



TELECOM CONSUMERS CHARTER

Table of Contents

Introduction	5
Presence.....	6
How to contact us	7
Duties and Obligation of Service Provider	13
Quality of services: Service Benchmarks:.....	14
TCCPR Regulation 2011: Customer Preference Registration Facility	15
Mobile Number Portability:.....	16
Terms and Conditions (Post Paid).....	17
Terms and Conditions (Pre Paid).....	23

Introduction

The Aircel group is a joint venture between Maxis Communications Berhad of Malaysia and Sindya Securities & Investments Private Limited, whose shareholders are the Reddy family of Chennai, with Maxis Communications holding a majority stake of 74%.

Presence

Aircel today has a presence that spreads across almost the entire length and breadth of India. Operations commenced in south India, where Aircel established its leadership and from there extended itself to the pan India operator. Aircel today is operating in 23 telecomm circles and is all geared for dynamic expansion plan in the near future.

How to contact us

Our offices are located in all cities where we service you. You may contact us at any of these offices closest to your location

Alternatively, you may choose to call us on our - Consumer Care Number @ 198 and or our General Information Number @ 121 (Toll free for automated response for query only from Aircel mobile) or through our website www.aircel.in

Call Center:

It is the first level contact where you can register your Request or Complaint. Aircel Customer Service Representative will provide you the resolution.

Appellate Authority:

In case you are not satisfied with the resolution provided, you file an appeal in the prescribed form to our Appellate Authority.

Web self care link:

Customer visit Aircel website: www.aircel.com

121 Applicable across all circles – (Toll free for Aircel subscribers)

S No.	Service Area Name	Contact Point	Contact Number	E-mail id	Aircel Office Address
1	Andhra Pradesh	Helpline	9700012345	care.andhrapradesh@aircel.co.in	Aircel Ltd., 5th floor, CACHE Properties, Gumidelli Commercial Complex, 1-10-39 to 44, Old Airport Road, Begumpet, Hyderabad - 500016
		Appellate Authority Prateek Parashar	9700199010	appellate.andhrapradesh@aircel.co.in	
2	Assam	Helpline	9854012345	care.assam@aircel.co.in	Dishnet Wireless Ltd. Tribeni Commercial Complex, 3rd Floor, G. S. Road, Ulubari, Guwahati - 781007
		Appellate Authority Monisha Dowerah	9854199010	appellate.assam@aircel.co.in	
3	Bihar & Jharkhand	Helpline	9852012345	care.bihar@aircel.co.in	Dishnet Wireless Limited, 6th Floor, Sai Corporate Park, Rishi Vatika, Rukanpura, Patna - 800014
		Appellate Authority Manish vats	9852199010	appellate.bihar@aircel.co.in	
4	Chennai	Helpline	9841012345	talktoaircel@aircel.co.in; Corporatcare@aircel.co.in	Aircel Mobile Limited , 5th Floor, Spencer Plaza , 769, Anna Salai, Chennai - 600 002
		Appellate Authority P.R Sethuraman	9551299210	appellate.chn@aircel.co.in	
5	Delhi	Helpline	9716012345	care.delhi@aircel.co.in	Aircel Ltd., A-44, Mohan Co-operative, Industrial Estate (MCIE), Mathura Road, New Delhi - 110044
		Appellate Authority Brijesh Trivedi	9716199010	appellate.delhi@aircel.co.in	
6	Himachal Pradesh	Helpline	9857012345	care.hp@aircel.co.in	Dishnet Wireless Ltd. 2nd and 3rd Floor, Keonthal Complex, Main Bazar, Khalini, Shimla - 171002
		Appellate Authority Arti Goyal	9857199010	appellate.hp@aircel.co.in	
7	Jammu & Kashmir	Helpline	9858012345	care.j&k@aircel.co.in	Dishnet Wireless Ltd. Hall No 105-112 B1, North Block Bahu Plaza Complex, Jammu - 180012
		Appellate Authority Kamlesh Melwani	9858199010	appellate.j&k@aircel.co.in	
8	Karnataka	Helpline	9738012345	care.karnataka@aircel.co.in	Aircel Ltd., Municipal No.66-5-25, HM Vibha Towers, Luskar Hosur Road, Adugodi, Bengaluru - 560029
		Appellate Authority Alex Mendes	9738199010	appellate.karnataka@aircel.co.in	
9	Kerala	Helpline	9809012345	care.kerala@aircel.co.in	Dishnet Wireless Ltd(Aircel), NO.9419/33/2365, R R Arcade, B-2, NH 47 Bypass, Thammanam (PO), Cochin - 682032
		Appellate Authority Sunil Joseph	9809199010	appellate.kerala@aircel.co.in	
10	Kolkata	Helpline	9804012345	care.kolkata@aircel.co.in	Dishnet Wireless Ltd. Globsyn Crystal Buildingng, 3rd floor, Block EP, Plot No.11 & 12, Sec - 5, Salt Lake Electronics Complex, Salt Lake City, Kolkata - 700091
		Appellate Authority Sirshendu Sinha Chaudhuri	9804099011	appellate.kolkata@aircel.co.in	
11	Maharashtra	Helpline	9762012345	care.maharashtra@aircel.co.in	Aircel Ltd., Commer Zone, 2nd Building, 144 & 145, Samrat Ashoka Path, Yerwada, Pune - 411006
		Appellate Authority Seema V Pai	9762199010	appellate.maharashtra@aircel.co.in	
12	Mumbai	Helpline	9768012345	care.mumbai@aircel.co.in	Aircel Ltd., Opus Centre, 47, Central Road, Opp: Hotel Tunga Paradise, M.I.D.C., Andheri (East), Mumbai - 400093
		Appellate Authority Seema V Pai	9768199010	appellate.mumbai@aircel.co.in	
13	North East	Helpline	9856012345	care.ne@aircel.co.in	Dishnet Wireless Ltd., Eldorado Building, 3rd Floor,Opp MTC Building,Jail Road, Shillong - 793001
		Appellate Authority Chiranjib Basu	9856199010	appellate.ne@aircel.co.in	
14	Orissa	Helpline	9853012345	care.orissa@aircel.co.in	Dishnet Wireless Ltd. 7th Floor, Block B, Fortune Towers, Chandrasekharpur, Bhubaneswar - 751023
		Appellate Authority Madhu Chhanda Nanda	9853199010	appellate.orissa@aircel.co.in	
15	Tamil Nadu	Helpline	9842012345	Care.tn@aircel.co.in	Aircel Limited, 1562 A, Avinashi Road, Nalavind Towers, Near GRG school, Peelamedu, Coimbatore -6 41004
		Appellate Authority Prakash V	0422-2220617 Extn: 1317	appellate.tn@aircel.co.in	
16	UP-East	Helpline	9807012345	care.upeast@aircel.co.in	Dishnet Wireless Limited, Ratan Square, 3rd Floor, 20 A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh- 226001
		Appellate Authority Bhineet K Singh	9807199010	appellate.upeast@aircel.co.in	

S No.	Service Area Name	Contact Point	Contact Number	E-mail id	Aircel Office Address
17	UP-West	Helpline	9808012345	care.upwest@aircel.co.in	Dishnet Wireless Ltd., A-4 & A-29, NCPL Web Tower, Sector 9, Noida, District Gautambudh Nagar - 201 301
		Appellate Authority Ajay Raj Rajan`	9808199010	appellate.upwest@aircel.co.in	
18	West Bengal	Helpline	9851012345	care.wb@aircel.co.in	Dishnet Wireless Ltd. A-201 to 205, A-304, A Block, City Centre, Durgapur - 713216
		Appellate Authority Sirshendu Sinha Chaudhuri	9851199011	appellate.wb@aircel.co.in	
19	Haryana	Helpline	9802012345	care.haryana@aircel.co.in	Dishnet Wireless Limited, 2nd Floor - Shree Complex, 5406, Cross Road-3, Ambala Cantt-133001
		Appellate Authority Brijesh Trivedi	9802199010	appellate.haryana@aircel.co.in	
20	Punjab	Helpline	9803012345	care.punjab@aircel.co.in	Dishnet Wireless Limited, Spray House - 2nd Floor, C-82, Phase - 7, Industrial Area, Mohali-160055
		Appellate Authority Rajesh Sharma	9803199010	appellate.punjab@aircel.co.in	
21	Gujarat	Helpline	9722012345	care.gujarat@aircel.co.in	Aircel Limited 702, 7th Floor, BBC House, Law Garden, Ahmedabad - 380006
		Appellate Authority Bikram Dash	9722199010	appellate.gujarat@aircel.co.in	
22	Rajasthan	Helpline	9782012345	care.rajasthan@aircel.co.in	AIRCEL Limited,501-502,Sunny Paradise Tonk Road, Jaipur - 302015
		Appellate Authority Rajive Suri	9782199010	appellate.rajasthan@aircel.co.in	
23	Madhya Pradesh	Helpline	9806012345	care.mpcg@aircel.co.in	Dishnet Wireless, 3rd Floor, Arya Bhawan, Chinar House, M.P. Nagar Zone-II Bhopal-462025
		Appellate Authority Victor Fernandes	9806199010	appellate.mpcg@aircel.co.in	

