

# **Telecom Consumer Charter**

# **Table of Contents**

S. No.	Content	Page Reference
1	NAME & ADDRESS OF THE SERVICE PROVIDER	3
2	SERVICES OFFERED & COVERAGE	5
3 a	GENERAL TERMS & CONDITIONS - PREPAID	6
3 b	GENERAL TERMS & CONDITIONS - POSTPAID	11
4	QUALITY OF SERVICE PARAMETERS AS PRESCRIBRED BY	20
	REGULATOR	
5	QUALITY OF SERVICE PROMISED	20
6	DETAILS ABOUT EQUIPMENTS OFFERED	20
7	RIGHT OF CONSUMERS	20
8	DUTIES AND OBLIGATIONS OF THE COMPANY	21
9	GENERAL INFORMATION NUMBER AND CONSUMER CARE	22
	NUMBER	
10	COMPLAINT REDRESSAL MECHANISM	22
11	DETAILS OF APPELLATE AUTHORITY	23
12	PROCEDURE OF TERMINATION OF SERVICES OFFERED	28

#### 1. NAME & ADDRESS OF OUR OFFICES

Name: Vodafone Idea Limited (formerly Idea Cellular Limited)
An Aditva Birla Group & Vodafone Partnership

#### **REGISTERED OFFICE**

Vodafone Idea Limited (formerly Idea Cellular Limited), Suman Tower, Plot no.18, Sector 11, Gandhinagar – 382011, Gujarat T: +91 79 6671 4000 | F: +91 79 2323 2251

#### **REGION ADDRESS**

Andhra Pradesh Vodafone Idea Limited (formerly Idea Cellular Limited), 6th Floor, Varun Towers II, Begumpet, Hyderabad-500016.

Assam Vodafone Idea Limited (formerly Idea Cellular Limited), RED DEN, NH – 37 Katahbari, Gorchuk, Guwahati, Assam-781035.

Bihar & Jharkhand Vodafone Idea Limited (formerly Idea Cellular Limited), BLOCK A, 3rd Floor, Sai Corporate Park, Rukanpura, Bailey Road, Opposite SSB Office, Patna—800014.

Delhi Vodafone Idea Limited (formerly Idea Cellular Limited), A-19, Mohan co-operative Industrial Estate, Mathura Road, Delhi -110044

Gujarat Vodafone Idea Limited (formerly Idea Cellular Limited), Vodafone Idea House, Building A, Corporate Road, Off. S.G. Highway, Prahladnagar, Ahmedabad – 380015.

Haryana Vodafone Idea Limited (formerly Idea Cellular Limited), Sarita Vihar – A19, Ground Floor ,Mohan Cooperative Industrial Estate, Mathura Road, New Delhi – 110044.

Himachal Pradesh Vodafone Idea Limited (formerly Idea Cellular Limited), Keonthal Complex, Khalini, Shimla (HP) 171002.

Jammu & Kashmir Vodafone Idea Limited (formerly Idea Cellular Limited), 3rd Floor, Sunny Square, Gangyal, Jammu – 180010.

Kerala Vodafone Idea Limited (formerly Idea Cellular Limited), VJ Tower, Vytilla PO, Ernakulam 682019.

Kolkata Vodafone Idea Limited (formerly Idea Cellular Limited), Srijan Tech Park, 7th floor, DN -52, Sector- V, Salt Lake City, Kolkata 700091.

Karnataka Vodafone Idea Limited (formerly Idea Cellular Limited), Ground Floor B Block MarutiInfotech Ctr, Koramangala Intermediate Ring Rd, AmarJyoti Layout, Bangalore-560071.

MP & Chhattisgarh Vodafone Idea Limited (formerly Idea Cellular Limited), 139-140 Electronic complex, Paradheshipura, Indore - MP – 452010.

