



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

**BHUTAN TELECOM LIMITED**



## **TERMS AND CONDITIONS FOR SIM CARDS (PREPAID/POSTPAID)**

### **A: DEFINITIONS**

1. 'Service Provider' means B-Mobile Cell or its agents and permitted assigns.
2. 'Customer' means a person who subscribes to or avails service from the Service Provider.
3. 'Suspension' means the temporary removal of services, which may be restored after reasons for such suspension are removed.
4. 'Disconnection' 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 fulfil 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 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.
4. The Service Provider shall not be liable for any act of commission or omission by a third party without written consent of the Service Provider.



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5. The Service Provider has a right to change or withdraw any service and/or change or withdraw any charges at any time for one, more or all customers except discounts or other special benefits or schemes announced by the Service Provider from time to time and which are valid for specified period.
6. The Service Provider shall send the bills/invoice, if any, for the service through an appropriate mode as may be decided by the Service Provider.
7. The Service Provider has a 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.
8. The Service Provider has a right, to reassign the same number to a customer after a period of three months of inactivity, unless the customer specifies otherwise to keep their current number through retention service.
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 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 as may be required to cover the cost of services rendered or to be rendered by the Service Provider.



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7. The customer shall ensure that the services from the Service Provider are used for lawful purposes only.



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8. The customer shall promptly inform the Service Provider in writing for any lost of the SIM card issued to them to avoid misuse of the said SIM card. In case of failure to report, customer shall be solely liable for any liability that may arise.
9. The customer shall pay all charges within the stipulated time period to the Service Provider failing which 15% interest per annum shall be levied.
10. It is customer's responsibility to inquire about their outstanding dues and incase of non-receipt of invoices/bills (for postpaid service).
11. If there is any deficiency in the service, the customer shall intimate the Service Provider and the Service Provider shall rectify it expediently.
12. The customers desiring to change their service, value added features or ownership need to inform to the Service Provider in writing or unless the Service Provider waives such requirement.
13. The customer may terminate this agreement at any time by submitting the prescribed form and after paying all outstanding dues to the Service Provider.