



བགྲིས་བརྒྱ་དོན་བརྒྱུད་འབྲེལ་སྒྲེར་སྡེ་ཚོང་འཛིན་ཁ།

# Tashi InfoComm Private Limited

## TERMS & CONDITIONS

### a. DEFINITIONS

1. 'Service Provider' means TashiCell or its agents and permitted assigns.
2. 'Customer' means a person who subscribes to or avails services from the Service Provider.
3. 'Suspension & barring' means the temporary removal of services, which may be restored after reasons for such suspension are removed.
4. 'Deactivation' means permanent removal of services.
5. 'Charge' shall include such payments which are due and payable by the customer to the Service Provider, whether billed or not, inclusive of fees, taxes, levies, penalties, etc.
6. 'Network' means cellular telecommunications network through which services are provided.
7. 'Service' means cellular mobile service including other services as may be offered by the Service Provider from time to time.
8. 'Reconnection' means the restoration of a temporarily suspended service.

### b. GENERAL GUIDELINE

1. The Service Provider shall provide service only to those who agree to fulfill and comply with the requirements laid down in the 'Registration Form for SIM Card' and the Terms and Conditions mentioned in this document.
2. The terms and conditions mentioned herein may be amended as and when necessary. The customer may be notified of any change/amendment.

### c. RIGHTS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

1. The subscriber number allotted to the customer shall remain the exclusive property of the Service Provider at all times.
2. The Service Provider may transfer the given number to a new customer subject to written consent of the existing customer and submission of necessary forms and documents by the new customer.
3. The Service Provider shall have right to issue the mobile number to a new customer only after one year of service deactivation of the current customer.
4. The Service Provider shall have the right to terminate the service if the information provided by the customer is found to be false or has breached any of the terms and conditions of this document or used for any unlawful purpose.
5. The Service Provider shall not be liable for any act or omission by a third party without written consent of the Service Provider.
6. The Service Provider shall have right to change or withdraw any service and/or change or withdraw any charges at any time. However, discounts or other special benefits or schemes announced by the Service Provider from time to time and which are valid for specified period will be an exception.
7. The Service Provider shall send the bills/invoice to customer's mobile number or email address, through an appropriate mode as may be decided by the Service Provider.
8. The Service Provider shall have the right, unless the customer indicates otherwise, to send promotional/ social messages or materials to customers via electronic means, including voice, text messages (SMS) and emails.
9. The Service Provider may, without liability, temporarily suspend whole or a part of the service at any time without notice to rectify network.
10. The Service Provider will try to rectify faults and attend to customer complaints as promptly as possible.
11. The maximum liability of the Service Provider under all circumstances in contract, tort or otherwise shall be limited to refund of the security deposit, if any, after adjusting any charges due from the customer.
12. The Service Provider shall not be liable for any failure to provide services caused due to force majeure or which are beyond the control of the Service Provider.

### d. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

1. The customer shall have uninterrupted use of the services except as provided in this agreement.
2. The customer shall not use the services which may cause irritation, annoyance, embarrassment, harassment or nuisance of any kind to others.
3. The charges for voice and other services are based on prevailing regulations, interconnection regime and other arrangements agreed with other telecom Service Providers. If there are changes in the arrangement, customer shall have to pay additional charges to the Service Provider.
4. The customer shall be liable for any damages, injuries, charge or expenses as may be incurred by the Service Provider due to the act or omission of the customer.
5. The customer shall not transfer or assign its obligations/liabilities agreed herein to any other party without the prior written consent of the Service Provider.
6. The Customer may be required to make such deposits to cover the cost of service rendered or to be rendered by the Service Provider.
7. The customer shall ensure that the service from the Service Provider is used for lawful purposes only.
8. The customer shall promptly inform the Service Provider in writing if the SIM card issued to him/her/it is lost. In case of failure to report, customer shall be solely liable for any liability that may arise from the use of lost SIM card.
9. If there is any deficiency in the service, the customer shall intimate the Service Provider and the Service Provider shall rectify it expediently.
10. The customers desiring to change their service, value added features, address or ownership need to inform to Service provider in writing or unless the Service Provider waives such requirement.
11. The customer may terminate this agreement at any time by submitting the prescribed form.

DECLARATION I hereby declare that all the information provided are true and correct. In the event I lose this SIM Card, I will immediately report to the concerned service provider, failing which I shall take full responsibility for any activities undertaken through this SIM card. I declare that I have read and understood the terms and conditions of service printed overleaf.

Name:  
CID No:  
Date: DD / MM / YYYY  
Mobile No:

Affix  
legal  
stamp

Sign across legal stamp