Maharashtra & Goa Vodafone Idea Limited (formerly Idea Cellular Limited), The Metropolitan, FP No 27, Survey No 21, Old Pune-Mumbai Highway, Wakdewadi, Shivaji Nagar, Pune-411 003

Mumbai Vodafone Idea Limited (formerly Idea Cellular Limited), 2nd Floor, Skyline Icon, 86/92, Andheri Kurla Road, Marol Naka, Near Mittal Industrial Estate, Andheri East, Mumbai 400059.

North East Vodafone Idea Limited (formerly Idea Cellular Limited), Near Nazareth Hospital, Arbuthnot Road, Laitumkhrah, Shillong 793 003.

Odisha Vodafone Idea Limited (formerly Idea Cellular Limited), Unit - 41, E 52, Infocity, Chandrasekharpur, Chandaka Industrial Estate, Bhubaneswar – 751024.

Punjab Vodafone Idea Limited (formerly Idea Cellular Limited), C 105, Industrial Area, Phase VII Mohali, Punjab – 160055.

Rajasthan Vodafone Idea Limited (formerly Idea Cellular Limited), 5th Floor, Gaurav Tower, Malviya Nagar, Jaipur – 302017.

Tamil Nadu Vodafone Idea Limited (formerly Idea Cellular Limited), Tower1, 9 th Floor, TVH Beliciaa Towers, Block 94, MRC Nagar, Chennai 600 028.

UP (East) Vodafone Idea Limited (formerly Idea Cellular Limited), Shalimar Titanium, Plot Number TC/G 1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226010.

UP (West) Vodafone Idea Limited (formerly Idea Cellular Limited), Sarita Vihar, A19, First Floor, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi – 110044.

West Bengal Vodafone Idea Limited (formerly Idea Cellular Limited), Srijan Tech Park, 7th floor, DN -52, Sector- V, Salt Lake City, Kolkata 700091.

#### 2. SERVICES OFFERED & COVERAGE

- **2.1** Currently Vodafone Idea Limited provides services of following types:
  - 2.1.1 Prepaid
  - 2.1.2 Postpaid
  - 2.1.3 Broadband Services Currently available in Pune
- **2.2** Within Prepaid & Postpaid Categories, Vodafone Idea Limited provides following types of basic services
  - 2.2.1 Voice
  - 2.2.2 SMS
  - 2.2.3 Data
  - 2.2.4 Other Value Added Services
- **2.3** Our services are available in the following Circles:

Maharashtra & Goa	Delhi	Andhra Pradesh
-------------------	-------	----------------

Gujarat Rajasthan Kerala

Madhya Pradesh & Chattis Garh Haryana Uttar Pradesh (East)

