



**1. definitions**

in this form and contract:

- a) "call charges" means a charge per unit at the rate set out in the schedule of tariffs published by airtel from time to time which measures use of the services and enables the customer to be charged for such use.
- b) "connection" means the activation of customer equipment or the sim card in the system.
- c) "connection charge" means the relevant fee payable for the connection.
- d) "customer" means the customer named overleaf.
- e) "customer equipment" means the airtel telephone equipment and accessories as supplied by airtel, or airtel's nominated agents/dealers to the customer or any other telephone equipment specifically authorized by airtel and supplied to the customer for connection to the system.
- f) "fees" means any charge levied by airtel in accordance with the schedule of tariffs published by airtel from time to time including any tax, duty, charge or imposition levied in connection with the service.
- g) "BTRC" means bangladesh telegraph and telecommunications board.
- h) "BTRC" means bangladesh telecommunications regulatory commission.
- i) "service" means the prepaid and/or postpaid telecommunications service(s) as the case may be, provided by airtel from time to time through the system.
- j) "system" means airtel's mobile cellular telephone system.
- k) "sim card" means the subscriber identity module card that contains the customer information.
- l) "encryption device" means any device used to protect, interfere with or secure data/voice transmission over the system.
- m) "airtel" means airtel bangladesh ltd.

**2. connection to the system and provision of service:**

- a) subject to the terms and conditions of this contract, airtel will connect and maintain the connection of customer equipment (or the sim card) to the system and will endeavour to make the service available to the customer throughout the term of the contract.
- b) the customer recognizes that despite airtel's commitment to offer the best service quality, the services by its very nature may, from time to time, be adversely affected by natural or artificial physical structures/constructions, atmospheric conditions, various natural, technical, topographical, environmental, regulatory, legal and such other factors and causes of interference including solar radiation without limitation, and may fail or require maintenance without notice. airtel shall not be liable for any disruption, interruption, suspension or termination of the service caused due to the foregoing and shall be entitled to, without any liability, refuse, limit, suspend, disable, delete, vary and/or interrupt service or any part thereof, for one or more subscribers, at any time, in its sole discretion, without notice or assigning any reason. in addition, airtel shall not be liable for any interruption, suspension or termination of any service necessitated by order of the government of Bangladesh or of the BTRC or if required by law, whether with or without notice.

**3. charges and payments:**

- a) fees for the customer equipment, installation of the same, sim cards, connection and the service are available at airtel's sales offices and on airtel's website.
- b) unless otherwise agreed by airtel in writing and without prejudice to airtel's right to charge other or different amounts in the future, a customer shall pay airtel:
  - i. customer equipment costs - payable prior to the delivery and connection of the customer equipment.
  - ii. sim card costs - payable prior to the delivery and connection of sim card(s).
  - iii. connection charge - a once only payment, payable prior to the connection of the customer equipment or sim card.
  - iv. installation fee - payable (where applicable) prior to installation and connection of the customer equipment (or sim card).
  - v. all call charges - payable in advance, including all charges incurred by the customer equipment or sim card, whether or not the customer used or authorized the use of the customer equipment or sim card giving rise to those charges.
  - vi. taxes, duties and levies which are or may be levied in accordance with applicable laws, rules and regulations.

