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Tashi InfoComm Limited

Toll Free Application Form

Client Information

Date: DD / MM/ YYYY

Name of Organization / Individual /

Mobile No: Alternate mobile No..... Phone No:

Email Id for bill:

Address:

.....

Service Details

Short Code No: _ _ _ _

Toll Free: Yes No

Toll free backend no: Backend number with TashiCell Back end with Bhutan Telecom

Backend No: _ _ _ _ _

Outgoing Call Facility: Yes No

For Outgoing call facility: Monthly bill will be sent to client's email in addition as per standard TashiCell call charges.

I/We hereby declare that all the information provided are true and correct. I declare that I have read, understood and agree to the terms and conditions of service printed overleaf. I/We also agree that the undersigned, duly authorized hereto by their respective institution or individuals.

Affix
Legal
Stamp

Signature of Applicant on Legal Stamp

Name:
mobile No:
Designation:

Billing Details (FOR OFFICE USE ONLY)

Short Code Rental

Short Code: _ _ _ _

Short code type: Standard Gold Platinum

Short code rental amount Nu:

Toll Free Rental

Tollfree monthly charge will depend on backend number.

Tollfree rental not applicable:

Toll free backend no: Backend number with TashiCell Back end with BT

For actual cost of Toll free and short code please refer charges and rate at the end of this page.

For short code without outgoing call facility monthly rental of Nu 300 **shall not** be charged for postpaid SIM instead a separate rental is applicable depending on type of short (Refer Annexure I of agreement)

For short Code with outgoing call facility monthly rental of Nu 300 is applicable for postpaid SIM in additional to separate rental of short.

For Outgoing Call facility: Normal call tariff is applicable.



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Terms and conditions.

1. DEFINITION

- 1.1 "Short Code" shall mean the creation and allocation of unique number identifier that Client's customers can dial to avail the serviced provided by the Client. The Short Code shall be four digits in length and be routable in TICL's network.
- 1.2 "Voice Calls" shall mean voice traffic to be terminated on the Short Code allocated to the client by TICL.
- 1.3 "SMS" shall mean SMS originated by subscribers of TICL and terminated on the Client's application behind the Short Code.
- 1.4 "Toll Free" shall mean the free termination of calls or SMS originated by TICL subscribers on the Short Code allocated to the Client.
- 1.5 "Services" shall mean the voice and/or short text messaging services used by Client's customers to interact with the agents or applications hosted by the Client to support its customers.

2. SCOPE

That this contract shall be limited to the creation, allocation, routing of the Short Code identifier and termination of voice and SMS on the allocated short code. The contract shall include support services for ensuring the proper routing of the Short Code but excludes any works pertaining to Client's handling of the terminated traffic.

3. ROLE AND RESPONSIBILITY OF THE CLIENT

- 3.1 That the Client shall use the allocated Short Code for the purpose of providing support and information to its own customers and shall not use the Short Code for other purposes such as campaigns, marketing, etc.
- 3.2 That the Client acknowledges that TICL shall not be responsible/liable for all or any of the acts and omissions of Client arisen while implementing the terms and conditions specified herein the contract.
- 3.3 That the Client also acknowledges that TICL shall not be responsible in any manner due to errors caused by the Client.
- 3.4 That the Client shall not send any unsolicited messages, spam and other malicious messages to any of the destinations.
- 3.5 That the Client shall be solely responsible at its own cost for obtaining all necessary approvals, sanctions, permissions, copyrights, licenses for providing the service to its customers from any Municipal, Local, Regional or Government Authority or any duly authorized public servant.
- 3.6 That the Client may suspend Short Code service from the TICL if:
 - a) There is a breach of terms stated herein by TICL;
 - b) The contract is terminated or not renewed;
 - c) The Client is directed by regulatory authorities or a court of law to do so.

