

MTNL TERMS & CONDITIONS

INTRODUCTION TO THE AGREEMENT

An agreement is formed between the subscriber named overleaf (hereinafter referred to as the Subscriber) and Mahanagar Telephone Nigam Limited (hereinafter referred to as MTNL) a company registered under the Companies Act 1956, having its registered office at Mahanagar Door Sanchar Sadan 9, CGO Complex, New Delhi- 110003 when the form overleaf or some other former order (e.g. mail order, fax etc.) has been signed/sent by or on behalf of the Subscriber and MTNL has accepted the same, when used in these conditions.

Subscriber Equipment"	Means Subscriber's GSM Mobile telephone equipment as described in the Agreement.
"Network"	Means the MTNL GSM Network.
"Services"	Means the services that enable the Subscriber when using Subscriber Equipment to have two way communications over the network and other additional related services if specifically entered into with the Subscriber.
"Tariff"	Means and includes the agreed Tariff schedule and all rate related conditions, related fees and service charges under the Tariff schedule as notified and published by MTNL from time to time.
"Sim"	Means a Subscriber Identification Module being a card or Microchip programmed with data which it used to gain access to network.

1. PERIOD OF AGREEMENT

1.1 The Agreement period shall run in concurrence with Licence agreement between the Department of Telecommunications, Ministry of Communications, Government of India and MTNL for the operation of Basic Telephone Service in Delhi and Mumbai and the licensed geographical areas subject to terms of this Agreement.

2. COMMENCEMENT

2.1 Agreement commences upon MTNL activating the SIM card and continues subject to other terms, as per plan(s)/Scheme(s)/Services(s) chosen by subscriber and operates concurrently with MTNL licence to provide services. Any money paid by the subscriber shall not create any right in favour of subscriber until activation in addition, MTNL reserved the right to seek/verify financial and other information from subscriber's Bankers/Credit providers and such other sources and reserves the right to reject subscription even after activation for any reason without liability.

2.2 Subscriber represents that he has been fully informed about the cellular mobile telephone services provided by MTNL, its specifications, requirements, limitations etc. and has only thereupon signed this agreement.

2.3 MTNL hereby makes it explicit that it does not guaranty for the hundred percent network coverage of the entire service area. In view of the aforesaid and otherwise the customer shall always be responsible to check and verify in details the network coverage of MTNL GSM network at the time of soliciting the subscription as well as at the time of going out of the home network to ascertain the availability of the service in the area where he/she intended to use the said services.

2.4 MTNL shall be at liberty to provide the services under any brand name including "TRUMP"

3. SERVICES

3.1 The subscriber shall be provided SIM card sling with PIN (subscriber's security code) And a personalized Telephone Number (which can be changed by MTNL at any time) to enable the subscriber to use MTNL services upon acceptance within MTNL System operating range in the local area covered by NCT of Delhi and the licensed geographical areas.

3.2 The SIM card, and the personalized Telephone Number shall be the sole property of MTNL and shall be refunded by subscriber(s) upon termination/ determination. Thereof and/or temporary suspension of services.

3.3 For change/addition/deletion of any feature/supplementary services/scheme/plan, subscriber shall fill up the requisite form and be bound by the additional terms thereof. Any change or withdrawals from any supplementary services etc. shall not entitle the subscriber to any refund or adjustment of the money already paid, billed under the additional terms.

3.4 Subscriber cannot use the service for any unlawful or illegal purposes, or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting/ infringing national interest nor create any damage or risk to MTNL or its network and/or other subscribers. MTNL reserves the right to disconnect service at its sole discretion on any such event.

3.5 Service quality, functionality availability and/or reliability may be affected and/or MTNL is entitled to, without any liability, refuse limit, suspend, vary, disconnect and/or interrupt the service, in whole or in part at any time, at its sole discretion, with respect to one/all subscriber(s) without any notice for any reason and/or due to various factors including but not limited to: Government's/TRAI's rules, Regulation, Orders, Directives, Notification etc. Including changes thereto.

3.6 Privacy of communication is not guaranteed and is subject to Government's Regulation and such other factors. MTNL is entitled to change, vary, add, withdraw any services/ supplementary Services/Scheme/Plans etc. and/or to vary the terms and charges at any time, at its sole discretion. The Rates/ Charges may also change as per the directives of TRAI from time to time.

3.7 MTNL will provide best effort service in roaming.

4. SUSPENSIONS DISCONNECTIONS

4.1 MTNL may at any time suspend the Services wholly or partially and/or disconnect any SIM card the Network for any reason which is found to be reasonable by MTNL including any of the following circumstances.

4.2 Due to any discrepancy noted in the material particulars provided in the Subscriber Agreement Form

including addwss confirmation.

4.3 During Technical failure modification or repair or testing of the Network.

4.4 MTNL reserves the right to totally or partially disconnect the Subscriber connection or to put him on local calling facility, with or without notifying him in the case of non-payment of dues within its due date.

4.5 When this Agreement is violated owing to any reason in consonance with the terms of this Agreement.

4.6 Any other reason which is found to be reasonable by MTNL warranting suspension/ disconnection.

5. LIABILITY

5.1 MTNL will not be liable to the Subscriber for any loss of business profit revenue or goodwill anticipated savings use or contracts or for any indirect or consequential loss however it arises.

5.2 MTNL shall not be liable for any delayed activation.

5.3 MTNL will not be liable for any dealings of the Subscriber with any party that is not authorized by MTNL to deal on its behalf.

