



Manual of Practice for Handling Customer Complaints

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Manual of Practice for Handling Customer Complaints

Uninor values your association and ensures that you have a wonderful experience with us. In the interest of your business Uninor’s endeavor is to ensure prompt resolution of any complaint. This service manual is one such endeavor, and will provide you with information you need for your future interactions with us.

SERVICE AVAILABILITY AND COVERAGE

Our services are available in the following Circles:

<u>Andhra Pradesh</u>	<u>Bihar</u>	<u>Gujarat</u>
<u>Karnataka</u>	<u>Kerala</u>	<u>Kolkata</u>
<u>ROM</u>	<u>Mumbai</u>	<u>Orissa</u>
<u>Tamil Nadu (including Chennai)</u>	<u>UP East</u>	<u>UP West</u>
<u>West Bengal</u>		

Further details are available on our website www.uninor.in

REDRESSAL OF CUSTOMER COMPLAINTS BY CONTACT CENTRE –

CONTACT CENTRE-

To register your complaint with us simply call our 24 hour contact centre on 121 (toll free) from your Uninor mobile phone. You can write to our Manager – Customer Service for your circle. You can also visit us at your nearest company outlet.

A unique docket number is provided to each complaint received from the customer for easy tracking of the issue. The time required for resolution is also indicated at the time of receiving of complaint.

Contact Centre will-

- Identify and register your complaint
- Allocate a unique docket number (a unique complaint number)
- Seek all details required for complaint resolution
- Communicate the unique docket number (a unique complaint number) and indicate the complaint resolution timeframe.
- Communicate the solution of the complaint to you by phone, SMS or email within specific timeframe
- Provide you with the Nodal Officer's details if you are unsatisfied by the resolution

Time taken to resolve your complaint-

- For complaints where no parameter has been defined and it relates to fault or disruption or disconnection of services, the complaint shall be redressed within **3 days** from the date of registration of complaint.
- For complaints where no parameter has been defined, Redressal of all such complaints will be within **7 days** from the date of registration of complaint.

Circle office address- You can write to Manager- Customer Service in your circle

Circle	Circle Address
<u>Tamil Nadu (including Chennai)</u>	Unitech Wireless (TN) P Ltd, "Tecci Park" 7th Floor, Plot No. 285, Old Mahabalipuram Road, Karapakkam, Sholinganallur Village, Chennai, Pin-600119
<u>Karnataka</u>	Unitech Wireless (South) Pvt. Ltd. "Canberra", Level 11, UB City, #24, Vittal Mallya Road, Bangalore – 560001

<u>Kerala</u>	Unitech Wireless Pvt Ltd, 3rd Floor, Vankarath Towers, Pipeline Junction, N.H. Bypass, Palarivattam, Cochin-682025, Kerala
<u>Orissa</u>	Unitech Wireless East Pvt Ltd, Siddharth Arcade, 1st,2nd &3rd floor,Janpat Road,Unit-9, Bhubaneswar-751022,Orissa
<u>UP East</u>	Unitech Wireless (East) Pvt. Ltd., Hindustan Times House, 25 Ashok Marg, Lucknow 226001
<u>UP West</u>	Unitech Wireless Pvt Ltd, Windsor IT Park,Block A-1, Tower A , 2nd Floor, Sector 125, Noida, Pin Code 201301.
<u>Kolkata</u>	Unitech Wireless (Tamil Nadu) Pvt. Ltd, South City Pinnacle, 11th Floor, Plot No. XI, Block – EP, Sector – V, Salt Lake, Kolkata - 700 091
<u>Mumbai</u>	Unitech Wireless (Mumbai) Pvt. Ltd, Level 10 - Hallmark Business Plaza, Opp Gurunanak Hospital, Sant Dyaneshwar Road Bandra(E)-400051.
<u>ROM</u>	Uninor ,Tower S-4 , 5th floor, Cybercity, IT Park, Magarpatta City, Hadapsar, Pune – 411028
<u>Gujarat</u>	Unitech Wireless (West) Pvt. Ltd., Block C, 4 & 5, 3rd Floor, The Acropolis Mall, Ahmedabad - 380 054
<u>Andhra Pradesh</u>	Unitech wireless (Tamilnadu) pvt ltd, 1-10-39 to 44, 3rd Floor, Gumidelli commercial complex, Opp: shoppers’s stop, Begumpet, Hyderabad – 500016, AP
<u>West Bengal</u>	Unitech Wireless (Kolkata) Pvt. Ltd, South City Pinnacle, 11th Floor, Plot No. XI, Block – EP, Sector – V, Salt Lake, Kolkata - 700 091
<u>Bihar</u>	Unitech Wireless (Tamil Nadu) Pvt. Ltd.1st & 2nd Floor, Vaus Spring, Ashiana Digha Road, Ashiana More, Patna - 800014