Complaint Redressal Process:

Call Center:

In case you find that our services do not meet your expectations, please feel free to contact us, either at our Customer Care center, or at one of our offices. You could reach our Customer Care team by:

1. Calling us at 121 for queries
2. Sending us an SMS at 121
3. Sending us an email
4. Calling us toll-free at 198 for Complaints

We will log your concern, giving you a Service Request number (complaint registration number), which is a unique reference number for your complaint along with the expected timeline for closure of your complaint.

For resolution of your grievances and registration of complaints, you can contact us at our toll free consumer care number 198 or through e mail or FAX.

Time limit for redressal of grievance of consumers by Call Centers.

- (1) Unless specified elsewhere, all complaints relating to fault or disruption of service or disconnection of service shall be redressed within three days from the date of registration of complaint;
- (2) Unless specified elsewhere, all other complaints shall be redressed within 3days from the date of registration of complaint;
- (3) Where lesser time limit has been specified by any other law for the time being in force or other regulations of TRAI or DOT or by Aircel for redressal of grievance, the Call Centers shall redress the grievances of the consumer within such specified time.

Appellate Authority:

Should the need arise you may approach the Appellate Authority (after expiry of the period of 30 days but before 3 months from the time limit specified by the complaint center”)who is the next level of escalation for the Circle. The Appellate Authority shall, within 10 days of the appeal being place before it, conduct such enquiry as it may consider necessary and dispose of the appeal by passing reasoned order in writing stating therein the points for determination and the decision thereon. You may use a printed form for filing your appeal to the Appellate Authority which is available at our relationship centers and our website.

Our Expectations from Subscribers

1. Aircel expects the subscribers to follow certain etiquettes for usages of mobile phones such as:
 - i) The mobile phone user should strictly adhere to the rules/regulations/orders/instructions as issued from time to time by the Government /Authorities in Schools, Colleges, Offices etc;
 - ii) In the public places, the mobile phone should be kept in switched off mode or in vibration or silent mode, as per the instructions on the sign boards displayed by the Authorities in hospital, airplanes, trains, buses, places of worship, cremation/burial ground, auditorium, cinema hall etc.
 - iii) Mobile phone should not be used while driving.
 - iv) In the public places the mobile user should be considerate to people sitting or standing near him/her. He/ she can move away from the people so that they are not forced to listen to his/her personal/ business conversation;
 - v) Mobile phone should not be used to capture photographs of individuals without their knowledge and consent. It should not be used to take photographs in public places-deemed-private like swimming pools, gyms etc. Privacy of persons around the user of the camera phone should be respected.
 - vi) Ringtones should be set at low level and should not be annoying to the people around.
 - vii) The mobile phone user should not send request to the television operators for scrolling their private SMSs on the screen of televisions.
2. Subscribers are expected not to indulge in usage of telephones/mobiles for undesirable, illegal activities.
3. Subscribers are expected to first seek the redressal of their grievances relating to telecom services through Complaint Redressal Process established by Aircel.

How to use- Self Help!

Info Area	Information	Keyword send to 121 (toll free)
Balance , Validity & Recharge	For current balance & validity Recharge Method(Prepaid)	BAL RCHARGE
Bill & Payment Related	Check the Security Deposit	SD
	Know the Relationship Number/Credit Limit	ACC
	Know the Last 2 Payment Details (Amount/Date/Mode)	PYMT
	Know the bill details (Outstanding Amt/Due Date/Bill Cycle/Bill Mode)	BILL
	Know the current unbilled amount	UNB
	Request for Bill Plan Change	BPC <Plan Name>
Aircel Touch Point	Nearest Store	Store <Pincode>
	Pay Centre	PayCentre <Mode of Payment> <Pincode >
Bill related request	Req dup-bill	DUPBILL <first 3 letters of Month>
	E-Bill Subscription	START EBILL <Email>
	"Only Paper Bill" Subscription	STOP EBILL
	Itemized Bill Subscription	START ITEMBILL
	Itemized Bill Un-Subscription	STOP ITEMBILL
	One time Itemized Bill	ITEMBILL <first 3 letters of Month>
Check and update account details	Update Alternate contact number	CONTACT <NUMBER>
	Update email ID	EMAIL <EMAIL>
	Check Email ID	My Email
	Display PUK details	PUK
Complaint & Request	Bill Not Received Complaint	BNR <first 3 letters of Month>
	Get info on Last 2 SR Status	SRSTATUS
GPRS &3G	To Start GPRS	START GPRS
	Get VAS Help Menu	VAS
	Get GPRS/WAP/MMS settings	ALL
	To Activate 3G on existing 2G numbers	START 3G
	To Deactivate 3G	STOP 3G
Start/Stop	Activation of Dialler Tune Service	START DT
	Deactivation of Dialler Tune Service	STOP DT
	Activation of Voice Chat Service	START VC
	Deactivation of Voice Chat Service	STOP VC
	Activation of Music On Call Service	START MOC
	Deactivation of Music On Call Service	STOP MOC
	Activation of Missed Call Alert Service	START MCA
	Deactivation of Missed Call Alert Service	STOP MCA
Roaming	To provide national roaming operator tie-up details	ROAMING <CIRCLE NAME>
	To provide International Roaming charges	ROAM <COUNTRY NAME>

Billing & Payments

About Bill:

Bill is a demand note raised by the service provider to the customer against the services rendered by the service provider to the customer as per the agreed terms like bill plan, scheme, offer opted by the customer..

Bill Cycle:

It is a period defined by the service provider for which the service provide will raise the bill for services delivered to the customer. Aircel has monthly bill cycle for its postpaid customers.

Billing Address Change

To change your billing address, you need to fill up the 'Profile Change Request' form and submit the same at any of our Aircel Stores along with the latest address proof as per the list given above. The 'Profile Change Request' form is available at our Aircel Stores. For more details you can call up at our Aircel call centre.

About Credit Limit.

The credit limit is a usage limit defined by the service provider to its postpaid users. It is either equal to or more than the security deposit of the customer. The service provider may change it as per their policies in line with TRAI guidelines.

How does the credit limit impact the services

When the customer 's usage is about to reach equal to the credit limit, a communication is sent to the customer to inform him/her to make the interim payment so as to enjoy uninterrupted services. In case the required interim payment is not made by the customer within the stipulated time, the service provider may bar the outgoing services or outgoing and incoming both.

Provide various methods of payment

You can make payment of your Aircel connection through any of the following modes:

- Payment through Cash /Cheque :
- ECS/SI:
- On line bill payment:

Cancellation & Refund:

In case you wish to cancel your connection with us due to certain reason, you can send a written request to us. We would request you to mention the specific reason on your cancellation request so that we can act accordingly. Your security deposit refund, if any, will be processed and you will get the same within 60 days from the date of the request received by us. Any dues in your account will be adjusted against the security deposit.