**specific to prepaid**

- c) the call charges shall be determined exclusively by reference to details of calls recorded by airtel.
- d) only customers who have made a written request to airtel shall receive information as regards to all calls made and such information will be made available either in printed or electronic form, subject to payment of a charge to be stipulated by airtel. the information will only be provided for calls within the period of four weeks preceding the date of receipt of such a written request by airtel. the invoices or printed/electronic record of such information shall be final and binding on the customer unless the customer can establish to the satisfaction of airtel within three months of the date of the invoice/printed or electronic record that an entry contained therein is incorrect.
- e) the customer may purchase airtel scratch cards (the "cards") for use in connection with such services and shall be charged such other fees as airtel may determine from time to time in connection with such pre-paid services. the value of any card shall be adjusted against the call charges and other amounts due to airtel for utilization of the service through the card and airtel's records regarding the same shall be final and binding on the customer. each card shall contain an expiry date and the card will require to be dialed in for activation prior to the expiry date and failure to do so will render the card invalid with no obligation or liability of airtel arising from such invalidity. a card must be used during the account validity period, stipulated by airtel for the same and such account validity period shall be calculated from the date the card number is first dialed in to the system. any balance remaining in a card after the expiry of the account validity period for the same shall lapse and the customer will have no claim against airtel arising from the lapse of such balance.
- f) airtel shall have the right to suspend/disable, delete/permanently disconnect/retire the provision of the service to the customer when his or her card becomes invalid due to failure of recharge. a customer shall not be able to claim his/her account or mobile number after permanent deletion. airtel is not liable to inform a customer about the permanent deletion of his/her account.
- g) airtel shall have the right to re-use/recycle/resell any mobile number corresponding to a permanently deleted pre-paid account/mobile number.
- h) if there is no activity within the last 03 (three) months of the validity period i.e. 1 (one) year, airtel has the right to block, cancel and resell the number without giving any notice as airtel has the sole right to determine anytime the current state of pre-paid customer's account.

**specific to postpaid**

- i) airtel will in its discretion determine an appropriate credit limit for the customer and such credit limit is to be covered by a security deposit placed by the customer with airtel. in the event that the credit limit is exceeded at any time, airtel will be entitled to disconnect the customer's service and the customer hereby waives all claims and rights in respect thereof including the right to contest such disconnection. the security deposit less any amount certified by airtel as being owed to it by the customer shall be refunded by airtel following termination of this contract.
- j) the monthly access charge shall continue to be payable by the customer to airtel during any period of suspension or disconnection of the service which is requested by the customer or by a person appearing to airtel to act on behalf of the customer or when enforced by airtel in events such as non-payment of its invoices and dues or misuse of the service or pursuant to sub-clause (a) of clause 10 hereof.
- k) the call charges shall be determined exclusively by reference to details of calls recorded by airtel.
- l) invoices for sums due under the contract shall be issued to the customer at such intervals and in such formats and containing such information as airtel shall from time to time determine. the invoices shall reflect on the types of service and the units for which charges are made including, but only to the extent requested by the customer in writing, at the starting time of each connection, the number called and the duration and number of units for each call. the invoices of airtel shall be final and binding on the customer unless the customer can establish to the satisfaction of airtel within three months of the date of the invoice that an entry contained therein is incorrect.
- m) all invoices of airtel are due for payment by the customer by the due date printed on the invoice and failure to pay the entire invoice amount by this due date will render the customer liable to immediate disconnection from the system. before reconnection, the customer will be required to pay all outstanding amounts plus prevailing reconnection charges and may also be required to pay an advance against payment of future accounts of such amount as may be determined by airtel.
- n) in case of failure on the part of the customer to pay any fees by the due date, airtel also reserves the right to disconnect service to all other connections held by the customer and to charge a surcharge and/or mark up on the outstanding amount at such rate as determined by airtel from time to time which shall be set forth in the schedule of charges of airtel.
- o) the customer may obtain call details of his/her mobile phone as per airtel policy upon paying service fees which may be determined by airtel from time to time.

**4. duration and term:**

- a) this contract shall commence on the date of approval by airtel following signing of the form overleaf by the customer, whose approval shall be signified by the connection and subject to the provisions of clause 10 hereof, shall continue thereafter until terminated by either party by giving not less than one month's notice in writing to the other party.
- b) airtel shall, however, be entitled to disconnect service or terminate the contract forthwith in the event that any charges payable hereunder by the customer remain unpaid after becoming due or in the event of misuse of service by the customer. notwithstanding the termination of the contract all rights of airtel accrued till the date of termination shall continue until satisfied in full by the customer.

