

BSNL Cellular Connection

TERMS & CONDITIONS

An agreement is formed between the customer named overleaf (hereinafter referred to as the Customer) and Bharat Sanchar Nigam Limited (hereinafter referred to as "BSNL") a company registered under the Companies Act 1956, having its registered office at Sanchar Bhawan ,20 Ashoka Road , New Delhi 110001 and **Corporate Office at Statesman House, B-148, Barakhamba Road, New Delhi-110 001 and Local Office at** when the form overleaf or some other form or order (e.g. mail order, Fax etc.) has been signed/sent by or on behalf of the Customer and BSNL has accepted the same, when used in these conditions.

- "Customer Equipment"** Means GSM mobile telephone equipment described in the Agreement.
- "Network"** Means the BSNL GSM Network.
- "Services"** Means the services, which enable the Customer when using the equipment to have two-way communication over the network and includes other value added/supplementary Services offered by BSNL and specifically, opted by the Customer.
- "Tariff"** Means and includes the agreed Tariff schedule and all rate and related conditions such as deposits, installation fees, rental, usage charges and any other related fees and service charges under the Tariff schedule as notified and published by BSNL from time to time for providing the services and value added/supplementary services.
- "SIM"** Means a Customer Identification Module being a card or microchip programmed with data, which is used to gain access to the network.
- "Customer"** Means a person/company/firm/or any other association of persons who has subscribed for services under this agreement. This agreement binds the customer and whenever & wherever applicable, his heirs, executors, administrators, successors and permitted assigns and benefits BSNL and its successors and assigns.

1. PERIOD OF AGREEMENT

1.1 The Agreement period shall run in concurrence with Licence Agreement between the Department of Telecommunications, Ministry of Communications, Government of India and BSNL for the operation of Cellular Mobile Telephone Service in the concerned licensed geographical areas & shall be subject to all applicable laws, byelaws, rules, regulation, notifications, orders, directions of the Government / Court / Tribunal and shall be subject to other terms of the Agreement.

2. COMMENCEMENT

- 2.1 The customer shall ensure that he/she/it will duly fill and sign the form overleaf and all other required forms, besides furnishing other particulars/documents for identification as required by BSNL / Govt. of India from time to time to become eligible for subscribing to the said Services rendered by BSNL. In the event of any default, on the part of customer as stated above, BSNL shall be well within its right to refuse the connection without any liability of the said customer to its network and even to disconnect the same in case the said customer is already connected to the network and to forfeit the balance, if any, available on the card of the said customer and the same shall neither be credited nor refunded under any circumstance(s).
- 2.2 For proof of address customer has to submit along with form overleaf, self attested copy of any one of: Electricity Bill/ Water Bill / Ration Card / Passport / Telephone Bill / Voter ID Card / Driving License.
- 2.3 For Proof of Photo Identity the customer shall submit along with form overleaf self attested copy of the (a) Photo Identity card issued by Government or Statuary Authority / Photo Credit Card / Driving Licence / Income Tax PAN / Passport / Arms License / Voter ID card (b) Public Limited Company may enclose certificate of incorporation along with any proof of identity, as indicated at (a) above of the authorised officer of the Company (c) In case of Government of India Undertakings, Government of India Offices/ State Government Offices, the aforesaid requirements are dispensed with and self-certification on the letterhead will suffice along with the name and designation of the coordinating officer to be consulted in case of need (d) In case of Foreign Missions in India and other Foreign Agencies, the name and designation of the authorized officer along with details of officials etc. are required for whom the Cellular Mobile Phone is intended.
- 2.4 In case of outstation customers, details of local reference(s) are required to be given.
- 2.5 (a) For sole proprietary concern, proprietor may sign himself and affix rubber stamp on the form overleaf (b) In case of partnership concern, all partners or any one of the partners duly authorized or Person with the Power of Attorney may sign. (c) In case of Company, signature should be of a person on behalf of a Company, in accordance with the provisions of its Articles of Association. In case of partnership concerns, copy of (i) Power of attorney for authorization & (ii) Partnership Deed and In case of Company, a copy of the Articles of Association, is to be attached.
- 2.6 If at any stage information furnished in the form overleaf is found false - Telecom Service / Telephone provided is liable to be disconnected immediately without any notice.
- 2.7 Agreement commences upon BSNL activating the SIM card and continues subject to other terms, as per plan(s) /Scheme(s) /Services(s) chosen by customer and operate concurrently with BSNL licence to provide services. Any moneys paid by the Customer shall not create any right in favour of customer until activation. In addition, BSNL reserves the right to seek/verify financial and other information from customer's Bankers/Credit providers and

such other sources and reserves the right to reject subscription even after activation for any reason without liability.