Duties and Obligation of Service Provider

1. All Service Providers acknowledge the rights of citizens to have a free choice in selecting their Service Providers and agree to promote their services in the best spirit of competition and traditions of service to consumers.
2. All Service Providers agree to promote the consumers' right to education, choice, representation and redress;
3. All Service Providers assure that the privacy of their subscribers (not affecting the national security) shall be scrupulously guarded;
4. All Service Providers assure that their subscribers shall be entitled to interact with them, either personally or through their authorized representatives;
5. For information and education of subscribers, all Service Providers agree to inform their subscribers of the broad range of services offered, the individual plans available to them at any given point of time, the tariff rates applicable to each of these, their validity, terms and conditions, payment policies, the billing processes and procedures and the structure within the organization where information and clarification on consumer redress systems for complaints and billing disputes will be available with all their relevant contact numbers;
6. All Service Providers agree to arrange human interface with responsible company executives whose name and identity are made known during the process of disputes resolution in addition to arrangements like Customer Care Service through Call Centers;
7. All service providers agree to inform their subscribers on the reverse of each* bill, their consumer grievance redress process with respect to fault complaints and billing disputes. They also agree to resolve the disputes as per the guidelines of TRAI issued from time to time;
8. All Service Providers agree to provide in their bills related call and tariff details, payment procedures and list of points at which payments can be made by subscribers;
9. All service providers shall render service without discrimination to every citizen as per his eligibility defined below and who undertakes to pay all charges and deposits:

"For the purpose of this clause, a citizen shall be defined as an individual above the age of 18 or an institution, NGO or business/service organization engaged in any activity which is permissible under the laws of the land".
10. All service providers agree to provide their subscribers satisfactory connectivity to their services and interconnectivity to the extent of their respective legal obligation under the relevant interconnection agreement and to ensure that subscribers do not suffer on account of poor service;
11. All service providers agree to levy reconnection charges as per the TTO or waive the same on their own discretion;
12. The subscribers agree to clear all dues within the specified time;
13. All Service Providers agree to achieve the minimum benchmarks prescribed by TRAI with respect to the quality of service and also commit themselves to improve upon the standards of service at different points of time;

Quality of services: Service Benchmarks:

It is our endeavor to meet the following Quality of Service Benchmarks for Cellular Mobile Telephone Service in respect of each specified parameter below:

A Network Service Quality Parameters:

(i) Network Availability		
BTSs Accumulated downtime (not available for service)		≤ 2%
Worst affected BTSs due to downtime		≤ 2%
(ii) Connection Establishment (Accessibility)		
Call Set-up Success Rate (within licensee's own network)		≥ 95%
SDCCH/paging Channel Congestion		≤ 1%
TCH Congestion		≤ 2%
(iii) Connection Maintenance (Retainability)		
Call Drop Rate		≤ 2%
Worst affected cells having more than 3% TCH drop (call drop) rate		≤ 5% upto 31.03.2011 ≤ 3% From 01.04.2011
Connections with good voice quality		≥ 95%
(iv) Point of Interconnection (POI) Congestion (on individual POI) ≤ 0.5%		

B Customer Service Quality Parameters:

(v) Metering and billing credibility – post paid		Not more than 0.1% of bills issued should be disputed over a billing cycle
(vi) Metering and billing credibility -- pre-paid 1000 customers i.e. 0.1% complaints		Not more than 1 complaint per for metering, charging, credit, and validity
(vii) Resolution of billing/ charging complaints Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints		100% within 4 weeks within 1 week of resolution of complaint
(viii) Response Time to the customer for assistance Accessibility of call centre/ customer care Percentage of calls answered by the operators (voice to voice) within 60 seconds		≥ 95% ≥ 90%
(ix) Termination/ closure of service		≤ 7 days
(x) Time taken for refund of deposits after closures		100% within 60 days

TCCPR Regulation 2011: Customer Preference Registration Facility

- a) The subscriber can register his Preference to CPR Facility under (i) Fully blocked category – Stopping of all types of commercial communication (ii) Partially blocked category – Stopping of all commercial communication except SMS in respect of category/ies of Preference indicated by subscriber
- b) Subscriber may exercise his preference by sending SMS “START 0 “ for fully blocked category or SMS START <Category Number> to 1909 for Partially blocked
- c) Categories for receiving Commercial communication through CPR Facility (subject to change / amendment by TRAI/applicable Authority) are 1. Banking, Insurance, Financial products, credits cards 2. Real Estates 3. Education 4. Health 5. Consumer Goods & automobiles 6. Communication, broadcasting, entertainment, IT, 7. Tourism & leisure
- d) The Customer Preference Registration (CPR) facility (as defined by Authority) will be activated within the timeline prescribed by Authority/Law upon receipt of request for such activation of CPR from subscriber.
- e) If the services are being used for telemarketing purposes, the subscriber should get registered as a telemarketer with TRAI. The registration form and guidelines for filing the application are available at TRAI website www.nccprai.gov.in. Further, the telemarketer needs to enter into a service agreement with Aircel separately for sending transactional and commercial communication. Without such registration and agreement, the telemarketing resources shall not be activated. In case the subscriber violates the guidelines issued by TRAI, then the subscriber shall indemnify Aircel for all such loss, costs and expenses. Further, Aircel shall also be entitled to withdraw the services of the subscriber forthwith without any notice.
- f) Any subscriber other than a telemarketer sending UCC would be liable for appropriate action under applicable laws.

Register for DND /NCPR	In case you are facing unwanted calls from Telemarketers, you can register your number national consumer preference registry	1. Call up at 1909 (toll free) 2. Visit nearest Aircel Store 3. Send below SMS to 1909: <u><START> <preference number></u>	1. Call up at 1909 (toll free) 2. Visit nearest Aircel Store 3. Send below SMS to 1909: <u><STOP> <preference number></u>
	In case you want to fully block the telemarketing calls	1. Call up at 1909 (toll free) 2. Visit nearest Aircel Store 3. Send below SMS to 1909: <u><START> 0</u>	1. Call up at 1909 (toll free) 2. Visit nearest Aircel Store 3. Send below SMS to 1909: <u><STOP></u>

Preference Number	Please refer to www.aircel.com for detailed information
1	For Banking, Insurance, Financial products and credit cards
2	For Real Estate
3	For Education
4	For Health
5	For Consumer goods and automobiles
6	For Communication, Broadcasting, Entertainment and IT
7	For Tourism and Leisure
0	All

Mobile Number Portability:

Mobile Number Portability (MNP) is a service offered by all mobile service providers that allows you to switch over to another service provider while retaining your existing mobile phone number. So now you can join the exciting world of Aircel keeping the number you've always had.

We have a mechanism for the purpose of:

- Receiving Short Message Service (SMS) messages from its subscribers requesting for a unique porting code;
- Allocating a unique porting code for each such request and communicating it to the subscriber forthwith through Short Message Service (SMS) message through an automated process; and
- Retaining such unique porting number on its records for the purpose of verification of the porting request of such subscriber to be received eventually by it from the Mobile Number Portability Service provider

Eligibility and Other Conditions

- You are allowed to move to another mobile service provider only after 90 days of the date of activation of your mobile connection or from the date of last porting of your mobile number, whichever is applicable.
- You are allowed to change mobile service provider within the same service area only.
- If you are a postpaid subscriber, please ensure that you have paid all the dues as per your last bill (You will have to sign an undertaking in the Porting Form also).
- If you are a Pre-paid subscriber, please note that the balance amount of talk time, if any, at the time of porting will lapse.
- Porting request cannot be rejected on the following grounds:
 - If the outstanding payment due from the subscriber, in the previous paid bill is less than Rs. 10, which the service provider may include in the subsequent bills of the subscriber without any penal charges
 - On grounds of subsisting contractual obligations except in the case of:
 - The postpaid connection with bundled handset with contractual obligation having exit clause and the subscriber has not complied with the same
 - Corporate connections with contractual obligation having exit clause and the subscriber has not complied with the same

Terms and Conditions (Post Paid)

The Terms and Conditions mentioned herein shall form part of the agreement with the Customer /Subscriber of Aircel Limited/Dishnet Wireless Limited/ Aircel Cellular Limited (“Agreement”) signed by the Subscriber and shall be binding on the Subscriber. This document is an application by the Subscriber, which becomes a legally binding when Services are made available by Aircel and operates concurrently with Aircel’s license to provide telecommunication services including cellular mobile telephone service.