REDRESSAL OF CUSTOMER COMPLAINTS BY NODAL OFFICER -

Nodal Officer

If you are unable to get a satisfactory response from our contact centre within the stipulated timeframe then you can contact the Nodal Officer in your region with the unique docket number (a unique complaint number you got post registering your complaint at the Contact Centre). Our Nodal Officer will be available from Monday to Friday between 9:30 am to 6:00 pm.

Nodal Officer will-

- Accept your complaint along with the unique docket number (a unique complaint number you got post registering your complaint at the Contact Centre).
- Acknowledge your complaint within 3 working days from the date of the receipt of the complaint
- Re-register your complaint and assign a new unique docket number
- Analyze the complaint end to end and communicate the solution of the complaint to you by phone or email within specific timeframe
- Provide you with the Appellate Authority's details if you are still unsatisfied by the resolution

Time taken to resolve your complaint-

- The Nodal Officer shall redress the complaints of the customer within 10 days of registration of complaint.
- For complaints where no parameter has been defined and it relates to fault or disruption or disconnection of services shall be redressed within **3 days** from the date of registration of complaint.

Nodal Officer Details

Circle	Name of Nodal Officers	MSISDN	Email ID
<u>Tamil Nadu (including Chennai)</u>	Vidhyapriya V	9171114700	nodalofficer.tn@uninor.in
<u>Karnataka</u>	Rashmi Bhaskar	9060010101	nodalofficer.kk@uninor.in
<u>Kerala</u>	Aneesh Babu	0484-6607788	nodalofficer.ker@uninor.in
<u>Orissa</u>	Mohsin Khan	9124010101	nodalofficer.ori@uninor.in
<u>UP East</u>	Kulbir Singh Saluja	9125149527	nodalofficer.upe@uninor.in
<u>UP West</u>	Sumit Vaid	0120 3322331	nodalofficer.upw@uninor.in
<u>Andhra Pradesh</u>	Naveen Tammana	9059025000	nodalofficer.ap@uninor.in
<u>Bihar</u>	Feroz Khan	9122061073	nodalofficer.bih@uninor.in
<u>West Bengal</u>	Richard Soumitra Rozario	9126010101	nodalofficer.wb@uninor.in
<u>Kolkata</u>	Sujan Bhattacharjee	9062010101	nodalofficer.kol@uninor.in
<u>Mumbai</u>	Moushumi Chakraborty	9172010101	nodalofficer.mum@uninor.in
<u>ROM</u>	Rupesh Pawar	9175010101	nodalofficer.mah@uninor.in
<u>Gujarat</u>	Komal Shah	9173010101	nodalofficer.guj@uninor.in

REDRESSAL OF CUSTOMER COMPLAINTS BY APPELLATE AUTHORITY-

Appellate Authority – Appeal process

If the complaint is still not resolved within 10 days from registering the complaint with the Nodal officer, you can approach the Appellate Authority in your region with the unique docket number (a unique complaint number you got post registering your complaint with the Nodal Officer). Our Appellate Authority will be available from Monday to Friday between 9:30 am to 6:00 pm for a prompt resolution.

