TERMS AND CONDITIONS

An agreement is formed between the customer and Cellular Mobile Telephone Services, Inc. and any subsidiary thereof (referred to as the "Customer") and any of its authorized agents (referred to as the "Agents") for the use of Cellular Mobile Telephone Services provided by Cellular Mobile Telephone Services, Inc (referred to as the "Provider") and any of its authorized agents (referred to as the "Agents") for the use of Cellular Mobile Telephone Services provided by Cellular Mobile Telephone Services, Inc. (referred to as the "Provider") and any of its authorized agents (referred to as the "Agents"). The terms and conditions contained in this document shall apply to any cellular mobile telephone service provided by the Provider or its authorized agents, unless otherwise noted.

1. GENERAL

1.1. Agreement: The provision of cellular mobile telephone service by the Provider to the Customer is subject to these terms and conditions. Any changes to these terms and conditions shall be effective upon notice to the Customer in accordance with Section 6.1. Any use of the cellular mobile telephone service by the Customer shall constitute acceptance of these terms and conditions.

2. SERVICE DESCRIPTION

2.1. The Provider shall provide the Customer with cellular mobile telephone service according to the plan selected by the Customer and the terms and conditions set forth herein. The Provider shall make commercially reasonable efforts to maintain the performance of its network and to ensure the availability of its services.

3. PAYMENTS

3.1. The Customer shall pay the Provider for the use of the cellular mobile telephone service in accordance with the terms and conditions set forth herein. The Provider shall provide the Customer with a statement of charges on a regular basis, which shall include details of all charges incurred and the amount due.

4. CANCELLATION

4.1. The Customer may cancel the cellular mobile telephone service at any time by providing written notice to the Provider. The Provider shall charge the Customer for all services provided up to and including the date of cancellation.

5. LIMITATIONS

5.1. The Provider shall be under no obligation to provide service to the Customer when the Customer is unable to pay for the service or when the Customer is unable to comply with the terms and conditions set forth herein.

6. TERMINATION

6.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

7. SERVICE INTERRUPTIONS

7.1. The Provider shall not be responsible for any interruptions in service caused by equipment failure, weather conditions, or any other cause beyond the Provider's control.

8. LIMITATION OF LIABILITY

8.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

9. ENTIRE AGREEMENT

9.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

10. MODIFICATION

10.1. These terms and conditions may be modified from time to time by the Provider in its sole discretion, provided that any such modifications shall be effective upon notice to the Customer.

11. DISPUTE RESOLUTION

11.1. Any dispute arising out of or relating to these terms and conditions shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

12. GOVERNING LAW

12.1. These terms and conditions shall be governed by and construed in accordance with the laws of the state of [State], without giving effect to any choice of law or conflict of law provisions that would cause the application of the laws of any other jurisdiction.

13. WAIVER

13.1. No failure or delay by the Provider in exercising any right or provision of these terms and conditions shall constitute a waiver of such right or provision.

14. SEVERABILITY

14.1. If any provision of these terms and conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. ATTORNEY'S FEES

15.1. The prevailing party in any action or proceeding arising out of or relating to these terms and conditions shall be entitled to recover reasonable attorneys' fees and costs.

16. ENTIRE AGREEMENT

16.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

17. MODIFICATION

17.1. These terms and conditions may be modified from time to time by the Provider in its sole discretion, provided that any such modifications shall be effective upon notice to the Customer.

18. TERMINATION

18.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

19. LIMITATION OF LIABILITY

19.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

20. ENTIRE AGREEMENT

20.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

21. MODIFICATION

21.1. These terms and conditions may be modified from time to time by the Provider in its sole discretion, provided that any such modifications shall be effective upon notice to the Customer.

22. TERMINATION

22.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

23. LIMITATION OF LIABILITY

23.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

24. ENTIRE AGREEMENT

24.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

25. MODIFICATION

25.1. These terms and conditions may be modified from time to time by the Provider in its sole discretion, provided that any such modifications shall be effective upon notice to the Customer.

26. TERMINATION

26.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

27. LIMITATION OF LIABILITY

27.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

28. ENTIRE AGREEMENT

28.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

29. MODIFICATION

29.1. These terms and conditions may be modified from time to time by the Provider in its sole discretion, provided that any such modifications shall be effective upon notice to the Customer.

30. TERMINATION

30.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

31. LIMITATION OF LIABILITY

31.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

32. ENTIRE AGREEMENT

32.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

33. MODIFICATION

33.1. These terms and conditions may be modified from time to time by the Provider in its sole discretion, provided that any such modifications shall be effective upon notice to the Customer.

34. TERMINATION

34.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

35. LIMITATION OF LIABILITY

35.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

36. ENTIRE AGREEMENT

36.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

37. MODIFICATION

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38. TERMINATION

38.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

39. LIMITATION OF LIABILITY

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40. ENTIRE AGREEMENT

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41. MODIFICATION

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42. TERMINATION

42.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

43. LIMITATION OF LIABILITY

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44. ENTIRE AGREEMENT

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45. MODIFICATION

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46. TERMINATION

46.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

47. LIMITATION OF LIABILITY

47.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

48. ENTIRE AGREEMENT

48.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

49. MODIFICATION

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50. TERMINATION

50.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

51. LIMITATION OF LIABILITY

51.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

52. ENTIRE AGREEMENT

52.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.