Uttar Pradesh (West) Himachal Pradesh Mumbai

Bihar & Jharkhand Punjab Karnataka

Orissa Tamil Nadu Jammu & Kashmir

Kolkata West Bengal Assam & North East

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

#### 3. GENERAL TERMS & CONDITIONS

#### **TERMS AND CONDITIONS – PREPAID**

- 1. Within the realm of TRAI guidelines, Vodafone Idea Limited (formerly Idea Cellular Limited) herein referred as "Vi" or "Company" reserves the exclusive right to change / alter / amend the terms and conditions herein, the terms of use of services and the Privacy Policy.
- 2. The company reserves the exclusive right to change/ alter / amend the tariff plan/s or packs applicable on the Prepaid SIM card at any point at its sole discretion with prior intimation to the customer within the realm of TRAI guidelines.
- 3. The license of Vodafone Idea Limited is 10-Oct-2033.
- 4. For details of definition on telecom terminology used, please visit our website www.MyVi.in
- 5. All the rates, tariffs and other related conditions at which the service will be provided as on this date and as amended from time to time. Information on Prepaid tariff plan and products is also available on our website <a href="https://www.MyVi.in">www.MyVi.in</a>
- 6. Local, STD, ISD calls & SMS / National Roaming / International roaming / Call Conference/ CLIP would be activated by default on Prepaid SIM Card. All STD / ISD / Roaming usage would be charged respectively depending on the location where the call has originated.
- 7. Prepaid SIM card does not carry any pre-loaded value and needs to be recharged before use with the help of recharge cards available in different denominations.
- 8. For limited validity plans a grace period of 15 days will be given after the expiry of prepaid account, as per the validity indicated at the time of purchase. After expiry of validity subscriber will not be able to make or receive calls. The balance value if any, in such case, will be available to the credit of the subscriber within the initial 15 days grace period and not thereafter, in case customer recharges with talk-time / validity denominations.
- 9. If the mobile number is not used even once after activation, the mobile connection will be barred within 10 days, The Company reserves the right to permanently disconnect the mobile connection within 45 days after barring in case of non-usage. In case you wish to activate the mobile connection, you may call our Customer Care number for further assistance.
- 10. Services to the SIM card will be discontinued if there is no usage, i.e. no voice or video outgoing or incoming or an outgoing SMS or a Data upload or download or VAS usage for a continuous period of 90 days.
- 11. Customers under no usage for continuous period of 90 days and having a balance more than or equal to Rs.20, the company will Debit Rs. 20 from customers account and extend the no usage period by 30 days under Automatic Number Retention Scheme (ANRS). The process will continue till the time customers account balance is more than or equal to Rs. 20. If during this cycle, customers account balance becomes less than Rs. 20 the number will be disconnected and customer will not be able to use the services, however customer can get the same number reactivated within 15 days of disconnection by paying reactivation charges of Rs. 20. The customer can use the services during the no usage period before disconnection and in such event the number will be out of no usage criteria.
- 12. Threshold for low balance intimation is defined by Vi. Customer will be given intimation on recharging threshold value.
- 13. In case of a lost / stolen / misplaced / damaged prepaid SIM card / recharge card the entire liability of the loss / stolen / misplaced / damaged prepaid SIM card / recharge card will be that of the customer. No refund will be given on the available balance, if any, of the lost / stolen / misplaced / damaged Prepaid SIM card / recharge card of the customer. In case of SIM loss / damage, the same number can be given subject to positive validation as per your existing record & payment as applicable.
- 14. SIM Exchange is a chargeable service and can be availed from any of the authorized Vi Service Centers. Details on the charges and process can be obtained from Customer Care / Vi Service Center.