2) DEFINITIONS

- a) “Activation” means commencement of Services provided by the Aircel to the Subscriber, as a Telecom service provider.
- b) “Aircel” means and include “Aircel Limited”/ “Dishnet Wireless Limited”/ “Aircel Cellular Limited” a company incorporated under the Companies Act, 1956, and having its registered office at 5th Floor, Spencer Plaza, 769, Anna Salai, Chennai-600002. Subscriber agrees that Aircel may change the name of company without notice to subscriber.
- c) “Authority” means the Government of India, Ministry of Communication & Information Technologies, Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI), Telecom Dispute Settlement and Appellant Tribunal (TDSAT), the relevant State Government or other statutory and local authorities, Courts, Tribunals etc. as the case may be.
- d) “Customer” means any individual, company, proprietorship or partnership firm or other such person who wants to avail the Services of Aircel.
- e) “Equipment” means any compatible cellular telephone instrument necessary for connecting to the Network in order to avail the Services.
- a) “Network” means Aircel’s telecommunication network as operational from time to time in the concerned service area.
- f) “Services” means the post-paid telecommunication services and other value-added/supplementary services provided by Aircel and specifically opted by the Subscriber or by implication due to usage.
- b) “Subscriber” means any individual, company, proprietorship or partnership firm or other association of persons etc using the Services on realization of Tariff.
- g) This agreement binds the customer and wherever applicable, his heirs, executors, administrators, successors and permitted assigns and benefits Aircel and its successors and assigns.
- h) “Service Area” shall mean the service area for which Aircel has been awarded license by Department of Telecommunication, Government of India.
- i) “SIM” means the Subscriber Identification Module provided by Aircel, which is required by the Subscriber to activate the Services and get connected to the Network.
- j) “Tariff” shall mean all rates including monthly rental, airtime rates, deposits, advances, Activation fees, SIM charges, taxes, levies and duty as applicable from time to time, which shall be in accordance with applicable Tariff of Aircel, Telecom Tariff Order and subject to change as per orders / regulations notified by Authority.
- k) “Value Added Service (Additional service)” mean any Services provided by Aircel or third party vendors, which are chargeable services in addition to voice Services.
- l) Charges-Charges shall include, but not limited to, fees, charges and rates chargeable by AIRCEL for providing its services and additional services, wherever applicable

3) SCOPE

- a) The Services are provided by Aircel by virtue of a license granted by the Department of Telecommunications, Government of India. It is specifically agreed that in the event of any change in the law concerning the Service or any government policy in relation to the Services, any and all such changes and alterations shall be deemed to be applicable to the Services and these terms and conditions shall be deemed to have been amended in accordance with the revised alterations or policies as laid down by Authority.
- b) In case any of the provisions herein become ineffective or beheld to be invalid by Authority, this shall not affect the validity of the remaining provision hereof.
- c) The validity, construction, performance of this Agreement shall be governed by and interpreted in accordance with the laws of India, which includes the Indian Telegraph Act 1885, Indian Wireless Telegraphy Act 1933, the Telecom Regulatory Authority of India Act 1997 and all rules, regulation, notifications made

there under and also all statutory amendments/ modifications/ re-enactments made from time to time & biding precedents. This Agreement is also subject to provisions of local laws as may be made applicable in the respective Service Area in which Aircel is dealing with customers/ subscribers.

- d) Services will be activated only after due verification as prescribed by the competent Authority from time to time. If the documents submitted by the applicant/person desires to become the Subscriber is incomplete and/or, incorrect information has been provided and or misuse of connection & or used for non- bonafide purposes & or non compliance of periodic verification as per competent authorities guidelines, Aircel has the right at its sole discretion to temporary/permanent block Services in line with guidelines/direction of the competent Authority.
- e) Aircel reserves the right to terminate the subscription of any subscriber who is not competent to enter into any contract under the Indian Contract Act 1872.
- f) Aircel's acceptance of payments from a person other than the Subscriber shall not amount that Aircel transferred or modified any of the rights or obligation of the subscriber to any third party.
- g) Subject to the terms and conditions contained herein the value-added/ [VAS] can be availed by Subscriber on payment of applicable Tariff. For activation and deactivation of VAS, the subscriber would be intimated as per the process laid down by the Authority & or by Aircel.
- h) Aircel may enter into mutual commercial agreements for intra service area roaming facilities with other licensed Cellular Mobile Telephone Service Licensees/Unified Access Services Licensees and all such service(s) shall be subject to terms and conditions mentioned herein.

4) OBLIGATIONS OF THE SUBSCRIBER

The Subscriber shall throughout the duration of the Services:

- a) Acknowledge that the SIM provided to the Subscriber at the time of availing subscription is the sole and absolute property of Aircel even after termination of the Services.
- b) The initial Service shall be made available on payment of Activation charges as notified from time to time. In order to avail uninterrupted services the Subscriber has to make payment as and when it becomes due.
- c) Service shall not be used to make foul, profane expressions, impersonate another person with fraudulent or malicious intent, to call another person so frequently or at such times of the day or any other manner so as to annoy, abuse, threaten or harass any third party.
- d) Service shall not be used for any unauthorized purpose in violation of the any relevant law or against public policy or national integrity and security.
- e) Service shall not be used in such a manner as to interfere unreasonably with the use of the Service by one or more other Subscribers or interfere with Aircel's reasonable ability to provide the Services to others.
- f) The Subscriber shall not make any modification or alteration or any reverse engineering or re-assembling to the SIM.
- g) The Subscriber agrees that Aircel shall not be liable or responsible for any alleged fault of any nature in the Equipment.
- h) The Subscriber shall intimate in writing details of change of identity, address or constitution along with valid supporting documents whenever such change takes place. If such change is not intimated/ not acceptable to Aircel, Aircel shall have the right to proceed against the existing Subscriber to recover its due. This does not include any authorized assignment of Services to any third party.
- i) The Subscriber hereby expressly agrees that Aircel has the right to change the terms of providing the Service whether or not such change is necessitated by way of Government directions contained in a letter, memorandum, circular agreement, supplementary license or any order/regulation of Authority.
- j) It is understood that any Subscriber information provided to Aircel will be made available to any statutory and regulatory authority if so required without prior intimation to the Subscriber.
- k) Except for port-in applicant under MNP, the Subscriber shall be allotted a mobile phone number by Aircel, which is and shall always remain the property of Aircel subject to regulation of Authority. The Subscriber cannot transfer or otherwise assign the SIM to any other person/entity.
- l) The Subscriber expressly agrees to give identification details if required by Aircel to unlock his/her SIM or Equipment at the sole option of Aircel.
- m) It will be the sole responsibility of the Subscriber to ensure that the mobile handset used by him/her is compatible with the frequency allotted and the Service, Network, VAS and other Services/Features of Aircel.
- n) In the event of Subscriber roaming outside the Network, he/she shall ensure that the Equipment that he/

she is using is compatible to the frequency of the visiting network. Subscriber understand that under no circumstances, Aircel shall be held responsible for any reason whatsoever, if the Subscriber could not avail the roaming service on account of non-compatibility of the Equipment being used by such Subscriber.

- o) The Subscriber expressly agrees to give identification details if required by Aircel to unlock his/her SIM or Equipment at the sole option of Aircel.
- p) Subscriber can subscribe and/ or unsubscribe for any VAS at any time by calling/sending SMS to a number as allocated or decided by Authority and or by Aircel from time to time or by any other mode as notified by Aircel from time to time.