53. MODIFICATION

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54. TERMINATION

54.1. The Provider may terminate the service if the Customer breaches any provision of these terms and conditions or if the Customer is delinquent in payment.

55. LIMITATION OF LIABILITY

55.1. The Provider shall not be liable for any loss or damage caused to the Customer as a result of any act or omission of the Provider or its agents.

56. ENTIRE AGREEMENT

56.1. These terms and conditions constitute the entire agreement between the Provider and the Customer and supersede all prior agreements and understandings, whether oral or written, between the parties.
23. To be filled in case of Post-paid connection: (Tick appropriate box)
(A) Form of payment
   - Cash [ ]
   - Cheque [ ]
   - Credit card [ ]
   - Debit card [ ]
   - Bank Draft [ ]

(B) If payment made by cash/cheque/credit card/debit card: (a) Bank A/c No. __________________________
   (b) Bank Name __________________________
   (c) Branch Name & Address __________________________

(C) Credit limit opted Rs. __________________________ (D) Amount of Payment Made: __________________________

I/We hereby declare that the information given above is true to the best of my knowledge. I/We will abide by the prevailing Telegraph Act/Rules framed there under and tariffs as amended from time to time. I/We am aware that no defaulters on account of non-payment of bills for any telecom services provided by any service provider. I/We have read and understood the terms and conditions for cellular services and accept them as binding on me/us. I/We have understood all rates, charges and related terms and conditions at which telecom services are provided by BSNL as applicable on this date and as amended from time to time. I/We confirm that the information / particulars supplied by me/us is correct in all respects. I/We declare that in case of roaming abroad my usage amount will not exceed the limit prescribed by FEMA regulation. I/We understand that the connection/SIM is non-transferable. Any misuse of connection/SIM by customer or any other person is illegal and liable for criminal action.

Date: __________________________

Signature of Customer* / Authorised Signatory*

(For Office Use Only)

Fields to be filled by Service provider/Authorized representative at Point of Sale

24. IMSI No.* / SIM Card No. __________________________

25. Mobile number attached* __________________________

26. Category: Urban [ ] Rural [ ]

27. Point of sale code*: __________________________

28. Point of sale agent name*: __________________________

29. Complete Address of Point of Sale*: __________________________

   House No/Flat No __________________________

   Street Address/Village __________________________

   Locality / Tehsil __________________________

   City / District __________________________

   State/UT __________________________

   Pin Code __________________________

30. (a) Declaration by POS*:
   Certified that I have seen the subscriber and matched the photograph attached on the CAF with the subscriber and verified his copies of documents of POA and POI attached with the CAF with the original.

   (b) Declaration by POS in case of outstation subscriber*:
   Certified that the local reference Shri/Smt __________________________ has been contacted telephonically.

   Name* __________________________

   Stamp* __________________________

   Signature* __________________________

   Date* __________________________

31. Declaration by the franchisee / BSNL Staff

   It is certified that I have checked the form as per the DOT guidelines and entered the subscriber details correctly in the BSNL Database.

   Name of franchisee/BSNL staff* __________________________

   Stamp* __________________________

   Signature* __________________________

   Date* __________________________

32. (a) Certified that all the documentary requirement has been completed and subscriber details are uploaded in the database before activation of the SIM*.

   (b) Certified that the local reference (in case of outstation subscriber) Shri/Smt __________________________ has been contacted telephonically*.

   (c) Details of Add-on/Value Added facilities like 3G [ ] Call transfer facility [ ] ISD facility [ ] GPRS [ ] Navigation [ ]

   Others (Please specify) __________________________

   Tariff plan(s) etc. activated on the SIM Card __________________________

33. Initial activation done on date* __________________________

34. Final activation done after tele verification on date* __________________________

   Name* __________________________

   Designation* __________________________

   Signature* __________________________

   Date* __________________________

*Mandatory Fields - These fields are mandatory to be filled.

Subscriber Receipt

CAF Serial Number

Name of subscriber* __________________________

Type of subscriber* __________________________

Type of POI* __________________________

Type of POA* __________________________

Issuing authority* __________________________

Issuing authority* __________________________

Date of issue* __________________________

Date of issue* __________________________

Serial Number* __________________________

Serial Number* __________________________

Received with thanks an amount of Rs. ________________________________________

by Cash/Draft/Cheque No________________________

Dated __________________________

Issued from bank __________________________

Issued from bank __________________________

city __________________________

city __________________________

Name of POS* __________________________

Stamp* __________________________

Signature* __________________________

Date* __________________________

Note: For activation of Sim, Please dial 1507 in 1-2 days for tele verification.