While making an appeal at the Appellate Authority please keep in mind-

- Your appeal must be submitted through the Appeal Form, duly acknowledged duplicate copy of the appeal form will be returned to you
- You must file the appeal within 3 months after the expiry of the complaint resolution time limit
- You need to provide your unique docket number (a unique complaint number you got post registering your complaint with the Nodal Officer) while contacting the Appellate Authority
- A unique docket number of your appeal will be communicated to you

Appellate Authority will-

- Acknowledge your appeal within 3 working days from the date of the receipt of appeal
- Accept your appeal along with the unique docket number issued to you by the Nodal Officer
- Re-register your complaint and assign a new unique docket number (with details of previous unique complaint number included)
- Communicate this new unique docket number and resolution time to you
- Analyze the complaint end to end and communicate the solution of the complaint to you by phone, SMS or email within specific timeframe
- Appeal form should be filed within 3 months after the expiry of the complaint resolution time mentioned by the Nodal Officer. Appeal older than 3 months may be considered by Appellate Authority on the condition that sufficient reason has been given for not filing it within 3 months.

Time taken to resolve your complaint-

- The Appellate Authority shall decide every appeal within **3 months** from the date of filing the appeal and pass the order in accordance
- The order of the Appellate Authority shall be communicated in writing within **7 days** of the order to the appellant

Appellate Authority Details

Circle	Name of Appellate Authorities	MSISDN	Email ID
<u>Tamil Nadu (including Chennai)</u>	NFA Abubacker	9171119865	appellate-authority.tn@uninor.in
<u>Karnataka</u>	Utpal Mitra	9060010102	appellate-authority.kk@uninor.in
<u>Kerala</u>	Naresh Kumar. K	0484-6607799	appellate-authority.ker@uninor.in
<u>Orissa</u>	Tarapada Sahu	9124010102	appellate-authority.ori@uninor.in
<u>UP East</u>	Abhishek Miglani	9125139527	appellate-authority.upe@uninor.in
<u>UP West</u>	Arvinder Singh Grewal	0120 3322332	appellate-authority.upw@uninor.in
<u>Andhra Pradesh</u>	Nishad AK	9059025111	appellate-authority.ap@uninor.in
<u>Bihar</u>	Rajesh Singh Chaudhary	9122719656	appellate-authority.bih@uninor.in
<u>West Bengal</u>	Ashikur Rahman	9126010102	appellate-authority.wb@uninor.in
<u>Kolkata</u>	Dipanwita Das	9062010102	appellate-authority.kol@uninor.in
<u>Mumbai</u>	Rajesh Mishra	9172010102	appellate-authority.mum@uninor.in
<u>ROM</u>	Neelesh Atre	9175010102	appellate-authority.mah@uninor.in
<u>Gujarat</u>	Rajiv Bajpai	9173010102	appellate-authority.guj@uninor.in

Terms and Conditions for Prepaid Customers

1. DEFINITIONS

(Unless the context of this Agreement otherwise requires words of any gender are deemed to include those of the other gender)

- (a) “Charges” shall mean all the fees, charges / tariffs, interconnection costs and rates chargeable by Company from the Subscriber from time to time for providing the Services including all the fees, taxes, charges etc. levied under the applicable Law;
- (b) “Equipment” shall include any Global System for Mobile communication(GSM) compatible cellular mobile telephone and/or any other equipment which has a valid IMEI number and which can be used along with the SIM Card for connecting to the Network in order to avail the Services;
- (c) “Government” or “Government Authority” shall mean any applicable local, municipal, state, central or other governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in India, including the Department of Telecommunications, Government of India (DoT) and Telecom Regulatory Authority of India (TRAI);
- (d) “Law” shall mean any law, statute, ordinance, rule, regulation, bye-law, guideline, policy order, direction, notification or other pronouncement having the effect of law of any Government Authority, as currently interpreted and administered;

