



This Terms of Use (TOU) is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of this website.

The domain name www.cesc.co.in (hereinafter referred to as “Website”) is owned by CESC Ltd., a company incorporated under The Companies Act, 1956 having its registered office at CESC House, Chowringhee Square, Kolkata - 700001, West Bengal, India (hereinafter referred to as “the said company”).

BY USING THE WEBSITE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS POLICY, PLEASE DO NOT PROCEED FURTHER TO USE THIS WEBSITE.

For the purpose of these TOU, wherever the context so requires “User” or “You” shall mean any natural or legal person who has agreed to access the Website by providing registration data while registering on the Website as registered user using the computer systems. The term “We”, “Us”, “Our” shall mean the said company.

When You use any of the services provided by Us through the Website You will be subject to the rules, guidelines, policies, terms and conditions applicable to such service and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates/changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-Transferable, limited privilege to enter and use the Website.

Accessing, browsing or otherwise using the site will be indicative of your agreement to all the terms and conditions under the TOU and it shall be deemed that you have read through and understood the meaning and purport of these TOU. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the policies of the said company as amended from time to time.

The Website is available for use only to persons who can form legally binding contracts under Indian Contract Act, 1872. You shall be responsible for maintaining the confidentiality of your display name and Password and You shall be responsible for all activities that occur under your consumer ID and

Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, and/or the said shall amount to any nefarious activity in future then We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

You release and indemnify the said company and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, the said company cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution regarding the same.

Use of the Website

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which :
 - (i) belongs to another person and to which You do not have any right to;
 - (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or unlawfully harassing;
 - (iii) is misleading in any way;
 - (iv) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - (v) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - (vi) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's

name, email address, physical address or phone number) or rights of publicity];

- (vii) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (viii) interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
- (ix) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other Website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
- (x) violates any law for the time being in force;
- (xi) deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (xii) impersonate another person;
- (xiii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish

value of, surreptitiously intercept or expropriate any system, data or personal information;

(xiv) shall not be false, inaccurate or misleading;

(xv) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider (“ISPs”) or other suppliers;

2. You shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity without any further notice.
3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password “mining” or any other illegitimate means.
4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication

measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
6. You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You shall not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
7. You shall not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the said company and/or others.

8. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules made thereunder as applicable and as amended from time to time and also all applicable laws, rules and regulations and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations regarding Your use of Our service.
9. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.
10. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government

officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but has no obligation, to monitor the materials posted on the Website. The said company shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, You remain solely responsible for the content of the material posted on the Website. In no event shall the said company assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website.

11. It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share on the Website.

12. You agree that any Content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use.
13. You understand and agree that We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules thereunder.
14. You agree that 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 preset limit mutually agreed by You and between Bank/s or any payment issues arising out of the transaction or decline of transaction for any other reason.
15. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

16. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

17. You hereby agree to indemnify and hold harmless the said company, its officers directors, agents and employees from any claim or demand, or actions including reasonable legal expenses, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use and other Policies, or Your violation of any law, rules or regulations or the rights of a third party.

18. You agree that the Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of territorial jurisdiction shall be exclusively in district of Kolkata.

In the event of any grievance, as per the requirement of Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below :

Name : Mr. Amitava Shome
Company : CESC Limited
Address : CESC House, Chowringhee Square, Kolkata – 1
Designation : General Manager (Customer Relations)
Telephone : (033) 22217300 / 9831283419
Email : amitava.shome@rp-sg.in
Timings : 9 a.m. to 5 p.m.