



Postpaid customer agreement form

CAF no. _____ A/c ID No. (for office use only) _____

Kindly fill the form in BLOCK letters

Individual Enterprise Reimbursement SME

Vodafone no. _____

SIM card no. _____

Have you ever subscribed to a Vodafone Postpaid connection? Yes (If yes, provide number/s) No

1. _____ 2. _____

* Name (Mr/Ms/Dr/Prof) _____
First name Middle name Last name

* Father's/Husband's Name (Mr/Dr/Prof) _____
First name Middle name Last name

* Mother's Name _____
First name Middle name Last name

* Gender Male Female Marital status Married Single * Date of birth (dd/mm/yy) _____

Nationality _____ PAN/GIR no. _____

Bills to be sent at Residence Office

Residence Address _____

City/Town Village _____

District: _____ State: _____ Pin: _____

Landmark _____ Alternate contact No. _____

Email: _____

Office Address / Alternate Address

Company's Name _____

Address _____

City _____ Pin _____ Employee No. _____

Department _____ Designation _____ Landline No./Ext. _____

Email: _____

Permanent Address _____

Do you wish to register in National Do not Call (NDNC)? Yes No

Services: Itemised Bill Voice Mail Service Vodafone live! (GPRS) at no Rentals e-Bill Tariff Plan

Deposit made for Local ₹ Activation Fee ₹ STD/NR ₹ ISD/IR ₹

For reimbursement/corporate accounts (if payment is made by the company)

Name and designation of authorised signatory _____

Email of authorised signatory _____

Customer will be available between _____ and _____ at _____ Office address Residence address/Alternate address

Our representative will visit you within one week to share the plan details and to verify your address. Do co-operate with him. _____ Signature and seal

Local Reference (For National Outstation and Foreign National Customers)

Name _____ Contact no. _____ Calling Party's no. _____
(to be filled by distributor)

Address _____

Customer declaration

I/We agree to pay the one time installation fee, refundable security deposit and all charges associated with the services selected by me/us. I/We have read and fully understood the terms and conditions mentioned overleaf and unconditionally accept them as binding on me/us. I/We have understood all the rates, tariffs and other related conditions at which telecommunications services will be provided inside and outside India as applicable as on this date and as amended from time to time. I/We hereby undertake to pay all charges raised on account of Services availed. I/We undertake that in the event this connection is used for any telemarketing purpose, I/We shall be solely responsible for registration of the connection with the mandated statutory authorities. I/We further declare and undertake that above information provided by me/us is true and correct in all respect.

Customer
Signature of the customer/
Authorised signatory along with seal Date _____

Distributor declaration

I/We hereby confirm that I/We have seen the customer and certify that (a) the customer enrolment form has been duly filled by the applicant, (b) the photograph submitted has been matched with the applicant, (c) the form has been personally signed by the applicant in my presence, (d) proof of identity & address has been collected, and (e) the original proof of identity & address has been matched and verified with the self attested documents submitted by the applicant. I/We confirm that the details on the documents are matching with those on the application. I/We further confirm that this application form is filled correctly and completely in all respects by the customer. I/We undertake that the SIM card shall be activated only after due verification of all the necessary documents and information. I/We hereby confirm that I/We have tele-verified and/or cross verified the particulars furnished by the applicant with local reference and recorded its correctness.

Distributor
Name, signature and stamp
of the distributor Date _____

For Vodafone's use only

Distributor / Vodafone Store code _____ Executive Name _____ Executive code _____ Executive Contact No. _____

Provisioning executive _____ Checked by _____

Time _____ Date _____ Customer Urban Rural

Remarks _____

Special instructions
*Note: Vodafone roaming without security deposit is available on your phone enabling you to roam across India on Vodafone networks in Vodafone circles and all networks in other circles.
* Your Vodafone SIM Card will be activated only if this information is complete. * You will need to provide at least one telephone number/address for your Vodafone SIM Card to be activated. If you do not have a telephone then both addresses are required. * Details of packages, tariff plans and value added services are set out in the tariff information pamphlet at the Vodafone Store and all Vodafone authorised dealers. * For your records, do take a photocopy of the completely filled form.
Vodafone Essar South Limited, 6th floor, Varun Towers II, Begumpet, Hyderabad 500 016. M +91 98850 98850 www.vodafone.in