**5. directory of customers:**

- a) airtel may, in its sole discretion, provide directory enquiry services to its customers consisting of access to current information such as names and telephone numbers of its customers and the customers of other co-operating operators, except those customers that request not to have such information publicly disclosed. notwithstanding the foregoing, airtel is under no obligation to publish a directory of customers or provide any directory enquiry service. the customer agrees that airtel may disclose its name and telephone number as part of such directory enquiry service unless the customer has indicated to airtel in writing that it does not wish to be listed in any directory.
- b) airtel will not have any liability for incorrect or omitted entries in any directory of customers which it may publish.
- c) airtel may charge customers for non-standard entries in any directory published or circulated by airtel.
- d) airtel shall have the right to provide any information including call recording/details of the subscriber to the law enforcing agencies as and when required by the law of the country.

**6. assignment:**

- a) this contract is personal to the customer and the rights, benefits, obligations, or liabilities thereof and may not be assigned, transferred or sub-contracted to anyone else without the prior written consent of airtel. the transfer of service to another party will not be allowed by airtel without airtel's written approval and implementation of airtel's procedure for such transfer.
- b) airtel may at any time assign its rights under this contract to any third party without prior notice to the customer.

**7. warranties:**

- a) airtel warrants for a period of twelve (12) months from the date of receipt by the customer of customer equipment or sim cards purchased from airtel (herein after the "warranted equipment") that the warranted equipment will meet the applicable airtel product specifications and will be free from defects in material and workmanship. in the event of a defect in material and workmanship, or of a failure to conform to the applicable product specification during the airtel warranty period, airtel at its option will either repair or replace the warranted equipment. any warranted equipment replaced will be on exchange basis, and any warranted equipment retained by airtel through replacement shall become the sole property of airtel. the customer shall, in the event of a defect in the warranted equipment or of a failure of the warranted equipment to conform to the applicable product specification during the airtel warranty period, return the warranted equipment to the authorized airtel repair depot. all charges for shipping such warranted equipment to the authorized airtel repair depot shall be borne by the customer. the customer shall collect the replaced or repaired warranted equipment from the same repair depot at such time as advised by airtel. replacement or repair as mentioned herein shall be the extent of airtel's obligation under this warranty and the customer's exclusive remedy. the above warranty shall not apply where the warranted equipment is used in combination with equipment not supplied, manufactured or approved by airtel. this warranty is specifically limited to defects in material and workmanship in the warranted equipment and for failure of the warranted equipment to conform to the applicable product specification and, without prejudice to the limitation as aforesaid set out the warranty shall not apply to the repair or replacement necessitated by catastrophe, misuse, abuse, fault or negligence of the customer or other users; effects or damage from improper testing, operation, maintenance, installation adjustment, or any alteration or modification of any kind; breakage or damage to antennas unless caused directly by defects in material or workmanship; warranted equipment whose serial numbers have been removed or made illegible; rechargeable batteries; control unit coil cords that are stretched or have the 8 pin modular tab broken; defects or damage due to spilling of food or liquids, plastic surfaces and all other externally exposed parts that are scratched or damaged due to normal customer use. airtel shall have the right, at any time to recall warranted equipment. if in its opinion such warranted equipment is not in accordance with applicable airtel product specifications or has defects in material or workmanship for any other reason whatsoever, and the customer shall immediately return the warranted equipment to the designated airtel repair depot, and airtel shall, at its discretion, either repair or replace the same. all charges for shipping such warranted equipment to the authorized airtel repair depot shall be borne by the customer. the customer shall collect the replaced or repaired warranted equipment from the same repair depot at such time as advised by airtel.
- b) no alteration, attachment, or repair will be made to the customer equipment or sim card except by airtel's authorized representative or agent.
- c) no warranty from airtel is applicable to used or second hand customer equipment purchased by any customer from airtel or any other source.
- d) save as expressly stated herein, all conditions, warranties and undertakings, expressed or implied, statutory or otherwise are excluded.

