

# prepaid application form



Orange No : 98

Name : \_\_\_\_\_

Phone (Res.) : \_\_\_\_\_ (Off.) : \_\_\_\_\_

Gender : M  F  Marital Status : Married  Single

Date of birth : dd  mm  yy  Nationality : \_\_\_\_\_

Address :  
(supported with documentary evidence)

City : \_\_\_\_\_ Pin : \_\_\_\_\_

PAN/GIR Nos : \_\_\_\_\_

(If PAN/GIR no. is not available, please fill the following)

I have read the Terms & Conditions for Orange prepaid & agree to abide by the same in toto.

Applicant's Signature

Please  
affix  
photograph  
here

## Form No. 60

(See third provision to rule 114B)

Form of declaration to be filled by a person who does not have either a Permanent Account Number /general index register number and makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114b

1. Full Name and Address of the declarant : \_\_\_\_\_  
\_\_\_\_\_
2. Particulars of the transaction : \_\_\_\_\_
3. Amount of the transaction : \_\_\_\_\_
4. Are you assessed to tax? : Yes/No
5. If yes,
  - (i) Details of ward/Circle/Range where : \_\_\_\_\_  
the last return of income was filed? \_\_\_\_\_
  - (ii) Reasons for not having Permanent : \_\_\_\_\_  
Account Number/General Index  
Register Number? \_\_\_\_\_
6. Details of the document being produced : \_\_\_\_\_  
in support of address in point 1 \_\_\_\_\_

## Verification

I, \_\_\_\_\_ do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Date \_\_\_\_\_ Place \_\_\_\_\_

Signature of the declarant

## Instructions:-

1. Documents which can be produced in support of the address are:
  - Ration Card ■ Passport ■ Driving license ■ Identity Card issued by any institution ■ Copy of the electricity bill or telephone bill showing residential address. ■ Any document or communication issued by any authority of Central Government or local bodies showing residential address. ■ Any other documentary evidence in support of the address given in the declaration.
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 requirement 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 mobilephone is intended.
5. In case of outstation subscribers, details of local reference(s) to be given.

Retailer's Stamp

Distributor's Stamp

PRINTED AND PROVIDED FOR, BY HUTCHISON MAX PRIVATE TELECOM LIMITED

## Customer Agreement Form (CAF) for Orange prepaid services :-

Hutchison Max Telecom Pvt. Ltd. ("HMTL") & you, ("the Subscriber"), mutually agree to the following terms and conditions:

