Conditions will be achieved.
 - These Terms and Conditions supersede all understandings or prior agreements, whether oral or written and all representations or other communications regarding the Services.
 - These Terms and Conditions are subject to the provisions of Indian Telegraph Act, 1885, Telecom Regulatory Authority of India Act, 1997, the rules and regulations framed thereunder and other statutes, regulations and rules as prevailing and applicable from time to time besides any directions/orders from any courts, tribunals and/or statutory authorities.
- ### 7. Limitation of liability
- TTL does not guarantee uninterrupted or fault-free working of the Network or the Services or Equipment or software and shall not be liable to the Operator or to any user or other person for injuries or damages or death resulting from operation of the Network/Services/Equipment/software arising due to any events (including but not limited to fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of government authorities, and causes originating in the facilities or operations of other telecom or allied service providers).
 - TTL makes no representation or warranty other than those specifically set forth in these Terms and Conditions. TTL expressly disclaims all warranties, express or implied, including but not limited to any implied warranty as to merchantability or fitness for a particular purpose.
 - TTL shall not be liable to the Operator or Customer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the Equipment or Services.
 - Notwithstanding the generality of 7(b) above, TTL expressly excludes liability for itself and for its directors and its employees for direct or indirect consequential loss, damage, economic or otherwise, including loss of profits and loss of reputation even if advised of the possibility thereof. TTL expressly excludes liability for libel and/or slander arising out of a message or content received or sent by the Operator or Customer via the Network.
 - TTL may at its discretion, send to the Operator via the Equipment various information for the Operator and/or Customer using electronic media or otherwise.
 - In the event that any exclusion contained in these Terms and Conditions shall be held to be invalid for any reason, and TTL becomes liable for loss or damage that it may otherwise not have been liable for, such liability shall be limited to refund of any deposits furnished by the Operator after adjusting the Charges and other amounts due by the Operator.
- ### 8. Suspension/Disconnection/Termination
- Notwithstanding anything contained herein, TTL shall be entitled to suspend/disconnect/terminate the Services if:
 - The Government or the Authority either suspends, terminates or takes over the License or the Services temporarily or otherwise.
 - At any time the Operator fails to satisfy the requisite credit checks or provides incorrect or misleading information to TTL (whether or not with a fraudulent intent).
 - The Operator fails to pay Charges due.
 - The Operator is in breach of any other provision of these Terms and Conditions.
 - The Operator fails to meet the business performance parameters prescribed by TTL from time to time.
 - The Operator stops carrying on business for a period of two or more consecutive business days without TTL's prior written consent or permission;
 - The Operator may request TTL to disconnect the telephone connection to the Equipment provided pursuant to the accompanying OAF by giving a prior notice of not less than 60 days to that effect; provided that this right shall not be available to the Operator for a period of 1 year starting from the date on which the Equipment is first installed at the Operator's premises.
 - The Services may also be terminated at the option of either party, on the happening of the following events:
 - The provision of Services (or any of them) to the Operator adversely affects the Network or Equipment of TTL or the provision of Services to other customers or if any approvals/consents/permits which are necessary for facilitating provision of the Services to the Operator are revoked, discontinued or suspended.
 - If either party is declared insolvent, bankrupt or is liquidated or dissolved.
 - If a Trustee or receiver is appointed to take over the assets of either party.
 - If the Government or Authority requires any of these Terms and Conditions to be revised in such a way as to cause significant adverse consequences to either party.
 - Termination of Services pursuant to any provisions set forth herein shall be without prejudice to, and in addition to any right or remedy available to TTL under any applicable law or statute.
 - In the event of termination of Services for any reason whatsoever, TTL shall be entitled to recover from the Operator, all outstanding Charges and dues as well as the Equipment and other accessories provided by TTL.
 - Any reconnection of Services shall be done at the sole discretion of TTL and upon payment of charges as specified by TTL.
- ### 9. Others
- TTL reserves the right to provide any other accessory/material/equipment to the Operator based on its assessment of the business requirement.
 - Operator shall have the option to approach TTL with an offer for sale of any equipment purchased by the Operator for undertaking the business (whether or not procured from TTL) on terms and conditions to be mutually agreed.
 - Signing and delivery of the OAF hereof does not entitle the Operator to any rights, interest or licences whatsoever to any intellectual property rights (IPRs) of TTL (including in the "Tata" or "Tata Indicom" name/marks/logos or their derivative/extension names/marks/logos). The Operator shall separately approach TTL if it wishes to use any IPRs of TTL and TTL may grant appropriate licences to the Operator to use the IPRs upon such conditions as it deems fit or may refuse to grant such licences at its sole discretion.

Signature of Operator