**8. liabilities:**

- a) it is expressly agreed between the customer and airtel that airtel shall not be subject to any liability or responsibility by reason of any delay in effecting repairs or for any failure or delay in establishing communication between the customer or any other person or for any failure or delay

while the customer is communicating any message whether such failure or delay shall arise from accidents, defects in customer equipment or sim card or any other equipment or for any other cause whatsoever, including airtel's negligence. airtel shall also not be liable to the customer for any loss, expense or damage of any kind in connection with its performance under this contract or arising from any delay in installation of customer equipment or sim card, or delay in connection or any disruption, interruption, suspension, eavesdropping of any conversation or malfunction of the service for whatever reason, including airtel's negligence.

- b) airtel's obligations under this contract are contingent upon airtel continuing to be licensed to operate the system, should airtel, for whatever reasons not continue to be licensed, its obligations under this contract shall cease and airtel will only be liable to the customer for refund of any advance payment or deposit made to airtel less any amounts which may be outstanding against the customer.
- c) airtel shall not in any event be liable for the acts or omissions of BTRC or any other operator whether wireless or fixed-line.
- d) airtel shall not be liable to the customer or be deemed in breach of this contract by reason of any delay in performing or failure to perform, any of its obligations under this contract.
- e) airtel agrees that if the customer establishes to the satisfaction of airtel that cards purchased have been debited without usage, then airtel will refund to the customer such amounts, as it determines, have been incorrectly debited.
- f) airtel agrees that it will take reasonable measures to prevent confidential information about the customer, other than directory information, from being disclosed to third parties, including to airtel's own subsidiaries, affiliates and affiliated companies except information which is required, such as:
  - (i) for the process of collection of debts owed to airtel,
  - (ii) by another operator in relation to provision of services to the customers and provided the information is disclosed in confidence to such an operator,
  - (iii) by airtel's auditors for the purpose of auditing airtel's accounts, or
  - (iv) for the prevention or detection of crime or the apprehension or prosecution of offenders or as may otherwise be authorized by or under any law of Bangladesh. airtel may disclose information about the customer where airtel has explained to the customer (a) the nature of the information to be disclosed, (b) the recipients of the information to be disclosed and (c) the purpose for the disclosure, provided the customer has provided airtel with consent to such disclosure.

**9. use of the service via customer's equipment or sim card:**

- a) airtel reserves the right to issue such instructions concerning the use of the service as it may from time to time consider necessary to maintain the integrity, quality and safety of the service for all customers and such instructions shall be binding upon the customer and be deemed to form part of this contract.
- b) the customer shall be personally responsible for all calls made from the customer equipment or from the sim card registered in the name of the customer and shall neither use nor permit any person to use the said customer equipment or sim card for:
  - sending abusive, offensive, indecent, obscene, or menacing messages or communications; or
  - unauthorized intercepting or learning the contents of any message; or
  - the persistent making of calls which may cause annoyance, inconvenience, or needless anxiety to any person; or
  - any improper, immoral or unlawful purpose, or any purpose not recommended by the equipment manufacturer.
- c) airtel has the right to treat use of the system in contravention of sub-paragraph (b) above, as a justifiable reason for the suspension forthwith of the service, or termination forthwith of this contract.
- d) airtel has the right to make any alteration or adjustment to any customer equipment or sim card as it may consider desirable for the purpose of maintaining satisfactory service for the customer or for customers as a whole. any such alteration made will be billed to and payable by the customer at the rate stipulated by airtel.
- e) the customer shall not place or use anything in such a way or position in relation to the customer equipment or any other cellular radio telephone link that is not approved for such use by airtel nor will the customer attempt to copy or otherwise use the sim card in a way other than as prescribed by airtel.
- f) the customer shall be responsible for sim cards and the corresponding mobile account in airtel's system.