- 2.8 Customer represents that he has been fully informed about the Cellular Mobile Telephone Services provided by BSNL, its specifications, requirements, limitations, tariffs etc. and has only thereupon signed this agreement.
- 2.9 BSNL shall be at liberty to provide the services under any brand name.
- 2.10 The information provided by customer / gathered by BSNL shall become BSNL's property even if application is rejected / refused or connection is disconnected as the case may be and can be used by BSNL in any manner, if deemed fit.

3. SERVICES

- 3.1 The customer shall be provided a SIM card along with PIN (Customer's Security Code), and a personalized Telephone Number (which can be changed by BSNL at any time) to enable the customer to use BSNL services upon acceptance, within BSNL System operating range in the licensed geographical areas. The said SIM card or personalized telephone number remains exclusive property of BSNL. The customer being licensed only during the Agreement period to use it to obtain access to the network and shall be deemed to have been returned by the customer upon the termination / _____ / determination hereof, and / or upon disconnection of service.
- 3.2 The SIM card and personalized Telephone Number is and shall always be the sole property of BSNL and shall be returned by customer(s) upon termination/determination, hereof, and/or temporary suspension of services.
- 3.3 For change/addition/deletion of any features/supplementary services/scheme/plan, customer shall fill up the requisite form and be bound by the additional terms thereof. Any change or withdrawal from any supplementary services etc. shall not entitle the customer to any refunds or adjustments of the moneys already paid, billed or to be billed under the additional terms.
- 3.4 Customer cannot use the service for any unlawful or illegal purposes or immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting/infringing national interest nor create any damage or risk to BSNL or its network and/or other customers which relates to the network the service equipment or connected matters. BSNL reserves the right to disconnect service, without liability, if any, at its sole discretion on any such event.
- 3.5 Service quality, functionality, availability and/or reliability may be affected and/or BSNL is entitled to, without any liability, refuse, limit, suspend, vary, disconnect and/or interrupt the service, in whole or in part at any time, at its sole discretion, with respect to one/all customer(s) without any notice, for any reason and/or due to various factors including but not limited to: (a) Government's, TRAI's rules, regulations, orders, directions, notifications etc. including changes thereto (b) Transmission limitations caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions. (c) During technical failure, modification, up gradation or variation, relocation, repair and / or maintenance of the systems / equipments. (d) To combat potential fraud, sabotage, willful destruction, etc. (e) If services is used in any manner, which violates any law etc. or adversely affects or interferes, in any manner, the rendering of services by BSNL. (f) Any discrepancy/wrong particular(s) provided by the customer in the form overleaf. (g) Breach of any term or conditions of this agreement on the part of the customer. (h) If rendering of services becomes impossible in view of the problems arising on account of interconnection between BSNL and other telecom service providers. (i) Any other reasons, which is found to be reasonable by BSNL warranting suspension/disconnection. (j) Force-majeure circumstances (i.e. Acts of God). (k) Delay / non-payment of bills, (l) Incompatibility with equipments including customer Equipment.
- 3.6 Privacy of communication is not guaranteed and is subject to Government's Regulation and such other factors. BSNL is entitled to change, vary, add and withdraw any services/supplementary Services/ Schemes/Plans etc and/or to vary the terms and charges at any time, at its sole discretion. The rates/ charges may also change as per the directives of TRAI or any statutory authority from time to time.
- 3.7 In case of expiry/deactivation, the cellular number may be allotted to another customer as per the sole discretion of BSNL. In that event, the customer shall not have any right or lien on the said cellular number. In case of suspension / disconnection etc. reconnection may be made by BSNL in its sole discretion, on such additional terms as BSNL may determine.

