



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LTD.

Registered Office in Thimphu



TERMS & CONDITIONS FOR PREPAID

DEFINITIONS

The term '**company**' used herein refers to B-Mobile, cellular mobile service provider in Bhutan. The "**customer**" used herein is synonymous with the term "**subscriber**" used elsewhere. The term "**suspension**" means the temporary removal of services, which will be restored, after all reasons for it are cleared. The term "**disconnection**" means the permanent removal of services. The term '**charge**' shall include such payments, which are due, and payable by the customer to the company whether billed or not inclusive of all fees, charges, taxes, levies, penalties etc. '**Network**' shall mean cellular telecommunications network through which services are made available. The term '**service**' shall mean cellular mobile service, which can be offered by the company through its network. The term "**reconnection**" implies the restoration of a temporarily suspended service. The term "**Termination of Agreement**" implies that the agreement between the customer and B-Mobile is nullified and that the service registered in the customer's name shall be given to another customer.

SERVICE PROVISION GENERAL GUIDELINES

1. The company shall provide cellular mobile service only to those customers who agree to fulfill and comply with the requirements laid down herewith in the customer application form and its Terms and Conditions for service provision.
2. Customers desirous to apply for B-Mobile service shall do so by filling up the prescribed '**Customer Application Form**' available at B-Mobile customer care counters and the distributors.
3. All applications shall be entertained on a first-come, first-served basis.
4. These terms and conditions shall remain effective, upon the company at its sole discretion accepting after due verification and shall continue in force until terminated.
5. The company shall be responsible for providing services to the customer subject to the terms and conditions mentioned herein and agreed upon.
6. The company shall try to render reliable, quality service at all times. However, this will be subject to all manmade and natural calamities, which of course will be beyond the control of the service provider.
7. The terms and conditions agreed upon and duly signed by the customer shall remain legal and binding until such time any amendment, rectification or termination with the mutual consent of both the parties takes place.
8. The company reserves the right to reject any application for any unspecified reasons.
9. The terms and conditions mentioned herein shall be amended as and when necessary and shall be notified to the customers.

RESPONSIBILITIES & RIGHTS OF THE COMPANY

1. As per the terms and conditions prescribed herein, the company shall be responsible to provide reliable, efficient and acceptable quality service to its customers,
2. The allotted number continues to remain the exclusive property of the company.
3. Any customer terminating the contract with the company is liable to surrender the number for the use of the company.
4. The given mobile number is non transferable unless and until the subscriber obtains prior permission from the company for intended transfer.
5. The company reserves the right to seek/verify particulars provided by the customer to the company in any manner without notice or intimation.
6. The company shall inform customers if the equipment used are technically inadequate.
7. The company shall ensure the compatibility of its network equipment with other equipment beyond the national network and shall inform the customers where such changes are introduced into the network.
8. The company shall not be liable for any act of commission or omission of any third party/supplier/manufacture/agency/offering any privilege to our subscribers without the knowledge and written consent of the company.
9. The company is entitled to change, vary, add, withdraw any services and or change, vary, add, alter, delete, withdraw any/all charges, discounts, surcharges, tariff etc. at any time in its sole discretion for one, more or all of its subscribers except in the case of discounts or other special benefits or schemes/plans announced by the company from time to time and which are valid for specified period.
10. The company reserves the right to provide services through its agents or franchisees.
11. The company shall, unless the subscriber indicates otherwise, send promotional materials/messages to subscribers via electronic media, which includes voice; text messages (SMS) and emails.



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12. The company may temporarily suspend whole or part of the services at any time without prior notice, if the network fails or requires major modification or maintenance.

13. The company shall rectify faults and attend to customer problems as promptly as possible. The company cannot, however, give any time frame for restoration of faults due to major switching, transmission and equipment problem.

14. Under any circumstances, the maximum overall liability of the company in contract, tort or otherwise shall be to refund the amount of security deposit after adjusting any charges due from the customers.

15. The company may terminate the Agreement if, in the reasonable opinion of the company the customer has breached any of the terms agreed herein.

16. The company shall terminate the Agreement with a customer without being liable to the customer in damages, if any law enforcement Body objects to the provision or continued provision of services, or if such law enforcement Bodies advise the company that the services provided to the customer has been or is being used in violation of the law or that it has reasonable ground to believe that such services will be used in violation of the law.

RESPONSIBILITIES & RIGHTS OF THE CUSTOMER

1. Customers have the right to demand an acceptable quality of services within the scope of the company.

2. Customers are not permitted to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances without the prior permission and written consent of the company.

3. Whenever requested, the customer shall make such deposits as the company may require to cover the cost of services rendered or to be rendered.

4. Customers shall ensure and oblige that the service is not used for any unlawful and abusive purposes or for sending obscene, indecent, threatening, harassing, and unsolicited contents and messages nor create any damage to the company or any other person whomsoever. For any complaints and consequences arising from such unhealthy practices of any person/party, the company is not liable for any compensation.

5. The customer shall ensure that the service is not used at any time to make calls, which cause or may cause irritation, annoyance, embarrassment, harassment or nuisance of any kind whatsoever to others.

6. Customers shall pay all the costs of collection of dues, legal expenses etc with interest, should it become necessary to refer to a legal body to enforce payment.

7. In the event of any deficiency in the services, the subscribers shall within a period of 5 days of the occurrence of the deficiency intimate the company and thereupon the company shall endeavour to rectify the same in a reasonable time.

8. The tariff/charges for voice as well as other services are based on prevailing regulation; interconnect regime and arrangements entered into with other telecom service providers at the time of presentation of this form. In case of any changes in these arrangements, additional applicable charges shall be payable by the subscriber.

9. In case the subscriber's instrument is lost, misplaced or stolen, the subscriber shall inform the company immediately with authentic information like name, mobile no. etc. in order to disable the use of that SIM by others. The company is not liable to bear any loss of money in account resulting from this at a later date.

10. In case two or more persons constitute the subscriber, their liability shall be joint or several.

11. Customer may terminate the contract agreement at any time through a written consent.

12. Customers have the right to choose numbers in the gold and platinum category at an additional cost, provided the preferred number is not allotted already. Otherwise, the standard numbers will be given as per the serial number.

13. Mobile numbers of the customers shall not be provided, unless the owner himself/herself requests for it or on receipt of court directives.

14. Any request for change in service type, addition of value added service features, ownership change, and withdrawal shall be entertained supported by a written request only.