- 15. The mobile numbers and the Prepaid SIM cards shall always be the sole and exclusive property of Vi at all times the same shall be returned to Vi by the customer upon termination and/or deactivation and/or temporary suspension of the service under any circumstances.
- 16. The customer must all times ensure safe keeping of the Prepaid SIM card and original receipt of purchase, as it may be required from time to time under different circumstances during interface with Vi
- 17. Services will be available to the Subscriber within the range of the base stations in the home or visiting (roaming) network, subject to the factors like acts of God (Vis Divine), Force Majeure and Vis Major conditions like fires, strikes and embargoes, war, insurrection, terrorist attacks, riots and other causes beyond the control of the Company including technical / atmospheric / topographical hindrances / technical or roaming link failures. In no event will the Company be liable for direct or indirect, consequential or economic loss or damage, including loss of profits and loss of reputation/defamation, even if advised of the possibility thereof. Vi shall not be liable or responsible to refund back in case of any disruption of services for any reason, or circumstances whatsoever if any.
- 18. Not all value added services may be available with Vi, on this prepaid connection. Vi is entitled to change / vary / alter / amend / add to or withdraw any or all Value Added Services and / or to vary the charges / prices of these services at its sole discretion and with notice.
- 19. Value Added Services are offered to the customer at an additional per min / second / per SMS rate prevailing at the time of usage of the services. For details you may refer to our website <a href="https://www.MyVi.in">www.MyVi.in</a>
- 20. If due to technical and / or non-technical reasons, service availability and reliability is affected, Vi is entitled, without any liability, to refuse, limit, suspend, vary and/or interrupt service any time at its direction without any notice for technical and with information for non-technical reasons wherever possible as per the event.
- 21. Vi will not be liable for any act of commission or omission of any distributor / dealer / retailer / third party offering any privilege or benefits to the customer without prior sanction of Vi or outside the realm of Vi offers/T&C
- 22. Our privacy policy is available on <a href="www.MyVi.in">www.MyVi.in</a>
- 23. Both the Company and the Subscriber shall keep in confidence any information received by either parties and shall not disclose the same to any third party and except to any authorities (state/central/statutory or otherwise), however, the Company shall be entitled to disclose the details of the subscriber's name, address, payment record and any other information to any authority (state/central/statutory or otherwise), including but not limited to any debt collection agency, customer verification agency, credit reference agency, fraud prevention agency, security agency, and financial institution including banks. Company reserves the right to comply with the directions of such authorities (state/central/statutory or otherwise) at its discretion without intimation to customer.
- 24. Authorized Third Parties: The company in order to provide better product & services (now or in future), may at its discretion employ, contract or covenant with third parties/entities (external) for strategic & operational purposes and pursuant to the same Vi may disclose and/or transfer your personal information or other information collected, stored and processed by us to such third parties. Further, such third parties/entities are bound by agreements containing confidentially obligations relating to the management, treatment and confidentiality of the information shared.
- 25. The company reserves the right to share aggregated & anonymized information about the subscriber/customers with authorized third parties to enable them to offer the subscribers/customers other products and services (now or in future).
- 26. The Customer hereby agrees to indemnify and hold harmless the Company and its Officials/Agents from/against all suits, costs, liabilities, proceedings (civil or criminal), damages or claims of any kind arising out of any act or omission of the Customer or use / misuse of the Service by the Customer or any other person with or without consent of the Customer (under Clause 10, 44 & 50).
- 27. The Customer hereby agrees to indemnify and hold the Company harmless against any claim for libel or slander or for any infringement or violation of copyright arising out of communications sent or received by Customer on the Company's Network.
- 28. The Company shall not be liable to any Customer/Subscriber and/or any person, firm, body corporate claiming through, under, or in trust for the Customer. The Customer hereby waives and agrees to continue to waive all claims/actions for any delays, losses including, but not limited to, loss of business, profit, revenue or goodwill, damages, fees, costs, expenses, orders, judgment etc. direct, incidental or consequential arising out of any interruption, delays, errors or defects or other failure with respect to the Service and or value added/supplementary