- (e) "License" shall mean the relevant license(s) including amendments, if any, granted by the DoT to Company under the applicable Law for provision of the Services;
- (f) "Network" shall mean the telecommunication network owned or used by Company for providing the Services;
- (g) "Person" shall mean any natural person, limited or unlimited liability company, corporation, partnership, proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof of any other entity that may be treated as a person under applicable Law;
- (h) "Recharge" shall mean loading of airtime value on, and/or extending the validity period of, the SIM Card for availing the Services through a secret code printed on the physical coupon or through any other mode including without limitation electronic mode;
- (i) "Services" shall mean all the prepaid cellular mobile telephony services and such other value added services, as may be provided by Company from time to time;
- (j) "SIM Card" shall mean the Subscriber Identification Module being a prepaid card or microchip programmed with data which is used with the Equipment to gain access to the Network in order to avail the Services;
- (k) "Company Prepaid Recharges" or "UPR" shall include the physical recharge coupons, slips, e-Top Ups, special tariff vouchers, riders, validity vouchers, electronic Recharge etc. that may be made available by Company in different denominations from time to time for Recharge of the SIM Cards, on the terms & conditions mentioned on/applicable for the respective UPR;

2. COMMENCEMENT

2.1 This Agreement shall commence upon Company activating the SIM Card of the Subscriber and shall continue subject to other terms of this Agreement and the terms of the License, as per the plan(s)/scheme(s)/Services(s) chosen by the Subscriber. Any payment made by the Subscriber to Company shall not create any right in favour of the Subscriber until activation of the SIM Card by Company. In addition, Company reserves the right to verify the particulars and documents provided by the Subscriber and de-activate the SIM Card even after activation if any discrepancy is found therein or in compliance of the applicable Law. The grant of connection and subscription to the Services is at the sole discretion of Company and Company reserves the right to reject any application for any reason without any liability whatsoever.

3. PROVISION OF SERVICES

3.1 Company agrees to provide the Services to the Subscriber subject to the terms and conditions of this Agreement and the terms of the License. Company shall provide the Subscriber a SIM Card, a PIN (Subscriber's security Code) and a personalized cellular mobile service number ("Mobile Number") to enable the Subscriber to use the Services. Company shall, in its sole and absolute discretion, allot the Mobile Number to the Subscriber and the Subscriber shall have no right whatsoever to get a particular Mobile Number allotted from Company.

3.2 Company does not guarantee hundred percent Network coverage. The Services shall be available only within the coverage area of the Network in the respective telecommunication circle and shall be subject to tie ups with other network operators in other telecommunication circles. In view of the aforesaid and otherwise, the Subscriber shall always be responsible to check and verify in detail the Network coverage at the time of soliciting the subscription to the Services as well as at the time of going out of the home network to ascertain the availability of the Services in the area where he intends to use the Services.

3.3 Company shall be at liberty to provide the Services under any brand name. All the value added services available with Company shall not be made available to the Subscriber. Company is entitled to change, vary, add or withdraw any or all value added services and/or to vary the Charges/prices of these services at its sole discretion.

3.4 Company shall, subject to applicable Law, be entitled to send to the Subscriber various information on his Mobile Number through Short Message Service (SMS) or otherwise. Company, may at its sole discretion, vary, alter or amend any term(s) and condition(s) for providing the Services due to regulatory, administrative and/or commercial compulsions or for any other reason considered necessary in the interest of business operations. Company shall also have the right to amend the Customer Application Form if so required for the proper provisioning and conduct of the Services or in public interest or if mandated by any change in the applicable Law or consequent to the change in the terms on the License.

4. TARIFF & CHARGES

4.1 The Charges shall be as per the prevailing tariff applicable for the Services at the time of usage of the Services. Subject to applicable Law, Company reserves the right to vary the Charges, validity or any other terms and conditions applicable on the SIM Card/ Services at any time, at its sole discretion. The Subscriber hereby agrees that any change in the Charges or the related terms & conditions, schemes etc. communicated inter-alia through SMS, Interactive Voice Response (“IVR”) system, General Packet Radio System (“GPRS”) or through any other mode communicated by Company from time to time etc. shall be a valid and proper intimation.