**10. suspension/termination/disconnection:**

- a) airtel may from time to time and without notice suspend the service (and at airtel's discretion disconnect the customer equipment and the sim card from the system), in addition to its rights to disconnect or suspend in accordance with sub-clauses (c) and (g) of clause 3, sub-clause (d) of clause 4, and sub-clause (c) of clause 9, in any of the following circumstances:
  - i. during any period in which the system is subject to technical failure, modification or maintenance; or
  - ii. if the customer, any person appearing before airtel to act on behalf of the customer, or any government authority reports the loss or theft of the customer equipment or sim card. the customer's liability for calls made from the relevant customer equipment or sim card shall continue until midnight on the day the customer or its authorized representative provides written advice to airtel of the loss or theft, provided the advice is received by 1700 hours, otherwise the liability for calls made will continue until midnight on the next working day. it is in the customer's own interest to report the loss or theft of their customer equipment or sim card to the police as well as airtel as soon as possible; or
  - iii. if the customer fails to comply with any of the terms and conditions (including failure to pay charges due) of this contract until the failure to comply is remedied; or
  - iv. if the customer allows anything to be done to the customer equipment (or sim card) or its installation or otherwise which, in airtel's opinion, may have the effect of jeopardizing the successful operation of the system or the service.
- b) disconnection shall entitle airtel to levy a disconnection charge. any reconnection subsequently made shall be at the sole discretion of airtel who shall be entitled to levy a reconnection charge.
- c) airtel may, without prejudice to any other accrued rights of airtel shall automatically and without notice terminate in the event of:
  - i) passing of an order for winding up of the customer in accordance with the Companies Ordinance, 1984;
  - ii) compounding by the customer with his creditors, the appointment of a receiver or manager or liquidator with respect to all parts of its assets;
  - iii) bankruptcy, insolvency or liquidation of the customer;
  - iv) the customer's death;
  - v) the seizure of any part of the customer's assets.
- d) airtel may, without prejudice to any other accrued rights, by written notice terminate the contract with immediate effect if:
  - i) the customer breaches any terms of this contract, or any term of any other agreement between airtel and customer.
  - ii) airtel reasonably believes that the operation of the system and/or service is in jeopardy.
  - iii) the operation of the system and/or service is discontinued, suspended or terminated for any reason, whether temporarily or otherwise.
  - e) on termination of this contract (for pre-paid), the customer shall remain liable to pay to airtel all amounts due to airtel hereunder together with any costs including legal fees reasonably incurred by airtel in collection of any payments due.
  - f) on termination of this contract (for postpaid), the customer shall remain liable to pay to airtel:
    - all amounts due to airtel from the customer up to the time of termination together with continued markup at the rate stipulated in airtel's schedule of charges on such outstanding amounts from the date of termination until the complete payment of dues.
    - any costs including legal fees reasonably incurred by airtel in collecting any payments due.

**11. variations:**

- a) airtel reserves the right to revise the fees from time to time in its discretion and such revisions shall be binding on the customer provided that prior notice of the same has been provided to the customer. such notice may be given by airtel by including details of the revised fees or by publishing details of the revised fees in one English and one Bengali national daily newspaper.
- b) if as a result of any new law, change in license conditions or other change in circumstance, airtel determines that this contract requires amendment, it may amend the same by prior notice to the customer. such notice may be given by sending details of the same to the address supplied by the customer or by publishing details of the same in one English and one Bengali national daily newspaper. such variation shall be binding on the customer as from the date stipulated in the notice and the customer agrees to accept the same.
- c) any changes in taxes, duties and impositions shall be imposed as and when they become legally applicable and the customer shall be liable to pay the same as imposed by airtel with or without notice of the same.
- d) airtel may modify the terms of this contract with or without giving notice to the customer, in the event that such modification has become necessary or advisable in relation to any action/direction of any government agency or department, legislation, or in the event that airtel determines that the same is required for the purpose of its business operations.

**12. arbitration:**

for any telecom offence, crime, trial, punishment and relevant telecom matters the Bangladesh Telecommunications Act No. 18 of 2001 and the rules, regulations and guidelines framed thereunder shall be applicable and binding upon the customers/users. however, if any difference or dispute in any way connected with this contract (including any dispute arising from the service or termination of the contract) shall arise between the parties hereto which cannot be settled amicably, then, and in all such cases, the same shall be referred to arbitration by a sole arbitrator. the provisions of the arbitration act, 2001, and any amendments thereto, shall apply to such arbitration, which shall be held in Dhaka. the award under such arbitration shall be final and binding on the parties. the arbitration proceedings shall be conducted in English.