- Services or billing arrangements, payments or collections to the extent that such interruption, delay error or defector a result of any cause or reason covered in Clause 17 above.
- 29. Any increase and/or levy of any taxes and duties, etc. shall be borne by the customer.
- 30. The subscriber shall comply with all directions / instructions issued by Vi relating to the network, the services and/or all matters connected therewith and provide Vi with any further information and co-operation as Vi may require from time to time.
- 31. The customer is not entitled and or authorized, to assign / transfer / resell / lease / rent or create any charge / lien of any nature whatsoever on the Prepaid card.
- 32. The customer shall not use or attempt to use the Prepaid services for any unlawful, antisocial or abusive purposes or for sending obscene, indecent, threatening, harassing, unsolicited messages or messages affecting / infringing upon national / state security or social interest nor create any damage or risk to company or to this network of customers or any other persons. Customers are warned that if any person fraudulently uses so causes or allows use of the Prepaid SIM Card, he / she will be liable for appropriate legal proceedings (civil or criminal).
- 33. The cellular service will be made available to the subscribers by Vi is subject to the terms & conditions of the license entered into between Vi and Department of Telecommunications. The customer shall strictly abide by the directions of the Government of India, the State Government, any Court of law or any statutory authority as applicable from time to time.
- 34. The customer shall only use those mobile telephone instruments, which are compatible with the Global System for Mobile Communications Standard. The company shall not be liable for interruption in service due to any problems or defects in mobile instruments. As of date, the Prepaid SIM card can be used with mobile phones that can operate under the spectrum bands between 700-900-1800-2100-2300 MHz. The above formation is for convenience only.
- 35. Any dispute arising under these terms & conditions will be before the court/s having jurisdiction at respective circle HQ.
- 36. As per government instructions, it is mandatory for the subscriber to personally fill the customer application form, provide self-attested copies of proof of identity & address and recent passport size photograph. The company has the rights to suspend the services with prior notice to the subscriber if any discrepancy is found with regards to the documentation or details.
- 37. The company may also request for the re-submission of Customer Application Form (including Customer Photograph), Proof of identity & Proof of Address, if the earlier documentation submitted by the Subscriber is badly mutilated, illegible or has been declared not valid or compliant as per the guidelines issued by the Department of Telecommunications (from time to time). The company reserves the right to suspend the Services with prior intimation in the event the subscriber does not adhere to the aforesaid request.
- 38. The Services shall commence upon the Company accepting, after due verification, duly filled and signed Customer Application Form by the Customer and shall run in concurrence with license agreement (including any amendments thereto) between Department of Telecommunication (DoT), Ministry of Communication, Government of India and Vodafone Idea Limited (formerly Idea Cellular Limited) for the operation of Cellular Mobile Services in the respective Licensed Service Area ("the License Agreement") and shall be subject to all applicable laws, bye laws, rules regulations, notifications, orders, directions of the Government of India/Regulatory authorities/Courts/Tribunals and shall further be subject to other terms and conditions of this Customer Application Form (CAF). The Company will allocate a mobile number and will use all reasonable endeavors to maintain the connection and provide services till disconnection.
- 39. The grant of connection and subscription to the Services is at the sole discretion of the Company and the Company reserves the right to reject any application, for any reason, without any liability whatsoever. The information provided by the Customer/gathered by the Company shall become the Company's property even if Customer Application Form is rejected. The activation of new SIM shall be within reasonable time and subject to within the realm of direction/guidelines issued by DoT/TRAI in this regard.
- 40. Any change in the subscriber's address has to be informed to Vi within seven (7) days with the photocopy of the new proof of address.
- 41. The telecom services to the Foreign Nationals will be allowed only for 90 days or VISA Expiry, whichever is earlier or as per the instructions of DoT / TRAI's issued from time to time.
- 42. Subscriber should declare total mobile connections subscribed by him / her from various operators.

- 43. If an individual customer has nine (9) connections under his name, irrespective of the service provider, then the customer shall not be granted an additional connection. Giving primacy to National Security, however the company reserves the right to fix the count of connections a customer can hold to less than nine connections. In the event it is found that an individual has more than nine connections or number as defined by Vi, across operators which remained undeclared, The company reserves the right to disconnect (with immediate effect) the subscription without prior notice to comply with regulatory guidelines/DOT directives.
- 44. The first outgoing call of the customer will be redirected to the Call Center. Activation of the SIM is only subject to the positive telephonic verification of the customers.
- 45. If, due to any circumstances, the connection is not verified as positive, NO REFUNDS will be processed in favour of the customer and the documents submitted during applying for such connection shall remain with Vi for record purposes.
- 46. In the event the Subscriber does not verify himself/herself within 30 days from the date of purchase of SIM card, mobile connection shall be withdrawn without any further notice and Subscriber will be charged with documentation and logistic charges of Rs. 25 from any amount recharged. This amount will be waived off in the event of positive verification.
- 47. DND facility is available for subscriber with an option of selecting various preferences. A subscriber can register DND or change preferences via various medium i.e. through a SMS, IVR, Call, APP & Website. DND will be activated immediately, however will be applicable after 24hrs Further details to register/Deregister DND service is available in Annexures updated on page no. 28 to 30 of this document.
- 48. Any Prepaid SIM card holder using SIM for telemarketing purpose has to register himself on http://www.nccptrai.gov.in as per TRAI guidelines. For any clarifications the customer can call company's customer Assistance or visit http://nccptrai.gov.in
- 49. If your number is found to be used for promotional activity without registering as tele-marketer, your number will be restricted under usage capping of 20 calls & 20 SMS's per day for 30 days & 180 days upon first & second offence respectively. On further offences your number along with all numbers on same name & address shall be disconnected. The name & address shall be blacklisted for next 2 yrs & new subscription will denied. If required to reissue, the same will be either reissued or refused as per the prevailing guidelines at that point of time.
- 50. Customer hereby confirm and agrees to the rates and validity that have been informed to him / her at the time of purchase.
- 51. ISD tariffs are dependent on external factors like settlement rates, currency rates, etc. and are thereof subject to revision in future, if any.
- 52. The tariff / pulse rate may vary based on selected plan / pack, Pulse duration in milliseconds is rounded to the higher unit.
- 53. You may reach us at General Information Number (199) (Vi) or Customer Care number (198) or write to <a href="mailto:customercare@vodafoneidea.com">customercare@vodafoneidea.com</a> or visit us at <a href="mailto:www.MyVi.in">www.MyVi.in</a>. Calls on IVR at General Helpline Number is toll free, however on agent assistance nominal rates are applicable.
- 54. Past usage details if required would be made available after due verification at chargeable basis, provided usage details would be available for last six month from the date of request made by subscriber.
- 55. MNP Terms & Conditions:
  - The total time frame for Port activation is 2 days for inter circle porting and 4 days for intra circle & corporate subscriber from the date of porting request received at mobile number portability service provider (Mentioned turnaround time is excluding Sundays & national holiday.
  - Following validation will be done upon UPC generation request & in case validation is failed UPC generation request will be rejected & communicated to subscriber.
- A. There are outstanding payments due from the subscriber by way of pending bill or bills, as the case may be, issued as per the normal billing cycle but before the date of application for porting.
- B. The porting request has been made before the expiry of a period of ninety days from the date of activation of a new connection.
- C. A request for change of ownership of the mobile number is under process.
- D. The mobile number sought to be ported in sub-judice.
- E. Porting of the mobile number has been prohibited by a Court of Law.