4.2 Any increase/addition in taxes, levies, duties or any other statutory charges etc. (present/future) shall be to the Subscriber’s account without any notice and shall at all times be deemed to be part of the Charges. In case of loss or damage of the SIM Card, the Subscriber may apply to Company for a new SIM Card, the issue of which shall entail all the applicable Charges.

5. VALIDITY & RECHARGE

5.1 In order to avail the Services continuously, the Subscriber shall be required to Recharge his SIM Card by purchasing the relevant UPR, from time to time. However, Company reserves the right to stop/modify such Recharge at its sole discretion.

5.2 The validity period of the Services shall be counted from the date of activation. In case of Recharge, the validity period shall be computed from the date of Recharge.

5.3 If the Services are recharged before the expiry of the validity period or within certain time period of the grace period(after expiry of validity period), as communicated by the Company from time to time, then residual credit, if any, shall be carried forward to the next validity period. Further, in case, the Services are not recharged within the grace period, the Services stand disconnected and the Mobile Number may be cancelled and allotted to another Subscriber as per discretion of the Company.

5.4 Company reserves the right to disconnect the Services from the SIM Card if the same is not used for a continuous period, communicated by the Company from time to time.

5.5 The Subscriber may call Company’s IVR system in order to know the residual balance left in his account.

6. SUSPENSION AND DISCONNECTION

6.1 Company shall use all reasonable efforts to make the Services available to the Subscriber at all times. However the quality, functionality, availability and/or reliability of the Services may be affected, and/or Company is entitled to, without any liability whatsoever, to refuse, limit, suspend, vary or disconnect the Services, in whole or in part, at any time, at its sole discretion with respect to one/all Subscribers, without any notice, for any reason which is found reasonable by Company including but not limited to the following:

- (a) Enactment, passing and issuance of a new Law, including changes in the existing Law, prohibiting and/or suspending the rendering of the Services;
 - (b) Limitations/ interference caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions in proper transmission of the radio frequencies;
 - (c) Technical failure/ modification /upgradation or variation, relocation, repair and/or maintenance of the systems /equipments used by Company to provide the Services;
 - (d) To combat potential fraud, sabotage, willful destruction, act of terrorism, nuisance etc.;
 - (e) If the Services are used in any manner, which violate any Law or adversely affect or interfere in any manner, the rendering of Services by Company;
 - (f) Any discrepancy found /wrong particular(s) provided by the Subscriber in the Customer Application Form;
 - (g) Breach of any terms and conditions of this Agreement on the part of the Subscriber;
 - (h) If rendering of Services becomes impossible in view of the problems arising on account of interconnection between Company and other telecom service providers;
 - (i) Any other reason found to be reasonable by Company warranting suspension/disconnection of Services; and
 - (j) Act of God, fire, riots, strike, lock out, war, acts of terrorism, armed rebellion, civil commotion or any other factor beyond the control of Company which makes the rendering of Services impossible.
- 6.2 If the Services are suspended due to any of the factors mentioned hereinabove, Company reserves the right to charge the Subscriber for reconnection thereafter.

7. OBLIGATIONS OF THE SUBSCRIBER

- 7.1 The Subscriber hereby represents and warrants to Company that all the information provided in the Customer Application Form is true and correct and the Subscriber shall be solely responsible and liable if the same is Xfound incorrect or misleading. The Subscriber also agrees to provide further information as and when required by Company, and to comply with all directions, guidelines, instructions etc. issued by Company relating to the Network, Services and any/all matters connected therewith or incidental thereto. The Services agreed to be provided by Company under this Agreement shall always be subject to verification of the Subscriber's credentials and documents and if at any point of time, any information and/or documents furnished by the Subscriber to Company is/are found incorrect, incomplete, misleading or suspicious, Company shall be entitled, in its sole discretion, to suspend / terminate the Service forthwith without giving any further notice to the Subscriber.
- 7.2 The Subscriber shall be liable to pay Company all the Charges for the Services provided to the Subscriber by Company, including applicable Charges for the value added/supplementary Services and other payable Charges or levies as published and notified by Company from time to time, whether or not the Services have been used by the Subscriber himself;
- 7.3 The Subscriber hereby agrees that the SIM Card and the Mobile Number are, and shall always be, the sole property of Company and the same shall be returned by the Subscriber to Company upon termination, deactivation and/ or temporary suspension of Services. The Subscriber shall use only such Equipment that has been approved by the DoT for use with the Network. In addition, it shall be the sole responsibility of the Subscriber to ensure that the Equipment is compatible to the frequency allocated to Company and the other respective roaming service providers in order to avail the Services.
- 7.4 The Subscriber shall, at all times, ensure safekeeping of the SIM Card, original receipt of payment and any other important document as the same may be required during interface with Company from time to time. Company shall not be liable in any manner whatsoever for any loss or liability incurred by the Subscriber resulting from the unauthorized use of the SIM Card. In the event the SIM Card is lost, misplaced or stolen from the Subscriber ("Lost SIM Card"), the Subscriber shall inform Company as soon as possible to suspend all the Services in relation to the Lost SIM Card. On receipt of such information from the Subscriber, Company