4. ROLES AND RESPONSIBILITY OF TICL

- 4.1 That the SLA - TICL shall provide all the necessary assistance during the tenure of this service. Critical issues of delay in termination and throughput issues shall be addressed in minimum possible time. TICL shall ensure uptime of 99.90% per year.
- 4.2 That the TICL shall provide following to the Client:
 - Short Code: A four Digit Short Code identified by the Client, after verification of its availability.
 - Routing of Short Code: The Short Code allocated to the Client shall be routed to the backend number of either TashiCell or Bhutan Telecom Network for further connection to the Contact Centre hosted by the Client. The interconnection framework between TICL and Bhutan Telecom shall be used for this service.
 - Toll Free: All traffic originating from TICL network and terminating on the identified Short Code shall be provided without levying any charge to the originating party.
 - Support services for testing and commissioning of the service and maintenance support for issues faced with regards to the short code services within TICL network.
 - 99.90% uptime of the service.
- 4.3 That the TICL may suspend Short Code service to Client, if:
 - a) There is a breach of terms stated herein by the Client;
 - b) The service is terminated or not renewed; and
 - c) TICL is directed by regulatory authorities or a court of law to do so.

5. CHARGES & CONSIDERATION

- 5.1 That for the Short Code serviced provided by TICL, the Client shall pay charges as enumerated under clause 15 Charges and rates. The rates levied by TICL are exclusive of any taxes or levies.
- 5.2 That the TICL shall be responsible to send the invoices to Client within one week of the end of the billing cycle. For the sake of clarity, the billing cycle shall be on a monthly basis unless agreed otherwise by the parties. The Client shall be responsible to pay the Invoice before the due date stipulated in the agreement. A penalty amounting to 2% per month or part thereof on the outstanding amount shall be levied for late payments.
- 5.3 That the Client shall be responsible to keep its billing address updated at all times to ensure proper delivery of the monthly Invoices. Unless agreed otherwise, electronic invoices are sent to the email address identified by the Client and no separate invoices shall be generated or mailed.



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6. INDEMNITY & LIABILITY

- 6.1 That all damages, such as those caused by Force Majeure, indirect (material and immaterial), pure or consequential, immaterial and/or financial, special, incidental or punitive damages, including but not limited to loss of profit, loss of revenue, customers of the other Party, loss of data, loss of use, loss of savings, loss of goodwill or opportunity, or interruption of service, are excluded from each Party's liability, provided the damage has not been done intentionally and maliciously.
- 6.2 That the Client shall indemnify and/or hold TICL harmless from and against all liabilities, damages, losses, claims, costs, penalties, suits or actions suffered by TICL arising out of or resulting from, in whole or in part, a default, negligence or wilful misconduct or breach of the terms and conditions of this contract by Client and /or its employees.
- 6.3 That the TICL shall indemnify the Client against all liabilities, damages, losses, claims, costs, penalties, suits or actions suffered by Client in whole or in part, a default, negligence or wilful misconduct or breach of the terms and conditions of this contract by TICL and /or its employees.
- 6.4 That neither Party shall exclude or limit its liability if the damages suffered by other Party are caused by fraud or are caused recklessly, knowingly or having reason to know that it would be likely to result in such damage.
- 6.5 That neither party shall use the trade name or logo or any intellectual property of the other Party without prior written consent of the other party to this contract.

7. COMMENCEMENT OF THE SERVICES

That the Parties agree that the Short Code Services shall come into force within one week of execution of this contract or on a mutually agreed date whichever is earlier. The service commencement date shall be considered as the date for start of Invoicing.

8. DURATION AND TERMINATION

- 8.1 That the terms shall be valid from the date of execution of this agreement and shall be perpetual unless terminated by the parties by providing written notice as outlined under clause 8.2 below.
- 8.2 That either Party shall have the option to terminate this contract at any time by giving 1 months' notice in writing without assigning any reasons. The charges that are due or payable for use of the service until such termination shall be paid to TICL by the Client within 15 days of service termination date.
- 8.3 That in the event any party to this contract commits a material breach of any of the provisions of this contract the other Party may, at its option and without prejudice to its other rights and remedies, give the defaulting party 15 days written notice to rectify the breach. In the event the defaulting party fails to rectify/remedy the breach, this contract shall, at the option of the non-defaulting Party, stand terminated without any contest / recourse.
- 8.4 Notwithstanding the above Clauses, TICL may terminate the service if Client defaults in the payment of the Invoices within a reasonable period of time
- 8.5 That it is expressly agreed that TICL shall not be held liable directly or indirectly to third party for the use of the services, which is being provided by Client in the event of any claim made by the third party on account of the breach or violation of IPR or any right accruing to the third party from the use of TICL Short Code services by the Client.
- 8.6 That both the parties agree and acknowledge that they shall always, during the existence of the contract are bound by and comply with the directions, rules, regulations and notifications issued by various statutory authorities in Bhutan enforced from time to time.

