

MTNL MUMBAI FREE EMAIL SERVICES

Terms and Conditions

Welcome to MTNL Mumbai Email services. MTNL Mumbai provides e-mail services pursuant to the terms and conditions set forth below. By using MTNL Mumbai Email services, you are agreeing that you are legally competent and eligible to enter into this Agreement in accordance with the applicable laws and to use the Services in a manner consistent with the terms and conditions of this Agreement, Privacy Policy and with all applicable laws and regulations.

1. MTNL Mumbai provides Email services free of cost on a complimentary basis, only to MTNL Mumbai Customers, who are using various Internet access services provided by MTNL.
2. No. of free Email accounts depends on the plan of the service availed.
3. MTNL Mumbai Email service account is associated with the Internet service plan subscribed by the customer, and Email account will also be terminated if subscription to Internet service is terminated by the customer.
4. Mail Storage: The Service includes a maximum of 100 MB of free e-mail storage per Email Account. Further, any individual e-mail message larger than 20 megabytes may or may not be processed. All MTNL Mumbai Email users are advised to download all mails, contacts, files, folders to their local Computer storage regularly by using Email client software such as Microsoft Outlook, Mozilla Thunderbird etc.. You agree that MTNL Mumbai will not be responsible for any data loss arising out of any unforeseen incident such as software corruption or storage hardware failure etc.
5. You agree that MTNL Mumbai may establish limits concerning use of the Services offered on MTNL Mumbai Web Site, including without limitation the maximum number of days that e-mail messages will be retained by the Services, the maximum number of e-mail messages that may be sent from or received by an account on the Services, the maximum size of an e-mail message that may be sent from or received by an account on the Services, the maximum disk space that will be allotted on MTNL Mumbai servers on

- your behalf, and the maximum number of times and duration you may access any Services in a given period of time.
6. You agree that the size of the mailbox can grow to 100MB over a period of time. MTNL Mumbai reserves the right to limit the rate of growth of the mailbox to a reasonable limit at its own discretion and without prior notice.
 7. You agree that MTNL Mumbai has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by the Services.
 8. MTNL Mumbai makes no warranty that Free Email services will be uninterrupted, timely secure or error-free.
 9. Modification of Terms of Service: MTNL Mumbai may change the terms and conditions of the Service upon which MTNL Mumbai will notify you of the changes. MTNL Mumbai may at its sole discretion from time to time offer you variety of features and facilities for the service. MTNL Mumbai however reserves its right to discontinue to offer such features and facilities for the service at anytime without prior notice.
 10. Subscriber Conduct: SPAMMING IS PROHIBITED. Spamming includes the transmission of any form of mail that can be interpreted as junk mail or mail generated via a distribution list which the recipient has not specifically requested. MTNL Mumbai will immediately terminate the service/ any email account, which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. You agree you are solely responsible for your content and you acknowledge MTNL Mumbai Email service acts as a passive conduit for the distribution and transmission of your data.
 11. You represent and warrant the content you provide to MTNL Mumbai Email
 - a. does not infringe on any third party's intellectual property or proprietary rights or rights of publicity or privacy;
 - b. does not violate any law, statute, ordinance or regulation;
 - c. is not defamatory, trade libelous, pornographic or obscene; or
 - d. does not contain viruses or other similar harmful or deleterious programming routines. If you violate this provision you will be penalised

up to and including termination of your rights to use the service and any other remedies available to MTNL Mumbai by law.