shall be duly authorized to suspend all or any part of the Services and/or disconnect the SIM Card from the Network. Notwithstanding the aforesaid, the Subscriber shall be liable to pay Company the Charges for the Services availed through the Lost SIM Card before the Services to the Lost SIM Card are suspended by Company. No credit shall be given on the available balance of the Lost SIM Card to the Subscriber

- 7.5 The Subscriber shall not use or cause or allow any Person to use the Services for any immoral, indecent, unlawful or abusive purpose, or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting/infringing upon national or social interest, nor create any damage or risk to Company or its Network or Subscribers or any other Person and Company reserves the right to suspend the Services to such Subscriber on happening of any such event. Any such infringement or misuse shall under no circumstances be attributable to Company and the Subscriber shall be solely responsible for all such acts. The Subscriber hereby agrees to indemnify and hold harmless Company and its officials/representatives against all suits, costs, damages or claims of any kind arising out of any act or omission or misuse of the Services by the Subscriber or any other Person with or without the Subscriber's consent.
- 7.6 The Subscriber hereby agrees to indemnify and hold Company harmless against any claims for libel or slander arising out of communications sent or received by the Subscriber on the Network and for any claims arising out of any infringement or violation of copyright by the Subscriber or by any one else using the SIM Card of the Subscriber. The Subscriber hereby agrees to indemnify, keep harmless and defend Company at his own expense from and against all claims arising as a result of breach of this Agreement by the Subscriber or by any Person acting for or on behalf of the Subscriber.
- 7.7 The Subscriber shall comply with any instructions/ directions/ notifications etc. issued by any Government Authority and/or Company, from time to time, and also with the applicable Law concerning the Subscriber's access to and use of the Services and procurement of the Equipment including but not limited to relevant tax laws and import control regulations.
- 7.8 The Subscriber hereby agrees that any request / communication received from Subscriber's Mobile Number on Company's IVR system, GPRS or SMS or any other mode communicated by Company from time to time shall be deemed to be a valid request communication from the Subscriber. However, nothing herein shall apply to the notices to be given by the Subscribers under provisions of this Agreement.
- 7.9 For change/addition/deletion of any features from the Services or for subscribing to any additional /supplementary Services/ schemes/plans, the 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.
- 7.10 If as the result of a system failure, arising from the tampering of the Equipment and/or the SIM Card, there is any utilization of the SIM Card in excess of the value of the talk time for which it has been issued or Recharged by Company, Company shall be entitled to claim from the Subscriber, the Charges for the talk time which is in excess of the value to the credit of the SIM Card. In arriving at such excess utilization, the billing records generated by Company Network shall be conclusive and binding on the Subscriber who shall accept the same and pay Company accordingly. In addition to the above, Company, in its sole discretion, shall be entitled to disconnect the Services to such Subscriber with immediate effect.

