

## **Terms & Conditions**

1. The information provided to customer based on customer's usage of location based services of CellOne or Excel from BSNL is for general guidance on matters and application of customer interest only. The usage and application of information obtained can vary widely based on the specific data involved. Given the dynamic and changing nature of data and the various independent agencies from which BSNL sources the content and the inherent hazards of map inaccuracies, changes in location of the point of interest, there may be delays, some minor inaccuracies in information provided to the subscriber from usage of the location based services provided by BSNL CellOne and Excel.
2. The customer hereby agrees, represents and warrants that he/she/it/they shall use the Location Based Services (LBS), solely for his/her/its/their personal use and lawful purpose and the same shall not be used for any other commercial 'or' monetary purposes having commercial bearing of any nature in any circumstances whatsoever, it may be.
3. While BSNL have made every attempt to ensure that the information provided by the service has been obtained from reliable sources, BSNL is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information from usage of this services is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. In no event will BSNL, its related partnerships or corporations, or the partners, agents or employees thereof are liable to the subscriber or anyone else for any decision made or action taken in reliance on the information provided by the location based services of BSNL or for any consequential, special or similar damages. Any such liability is herewith, to the fullest extent allowed under the law, excluded.
4. By subscribing to and or using a Location Based Services (LBS), customer hereby consents and permits BSNL to gather, collect LBS information. BSNL does not guarantee the accuracy or completeness of any LBS. LBS services could be interrupted or disrupted due to atmospheric conditions, inaccurate and incorrect data, etc. BSNL shall not be responsible in this regard in any circumstances whatsoever it may be.
5. The customer by using the LBS hereby accepts and undertakes that he/she/it/they shall accept that the information related to its/his/her/them shall be used by BSNL and its any related partner/service providers, agencies, employees, etc. or all other third parties involved in such services. BSNL and its partner, etc. receive data in order to provide them/him/her the said services and use the same exclusively for the purpose of rendering LBS. BSNL reserves right to transfer any information related to customer of LBS to its said partners/parties involved in providing these LBS.
6. The customer hereby agrees to protect, defend, indemnify and hold harmless to BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal cost and disbursement) arising from or relating to (i) any breach of terms & conditions of this agreement by customer 'or' (ii) any claim made by any third party arising out of the unauthorized use of services by the customer or otherwise.