12. **Registration Data:** In consideration for the Service, you agree to provide MTNL Mumbai current, complete, and accurate registration information (the "Registration Data") as prompted to do by the Service and to maintain and update this information as required to keep it current, complete and accurate. You understand the Free MTNL Mumbai Email Service is advertising supported.
13. **Privacy:** MTNL Mumbai will not intentionally monitor or disclose any private e-mail message or address information unless required by law, enforcement agencies, regulation or court order. You agree to respect the privacy and confidentiality of others.
14. **Personal Use & Security:** You acknowledge your right to use the Service is personal to you. You agree not to resell or make any commercial use of the Service without the express consent of MTNL Mumbai. You are entirely responsible for not maintaining the confidentiality of your password and account. You shall be fully liable for all use of your account, including any unauthorized use of your account by any third-party.
15. **Indemnification:** You agree to defend, indemnify and hold harmless MTNL Mumbai Email service and MTNL Mumbai, its employees, directors, officers, agents and their successors and assigns from and against any and all liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the use of your account, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.
16. MTNL Mumbai shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.
17. You agree and undertake that you shall not to host, post, upload, display, modify, publish, transmit, update or share any information content/material that is:

- a. belongs to another person and to which you don't have any right to; copyrighted content owned by a third party unless you have the express consent, permission, license, authority of the rightful owner;
- b. violates/infringes any patent, trademark, trade secret, copyright or any other proprietary or privacy rights of any third party.
- c. is grossly harmful, blasphemous, paedophilic, false, misleading, unlawful or with the intent to defraud, harass, abuse, intimidate, accuse, impersonate or harm the feelings of anyone; illegal, obscene, pornographic, vulgar, provocative, defamatory, indecent, libelous, hateful, or racially, ethnically objectionable, disparaging, threatening, impersonating another person, enticing/harming of minors in any way, infringing of intellectual property rights, proprietary rights of any third party, invasive of privacy or public rights or any other third party rights or otherwise injurious or objectionable, elicit response relating to illegal activity, contain viruses is an expression of bigotry or hatred based on age, gender, race, religion, caste, class, lifestyle preference, and nationality; relating or encouraging money laundering or gambling or otherwise unlawful in any manner
- d. promotes or provides any instructional information about illegal activities;
- e. Upload or post any content/material that contain software viruses or any other computer codes, files or programs that would interrupt, destroy or limit the functionality of this Site/Service or any software, network, servers, hardware or any other related equipment, device, any computer resource.
- f. violate any applicable laws or regulations for the time being in force.
- g. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
- h. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

18. Disclaimer of Warranties: YOU EXPRESSLY AGREE THE USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MTNL Mumbai EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MTNL MUMBAI MAKES NO WARRANTY THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES MTNL MUMBAI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS, DEVICES, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. MTNL MUMBAI MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, WHICH YOU OBTAIN FROM MTNL MUMBAI OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
19. YOU ACKNOWLEDGE THAT MTNL MUMBAI WEBMAIL SITE MAY CONTAIN LINKS TO OTHER WEB SITES OPERATED BY THIRD PARTIES ("LINKED SITES"). YOU ACKNOWLEDGE THAT, WHEN YOU CLICK ON A LINK TO VISIT A LINKED SITE, A FRAME MAY APPEAR THAT CONTAINS THE MTNL LOGO, ADVERTISEMENTS AND/OR OTHER CONTENT SELECTED BY MTNL MUMBAI. YOU ACKNOWLEDGE THAT MTNL MUMBAI AND ITS SPONSORS NEITHER ENDORSE NOR ARE AFFILIATED WITH THE LINKED SITE AND ARE NOT RESPONSIBLE FOR ANY CONTENT OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINK SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES.
20. MTNL MUMBAI DOES NOT ENDORSE IN ANYWAY ANY ADVERTISERS/ CONTENTS OF ADVERTISERS ON ITS WEBPAGES. PLEASE THEREFORE VERIFY

THE VERACITY OF ALL INFORMATION ON YOUR OWN BEFORE UNDERTAKING RELIANCE AND ACTIONING THEREUPON. MTNL MUMBAI SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING ON ACCOUNT OF YOUR RELYING ON THE CONTENTS OF THE ADVERTISEMENT.

21. **Limitation of Liability:** MTNL MUMBAI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF MTNL MUMBAI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
22. **Miscellaneous:** This agreement will be governed by and construed in accordance with the laws of India without giving effect to principles of conflict of laws. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. MTNL Mumbai's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and MTNL Mumbai.

