



**AGREEMENT FORM FOR TRUMP PRE-PAID
CELLULAR MOBILE CONNECTION**



Mobile No.

SIM No.

Date: --



Type of application: Individual Company Other (specify) _____

Name : _____

Residential Address _____

Local Address _____

(In case of outstation subscriber) _____

Date of Birth Contact No. Sex M F

E-Mail _____

Registration required in National Do Not Registry (free of cost) : Yes/No

DECLARATION

I hereby declare that the above information is wholly true. I have read and understood the prevalent tariff plan and the terms & conditions. I hereby agree to abide by them. I also agree that my cellular connection is subject to verification, evaluation and acceptance by MTNL.

Date _____

Subscriber's Signature

CSC-I/C/Franchisee
Signature with stamp

INSTRUCTIONS

- (a) Please furnish the proof of identity and address by one or more of the following documents as applicable:
(i) Income Tax PAN card (ii) Passport (iii) Voter I.D. Card (Election Card)
(iv) Driving Licence (v) Armed Licence (vi) Any Photo Identity Card issued by any statutory /Government Authority.
- (b) Public Limited Cos. may enclose Certificate of incorporation, Memorandum of Articles, duly attested by company Secretary / M.D./ Director of the Company along with any proof of identify as above of the authorized officer of the Company. In case application is signed by authorized signatory, then attested photocopy or Power of Attorney must be attached
- (c) In case of Govt. of India Undertaking, Govt. of India offices/ state Govt. Offices, the aforesaid requirements are dispensed with and self-certification on the letter head will suffice along with the name and designation of the coordinating officer to be consulted in case of need.
- (d) In case of foreign Missions in India and other foreign agencies, the name and designation of the authorized officer along with details of officials etc. for whom the Cellular Mobile Phone is intended.
- (e) In case of outstation subscribers, details of local reference (s) to be given.
- (f) Payment will be accepted by cash/ demand draft/ pay order in favour of "MTNL Delhi Dolphin".
- (g) The charges of Trump Card and recharge coupons are indicated on the packing case/coupons and are non-refundable under any circumstances what so ever.
- (h) The Trump card can be put to use only after activating it with appropriate Trump recharge coupon, which can be purchased separately (Denomination of your choice).

Regd. & Corporate Office : Managar Telephone Nigam Limited, Jeevan Bharati Bldg., Tower-I, 12th Floor, 124, Connaught Circus, New Delhi-110001

Website : www.mtnl.net.in <http://delhi.mtnl.net.in>

INFORMATION FOR FILLING THE FORM

The subscription form should be duly filled and the following should be submitted alongwith the form :

A. For Individuals:

1. Recent Passport size photograph of applicant affixed at the place provided on the form.
2. Identity proof as mentioned on the form.
3. Address proof as mentioned on the form.

B. For Company:

1. Recent passport size photograph of the Director/Authorised signatory who signs on the form.
2. Proof of company as mentioned in the form.
3. Address proof of the company.

C. For Foreign Mission:

1. Recent Passport size photograph of applicant affixed at the place provided on the form.
2. Proof of Foreign Mission as mentioned on the form.

MTNL

TERMS AND 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 12th floor, Jeevan Bharati Building, Tower-I, 124, Connaught Place, New Delhi 110 001 when the form overleaf or some other form or 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 described in the Agreement.
"Network"	Means the MTNL, GSM Network.
"Services"	Means the services which enable the Subscriber when using Subscriber equipment to have two way communication 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 is 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 to Telecommunications, Ministry of Communications, Government of India and MTNL for the operation of Cellular Mobile Telephone Service in Delhi and Mumbai and the licensed geographical areas subject to other 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 operate 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 reserves 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 guarantee for the hundred percent network coverage of the entire service area.

In view of the aforesaid & otherwise, the customer shall always be responsible to check & verify in detail 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 is intended to use the said services.

2.4 MTNL shall be at liberty to provide the services under any brand name including 'Trump'.

2.5 The customer hereby understand & accepts that any change in tariff or related terms & conditions, schemes etc. communicated inter-alia through SMS or USSD etc. shall be valid and proper intimation.

3. SERVICES

- 3.1 The subscriber shall be provided a SIM card along with PIN (Subscriber's security Code). And 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 personalized Telephone Number is and shall always be the sole property of MTNL and shall be returned by subscriber(s) upon termination/determination, hereof, and/or temporary suspension of services.
- 3.3 For change/addition/deletion of any features/ supplementary services/ scheme/ plan, subscriber shall fill up the requisite form and be bound by the additional terms thereof. Any change or withdrawal from any supplementary services etc. shall not entitle the subscriber to any refund or adjustment of the money already paid, billed or to be 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, Directions, 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/ Schemes / Plans etc. and/or to vary the terms and charges at anytime, at its sole discretion. The rates/charges may also change as per the directives of TRAI from time to time.
- 3.7 Under no circumstances, the details of the calls made from or received on the Trump prepaid 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 Trump IVR system in order to know the residual value of its card.

4. SUSPENSION AND DISCONNECTION

- 4.1 MTNL may at any time suspend the Services wholly or partially and/or disconnect any Subscriber Equipment from the Network for any reason which is found to be reasonable by MTNL including any of the following circumstances.
- 4.1.1 Due to any discrepancy noted in the material particulars provided in the Subscriber Agreement Form including address / Identity confirmation.
- 4.1.2 During Technical failure, modification or repair or testing of the Network.
- 4.1.3 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 his exceeding the prescribed credit Limit. MTNL does not however, guarantee to effect such suspension /disconnection immediately upon the subscriber reaching the credit limit. The MTNL has the right to predetermine and prefix the credit limit to usage of Air Time, Services and other Value Added Services. In the event of the Subscriber having exceeded his predetermined limit he will be responsible to pay for all the calls made and services obtained even beyond the stated limit.
- 4.1.4 When this Agreement is determined owing to any reason in consonance with the terms of this Agreement.
- 4.1.5 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 activations.
- 5.3 MTNL will not be liable for any dealings of the Subscriber with any party which is not authorized by MTNL to deal in its behalf.

- 5.4** No warranties, representations, guarantee or undertakings are given by MTNL which are not specifically mentioned herein.
- 5.5** MTNL will not 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 will not be liable for factors outside its control such as atmospheric conditions, physical majeure conditions due to which the services are affected.
- 5.7** 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 latter's sanction.
- 5.8** 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 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 new SIM card shall entail charges as set out in the Tariff schedule from time to time.
- 5.9** The SIM Card remains the constructive property of MTNL in the hand 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 manufacturing defect in SIM card after an expiry of 6 months from- the date of purchase. Beyond this period, subscriber will have to obtain a new SIM card after paying the requisite charges.

6. SALE OR TRANSFER

- 6.1** MTNL connection/SIM card shall be non transferable in nature and any private transfers 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 or his nominee and will be governed by the provisions of Arbitration & conciliation Act. 1 996.

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 SIM card 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 required 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 Licence 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.