Instructions

1. Please furnish proof of identity/address by furnishing any photo identification i.e. • Income Tax PAN • Photo Credit card • Photo identity card • Passport • Driving licence • Arms licence
• Any other document containing photograph. Along with above documents, the following documents can also be provided if address is not available on photo identification i.e.
• Electricity /Water / Landline telephone bill • Ration card • Any document issued by any government body/authority showing residential address • Any other acceptable documentary evidence in support of the address given 2. Public limited cos. may enclose certificate of incorporation along with any proof of identity of the authorised officer of the Company 3. In case of Govt. of India Undertakings, Govt of India offices/State Govt offices, the aforesaid requirements are dispensed with and self-certification on the letterhead will suffice, along with the name and designation of the coordinating officer to be consulted in case of need 4. In case of foreign missions in India and other foreign agencies, the name and designation of the authorised officers, along with details of officials etc for whom the mobile phone is intended 5. In case of outstation customers, details of local reference/s to be given.

Terms & conditions

It is agreed between VESL & 'Customer' as follows:

- Definitions:**
 - (i) 'Additional Services' means any services provided by VESL other than or in addition to the transmission of voice calls 'Voice Services'.
 - (ii) 'Authority' shall mean the Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI), Ministry of Communication and Information Technology (MOCIT), Government of India (GOI) and includes any officer of the Authority.
 - (iii) 'Corporate Plan' shall mean tariff structure devised by VESL for Corporate Customers.
 - (iv) 'Charges' means all fees, charges/ tariffs, interconnection cost and rates chargeable by VESL from time to time for provisioning to the Customer the Voice Services and Additional Services (collectively services) and all levies payable to the Authority, including but not limited to Wireless Planning Commission (WPC), fixed line and other Government levies.
 - (v) 'Customer' shall mean any person, partnership firm or such other organisation which avails of the Services by entering into the requisite contract comprised of "Customer Acquisition Form" (CAF), Verification documents etc. and is subsequently activated on Customer on VESL to use the Services.
 - (vi) 'DoT' means Department of Telecommunications, Ministry of Communication and Information Technology, Government of India.
 - (vii) 'Equipment' shall include any GSM compatible cellular telephone, necessary for connection to the network in order to use the services.
 - (viii) 'Government' shall mean the Government of India and/or State Government of Andhra Pradesh or such other local Authority, as the case may be.
 - (ix) 'GSM' means Global System for Mobile Communications.
 - (x) 'Network' shall mean VESL telecommunications network for providing the services.
 - (xi) 'Services' shall mean all the cellular mobile telecommunications services made available by VESL through its Network, including the additional services.
 - (xii) 'SIM Card' mean Subscriber Identification Module Card.
- Provision of Services:**
VESL agrees to provide the services to the Customer subject to terms and condition of this Agreement. The customer will be required to fill in an additional CAF and provide the requisite verification details/documents for all additional connections (Individual/Individual Owned & Individual Paid (IOP)).
- Obligation of VESL**
 - (i) VESL shall provide services with reference to and subject to the telecommunication operating license provided by DoT for permitting the operations of a telephony services.
 - (ii) VESL shall use reasonable effort to make services available to Customer at all times.
 - (iii) The availability and quality of services may be affected by factor outside VESL control such as physical obstruction, geographic and weather conditions and other cause of radio interference or faults in other telecommunications network to which network is connected.
 - (iv) The services may be suspended in whole or in part at any time with proper notice and in compliance to existing guidelines, policies and regulations, however if the network fails or requires modifications or maintenance due to a sudden or force majeure event beyond control of operator, such advance notice may not be possible. The Customer will remain liable for all charges during the period of suspension, unless VESL in its discretion decides otherwise.
 - (v) Please note all extra discounting promos (free SMS, free minutes, call charges on discounted rates, volume discounts on billing amount, roaming discounts & taxes waivers) on special deals or on Corporate Plans and Closed User Group (CUG), Vodafone Mobile Connect (VMC), Vodafone Live (VL), BlackBerry (BB) and other Data services along with respective discounts on usage will be activated minimum of 72hrs from date of number activation or the request as the case may be.
 - (vi) The allotment of the cellular number will be made by VESL in its absolute discretion.
 - (vii) In the event of SIM card being lost or stolen, VESL will replace the SIM card as soon as it is reasonable & practicable, subject to the recovery of any charges for the same.