1. (a) Charges shall include, but not be limited to, fees, charges and rates chargeable by HMTL for providing you the services and additional services, wherever applicable. Any reference to talktime charges shall include landline charges and airtime charges also. (b) SIM card shall mean Subscriber Identification Module Smart Card, bearing an unique cellular phone number for use with the equipment/cellular phone to enable access to the Network in order to avail of the services. 2. You have received an Orange prepaid SIM card (free of cost and returnable). You can utilize Orange prepaid Talktime Refill Slips, which are available in the denominations as advertised, on the terms & conditions as per this agreement & mentioned on the Orange prepaid Talktime Refill Slip. This will help you make local, STD and ISD calls equivalent to the denominations of the Orange prepaid Talktime Refill Slips ( actual talktime will be less taxes & access fee ). HMTL reserves the right to refuse the refilling of a mobilephone card at its discretion. 3. (a) The break-up of the charges payable/paid by you & the validity period for this agreement are set out on the Orange prepaid SIM pack & each Orange prepaid Talktime Refill Slip. The charges are non-refundable in any circumstances whatsoever & are inclusive of service tax payable. 4. Talktime charges will be as per the prevailing tariff applicable for the mobilephone service at the time of usage of the service. HMTL reserves the right to change the tariff plan, validity or any other terms and conditions applicable on the mobilephone card at any time, at its sole discretion or without any notice. 5. The mobilephone service has a unique and independent tariff plan which may have no bearing with or on the tariff plan of any other subscription/scheme/ package. 6. (a) The mobilephone service is valid from the date of first call. In case of refilling the service, the validity period shall be computed from the date of refill. (b) If the mobilephone service is refilled before the expiry of the validity period or within the grace period mentioned on the Orange prepaid SIM pack (after the expiry of the validity period), any residual credit shall be carried forward to the next validity period and the mobile number will be held valid. (c) In case the mobilephone service is not refilled within the grace period mentioned on the Orange prepaid SIM pack (after the expiry of the validity period), the mobilephone service stands cancelled and any residual credit shall lapse immediately and the mobile number may be allotted to another customer as per discretion of HMTL. 7. You must ensure the safekeeping of the mobilephone card, original receipt of payment, and any other important document, as these might be required from time to time under different circumstances during interface with HMTL. 8. In case of a lost/misplaced/stolen etc. mobilephone card, the entire liability of the lost/misplaced/stolen mobilephone card will be borne by you. No credit shall be given on the available balance of the lost/misplaced/stolen mobilephone card to you. 9. The details of the calls made through the mobilephone service shall not be made available to you. You agree that we need entertain no correspondence/calls in this regard. You may, however, call our IVR system in order to know the residue in your account. 10. The mobilephone card(s) and mobilephone service number(s) are and shall always be the sole property of HMTL and shall be returned by you upon termination and/or de-activation or temporary suspension of services. You shall have no right to the same at any point of time, for any reason whatsoever. 11. The mobilephone service is available in Mumbai, Navi Mumbai and Kalyan Telephone Districts. 12. Not all Value Added Services available with HMTL will be made available to you. HMTL 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 and without notice. 13. You shall not use the service for any 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 HMTL or its network or subscribers or any other person, natural or legal whomsoever. 14. HMTL shall make reasonable efforts to enable you to avail of service. Due to technical or non-technical reasons, service availability and reliability may be affected. HMTL is entitled, without any liability, to refuse, limit, suspend, vary and/or interrupt service at any time at its discretion, without any notice, for any reason whatsoever. HMTL will not be liable to refund and/or pay damages etc. for any reason whatsoever, including but not limited to loss of business etc. in case of disruption of services for any reason whatsoever. This agreement is subject to Force Majeure circumstances. 15. Any increase/addition/introduction in taxes and/or levy of any taxes, levies, duties or any other statutory charges etc. (present/future) shall be to your account without any notice to you and shall at all times be deemed to be part of tariff. 16. HMTL makes no express or implied warranties whatsoever regarding the service etc. and shall not be liable to you or to any other person (legal/natural) on your behalf. You hereby waive and agree to continue waiving any/all claims for any loss, delays, costs, expenses, fees, judgements, damages, direct, incidental or consequential arising out of any mistakes, omissions, interruptions, delays, errors, defects or other failures with respect to HMTL or the billing arrangements/IVR system. Privacy of communication is protected so far as permitted by applicable laws. 17. You shall comply with all directions/instructions etc. issued by HMTL relating to the Network, the services and any/all matters connected therewith and provide HMTL all other and further information and co-operation as HMTL may require from time to time. 18. HMTL shall not be liable for any act of commission or omission of any dealer/retail distributor/third party/supplier, including any leasing company offering any privilege or benefits to you. 19. You are not entitled to assign / transfer / resell/ lease / rent or create any charge/lien on the mobilephone service/card of any nature whatsoever, this card being the absolute property of Hutchison Max Telecom Pvt. Ltd. 20. Both parties shall act strictly according to the direction of a statutory body/authority, Government of India/State, or any Court etc. and as per any applicable statute. 21. "Equipment" means Subscriber GSM mobile telephone equipment (dual band 900 Mhz and 1800 Mhz). The Equipment shall be of a type/model as certified and approved in terms of applicable Indian Standards (Telecom Engineering Centre or Government of India Standards). 