8. TRANSFER/ASSIGNMENT

- 8.1 The Subscriber shall not assign any right or interest under this Agreement to any Person without the prior written consent of Company. Further, the Subscriber shall not assign/ transfer/ re-supply/ lease/ rent or create any charge/lien on the SIM Card or the Services provided by Company, without prior permission of Company. Any transfer affected in contravention of the

express terms contained herein, shall not absolve the Subscriber of his primary and sole liability towards Company for the Charges leviable in respect of such SIM Card.

- 8.2 The Parties hereby expressly agree that Company's acceptance of payment from a Person other than the Subscriber for the SIM Card or for any other Services availed by the Subscriber shall not amount to or construed as an acceptance/ consent/ acquiesce on the part of Company to any transfer/ assignment of the SIM Card and/or any of the rights and obligations of the Subscriber under this Agreement to such Person.

9. DISCLAIMER OF LIABILITY

- 9.1 The Parties hereby agree that Company makes no representation or warranty other than those expressly set forth in this Agreement. Company expressly disclaims all other warranties expressed or implied, including, but not limited to any implied warranty or merchantability or fitness for a particular purpose.
- 9.2 The Subscriber hereby waives and agrees to continue waiving any/all claims for any loss, delays, costs, expenses, fees, judgments, damages, direct, incidental or consequential, arising out of any mistakes, omissions, interruptions, delays, errors, defects or other failures with respect to Company or the billing arrangements/IVR system/Network.
- 9.3 Notwithstanding anything contained in this Agreement, but subject to the applicable Law, Company shall not be liable in any manner whatsoever to the Subscriber or any Person claiming under/ on behalf of the Subscriber, for the following:
- (a) 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;
 - (b) any consequential loss of profits, business opportunity, revenue, goodwill or anticipated savings;
 - (c) any act of commission or omission of any franchisee/ business associate/ distributor /channel partner/ dealer / retailer / third Person/ supplier of Company;
 - (d) any delayed activation of the SIM Card;
 - (e) any dealings of the Subscriber with any Person that is not authorized by Company to deal on its behalf;
 - (f) for any failure / deficiency on the part of Company in carrying out its obligations under this Agreement by reason of factors which are beyond the control of Company such as atmospheric conditions, Acts of God, riots, change in applicable Law, war, armed rebellion, riots, fire, theft, strikes, lock-outs, civil commotions, act of Government etc. and any other force majeure conditions due to which the Services are affected.
- 9.4 In the event any exclusion contained in this Agreement is held to be invalid by a competent Authority and Company is liable for loss or damage that otherwise it would not have been liable for, such liability shall be limited to the cost of the Services actually paid by the Subscriber to Company during the relevant period.

10. GOVERNING LAW AND JURISDICTION

- 10.1 The validity, construction/ interpretation and performance of this Agreement shall be governed by and in accordance with the laws of India. This Agreement and all the disputes, differences, claims, rights and obligations arising from, out of, or in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts and tribunals in Delhi, India.

11. TERMINATION

- 11.1 Notwithstanding anything contained in this Agreement, Company shall be entitled to terminate this Agreement and the Services on happening of any of the following events:
- (a) the License is suspended, terminated, nationalized or taken over by the Government;
 - (b) the Subscriber provides incorrect, misleading or fraudulent information to Company;

(c) the Subscriber fails to comply with the applicable Law in relation to availing and use of the Services; and/or (e) the Subscriber commits breach of any term of this Agreement.

11.2 The Parties hereby agree that the 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 the applicable Law. Notwithstanding the termination of this Agreement for any reason whatsoever, Company shall be entitled to recover all outstanding Charges and dues from the Subscriber.

12. MISCELLANEOUS

12.1 The Parties hereby agree that this Agreement has been duly authorized and executed and is valid, binding and enforceable under the applicable Law. The Parties hereby agree that invalidity or unenforceability of any of the provision of this Agreement shall not affect the validity of the remaining provisions hereof. Any invalid provision in this Agreement shall be replaced, interpreted or supplemented by the Parties, as the case may be, in such a manner that the remaining provisions of this Agreement can be enforced and the intended economic purpose of this Agreement is achieved. This Agreement and the provision of Services hereunder are subject to the applicable Law, including, but not limited to the Indian Telegraph Act of 1885, as amended from time to time and the rules and regulation framed from time to time there under.