 - (viii) VESL has the sole right and discretion to vary or increase the charges at any time on reasonable notice to the Customer subject to regulation.
 - (ix) VESL reserve the right to apply a monthly financial limit and such other conditions for charges incurred by the Customer and to demand interim advance payment and also suspend (and/or) disconnect access to the services if such limit is exceeded.
 - (x) VESL reserves the right to vary the billing cycle at its sole discretion.
 - (xi) VESL has the right to check the credential of the Customer including the Customer financial standing & to use the services of any person or agency for such purposes.
 - (xii) Any waiver, concession or extra time allowed or granted by VESL to the Customer is limited to the specific circumstances in which it was given and the same shall not effect VESL's right under this agreement in any ways.
 - (xiii) VESL may be required to disclose any information or particulars pertaining to the Customer to any authority, statutory or otherwise and reserve the right to so comply at its sole discretion.
 - (xiv) VESL will not provide Customer data to third parties with the exception being when the data is provided to processors that print &/or dispatch document to the Customer, collect Customer's bill, payment/ arrears and/or other Customer service or administration purposes.
 - (xv) VESL shall address all billing statement and any notice under this agreement or otherwise to the billing address given in this agreement unless advise in writing, by the Customer.
 - (xvi) Calls to the Customer service center by Customer may be scrutinize only for the purpose of evaluating the quality of Customer support service.
- Obligation of the Customers:**
The Customer hereby expressly agrees:
 - Payment will be due when VESL raises the billing statement on the Customer.
 - Payment will be made on or before due date mentioned in the billing statement, failing which VESL will be entitled to charge interest @ 18% p.a. and /or late fee on all outstanding charges from the due date till the date of payment and shall be entitled to discontinue the services with due notice and process laid down in regulatory guidelines and rules.
 - VESL shall be entitled to apply payment/deposit made by Customer towards any charges outstanding including for any other VESL/Cellular connection held by Customer.
 - Payment will be made by Cash, Credit cards or A/c payee cheque or NEFT/RTGS transfer or Net banking or pay bill any other instrument drawn on any bank in Andhra Pradesh and payable at Andhra Pradesh/Hyderabad.
 - The Customer shall be liable for all charges for the services provided to the Customer whether or not the services have been used by the Customer.
 - In the event of any dispute regarding the charges the Customer agrees to pay VESL charges billed pending resolution of such disputes.
 - VESL shall always ensure timely delivery of bills. The Customer shall be liable to pay for the services provided and in case where he/she does not receive the bills on time, the customer should appropriately inform us for a duplicate copy or bill on E-mail. It will be the customer's responsibility to make enquiries in case of non-receipt of bills.
 - Charges payable by the Customer are exclusive of taxes, duties or levies payable, unless expressly stated to the contrary in the billing statement.
 - Any advance/security deposit paid by the Customer shall be adjusted against any dues payable by the Customer to VESL and balance if any will be refunded by VESL within 60 days from the deactivation of the Services.
 - To make advance payment for Charges including tariff plan if billed to Customer by VESL.
 - To not use or cause or allow others to use the Services for any improper, immoral or unlawful purpose including in any manner which may jeopardise or impair the operation of the Network and/or the Services.
 - Shall only use Equipment approved for use with the Network by DoT.
 - To comply with any instructions issued by the Government, the Authority or VESL, concerning the Customer's access to and use of the Services.
 - To inform VESL immediately and confirm the same in writing if the Equipment and/or the SIM Card is lost, stolen or damaged. The Customer will remain liable for all Charges incurred until the SIM Card is de-activated by VESL.
 - To furnish correct and complete information and documents as required by VESL from time to time. The Services agreed to be provided by VESL shall always be subject to verification of the Customer's credentials and documents and if at any time, any information and/or documents furnished by the Customer is/are found incorrect or incomplete or suspicious. VESL shall be entitled to suspend/terminate the Service forthwith without any further notice.
 - That VESL may suspend the services in whole or in part as per the laid down regulatory guidelines and procedures. VESL reserve the right to charge for the reconnection.
 - To remain liable for the Charges during the period of suspension and thereafter.
 - To comply with all applicable laws, rules and regulation regarding the use of the Services and procurement of the Equipment including but not limited to relevant tax laws and import control regulations.
 - To pay to VESL such amount as VESL may require as security for the due performance of the