4. BILLING AND PAYMENT

- 4.1 The Billing cycle shall normally run on monthly basis or such other frequency as may be decided by BSNL from time to time and the periodic bills be issued accordingly. The Customer is responsible to pay his bills by the prescribed date. It is incumbent on the Customer to enquire for his/her balance and settle the same even in case of non-receipt of the monthly bill for any reason whatsoever.
- 4.2 BSNL reserves the right to raise interim bills and the Customer agrees to make such interim payments as & when required by BSNL, based on internal credit rating of BSNL.
- 4.3 Bills will be sent to the billing address of the Customer as furnished by him/her. For any change of address the Billing department should receive notification in writing well in advance to change the address along with such proof to accept the change.
- 4.3 A. In case any charges are disputed, customer shall intimate BSNL within 2 days of the receipt of bills. In case of non receipt of such information the charges will be presumed to have been accepted. Customer shall have to pay full amount of even disputed charges pending settlement of disputes.

- 4.4 The Customer agrees to pay to BSNL the subscription charges, call charges, opted , value added service charges, supplementary service charges, BSNL charges for calls made from mobile to fixed network, monthly rental, NSD/ISD Charges, Service Tax, License Fee other taxes & duties etc and other charges payable for the services as published and notified by BSNL as per tariff applicable from time to time.
- 4.5 All charges and other sums to be paid by the Customer are due for payment by prescribed due date. All charges must be paid in full without any deduction, set-off withholding. All payments must be made in favour of **AO (Cash), BSNL**, of the concerned area.
- 4.6 The present rate of deposits, connection charges, monthly rental charges, call charges and other payable charges are set out in the "Tariff Schedule" as notified by BSNL. BSNL shall have the option to vary the tariff, charges for value added services, supplementary services and any other conditions of services, retrospectively or from future date and the same shall be binding on the Customer.
- 4.7 If the Customer Equipment or a SIM is lost or stolen the Customer should inform BSNL immediately. This notification will authorize BSNL to suspend all or any part of the services and/ or disconnect the Customer Equipment from the Network. However, the Customer remains liable for charges for all the calls made before such notification and suspension of services made by BSNL.
- 4.8 The Customer must pay call charges in respect of all calls made/received during the Agreement Period from/to his/her mobile number and/or SIM - whether or not authorised by the Customer and whether or not they exceed any credit limit, if any, agreed between BSNL and the Customer. This equally applies to all other tariff payments.
- 4.9 The loss of or inability to use the Customer Equipment or a SIM does not bring the Agreement or the Customer's Liability to pay charges to an end.
- 4.10** Where a security deposit has been paid, BSNL is entitled to retain it and apply it as it decides in full or partial satisfaction of any sums due from the Customer to BSNL any time. At the end of the Agreement period, provided all sums payable to BSNL have been duly paid, the balance (if any) of the deposit or fee will be repaid to the Customer on fulfilment of such conditions as may be intimated by BSNL. No interest will be paid on the deposit. BSNL reserves the right to adjust the security deposit of the BSNL connection of one member of a family against the bill of the other BSNL connection(s) issued by other family member(s).
- 4.11 The call pulse rate shall be governed by the rules and regulations as specified by the Regulatory Authorities from time to time and/or specifically specified by BSNL.
- 4.12 Itemized monthly bills are available on request and are chargeable in nature at such rate as may be decided by BSNL from time to time.
- 5. PENAL CHARGES FOR DELAYED PAYMENT:**
- 5.1 The payment against monthly bills beyond the stipulated date shall entail an interest charges @ 2% p.m. or such other rate /fixed amount as may be decided by BSNL from time to time , over the payment from the date it became due. This however is without prejudice to the rights of BSNL to suspend the services partially or fully due to non-payment.
- 6. SUSPENSION AND DISCONNECTION**
- 6.1 BSNL may at any time suspend, without notice and without any liability, the Services wholly or partially and/or disconnect any Customer Equipment from the Network for any reason which is found to be reasonable by BSNL including any of the following circumstances.
- a) Due to any discrepancy noted in the material particulars provided in the Form overleaf including address confirmation.
- b) The non-payment of bills beyond the due date. The BSNL reserves the right to totally or partially disconnect the Customer in case of non-payment of the due bill by the due date or in case the cheque is dishonoured. Although no notice is mandatory, call warning or an SMS message notified to the customer on his mobile number or any other verbal or written communication shall be construed as due notice in this regard.
- c) During Technical failures, modification or repair or testing of the Network.
- d) BSNL reserves the right to totally or partially disconnect the Customer connection or to put him on Local calling facility or only incoming call facility with or without notifying him in the case of his exceeding the prescribed credit Limit. BSNL does not however, guarantee to effect such suspension/disconnection immediately upon the customer reaching the credit limit. The BSNL has the right to predetermine and prefix the credit limit to usage of Air Time Services, PSTN services and other Value Added Services. In the event of the Customer having exceeded his predetermined limit he will be responsible to pay for all the calls made and services obtained even beyond the stated limit.
- e) When this Agreement is determined owing to any reason in consonance with the terms of this Agreement.
- f) Any other reason which is found to be reasonable by BSNL warranting suspension / disconnection.
- 7. LIABILITY**
- 7.1 BSNL will not be liable to the Customer for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any indirect or consequential loss how soever it arises
- 7.2 BSNL shall not be liable for any delayed activations.
- 7.3 BSNL will not be liable for any dealings of the Customer with any party, which is not authorised by BSNL to deal on its behalf.