9. ASSIGNMENT

That neither Party hereto shall have the right to assign or otherwise transfer, in whole or in part, any of its rights and obligations under this contract, and /or any contract entered into between the Parties hereto under this contract to any person or entity without prior written consent of the other Party hereto, except that either Party may assign this CONTRACT to an affiliate or to a successor to all or substantially all of the assets or business of such Party.

10. SEVERABILITY

That if any provision of this contract is found by any Government or administrative body of competent with jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not invalidate the other provisions of this Agreement and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect. The parties hereby agree to replace any invalid or unenforceable provisions with valid or enforceable provisions, which would facilitate to achieve to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

11. FORCE MAJEURE

Neither of the Party shall be liable for any delay or deficiency in the performance of its obligations if this delay is imputable to force majeure. Following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or the labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fiber or cable cut,



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expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply or other acts of events that are outside the reasonable control of the concerned party.

12. NOTICE

All notices or other communications relating to this Agreement shall be in writing, addressed to the Parties as mentioned in the Form. Any changes to the above addresses shall be made known to the other Parties in writing.

That each party to this contract shall appoint one single point contact from its side for coordinating the activities under this agreement. Single point of Contact appointed by each party shall have the overall responsibility for providing any clarification required by the other party's focal person.

13. CONFIDENTIALITY

That all confidential information owned by one party and disclosed to the other party, shall remain solely the property of the disclosing party and confidentiality shall be strictly maintained and protected by the other.

14. JURISDICTION

This contract shall be subject to the laws of the Kingdom of Bhutan and the courts at Thimphu shall have exclusive jurisdiction in connection with any disputes arising out of or in connection with this contract. However, before referring the dispute to the court of law, efforts by each Party shall be taken to reach an amicable solution to the extent possible in the interest of each party.

15. Charges & Rates

15.1 Short Code Charges:

Short Code Type	Monthly Charges
Platinum	Nu. 10,000/- (Example: 7777, 1234, 4321, xxxx, yyyy, abcd)
Gold	Nu. 2000/- (Example: 1122, 1212, 2211, 7700, zzyy, yyzz, xxyy)
Standard	Nu. 1000/- (Example 1350, 1905)

15.2 Toll free Monthly Charge

We have two different rates for toll free service one for the backend number with TashiCell and another for backend number with Bhutan Telecom. Client will be billed according to the backend number they prefer to have as per the information given below.

a. Backend Number is with TashiCell

Nu. 3000 per month (unlimited incoming calls from TashiCell subscribers)

b. Back-end number with BT

Particulars	Minutes	Rate	Remarks
Basic Slab	Up to 1500	Nu. 3000.00 per month	Flat Rate
Slab 1	1501 to 3000	Nu. 3000 + Nu. 1.5 Per minute for 1500 to 3000 minutes	
Slab 2	Above 3000	Nu. 3000 + 2250 + Nu. 1 per minute for above 3000 minutes	

Toll free rental of Nu 3000 shall cover up to 1500 minutes any minutes exceeding from 1500 up to 3000 shall be charged at rate of Nu 1.5 per minute in addition to Nu.3000 and any minutes exceeding 3000 shall be charged at Nu 1 per minutes in addition to Nu.3000 + Nu. 2250.

The undersigned, duly authorized hereto by their respective institution or individuals, have signed this Agreement in English language on the date first mentioned.

Name:
mobile No:
Designation:
CID No:



Signature of Applicant on Legal Stamp