- Customer's obligation under these Terms & Conditions. VESL may set of these amount against any cost, damage or expense of VESL which may suffer or incur as result of customer's failure to perform any of these obligations. Security Deposits amount shall not carry any interest.
 - To inform VESL in writing, of any changes in the billing address. Any written communication billing statement or notice from VESL to the Customer will be deemed as served within 48 hours of posting by ordinary mail.
 - To notify VESL immediately in case of any complaints with regard to the Services.
 - To pay all the costs of collection and legal expenses with interest should it become necessary to refer the matter to a collection agency or to legal recourse to enforce payment.
 - Not to assign any right or interest under this agreement without prior notice and prior written consent if VESL.
 - To be bound at all times by any modifications and or variations made to these terms and conditions.
 - You are not entitled to assign/transfer/resell/lease/rent or create any charge/lien on the SIM Card or Service of any nature whatsoever. The SIM card in user terminal is non-transferable.
 - SIM Card/s and mobile phone service number/s are and shall always be the sole property of VESL and shall be returned by Customer upon termination and/or de-activation or temporary suspension of Services. Customer shall have no right to the same at any point of time, for any reason whatsoever.
- Validity:**
 - Both parties agree that, this agreement has been duly authorised and executed and is valid and binding and is enforceable in law in accordance with its terms.
 - The validity construction and performance of this agreement shall be governed by and interpreted in accordance with the laws of the Republic of India.
- Governing Law and Jurisdictions:**
 - The courts in Andhra Pradesh/Hyderabad shall have exclusive jurisdiction.
 - Should any provision of this agreement be or become ineffective or be held to be invalid, this shall not affect the validity of the remaining provisions. Any invalid provision in this agreement shall be replaced, interpreted or supplemented as the case may be in such a manner that the intended financial/other purpose of the agreement will be achieved.
 - This agreement is the complete and exclusive statement of the agreement between the parties and it supersedes all understanding or prior agreement, whether oral or written and all representations or other communications between the parties.
 - These terms and conditions are subject to the Indian Telegraph Act of 1885. The rules and regulation framed thereunder and any statutory modifications or re-enactment for the time being in force and any other Government regulations issued from time to time.
- Disclaimer of other warranties**
VESL makes no representation or warranty other than those set forth in this agreement. VESL expressly disclaims all other warranties express or implied, including, but not limited to any implied warranty or merchantability or fitness for a particular purpose.
- Disclaimer of liability**
VESL shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this agreement, the Services, their use application or otherwise except to the extent to which it is unlawful to exclude such liability.
 - Notwithstanding the generality of (i) above, VESL expressly excludes liability for consequential losses or damages including but not limited any loss of profit, business revenue, goodwill or anticipated savings.
 - VESL, at its discretion, may send to the Customer various information on his/her cellular number through SMS or otherwise, as an Additional Service. In case the Customer does not wish to receive such information he/she may notify VESL for discontinuation of such Additional Services or register themselves on The Telecom Commercial Communications Customer Preference Regulations, 2010 under fully blocked category or partially blocked category or as may be amended from time to time.
 - In the event of any exclusion contained in this agreement shall be held to be invalid for any reason whatsoever, and VESL become liable for loss or damage that it may otherwise not have been liable such liability shall be limited to the cost of the Services actually paid for by the Customer to VESL during the relevant period.
 - Customer agrees to indemnify and keep VESL harmless and defend VESL at its own expense from and against all claims arising as a result of breach of this agreement and from all taxes, duties or levies.
 - Customer agree that any request/communication received from Customers cellular number on VESL Interactive Voice Response (IVR) system or Short Message Service (SMS) or General Packet Radio System (GPRS) shall be deemed to be valid request/communication from the Customer. Nothing herein shall apply with respect to the notice to be given by the Customer section 9 or any other provisions of this agreement.
- Termination**
 - Either party shall have the right to terminate the agreement by giving 60 days prior notice in writing.
 - Notwithstanding anything contained herein, VESL shall be entitled to terminate this agreement and the Services, if:
 - The Government or the Authority either suspends, terminates, nationalizes or takes over the License or the Services temporarily or otherwise;
 - At any time the Customer fails to satisfy the requisite credit checks or provides fraudulent information to VESL;
 - The Customer fails to pay its subscription or the Charges due;
 - The Customer is in breach of any other terms of the agreement and the Customer does not remedy the breach within seven (7) days of the day of receipt of a written notice/SMS from VESL Specifying the breach.
- The agreement may also be terminated at the option of either party, on the happening of the following event:
 - if either party is declared insolvent, bankrupt or is liquidated or dissolved;
 - if a trustee or receiver is appointed to take over the assets of either party;
 - if the Government or the Authority requires any of this agreement to be revised in such a way as to cause significant adverse consequences to either party.
- Termination of this agreement under the preceding provisions shall be without prejudice to and in addition to any right or remedy available to the terminating party under any applicable law or statute.
- In the event of the termination of the agreement for any reason whatsoever, VESL shall be entitled to recover all outstanding Charges and dues from the Customer.
- If the agreement is terminated for reason of fraudulent information provided by Customer and network is disconnected, the security deposit shall be forfeited.