- 7.4 BSNL makes no express or implied warranties, guarantees, representations, or undertaking whatsoever, regarding the service, equipment etc. which are not expressly mentioned in this Agreement and shall not be liable to the customer and / or any person, firm or body corporate claiming through, under or in trust for the customer and the customer hereby waives and agrees to continue waiving all claims / actions for any delays, loss, damages, fee , costs orders judgment etc. direct / incidental or consequential arising out of any mistake, omission, interruption delays errors, defects or other failure with respect to the service / equipment or billing arrangements, payments or collection and or matters covered in clause 3.5 hereof etc. and or matters related to this agreement. Further the customer remains solely responsible to his own negligence acts or omission.
- 7.5 BSNL will not be under any liability for the Cellular Mobile Services under this Agreement or for any other failure to carry out its duties and obligations outside the BSNL's control such as atmospheric conditions, physical features (e.g. bridges and buildings) and the proximity of the base stations, Acts of God etc. and any other force majeure conditions due to which the services are affected.
- 7.6 BSNL is not responsible for the acts of Franchisees / Business Associates / Distributors / Channel Partners / Dealers / Retailers with regard to schemes which are not authorised by BSNL or which are purported to have been offered on behalf of BSNL without the latter's sanction.
- 7.7 A SIM is provided for the Customer's use in order to gain access to GSM network. It is the Customer's responsibility to keep these secure as BSNL is not liable for any loss or liability incurred by the Customer resulting from the unauthorised use. In case of loss of SIM card by the customer, the same should be reported to BSNL at the earliest. The issuance of new SIM card shall entail charges as set out in the Tariff schedule from time to time.
- 7.8 The SIM Card remains the constructive property of BSNL in the hand of the customer. The same shall be returnable to BSNL on Severance/Suspension of customer relationship for any reason whatsoever as per terms & conditions BSNL is not responsible for any manufacturing defect in SIM card after an expiry of 6 months from the date of purchase. Beyond this period, customer will have to obtain a new SIM card after paying the requisite charges in case of any defect in SIM card.
- 7.9 The customer hereby agrees to indemnify and hold BSNL harmless against any claim against BSNL for libel or slander arising out of communications sent or received by Customer on BSNL's Network. The Customer shall also indemnify BSNL for any claim against BSNL arising out of any infringement or violation of copyright by the Customer or by anyone else using the mobile connection of the Customer.
- 7.10 BSNL shall not be responsible for any civil or criminal liability incurred by the Customer due to its misuse of the Service provided by BSNL i.e. any acts of commission or omission by the Customer.
- 7.11 BSNL shall not be liable for any act of commission or omission of any third party/ suppliers/ manufacturers/ including any agency/company offering any privilege or benefits to Customer without specific permission or authority of BSNL.
- 7.12 BSNL reserves the right to terminate the subscription of any customer who is not competent to enter into any contract under the Indian Contract Act, 1872.
- 7.13 Any increase/addition/introduction of taxes and/or levy of any taxes, duties or any other statutory charges etc (present/future) shall be to the customer's account without any notice to him and shall at all times be deemed to be part of tariff.
- 7.14 Customer will provide to BSNL all information and co-operation that BSNL may reasonably require from time to time

