



Terms and Conditions for Availing Cellular Connection, Purchase and Use of SIMs (Amended December 2013)

All the contents stated herein form the terms and conditions (the "Terms and Conditions") for availing cellular services of the Operator (the "Services"), purchase of cellular connection (the "Connection" or "SIM") and use of SIM/Connection/Equipment while availing the Services. In these Terms and Conditions, the words and expressions used herein but not defined shall have the same meaning as has been assigned to them in the Pakistan Telecommunication (Re-organization) Act, 1996, the Rules issued by the Federal Government under section 57 of the Act, Regulations issued by the Pakistan Telecommunication Authority (the "Authority") from time to time, Policies and SOPs issued by the Authority, Operator's Licence and Terms and Conditions and conditions available on Operator's website.

Purchase and Activation of SIM:

Pre-Requisites of SIM Sale:

Purchaser/Customer shall provide valid CNIC number or present Original Passport with valid Visa/Pakistan Origin Card (POC) or NARA ID or Proof of Residence (POR) card, whichever is applicable. For Foreigners, Afghan nationals & Aliens, copy of the required document shall be retained by the seller and forwarded to the Operator within the time stipulated by the Operator in this regard.

Procedure for Activation of SIM:

The Purchaser/Customer shall provide valid CNIC number to the Operator's own Customer Sales/Service Center, Authorized Franchisee or Registered Retailer, (hereinafter collectively referred to as the "Seller") as the case may be, who shall check eligibility of the Customer (based upon authenticity of the information provided and limitation with respect to count of SIMs already registered on his/her CNIC, if any applicable at the time) and offer MSISDN selection in case the Customer is found eligible. After selection of MSISDN, the Seller shall scan thumb/finger of the Customer through designated biometric scanner and send thumb/finger impression so obtained to respective mobile company along with CNIC number of the Customer for subsequent verification from NADRA. On successful verification, the Operator will ensure activation of SIM within 24 hours. In case of non-verification of Customer's thumb/finger impression from NADRA, the Seller shall communicate the reason to the Customer. In such a case, the Operator shall not be held liable in any form or manner and the Customer shall have to contact NADRA directly for further support.

The same procedure shall be adopted for issuance of duplicate SIM, Change of Ownership of SIM along with other pre-requisites and for disowning of such SIMs which have been activated through biometric verification.

Customer's Acknowledgement and Undertaking:

These Terms and Conditions are applicable on a Customer from the moment he/she purchases the SIM/Connection. Customer agrees and accepts all the Terms and Conditions including these and ones available on Operator's website unconditionally by providing thumb/finger impression for verification from NADRA. Furthermore, Customer acknowledges and undertakes that he has allowed the Operator to use his biometric information for verification from NADRA, being a legal obligation and without which verification the SIM/Connection cannot be activated. Operator shall have the right to deny activation or disconnect any Connection in the name of the Customer who disagrees to these Terms and Conditions or violate(s) any of the above mentioned laws including but not limited to the Fair Usage Policy of the Operator.

Charges:

Charges as payable by the Customer, whether in advance or subsequent to availing the Services, shall include but not be limited to:

- Tariffs, costs, rates, installation charges, line rent, connection charges, equipment price, SIM card price, verification charges, Visitor Location Register (VLR), charges for value added services and other charges, fees, other payments as defined and brought into the Customer's notice from time to time subject to the approval of the Authority (if so required in accordance with applicable laws).
- Taxes, duties, and levies which are or may become leviable in accordance with applicable laws, rules and regulations.

Operator will determine an initial appropriate credit limit for the Customer. The call charges shall be determined exclusively by Operator on the basis of call/billing details recorded by the Operator.

Default:

Operator will be entitled to disconnect the Customer's service on (a) failure to pay invoices within due time, (b) exceeding credit limit, (c) misuse of services, (d) violation of Terms and Conditions and Fair Usage Policy in compliance with the provisions of Telecom Consumer's Protection Regulations, and the Protection from Spam, Unsolicited, Fraudulent and Obnoxious Communication Regulations 2009 and other laws for the time being in force.

Non Usage:

In case the Customer remains dormant/inactive for a period of 180 days, the Operator reserves the right to disconnect and re-issue the MSISDN to any other Customer and the Customer shall have no option for recourse. The Customer can, however, retain subscription by informing Operator in written, fax, email etc. to retain the subscription for any specific period on payment of some charges (if any).

Liabilities:

The Customer shall not misuse the SIM/Connection in any form or manner and shall be personally responsible for usage of any nature, including all calls, SMS and MMS or data services made from the Customer's SIM/terminal equipment and shall neither use, send nor permit any other person to use the SIM/Connection and Services for sending inter alia unsolicited, obnoxious, misleading, indecent, obscene, or false messages, calls or communications, or the persistent making of calls which may cause annoyance to any person. The Customer shall duly keep himself/herself informed of all requirements with respect to use of a Connection and shall be held solely liable for all illegal acts and omissions.

In case of loss or theft of the SIM card, the Customer shall immediately but not later than 24 hours inform and request the respective Operator to block the SIM card, failing which, the Customer shall not be absolved from criminal liability, if any, arising due to use of such SIM card/connection in any unlawful/criminal activity.

The Customer shall not indulge in generation of spam and in case the Customer is found to indulge in any such activity, the outgoing SMS facility of his/her MSISDN will be blocked at first instance and on subsequent activity the subscription will be permanently blocked.

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Variation:

Operator may vary, increase or decrease the fees, tariffs, rates and the charges, etc. and notify the Customer subject to approval of the Authority (if so required) of such variation in the manner prescribed under the prevalent law at the time.

Force Majeure:

In an event or circumstance which is beyond the control of Operator, including without limitation to acts of God, insurrection of civil disorder, war or military operations, national or local emergency, act or omissions of government, or of any competent authority, industrial disputes of any kind, fire, lightning, explosion, flood, weather of exceptional severity, acts or omissions of person for whom the operator is not responsible, including Jammers and other frequency interference by third party, strikes, lockouts and interruption of the services for maintenance of the systems which includes physical features and atmospheric conditions, Operator shall not be accountable for that period to a Customer with respect to any Service(s) as per these Terms and Conditions.

Arbitration:

If any difference or dispute arises between the parties hereto which cannot be settled amicably, the matter will be referred to the Authority which may investigate and adjudicate on the complaint in accordance with the Act, the rules made thereunder and Operator's telecom license conditions and may take action accordingly.

Miscellaneous:

All information contained in Operator's promotional material, advertisements and publicity campaigns, including the terms and conditions available on Operator's website shall apply once the Customer subscribes to any such service and shall be deemed to be part of an agreement between the Customer and Operator. The Customer has the right to claim refund of security at the time of disconnection of services after adjustment of pending dues.

All Customer information shall remain confidential for all purposes unless required to be disclosed to the Government departments or agencies, or otherwise agreed to be disclosed with the consent of the Customer.

These Terms and Conditions shall be subject to the provisions of the Act, Rules, Regulations, License Conditions and Directions issued by the PTA from time to time. SIM Cards supplied to customers shall remain the property of PMCL.

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