Miscellaneous
All notices required to be given to VESL pursuant to this Agreement shall be in writing and shall be directed by registered post to the Registered Office at Vodafone Essar South Limited, 6th Floor, Varun Towers - II, Main Road, Begumpet, Hyderabad - 500 016, Andhra Pradesh along with Customer name and number.

CIBIL (Credit Information Bureau (India) Ltd.) clause:
(i) Subject as hereinafter provided in this clause, Vodafone shall preserve the secrecy of all details of financial transactions between the Subscriber and VESL to the extent required by general law.
(ii) Notwithstanding the foregoing, the Subscriber hereby authorizes VESL to provide information relating to Subscriber's credit facility/ies and or other information to statutory/regulatory authorities Parties, Regulators, Organizations, Bodies, Credit Rating Bureau / Agency as may be deemed necessary at the sole discretion of VESL.
(iii) Further, VESL is authorized, without reference to the Subscriber, to comply with any request and demand to furnish any information about the Subscriber from any Authority under the law.

Call Centre Access, Toll Free & General information numbers:
(i) For any Complaint and Services Request you can call our toll free number 198 IVR from your Vodafone number, this IVR is available 24x7.
(ii) For any information on our services, products, new tariffs, offers, activations, deactivations process and any other queries or details on 111 IVR (Toll free) from your Vodafone phone OR call Vodafone on +91 98850 98850 from any phone, this IVR is available 24x7.
(iii) If you wish to speak to a Customer Care Executive (Call Center) it is chargeable as per existing regulations.
(iv) All Customer holding Company Owned Company Paid (COCPP) & Company Reimbursed category numbers can call +91 98850 98850 (Toll free) for Enquiry, Service Request & Complaint, this IVR is available 24x7.

Declaration of Consent
Customer hereby irrevocably consents to the collection, processing and use of his/her/its personal data such as (including but not limited to) Customer name, contact details, and employment/ occupation related information for the purposes of using the Services and Additional Services according to VESL's privacy policy displayed on VESL's web site www.vodafone.in.