5) BILLING AND PAYMENT

- a) The bill(s) for the Services or Value Added Services shall be normally dispatched to the Subscriber on monthly basis or as decided by Aircel from time to time pursuant to the rules and regulation of the Authority. The Subscriber expressly agrees that any information intimated to the Subscriber by Aircel through a Value Added Service shall be construed as received and actionable by the Subscriber.
- b) The generated bill shall have such component including but not limited to “Call Charges”, “Processing fee” and “monthly rental”, “Service tax” (which is subject to change). Aircel reserves the right to change or alter at any point of time inter alia the composition of bills details, its billing cycle, grace period for payment, and the period offered for number retention etc without notice to Subscriber.
- c) Payments received after the due date will incur late payment charges as specified in Aircel bill. The call pulse rate and other applicable charges or fee shall be governed by the Rules and Regulation specified by Authority from time to time / or as specified by Aircel in their bill.
- d) Call Charge calculation: For all voice calls (Local, STD, ISD), as soon as a call matures, minimum charges of one (1) pulse become applicable. Pulse is rounded up to generate call units. These call units when multiplied with the pulse rate form the call charges. Short Messaging Service (SMS) is charged on per SMS basis. Each SMS is of a maximum 160 characters (i.e. including blank space, words, numbers, special characters, symbols etc.) and any message beyond 160 characters shall be considered as two (2) or more SMS (as the case may be), and the Subscriber shall be charged for each SMS separately. All fixed charges such as rentals; CLIP (if opted), etc are charged on per month basis by Aircel.
- e) The subscriber agrees to pay all subscription charges, call charges in respect of all calls made/received, VAS charges, supplementary service charges, rental, STD/ISD charges, service tax, license fee, other applicable taxes & duties etc. and other charges payable for the services, without any deduction, set off or withholding, as published and notified by Aircel as per tariff applicable from time to time. The Subscriber shall pay all charges in respect of the service availed by the subscriber.
- f) Notwithstanding as to what is stated in this Agreement, Aircel reserves the right to withdraw/deactivate/terminate the Services if the payment of due bill amount is not made by the due date, if the subscriber exceeds the credit limit then the process of intimation and deactivation would be done as per the procedure laid down by the Authority
- g) Subscriber agrees that any statement or details as to itemized calls furnished by Aircel shall be conclusive proof of the correctness of the amounts and details mentioned therein.
- h) Where a security deposit has been paid, Aircel is entitled to retain it and adjust it as it decides in full or partial satisfaction of any sums due from the Subscriber to Aircel any time. At the end of the subscription period or termination of the Services, provided all sums payable to Aircel have been duly paid by Subscriber, the balance (if any) of the deposit or fee will be repaid to the Subscriber after adjustment by Aircel, if any, and within 60 days of such termination. Failure of Aircel to refund the security deposit to any such previous subscriber within 60 days of Termination, would entitle such previous subscriber to claim simple interest @ 10% per annum on the outstanding security deposit amount until repayment.
- i) Without prejudice to what is stated above, if the Subscriber needs clarification for any statement or details or any part thereof, the Subscriber shall inform Aircel full details of the same in writing within seven (7) days of the receipt of said statement by the Subscriber.
- j) Aircel has a right to predetermine and prefix internally the credit limit to usage of Services availed by the Subscriber. In the event of the Subscriber, having exceeded his/her predetermined credit limit, Subscriber will be responsible to forthwith pay for all the Services availed to avoid disconnection of Service. Subscribers shall be notified by Aircel that their Service usage charges are about to cross the notified credit limit. Aircel further reserves the right to fully or partially disconnect/deactivate the

Subscriber's Services, after notifying, such Subscriber of having exceeded the prescribed credit limit, and on Subscriber's failure to pay for all due Charges, even beyond the stated credit limit. No right is created in favour of the Subscriber if Aircel fails to totally or partially disconnect/deactivate the Subscriber's Services to such increased amount of credit limits in future.

- k) In the event of delayed payment of bills beyond the due date, non-deposit of any applicable fees, charges, deposits, late payment charges or the cheque deposited with Aircel by the subscriber towards the payment of the bill is dishonored etc., Aircel reserves the right to fully or partially deactivate/suspend the services to the subscriber after notifying (by way of an SMS or call intimating the subscriber on the mobile number or any other verbal or written communication etc. and shall be construed as due notice in this regard). In case such disconnection is effected, the subscriber shall apply for reactivation of the service(s) after making due payment(s) as levied by Aircel. Aircel reserves the right to charge for such reactivation at such rates as may be determined by Aircel from time to time. Without prejudice to the generality of the above, it shall be at the discretion of Aircel to allow or refuse such re-activation of services.
- l) Any chargeable events the details of which are not provided when the bill is prepared Aircel reserve the rights to include the same in a subsequent bill (within four months) after the chargeable events occurred. Any details not so presented shall be written off and if significant be counted against the performance for undercharged events. Exceptionally, event details from a separate service provider may be billed up to three months after receipt.
- m) Roaming charges shall be within the prescribed upper limit as stipulated by the Authority from time to time.
- n) While roaming outside the Service Area, the Subscriber can avail all the Value Added Services that the Subscriber has subscribed to with Aircel, provided Aircel or the respective operator network supports the same at such roaming area. Applicable operator specified tariffs would be charged for such services.
- o) No free or discounted SMS/Calls (as the case may be) will be available to subscriber who subscribe or have subscribed to SMS packs/promotional offers on Blackout days. On these days, standard SMS rates shall apply. For details of black out days and charges applicable on SMS and /or voice calls on such days, please visit www.aircel.com
- p) Where the charge is dependent upon duration, the recorded duration shall be measured: (a) Between +1 seconds and -1 second; or (b) Between +0.01% (1:10,000) to -0.02% (1:5,000) whichever is less stringent;
- q) Where the charge is dependent upon the time of day, the time of day shall be recorded to within ± 1 second, traceable to an appropriate time reference; Where the charges are dependent upon the counting of occurrences of a particular type, the count shall be accurate to no more than plus 1/25,000 (0.004%) or minus 1/1,000 (0.1%)
- r) Aircel reserves its right to change the billing cycle

6) LIMITATION OF LIABILITY

- a) Aircel's liability to its Subscribers is limited to in the terms of this Agreement. In any event the maximum overall liability of the Aircel in contract or tort or otherwise, shall be to refund the amount of security deposit, after adjusting the charges due from the subscriber. However, any money paid by the Subscriber shall not create any right in favour of Subscriber until Activation of Service.
- b) Aircel is not liable for any act or omission not attributable to Aircel's personnel, computer system, software, program, process, or electronic system or Equipment and is liable only to the extent of involved access and usage charges for any defect, error or omission attributable to Aircel in the Service rendered.
- c) In no event shall the Aircel, its officers, employees, directors, representatives and assigns be liable for any direct, indirect or consequential damages, cost, expenses or losses of whatever nature including but not limited to loss of profit or loss of business pertaining to the provisions of the Services to the Subscriber.
- d) Aircel is not liable for calls lost or not established due to radio frequency limitations including but not limited to Subscriber leaving the Service Area or entering areas not adequately covered by the Network.
- e) Aircel shall not be responsible for any third party liabilities/ injuries caused by any defect in the Equipment.
- f) In no event whether for breach of warranty, breach of contract, negligence or otherwise shall Aircel be liable for special, incidental or consequential damages, including but not limited to loss of profits or revenues, cost of capital, cost of substitute products, facilities or services, downtime costs, any change or modification of any such computer system, software, program, process, or electronic system in relation to any such data change or claims of Subscribers for such damages.

- g) If a Subscriber reports the loss or theft of the SIM to Aircel, and after due validation of the Subscriber identity, Aircel shall thereafter within reasonable time deactivate the said SIM on the request of subscriber, Subject to validation (as mentioned herein), Aircel may replace the lost SIM with new SIM upon payment of applicable charges by the concerned Subscriber post intimation/FIR to Local Police, as may be determined from time to time. The Subscriber shall remain liable for payment of all applicable charges to Aircel until completion of the above process including telecom service charges towards the usage.
- h) The Aircel shall have the right to transfer, assign, or delegate all or any of its obligation, rights or duties under these terms and conditions to any party. Such transfer, assignments shall release the Aircel from all its liabilities under these terms and conditions. Aircel also reserves the right to provide Services through its agents and franchises.
- i) Any waiver, concession or extra time allowed or granted by Aircel to its Subscriber is limited to the specific circumstances in which it was given and the same shall not affect Aircel's right under this terms and conditions.
- j) Aircel shall not be responsible for any claim against slander arising out of communication sent or received by Subscriber on its Network. Aircel shall also not liable for any infringement or violation of copyrights by the Subscriber or by anyone else using the mobile connection of the Subscriber.
- k) Aircel is not responsible for network or any other issues in the event the network or equipment is shared or taken on rent from another service provider while on Aircel or on a roaming network.