12.2 The Subscriber hereby represents that he has been fully informed about the Services offered/ provided by Company and the specifications, requirements, limitations, etc. thereof and has fully read / has been explained in vernacular, verbatim the contents of the Customer Application Form including this Agreement and has understood the same and has signed it in token of his consent, with the clear understanding that it is a valid and binding document and can be enforced in accordance with Law.

12.3 This Agreement is the complete and exclusive statement of the terms and conditions agreed between the Parties and supersedes all prior understandings, agreements, representations and/or communications, whether oral or in writing, between the Parties. All notices required to be given to Company pursuant to this Agreement shall be in writing and shall be delivered by registered post to the registered office address of Company at that point in time. For further information in relation to Company, the Services and various tariff plans, schemes and incentives offered by Company from time to time, the Subscriber may log on to

Company website www.uninor.in.

12.4 Any Subscriber using the SIM Card for telemarketing purpose has to register himself on website <http://ndncregistry.gov.in> or as notified as per the guidelines issued by the Telecom Regulatory Authority of India. For any clarifications the Subscriber can call the customer care centre of Company or visit its website. If the Subscriber wishes to restrict unsolicited commercial communication on his Equipment, the Subscriber should get his Mobile Number listed for the Do Not Disturb' service of Company. Subscriber can get his number listed for this facility by calling 1909 or sending an SMS to 1909 with keyword 'START DND'.

APPEAL FORM

(Regulation 11 of the of Telecom Consumers Protection and Redressal of Grievances Regulations, 2007}

<p>Appeal under regulation 11 of the Telecom Consumers Protection and Redressal of Grievances Regulations, 2007 to the appellate authority appointed by----- ----- (mention name and address of service provider) 1. The Name, Address, Telephone Number, Facsimile number and the e-mail address of the Appellant.</p>	
<p>2. Telephone Number or Cellular Mobile Telephone Number or Broadband Connection Identity, as the case may be, for which appeal is filed</p>	
<p>3. The name of the city /district of the origin of complaint</p>	
<p>4. The name of the State or licensed service area, as the case may be, of the origin of complaint.</p>	
<p>5. Nature of Complaint (specify, whether complaint relates to Provisioning/Activation/Billing/ Fault- Repair/Service disruption /disconnection of</p>	

service/ Value Added Service / Closure / Termination or specify if any other).	
6. The docket number allotted by the Call Centre at the time of lodging complaint under clause (a) of sub-regulation (1) of regulation 4 and date of lodging the complaint with the Call Centre.	
7. The unique complaint number communicated by the Nodal Officer under clause (c) of regulation 8, and date of lodging the complaint with the Nodal Officer.	

8. Date of decision of the Nodal Officer and decision intimated by the Nodal Officer	
9. Statement of Facts relating to grievance or appeal: (attach separate sheet signed by Appellant if required)	
10. Grounds of Appeal: A full description of the matter, which is the cause of the grievance, including copies of any relevant and supporting documents, if any, and the relief claimed in Appeal (attach separate sheet signed by Appellant if required).	
11. A statement to the effect that same subject matter or issue, for which an appeal has been filed under these regulations, is not covered in any proceedings before any court or tribunal or under the Consumer Protection Act,1986 (68 of 1986) or any other law for the time being in force.	
12. Details of any other relevant material or document.	

13. Whether the Appellant requests to grant him exemption from appearing in person and decide the appeal on the basis of information, document or record filed by him.	
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Form for verification

I, _____ (name in full and in block letters), the appellant, son/daughter of _____ do hereby declare that to the best of my knowledge and belief, the information given in this appeal and the annexure and statements accompanying the appeal are correct, complete and truly stated. 21

.....

Signature of appellant

(Name of appellant).....

(Specify status of the appellant, whether a company/firm/society/ individual/ others
.....)

Note1. The Form of appeal, grounds of appeal and the Form of verification appended shall be signed by the appellant.

Note2. The appellant shall submit in duplicate the appeal in this Form.