5.4 No warranties, representations, guarantee or undertakings are given by MTNL which are not specifically mentioned therein.

5.5 MTNL will not be under any liability for the Agreement or for any other failure to carry out its duties and obligations outside the MTNL's control such as atmospheric conditions, physical features (e.g. bridges and buildings) and the proximity of the stations. Acts of God etc. and any other force majeure conditions due to which the services are affected.

5.6 MTNL is not responsible for the acts of Franchisees/ Business Associates/ Distributors/ Channel Partners/ Dealers/ Retailers with regard to schemes which are not authorized by MTNL or which are purported to have been offered on behalf of MTNL without the letter's sanction.

5.7 A SIM is provided for the subscriber's use in order to gain access to "GSM" network. It is the subscriber's responsibility to keep these secure as MTNL is not liable for any loss or any liability incurred by the Subscriber resulting from the unauthorized use. In case of loss of SIM card by the Subscriber, the same should be reported to MTNL at the earliest. The issuance of a new SIM card shall entail charges as set out in the Tariff Schedule from time to time.

5.8 The SIM card remains the constructive property of MTNL in the hands of the subscriber. The same shall be returnable to MTNL on Severance/ Suspension of subscriber relationship for any reason whatsoever as per terms & conditions. MTNL is not responsible for any defect in the SIM Card after an expiry of 6 months from the date of purchase Beyond this period subscriber will have to obtain new SIM Card after paying requisite charges.

6. SALE TRANSFER

6.1 MTNL connection/SIM Card shall be non-transferable in nature and any private transfer effected by the Subscriber shall not absolve the Subscriber of his primary duty towards MTNL for usage charges levied pertaining to such particular connections/ SIM Card.

6.2 Just Because MTNL accepts payment from a person other than the Subscriber this does not mean that MTNL has accepted that any of the rights or obligations of the Subscriber have been transferred or modified.

7. DISPUTE & RESOLUTION

7.1 In case of any dispute the matter will be referred to the sole arbitration of concerned Chief General Manager of his nominee and will be governed by the provisions of Arbitration & Cancellation Act 1996.

8. ENDING THE AGREEMENT

8.1 The Subscriber may end the Agreement period by giving MTNL not less than 30 days notice to end it but such a notice cannot bring the Agreement period to an end unless and until charges pertaining to the particulars of the connection and all the services obtained as per tariff have been duly discharged. It shall be obligatory for the Subscriber to make full payments of his dues before any termination is effective from the Subscriber's side.

8.2 MTNL may terminate the Agreement Period at any time without giving notice and without assigning any reason if there is breach of any terms of this agreement. In all other cases the agreement may be terminated by MTNL at its discretion by giving reasonable notice to Subscriber in such form as may be decided by MTNL.

9. OTHER MATTERS

9.1 Any notice requires to be given by the Subscriber to MTNL shall be given in writing to the General Manager (Mobile Services) at the designated address.

9.2 Where two or more persons constitute the Subscriber their liability is joint and several.

9.3 This agreement is amenable to the jurisdiction of Delhi Courts only.

9.4 The scope of the Cellular Services is governed by the Statutory Guidelines issued by the Telecom Regulatory / Authorities & Govt of India within the parameters of License Agreement executed with Ministry of Communications, Govt. of India. The cellular phone services are governed by the Telegraph Act 1885 as amended from time to time.

9.5 The Customer hereby understands and accepts that any change in tariff or related terms and conditions scheme etc. communicated inter-alia through SMS or USSD shall be a valid and proper intimation.

9.6 Under no circumstances, the details of calls made from or received on the MTNL pre-paid card shall be made available to the customer. The customer agrees that MTNL need not entertain any such correspondence / calls in this regard. The customer may however call MTNL's IVR system in order to know the residual value of its card.

9.7 For postpaid services amount paid in excess of Rs 1000 against a bill shall be treated as security deposit refundable in subsequent bills.

Pre Paid Plans :- 92 plan , 97 plan 123 plan 127 plan

Post Paid Plans :- Vidyarthi Plan, Pay per Second Plan, Jeewan Sathi,

Signature of Customer with date

ABRIDGED CITIZEN CHARTER

Regd. Office MAHANAGAR TELEPHONE NIGAM LIMITED

WIRELESS SERVICES, 3rd Floor 9, CGO Complex Doorsanchar Sadan New Delhi- 110003

MTNL offers its services to all entities of two metro cities of Delhi and Mumbai. Consumers can give their feedback and suggestions for further improvement in the services to 1503@bol.net.in MTNL is providing GSM 3G mobile Services in Dolphin as postpaid, Trump as prepaid and 3G DATA services our Wireless Telecom services are offered subject to:

(I) The Services are for bonafide use of the customer/his family/organization. (II) Any Person, including foreign national with valid passport, can apply for a telecom service. (III) The Subscriber shall not allow use of the telecom service offered to him for any unlawful activity. (IV) MTNL cannot be held responsible for any deficiency or interruption in service due to reasons beyond its control. (V) MTNL at its sole discretion may revise the tariff rate subject to TRAI regulations.

Right of Consumers :- (A). To select operator of their choice (B) To get information regarding tariff. (C) _____ To get refund of security deposit within 60 days of request.

General Information Number & Consumer Care Number for GSM mobile service - Toll Free numbers 1503/1800111503 MTNL ensures prompt rectification of any complaint booked through its consumer care number. However, consumers may wish to appeal to appellate authority in case you still have your problem unsolved timely. Email id of appellate authority is appauthmtnlws@bol.net.in