7) FORCE MAJEURE

Aircel shall not be, directly or indirectly, responsible for the break or disruption of Services on account of force majeure circumstances, such as riots, strike and lockouts either in the works and office of Aircel or general strike in the city or in the country, civil disobedience, act of war, flood, tempest, fire, earthquake or any other act of God or policy of the Government, systems failure, network failure, any external network or any cause of whatsoever nature beyond the control of Aircel, making it impossible to render the Services to the Subscriber. However, the Subscriber shall continue to pay all Tariffs as per the terms of this Agreement notwithstanding the force majeure conditions. It is understood by the Subscriber that provision of Services by Aircel is subject to certain external factors and agencies who are actively involved in providing the Services to the Subscriber and Aircel shall not be liable for the same.

8) TERMINATION

- a) Aircel is entitled to, without any liability whatsoever to refuse, limit, suspend, vary or disconnect the Service, in whole or in part, at any time, in its sole discretion, with respect to one/all Subscribers, for any reason which is found reasonable by Aircel, which does not contravenes the direction/guidelines of DoT/ TRAI including, but not limited to the following:
- b) Governments rules, regulations, orders, directions, notifications of Authority, etc. including changes thereto prohibiting and/or suspending the rendering of such Services.
- c) Transmission limitations caused by topographical, geographical, atmospheric, hydrological and, or, mechanical conditions.
- d) During technical failure, modification, up-gradation, or variation, re-location, repair and, or, maintenance of the network/equipments.
- e) To combat potential fraud, sabotage, willful destruction, etc.
- f) If Services are used in any manner, which violates any law etc., adversely affects, or intervenes in any manner, the rendering of Services by Aircel.
- g) Any discrepancy/incorrect particulars provided by the Subscribers in the Agreement.
- h) Breach of any term or conditions stated herein by the Subscriber.
- i) Due to problems arising on account of interconnection between Aircel and other telecom service providers.
- j) Any other reason, which is found to be reasonable by Aircel warranting suspension/disconnection.
- k) The Subscriber may make request for disconnection and Aircel shall terminate the Services as per the directions of the Authority.

9) MISCELLANEOUS

- a) Privacy of communication is subject to government regulation, terms of the license agreement and other statutory and regulatory factors. Aircel may be required to disclose any information or particulars pertaining to the subscriber to any authority, statutory or otherwise, including but not limited to any security agency and reserves the right to comply with the directions of such authorities at its direction and without intimating the subscriber.
- b) The Subscriber expressly waives notice from Aircel for the following: (i) to suspend the Services; (ii) to disconnect the Subscriber from the Services and Network (iii) to change Tariff.
- c) Aircel reserves the right to modify/ alter / amend or change all or any of the terms and conditions of this Agreement without notice, or by a written notice addressed by Aircel to the last address given by the Subscriber, at its sole discretion.
- d) Any dispute shall be subject to the jurisdiction of the courts respective telecom circle to which the SIM/ mobile number belongs.
- e) The Subscriber shall indemnify and keep indemnified Aircel against all loss, damages, and claims, actions that are initiated against Aircel for any act or omission by the Subscriber in utilizing the Services of Aircel under this Agreement.
- f) Jurisdiction: "The validity, construction and performance of this CEF shall be governed by and interpreted in accordance with the laws of Republic of India. Only the Courts at Delhi shall have exclusive jurisdiction in respect of the subject matter of the CEF".

10) Customer Preference Registration Facility

- a) The subscriber can register his Preference to CPR Facility under (i)Fully blocked category –Stopping of all types of commercial communication (ii)Partially blocked category–Stopping of all commercial communication except SMS in respect of category/ies of Preference indicated by subscriber
- b) Subscriber may exercise his preference by sending SMS "START 0 " for fully blocked category or SMS START <Category Number> to 1909 for Partially blocked
- c) Categories for receiving Commercial communication through CPR Facility (subject to change / amendment by TRAI/applicable Authority)are 1.Banking, Insurance, Financial products, credits cards 2.Real Estates 3.Education 4.Health 5.Consumer Goods & automobiles 6.Communication, broadcasting, entertainment, IT, 7.Tourism & leisure
- d) The Customer Preference Registration (CPR) facility (as defined by Authority) will be activated within the timeline prescribed by Authority/Law upon receipt of request for such activation of CPR from subscriber.
- e) If the services are being used for telemarketing purposes, the subscriber should get registered as a telemarketer with TRAI. The registration form and guidelines for filing the application are available at TRAI website www.nccptrai.gov.in. Further, the telemarketer needs to enter into a service agreement with Aircel separately for sending transactional and commercial communication. Without such registration and agreement, the telemarketing resources shall not be activated. In case the subscriber violates the guidelines issued by TRAI, then the subscriber shall indemnify Aircel for all such loss, costs and expenses. Further, Aircel shall also be entitled to withdraw the services of the subscriber forthwith without any notice.
- f) Any subscriber other than a telemarketer sending UCC would be liable for appropriate action under applicable laws.

Terms and Conditions (Pre Paid)

The Terms and Conditions mentioned herein shall form part of the agreement with the Customer /Subscriber of Aircel Limited/Dishnet Wireless Limited/ Aircel Cellular Limited (“Agreement”) signed by the Subscriber and shall be binding on the Subscriber. This document is an application by the Subscriber, which becomes legally binding when Services are made available by Aircel and operates concurrently with Aircel’s license to provide telecommunication services including Cellular Mobile Telephone Service.

2) DEFINITIONS

- m) “Activation” means commencement of Services provided by the Aircel to the Subscriber, as a Telecom service provider.
- a) “Aircel” means and include “Aircel Limited”/ “Dishnet Wireless Limited”/ “Aircel Cellular Limited” a company incorporated under the Companies Act, 1956, and having its registered office at 5th Floor, Spencer Plaza, 769, Anna Salai, Chennai-600002. Subscriber agrees that Aircel may change the name of company without notice to subscriber.
- b) “Authority” means the Government of India, Ministry of Communication & Information Technologies, Department of Telecommunication (DoT), Telecom Regulatory Authority of India (TRAI), Telecom Dispute Settlement and Appellant Tribunal (TDSAT), the relevant State Government or other statutory and local authorities, Courts, Tribunals etc. as the case may be.
- c) “Customer” means any individual, company, proprietorship or partnership firm or other such person who wants to avail the Services of Aircel.
- d) “Equipment” means any compatible cellular telephone instrument necessary for connecting to the Network in order to avail the Services.
- e) “Network” means Aircel’s telecommunication network as operational from time to time in the concerned service area.
- f) “Re-charge Voucher” or “RCV” means the mobile recharge coupons which are pre-loaded with Talktime/ Validity/Tariff reduction etc. and normally are available as scratch cards (physical recharge coupons) or electronic recharge (Easy recharge). Every coupon carries an alpha or numeric code, which is retrieved by the Subscriber on scratching the card. This code can be used by the Subscribers to recharge their pre-paid Services. The RCV can be available either electronically or in the form of the above-mentioned physical printed scratch cards/coupons at the discretion of Aircel.
- g) “Services” means the pre-paid telecommunication services and other value-added/supplementary services provided by Aircel and specifically opted by the Subscriber or by implication due to usage.
- h) “Service Area” shall mean the service area for which Aircel has been awarded license by Government of India.
- i) “Subscriber” means any individual, company, proprietorship or partnership firm or other association of persons etc using the Services on realization of Tariff.
- j) “SIM” means the Subscriber Identification Module provided by Aircel which is required by the Subscriber to activate the Services and get connected to the Network.
- k) “Tariff” shall mean all rates including validity, airtime rates, talk time value, processing fee, advances, activation fees, SIM charges, taxes, levies and duty as applicable from time to time which shall be in accordance with applicable Tariff of Aircel, Telecom Tariff Order and subject to change as per orders / regulations notified by Authority.
- l) “Value Added Service (Additional service)” mean any Services provided by Aircel or third party vendors, which are chargeable services in addition to voice Services.
- m) Charges-Charges shall include, but not limited to, fees, and rates payable to AIRCEL for utilizing services and additional service availed by the subscriber of Aircel.