**13. miscellaneous:**

- i. the customer agrees to comply with the laws of Bangladesh when using the service, the customer equipment and the sim card. it is the customer's duty to acquaint itself and to comply with all applicable requirements and restrictions imposed by the government of Bangladesh and other applicable authorities, including BTRC, relating to provision and use of the service, the customer equipment and the sim card. specifically, the customer may not use or allow the use of the customer equipment/sim card while on board, or in the immediate proximity of any aircraft either stationary or airborne.
- ii. the customer hereby indemnifies airtel against any liability it may incur in consequence of the customer failing to comply with the terms of this contract. the customer indemnifies airtel against any liability it may incur in case of any activity relating to transactions through self service.
- iii. all information contained in airtel's promotional material, advertisements and publicity campaigns is for information only and shall not be deemed to be a part of this contract. the customer acknowledges that he has not relied on or been induced by any such material in entering this contract.
- iv. airtel may discontinue any service subject to provision of 90 days prior notice to its customers. such notice may be provided by publication on airtel's website or through advertisement in two national daily English and Bengali newspapers.
- v. should any provision of this contract become void or otherwise unenforceable for any reason, the validity of the remaining provisions shall not be affected thereby.
- vi. no warranty, condition, undertaking or term (whether implied or expressed) as to the nature or quality of the service or otherwise relating to this contract shall be part of this contract unless expressly accepted in writing by airtel, through a duly authorized director and no such term shall be implied by law or otherwise.
- vii. the contract comprised by these conditions and the particular shown overleaf shall constitute the entire contract between airtel and the customer pertaining to the terms hereof. all orders accepted by airtel and all service provided by airtel are subject to these conditions only.
- viii. the failure or delay by airtel in exercising any option right or remedy under this contract or to demand compliance of any obligation of the customer, shall not constitute a waiver of any such option, right or remedy or the performance thereof.
- ix. if it is required that the service be registered in the name of a limited company, the company secretary or a duly authorized director shall sign acceptance of these conditions on behalf of the company, if it is requested that the service be registered in the name of the firm or organization other than a limited company, the proprietor or partner or an authorized official of the firm or organization shall sign acceptance of these conditions and shall produce the business registration certificate and any other documents required by airtel.
- x. all sim cards and other customer equipment supplied to the customer shall remain the property of airtel unless airtel confirms to the customer in writing that title to the same has been transferred to the customer. all customer equipment (including sim cards) shall be returned to airtel forthwith on termination of this contract.
- xi. the customer has no ownership or other rights in respect of any number allocated by airtel which shall remain the exclusive property of airtel.
- xii. airtel shall have the right to ask for documents and examine the same to establish the customer's identification.
- xiii. airtel shall have the exclusive right and jurisdiction to determine the title and ownership of service after perusing the necessary documents relating to that service and also shall have the right to suspend the service in question while determining the same. if any dispute arises regarding the ownership/title between two or more customers or claimants the decision provided by airtel shall be final and conclusive.
- xiv. the decision of airtel shall be final in respect of this contract, if any interpretation of the terms and conditions is required.
- xv. the customer shall be liable to pay all charges that may be levied by the BTRC or by law from time to time with respect to the customer's use of the service.
- xvi. any employee or agency, duly authorized on this behalf by airtel, shall have complete authority to investigate any present or potential airtel subscriber(s) including the customer.
- xvii. the customer confirms that, save as expressly set forth herein, any notice, bill or invoice shall be deemed to be duly served to the customer two business days after dispatch by airtel to the address provided by the customer overleaf. the customer agrees to inform any change in its address to airtel in writing prior to any such change taking place.
- xviii. airtel shall not be liable to the customer for any personal injury, illness, loss or other damage suffered by the customer arising from use of the service, the customer equipment or sim card by the customer.
- xix. neither party will be liable to the other for any consequential loss, loss of profit, indirect economic loss or lost opportunity which such party may suffer arising from a breach of the terms hereof.