8. SALE OR TRANSFER

- 8.1 BSNL connection/SIM card shall be non-transferable in nature and any private transfers effected by the Customer shall not absolve the Customer of his primary duty towards BSNL for usage charges levied pertaining to such particular connections/SIM card.
- 8.2 BSNL's acceptance of Payment from a person other than the Customer shall not amount to BSNL having transferred or modified any of rights & obligations to the customer to such third parties.

9. DISPUTE RESOLUTION

- 9.1 In case of any dispute, the matter will be referred to the sole arbitration of Chief General Manager Telecom, BSNL of the concerned area or his nominee and will be governed as under Provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or reenactment there of or any rules made thereof. customer will have No objection in any such appointment that arbitrator so appointed is employee of the BSNL

10. ENDING THE AGREEMENT

- 10.1 Except as provided elsewhere either party may end the Agreement by written notice giving -not less than 30 days to other party but such a notice shall not absolve the customer of its liability to make payments of the amounts that may be due and outstanding on the date of such notice or as may become due subsequently.

11. OTHER MATTERS

- 11.1 Any notice required to be given by the Customer to BSNL shall be given in writing to the BSNL at the designated address.
- 11.1 All the Bill will be sent to the address (or billing address) of the customer as given in the Agreement Form .
- 11.2 Where two or more persons constitute the Customer, their liability is joint and several.
- 11.3 This agreement is amenable to the jurisdiction of Courts at the only location of office of Chief General Manager Telecom, BSNL of the area concerned & laws of India
- 11.4 The scope of the cellular services is governed by the Statutory Guidelines issued by the Telecom Regulatory Authorities & Govt. of India within the parameters of License Agreement executed with Ministry of Communications, Govt. of India. The cellular phone services are governed by the Telegraph Act, 1885 and the Indian Telegraph Rules, 1951 framed under the same act, as amended from time to time and the customer shall abide by them.
- 11.5 a) BSNL is entitled to change, vary, add, withdraw any services / Additional Services Supplementary Services etc. and / or change vary, add, alter, delete, withdrawn any / all charges / prices / discounts/ surcharges etc. relating thereto including equipments, accessory(ies), and / or prices thereto etc. at any time, in its sole discretion for one or more or all customers.
- b) All discounts or other special benefits announced by BSNL from time to time shall have the time limitation. BSNL shall have the right to withdraw / vary / extend any / all such discounts etc. at any time without notice.

12. IMPORTANT

- 12.1 Peak, standard, and off-peak hours may differ from one operator to another.
- 12.2 Additional administrative charges may be levied on your roaming usage in the visited networks.
- 12.3 The information provided overleaf shall be treated as part & parcel of this Agreement
- 12.4 Monthly statement of charges would reflect only consolidated call charges for roaming calls and no bifurcation of airtime and landline charges would be available.
- 12.5 While roaming, all incoming calls will be charged at STD/ISD rates, as applicable plus the incoming airtime at the location being visited.
- 12.6 A service tax as applicable shall be levied on all charges payable by the customer.
- 12.7 The customer has understood that depending upon different services / plans chosen by various customers, the prices / charges, fee etc. applicable hereto may be also be different.

13. EQUIPMENTS

- 13.1 BSNL will test the equipment prior to activation & customer shall ensure its functionalities thereafter BSNL shall not be responsible for any of the defect / fault etc. which is not expressly covered by the manufacture warranty of the equipment. Any repairs / exchange carried out by BSNL at the request of customer for defects etc. shall be charged from the customer as per BSNL policy on the subject from time to time.

14. AMENDMENT TO AGREEMENT

- 14.1 BSNL only may amend any part of this Agreement at any time by giving Customer prior notice. Customer's continued use of service or payment of any dues / bills after BSNL's has issued such amendment will constitute customer's agreement to all amendments

I confirm and I have read the terms & conditions and I agree to abide by them

Signature of Customer