3) SCOPE

- a) The Services are provided by Aircel by virtue of a license granted by the Department of Telecommunication, Government of India. It is specifically agreed that in the event of any change in the law concerning the Service or any government policy in relation to the Services, any and all such changes and alterations shall be deemed to be applicable to the Services and these terms and conditions shall be deemed to have been amended in accordance with the revised alterations or policies as laid down by Authority

- b) In case any of the provisions herein become ineffective or beheld to be invalid by Authority, this shall not affect the validity of the remaining provision hereof.
- c) The validity, construction, performance of this Agreement shall be governed by and interpreted in accordance with the laws of India, which includes the Indian Telegraph Act 1885, Indian Wireless Telegraphy Act 1933, the Telecom Regulatory Authority of India Act 1997 and all rules, regulation, notifications made there under and also all statutory amendments/ modifications/ re-enactments made from time to time & biding precedents. This Agreement is also subject to provisions of local laws as may be made applicable in the respective Service Area in which Aircel is dealing with customers/ subscribers.
- d) Services will be activated only after due verification as prescribed by the competent Authority from time to time. If the documents submitted by the applicant/person desires to become the Subscriber is incomplete and/or, incorrect information has been provided and or misuse of connection & or used for non- bonafide purposes & or non compliance of periodic verification as per competent authorities guidelines, Aircel has the right at its sole discretion to temporary/permanent block Services in line with guidelines/direction of the competent Authority.
- e) Aircel reserves the right to verify information provided by the Subscriber and to reject the Application for providing the Services for any reason as per guidelines of the Authority.
- f) Subject to the Terms & Conditions contained herein, the Value-Added Services (VAS) service can be availed on payment of applicable Tariff. Subscribers shall not be entitled to any grace period for VAS RCV. For activation and deactivation of VAS, the subscriber would be intimated as per the process laid down by the Authority &/ or Aircel.
- g) Aircel reserves the right to terminate the subscription of any Subscriber who is not competent to enter into any contract under the Indian Contract Act 1872.
- h) Aircel may enter into mutual commercial agreements for intra Service Area roaming facilities with other licensed Cellular Mobile Telephone Service Licensees/Unified Access Services Licensees and all such Service(s) shall be subject to terms and conditions mentioned herein.

4) OBLIGATIONS OF THE SUBSCRIBER

The Subscriber shall throughout the duration of the Services:

- a) Acknowledge that the SIM provided to the Subscriber at the time of availing the subscription is the sole and absolute property of Aircel even after termination of the Services.
- b) The initial Service shall be activated on recharge with appropriate RCV as notified from time to time. To be able to continue to avail the Service the Subscriber has to recharge his/her subscription with an RCV of denomination of his/her choice.
- c) The RCV shall have such component including but not limited to “Call time” “Processing fee” and “Validity” “Service tax” (which is subject to change) Aircel reserves the right to change or alter at any point of time inter alia the composition of RCV, its validity period, grace period, period to carry forward unused balance and the period offered for number retention etc.
- d) Once the validity of the card expires, the Subscriber gets a grace period as determined by Aircel. The Services shall be deactivated when the grace period expires. De activation means that all incoming and outgoing calls/ data/SMS are barred. However, if the card is recharged before expiry of the grace period, the residual value shall be carried forward to the next validity period counted from the date of recharge. In case the card is not recharged before the expiry of the aforesaid period, any residual value shall lapse immediately. If the Subscriber does not recharge the card within the said grace period, the subscription stands cancelled. Aircel shall not refund the residual value left on the Aircel Prepaid Card to the Subscriber after the grace period is over.
- e) The details of the charge-able events made or services used by Subscriber can be made available to such Subscriber only upon request and payment of prescribed fee, may be fixed by Aircel, and within the guidelines of the Authority.
- f) The Subscriber may, call Aircel’s Interactive Voice Response System (IVRS) system in order to know the balance airtime value available for his/ her mobile connection with Aircel.
- g) Service shall not be used to make foul, profane expressions, impersonate another person with fraudulent or malicious intent, to call another person so frequently or at such times of the day or any other manner so as to annoy, abuse, threaten or harass any third party.
- h) Service shall not be used for any unauthorized purpose in violation of the law or against public policy or national integrity and security.
- i) Service shall not be used in such a manner as to interfere unreasonably with the use of the Service by one or more other Subscribers or interfere with Aircel’s reasonable ability to provide the Services to others.

- j) The Subscriber shall not make any modification or alteration or any reverse engineering or re-assembling to the SIM.
- k) The Subscriber agrees that Aircel shall not be liable or responsible for any alleged fault of any nature in the Equipment.
- l) The Subscriber shall intimate in writing details of change of address or constitution whenever such change takes place, such change shall be supported by valid proof of documents as intimated by Authority from time to time. If such change is not intimated or not acceptable to Aircel, Aircel shall have the right to proceed against the existing Subscriber to recover its due.
- m) The Subscriber hereby expressly agrees that Aircel has the right to change the terms of providing the Service whether or not such change is necessitated by way of Government directions contained in a letter, memorandum, circular agreement, supplementary licence subject to same been in accordance with the rules, orders, directions and regulation of Authority.
- n) Subscriber can subscribe and/ or unsubscribe for any VAS at any time by calling/sending SMS to a number as allocated or decided by Authority and or by Aircel from time to time or by any other mode as notified by Aircel from time to time. Further subscriber can also unsubscribe any VAS at any time by calling/ sending SMS to a number allocated by the Authority.
- o) It is understood that any Subscriber information provided to Aircel will be made available to any statutory and regulatory authority if so required without prior intimation to the Subscriber.
- p) Except for port-in applicant under MNP, the Subscriber shall be allotted a mobile phone number by Aircel which is and shall always remain the property of Aircel subject to regulation of Authority. The Subscriber cannot transfer or otherwise assign the SIM to any other person/entity.
- q) The Subscriber expressly agrees to give identification details if required by Aircel to unlock his/her SIM or Equipment at the sole option of Aircel.
- r) It will be the sole responsibility of the Subscriber to ensure that the equipment used by him/her is compatible with the frequency allotted and the Service, Network, Value Added and other Services/Features of Aircel.

5) PAYMENTS AND CHARGES

- a) The actual call usage value, recharge dates, RCV values, validity period, grace period etc. as per the records of Aircel shall be treated as correct and final and shall be binding on the Subscriber. The Service restrictions shall be carried out on the basis of the said, validity and grace period as the case may be.
- b) In respect of any Service or feature which is initially or at any stage offered free of charge for certain period, Aircel, after the expiry of such period, may charge the subscriber for such services upon receiving consent from the Subscriber and same shall be adjusted from the balance talk value of the Subscriber.
- c) No free or discounted SMS/Calls (as the case may be) will be available to subscriber who subscribe or have subscribed to SMS packs/promotional offers on Blackout days. On these days, standard SMS rates shall apply. For details of black out days and charges applicable on SMS and /or voice calls on such days, please visit www.aircel.com
- d) Any increase / addition / introduction in taxes and / or levy of any taxes, levies, duties or any other statutory charges etc. (present/future) shall be deducted from the Subscriber's account.
- e) The RCV/balance is non-refundable for cash and non-transferable in case of suspension or termination of the Services. However under circumstances where the Subscriber converts to a post-paid connection of Aircel the remaining balance of prepaid subscription may be carried forward to such post paid subscription.
- f) In the event of Subscriber roaming outside the Network, he/she shall ensure that the equipment that he/she is using is compatible to the frequency of the visiting network. Under no circumstances, Aircel shall be held responsible for any reason whatsoever, if the Subscriber could not avail the roaming service on account of non-compatibility of the equipment/ device being used.
- g) Call Charge calculation: For all voice calls (Local, STD, ISD), as soon as a call matures, minimum charges of one (1) pulse become applicable. Pulse is rounded up to generate call units. These call units when multiplied with the pulse rate form the call charges. Short Messaging Service (SMS) is charged on per SMS basis. Each SMS is of a maximum 160 characters (i.e. including blank space, words, numbers, special characters, symbols etc.) and any message beyond 160 characters shall be considered as two (2) or more SMS (as the case may be), and the Subscriber shall be charged for each SMS separately.
- h) Any chargeable events the details of which are not provided / charged, Aircel reserve the rights to include the same as a bill (within four months) after the chargeable events occurred. Any details not so presented shall be written off and if significant be counted against the performance for undercharged events.