22. The Subscriber shall pay to HMTL all charges for the services, including applicable charges for the value added/supplementary services and other payable charges or levies as published and notified by HMTL. 23. HMTL and its authorized representatives/Franchisee reserves the right to seek/verify the particulars provided in the CAF and/or in any other documents submitted to HMTL. 24. The grant of connection and subscription to the services is at the sole discretion of HMTL and HMTL reserves the right to reject any application, for any reason whatsoever, without any liability whatsoever. The information provided by the Subscriber /gathered by HMTL shall become HMTL's property even if the application is rejected. 25. The Subscriber is not entitled to transfer/assign/lease the SIM card(s) /mobile phone number to any other party under any circumstances, without prior permission of HMTL. Any transfer affected in contravention of the express terms contained herein, shall not absolve the Subscriber of his/her primary duty towards HMTL for usage charges levied against the Subscriber. 26. The Subscriber shall not use the service for any improper, immoral, unlawful or abusive purpose, or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting/infringing upon national or social interests, nor create any damage or risk to HMTL, or its network or Subscribers or any other person natural or legal whomsoever. Any such infringement or misuse shall under no circumstances be attributed to HMTL and the Subscriber shall be solely responsible for all such acts. The Subscriber shall be solely responsible for all such acts. The Subscriber hereby agrees to indemnify and hold harmless, HMTL and its Officials/Agents for all suits, costs, damages or claims of any kind arising out of any act or omission or misuse of the service by the Subscriber or any other person with or without consent of the Subscriber. 27. The Subscriber hereby agrees to indemnify and hold HMTL harmless against any claim against HMTL for libel or slander arising out of communications sent or received by the Subscriber on the HMTL Network. The Subscriber shall also indemnify HMTL for any claim against HMTL, arising out of any infringement or violation of copyright by the Subscriber or by anyone else using the mobile connection of the Subscriber. 28. HMTL shall not be responsible for any civil or criminal liability incurred by the Subscriber due to any misuse of the Service provided by HMTL i.e. any acts of commission or omission by the Subscriber. 29. HMTL shall not be liable for any act of commission or omission of any third party/suppliers/manufacturers/including any agency/company offering any privilege or benefits to Subscriber without specific permission or authority of HMTL. 30. Service quality, functionality, availability and/or reliability may be affected, and/or HMTL is entitled to, without any liability whatsoever, to refuse, limit, suspend, vary or disconnect the service, 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 to be reasonable by HMTL, including, but not limited to the following:  
A. Government's rules, regulations, orders, directions, notifications etc. including changes thereto, prohibiting and/or suspending the rendering of such services. B. Transmission limitations caused by topographical, geographical, atmospheric, hydrological and/or mechanical conditions. C. During technical failure, modification, up-gradation or variation, re-location, repair and/or maintenance of the systems/equipments. D. To combat potential fraud, sabotage, willful destruction etc. E. If service is used in any manner, which violates any law etc. or adversely affects or interferes in any manner, the rendering of services by HMTL/. F. Any discrepancy/wrong particular(s) provided by the Subscriber in the CAF. G. Breach of any terms and conditions of this CAF on the part of the Subscriber. H. If rendering of services becomes impossible in view of the problems arising on account of Interconnection between HMTL and other telecom service providers. I. Any other reason which is found to be reasonable by HMTL, warranting suspension/disconnection. J. Force-majeure circumstances (i.e. Acts of God). 31. It shall be the sole responsibility of the Subscriber to ensure that the mobile handset is compatible to the frequency allocated to HMTL, for providing the services in the area. It is advised that the Subscriber should have a dual band handset. 32. The Subscriber agrees that all the information provided in the CAF is true and correct and the Subscriber is solely responsible and liable if the same is found incorrect. HMTL reserves the right to cancel the connection and withdraw the service if the information is found to be incorrect at any point of time and the balance amount on the card will not be refunded. The Subscriber also agrees to provide further information as and when demanded by HMTL, and to comply with all directions, guidelines, instructions etc. issued by HMTL relating to the network, services and any/all matters connected to the services of HMTL. 33. The CAF binds the Subscriber, its heirs, executors, administrators, successors and permitted assigns to the Terms & Conditions of the CAF. 34. HMTL may at its sole discretion, vary, alter or amend any terms(s) and condition(s) forming part of this CAF due to regulatory, administrative and/or commercial compulsions or for any other reason considered necessary in the interest of business operations. HMTL shall also have the right to amend this CAF if this is necessary for the proper provisioning and conduct of the services on in public interest or is mandated by any change in applicable law or regulation or consequent to change in the terms of the License Agreement granted to HMTL. 35. If any part of this CAF is held invalid, the remaining provision will remain unaffected and enforceable, except to extent that HMTL's rights/obligations under the CAF are materially impaired. The Subscriber represents that he/she has been fully informed about the services provided by HMTL, its specifications, requirements, limitations etc.. and only thereupon signed the CAF. This CAF is the complete understanding between the parties hereto and it supersedes all understandings prior to this CAF, whether oral or written. 36. HMTL's contractual rights and remedies, as well as those available at law or equity, are independent and cumulative. 37. The Subscriber has fully read/had been explained in vernacular, verbatim, the contents of the CAF, and understood the contents thereof and has signed it in token of its consent, with the clear understanding that it is a valid and binding document and can be enforced by in accordance with the law. 38. In case the Subscriber is a company/firm or any subscription is taken in the company/firm, the CAF shall be duly signed and sealed by its constituted and authorized signatory. The Company/firm shall intimate HMTL, in writing immediately, in case of any change in the constituted and authorized signatory. 39. The validity, construction and performance of this CAF shall be governed by and interpreted in accordance with laws of the Republic of India. The Courts of Mumbai shall have exclusive jurisdiction in respect of the subject matter of this CAF.