

## Terms and Conditions for JioID

### **1. GENERAL:**

- 1.1 This 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**” or “**us**”).
- 1.2 Your (“**you**”, “**your**” or “**User**”) use of the Application is subject to these terms and conditions (“**Application T&C**”).
- 1.3 Through this Application, you can avail the following services: (i) verification of the identity of a User on the basis of the on-boarding information furnished by such User to the Company and maintained in accordance with the Application T&C (“**Identity Verification Services**”); and (ii) authentication of any electronic record by a User on the basis of the on-boarding information furnished by such User to the Company and maintained in accordance with the Application T&C (“**Authentication Services**”) (collectively “**Services**”).
- 1.4 Your use of the Application on any hand-held device (“**Device**”) requires that you agree to these Application T&C and the **Privacy Policy for JioID** (“**Privacy Policy**”).
- 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 terms and conditions 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 The Terms 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.

### **2 SCOPE**

- 2.1 JioID product enabling you to avail Services is offered on a tiered basis. These Application T&C govern the use of JioID on both these levels (hereinafter “**Level 1**” and “**Level 2**”). Please note that you may be required to visit a service center to upgrade your JioID to Level 2.
- 2.2 You may be required to re-visit the service center to keep your JioID at Level 2 from time to time.
- 2.3 You acknowledge and agree that the Application and Services contemplated in the Application T&C, including but not limited to certificates issued thereunder, are for proof of demonstration purposes only and valid for such period as may be solely determined by the Company (“**POD**”) and are not to be construed as “digital signature” or “electronic signature” within the meaning of the IT Act.
- 2.4 The Company shall have the right to modify the Application T&C upon completion of POD and may require you to re-sign and/or re-perform the activities, including the on-boarding process, stipulated herein-below.
- 2.5 The Company does not guarantee the suitability, availability and reliability of the Services during the period of POD and the ability to continue use of Services and/or any data generated during the POD beyond the period of the completion of POD.

### **3 USE OF JIOID:**

- 3.1 During the on-boarding process, the Company collects personal information that you may submit, including: (i) mobile phone number; (ii) a government approved identity proof, including proof of possession of Aadhaar number (together with the name, date of birth, gender, address, QR-code, identification number and photo contained therein); (iii) biometric information, such as your facial image and voice via video; (iv) location data; and (v) Device information. This information is used to guarantee your identity when you avail Services, including when implementing fraud detection measures and for proper functioning of the Services and the Application. You are solely liable and responsible for the information you provide during on-boarding process. The Company will solely rely on the information provided by you and will not be liable in any manner whatsoever for any inaccuracies in the information submitted by you. You agree and consent to the Company collecting, using, storing and processing the above stated information, in accordance with the Privacy Policy.
- 3.2 You acknowledge and agree that the on-boarding process enables the Application in recognizing the Device you use, including Device information such as the MSISDN number, the operation system used and MAC number, as the case may be.

- 3.3 You can avail Services through an account created by you on the Application pursuant to the on-boarding process (“**JioID Account**”). You will be prompted to create personal identification numbers (“**PINs**”) which will enable you to access your electronic certificates that will be used to identify you in e-services of third-parties (“**Relying Parties**”).
- 3.4 The User acknowledges and agrees that the end-use of the Identity Verification Services and the Authentication Services shall be determined by the relevant Relying Parties utilizing such Identity Verification Services and Authentication Services, as the case may be, and the Company shall not be responsible, in any manner whatsoever, for any and all matters relating to the end-use of Identity Verification Services and the Authentication Services, as the case may be, including any services, amenities or facilities provided by any such Relying Party to the User in reliance thereof.
- 3.5 You are solely liable and responsible for maintaining the secrecy and confidentiality of your PINs. The Company will not be liable or responsible in any manner whatsoever for unauthorized use of your PINs.
- 3.6 You acknowledge that by entering PINs in e-services offered by Relying Parties, You: (i) verify that you have initiated a session, agree with it and that you are responsible for its consequences; and (ii) allow your certificates to be sent to the Relying Party.
- 3.7 You hereby acknowledge and agree that in case you lose control over your Device or PINs, you will immediately contact the Company and de-activate your JioID Account.
- 3.8 You acknowledge and agree that the Services provided by us are effected through use of an asymmetric crypto system (i.e., a system with an encryption and decryption key).
- 3.9 You acknowledge and agree that we have the right to retain any earlier data submissions made by you, including any personal information provided by you, in the case of your updating or correcting such data or information, upgrading your Account, changing Device or PINs or if, in our opinion, such data or information is necessary for the purposes of the Services, including to identify you and/or establish and maintain a system trail and/or audit trail of your usage of the Application for fraud detection purposes.

#### **4 LICENSE FOR THE USE OF APPLICATION:**

- 4.1 The Company grants you a limited, revocable, non-exclusive, non-transferable, worldwide license to download, install and use the Application solely for personal, non-commercial purposes strictly in accordance with Application T&C.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 You shall not tamper with or in any manner misuse the Device, Application and Services, including but not limited to rooting attempts, reverse-engineering, unlocking or jail-breaking of the Device or original firmware(s) or software(s) of the Device.
- 4.6 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 any of its Services.
- 4.7 You may not use the Services and/or Application if (i) you have been convicted of any 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.

#### **5 INTELLECTUAL PROPERTY RIGHTS:**

- 5.1 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.

#### **6 LIMITATION OF LIABILITY:**

- 6.1 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.

- 6.2 YOU SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING YOUR DEVICE, PINS AND ANCILLARY SERVICES (INCLUDING THE PAYMENT OF ANY ADDITIONAL FEES THEREFOR) REQUIRED TO CONNECT TO, ACCESS OR OTHERWISE USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, INTERNET AND TELEPHONE SERVICE. YOU WILL ALSO BE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY AND SECURITY OF THE DEVICE AND PINS AT ALL TIMES.
- 6.3 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.
- 6.4 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.
- 6.5 THE COMPANY IS NOT LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR THE RELYING PARTY SERVICES OR IT'S USE THEREOF BY ANY USER.
- 6.6 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.
- 6.7 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.

## **7 LINKS TO THIRD PARTY SITES AND APPLICATIONS:**

- 7.1 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.

- 7.2 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.
- 7.3 You acknowledge and agree that the use of any Linked Sites is governed by their respective terms.
- 7.4 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.
- 7.5 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.

## **8 CONFIDENTIALITY**

- 8.1 In the course of your use of the Application and Services during the POD, 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.
- 8.2 You may not share or divulge Information to any third party, without the prior written consent of the Company.

## **9 TERMINATION (TEMPORARY AND PERMANENT DISABLEMENT):**

- 9.1 Unless otherwise provided in Application T&C, the Services offered to you may be terminated by the Company without assigning any reasons at any time at the sole discretion of the Company. Upon termination, you shall not have the right to use or access the Application.
- 9.2 The Company shall have the right to revoke your certificates without assigning any reasons at any time at its sole discretion.

## **10 MODIFICATIONS AND UPDATES:**

- 10.1 The Company reserves the right to change the Application T&C under which the Services are offered, including but not limited to the 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.
- 10.2 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.
- 10.3 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.

## **11 GOVERNING LAW AND DISPUTE RESOLUTION:**

- 11.1 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 FORCE MAJEURE:**

- 12.1 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, 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.

## **13 SEVERABILITY:**

- 13.1 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.

**14 CONTACT DETAILS:**

14.1 Address: Office -101, Saffron Nr. Centre Point, Panchwati 5 Rasta, Ambawadi Ahmedabad Gujarat 380006 IN  
Email: [joidcare@jio.com](mailto:joidcare@jio.com).