Exceptionally, event details from a separate service provider may be billed up to three months after receipt.

- i) Roaming charges shall be within the prescribed upper limit as stipulated by the Authority from time to time.
- j) While roaming outside the Service Area, the Subscriber can avail all the Value Added Services that the Subscriber has subscribed to with Aircel, provided Aircel or the respective operator network supports the same at such roaming area. Applicable operator specified tariffs will be charged for such services.

6) LIMITATION OF LIABILITY

- a) Aircel's liability to its Subscribers is limited to the terms of this Agreement.
- b) Aircel is not liable for any act or omission not attributable to Aircel's personnel, computer system, software, program, process, or electronic system or Equipment and is liable only to the extent of involved access and usage charges for any defect, error or omission in the Service rendered.
- c) Aircel is not liable for calls lost or not established due to radio frequency limitations including but not limited to Subscriber leaving the Service Area or entering areas not adequately covered by the Network.
- d) In no event shall the Aircel, its officers, employees, directors, representatives and assigns be liable for any direct, indirect or consequential damages, cost, expenses or losses of whatever nature including but not limited to loss of profit or loss of business pertaining to the provisions of the Services to the Subscriber.
- e) Aircel shall not be responsible for any third party liabilities/ injuries caused by any defect in the Equipment.
- f) In no event whether for breach of warranty, breach of contract, negligence or otherwise shall Aircel be liable for special, incidental or consequential damages, including but not limited to loss of profits or revenues, cost of capital, cost of substitute products, facilities or services, downtime costs, any change or modification of any such computer system, software, program, process, or electronic system in relation to any such data change or claims of Subscribers for such damages.
- g) If a Subscriber reports the loss or theft of the SIM to Aircel, and after due validation of the Subscriber identity, Aircel shall thereafter within reasonable time deactivate the said SIM on the request of subscriber, Subject to validation (as mentioned herein), Aircel may replace the lost SIM with new SIM upon payment of applicable charges. It is obligatory on the subscriber to intimate such SIM loss to Local Police, within reasonable time.
- h) The Aircel shall have the right to transfer or assign or delegate all or any of its obligation, rights or duties under these terms and conditions to any party. Such transfer, assignments shall release the Aircel from all its liabilities under these terms and conditions. Aircel also reserves the right to provide Services through its agents and franchises.
- i) Any waiver, concession or extra time allowed or granted by Aircel to its Subscriber is limited to the specific circumstances in which it was given and the same shall not affect Aircel's right under this terms and conditions.
- j) Aircel shall not be responsible for any claim against slander arising out of communication sent or received by Subscriber on its Network. Aircel shall also not liable for any infringement or violation of copyrights by the Subscriber or by anyone else using the mobile connection of the Subscriber.

7) TERMINATION

Aircel is entitled to, without any liability whatsoever to refuse, limit, suspend, vary or disconnect the Service, in whole or in part, at any time, in its sole discretion, with respect to one/all Subscribers, for any reason which is found reasonable by Aircel, which does not contravenes the direction/guidelines of DoT/ TRAI including, but not limited to the following:

- a) Governments rules, regulations, orders, directions, notifications of Authority etc. including changes thereto prohibiting and/or suspending the rendering of such Services.
- b) Transmission limitations caused by topographical, geographical, atmospheric, hydrological and, or, mechanical conditions.
- c) During technical failure, modification, up-gradation, or variation, re-location, repair and, or, maintenance of the network/equipments.
- d) To combat potential fraud, sabotage, willful destruction, etc.
- e) If Services are used in any manner, which violates any law etc. or adversely affects or intervenes in any manner, the rendering of Services by Aircel.
- f) Any discrepancy/incorrect particulars provided by the Subscribers in the Agreement.

- g) Breach of any term or conditions stated herein by the Subscriber.
- h) Due to problems arising on account of interconnection between Aircel and other telecom service providers.
- i) Any other reason, which is found to be reasonable by Aircel warranting suspension/disconnection.
- j) The Subscriber may make request for disconnection and Aircel shall terminate the Services as per the applicable directions of the Authority or Law Enforcement Authority.

8) FORCE MAJEURE

- a) Aircel shall not be, directly or indirectly, responsible for the break or disruption of Services on account of force majeure circumstances, such as riots, strike and lockouts either in the works and office of Aircel or general strike in the city or in the country, civil disobedience, act of war, flood, tempest, fire, earthquake or any other act of God or policy of the Government, systems failure, network failure, any external network or any cause of whatsoever nature beyond the control of Aircel, making it impossible to render the Services to the Subscriber. However, the Subscriber shall continue to pay all charges/Tariff as per the terms of this Agreement notwithstanding the force majeure conditions. It is understood by the Subscriber that provision of Services by Aircel is subject to certain external factors and agencies who are actively involved in providing the Services to the Subscriber and Aircel shall not be liable for the same.

9) MISCELLANEOUS

- a) Privacy of communication is subject to government regulation, terms of the license agreement and other statutory and regulatory factors. Aircel may be required to disclose any information or particulars pertaining to the subscriber to any authority, statutory or otherwise, including but not limited to any security agency and reserves the right to comply with the directions of such authorities at its direction and without intimating the subscriber.
- b) Aircel reserves the right to modify/ alter / amend or change all or any of the terms and conditions of this Agreement subject to it being in accordance with the directions, guidelines of the Authorities
- c) Any dispute shall be subject to the jurisdiction of the courts in respective telecom circle to which the SIM/ mobile number belongs.
- d) The Subscriber shall indemnify and keep indemnified Aircel against all loss, damages, and claims, actions that are initiated against Aircel for any act or omission by the Subscriber in utilizing the Services of Aircel under this Agreement.
- e) Jurisdiction: "The validity, construction and performance of this CEF shall be governed by and interpreted in accordance with the laws of Republic of India. Courts at Delhi shall have exclusive jurisdiction in respect of the subject matter of the CEF".

10) Customer Preference Registration Facility

- a) The subscriber can register his Preference to CPR Facility under (i)Fully blocked category –Stopping of all types of commercial communication (ii)Partially blocked category-Stopping of all commercial communication except SMS in respect of category/ies of Preference indicated by subscriber
- b) Subscriber may exercise his preference by sending SMS "START 0 " for fully blocked category or SMS START <Category Number> to 1909 for Partially blocked
- c) Categories for receiving Commercial communication through CPR Facility (subject to change / amendment by TRAI/applicable Authority)are 1.Banking, Insurance, Financial products, credits cards 2.Real Estates 3.Education 4.Health 5.Consumer Goods & automobiles 6.Communication, broadcasting, entertainment, IT, 7.Tourism & leisure
- d) The Customer Preference Registration (CPR) facility (as defined by Authority) will be activated within the timeline prescribed by Authority/Law upon receipt of request for such activation of CPR from subscriber.
- e) If the services are being used for telemarketing purposes, the subscriber should get registered as a telemarketer with TRAI. The registration form and guidelines for filing the application are available at TRAI website www.nccptrai.gov.in. Further, the telemarketer needs to enter into a service agreement with Aircel separately for sending transactional and commercial communication. Without such registration and agreement, the telemarketing resources shall not be activated. In case the subscriber violates the guidelines issued by TRAI, then the subscriber shall indemnify Aircel for all such loss, costs and expenses. Further, Aircel shall also be entitled to withdraw the services of the subscriber forthwith without any notice.
- f) Any subscriber other than a telemarketer sending UCC would be liable for appropriate action under applicable laws.