- F. The Unique Porting Code mentioned in the Porting request does not match with the Unique Porting Code allocated by the Donor Operator for the mobile number sought to be ported.
- G. There are subsisting contractual obligations in respect of which an exit clause has been provided in the subscriber agreement but the subscriber has not complied with such exit clause.
- H. The validity of UPC code has expired
- I. For Corporate porting below validation will be done upon porting request.
- J. In case of a corporate mobile number, the porting request is not accompanied by authorization letter from the authorized signatory of the subscriber.
- K. Authorized Letter not in Desired Format
- L. Incorrect Donor name or Recipient name or circle name
- M. Authorized signatory seal / signature not available in all pages
- N. Authorized Signatory Name missing /mismatch
- O. Authorized Signatory Signature missing / mismatch
- P. Authorized Signatory E-mail id missing
- Q. Company letter head not valid
- R. Company name mismatch
- S. Company Stamp Missing
- T. Request for more than 100 number
- U. Mobile Number mentioned incorrect

Once Ported-in the number cannot be ported out before 90 days or any other duration as prescribed by TRAI from time to time.

Customer can withdraw his Porting request within 24 hours from the time of Port request submission through SMS. In case of the Port request cancellation by the customer, the Port fee (if charged) may not be refunded.

After the Port Activation, Address Verification may be initiated and the services may be barred if the same is found to be

negative.

#### **TERMS AND CONDITIONS – POSTPAID**

#### 1. GENERAL TERMS & CONDITIONS

- a. Vodafone Idea Limited (formerly Idea Cellular Limited) herein referred as "Vi" or "Company" reserves the exclusive right to change / alter / amend the terms and conditions herein, the terms of use of services and the Privacy Policy.
- b. The company reserves the exclusive right to change/ alter / amend the tariff plan/s or packs applicable on the Postpaid SIM card at any point at its sole discretion with prior intimation to the customer within the realm of TRAI guidelines.
- c. The license of Vodafone Idea Limited is 10-Oct-2033
- d. For details of definition on telecom terminology used, please visit our website www.MyVi.in
- e. All the rates, tariffs and other related conditions at which the service will be provided is as on this date and may be amended from time to time.
- f. The customer shall only use those mobile telephone instruments, which are compatible with the Global System for Mobile Communications Standard. The company shall not be liable for interruption in service due to any problems or defects in mobile instruments. As of date, the Postpaid SIM card can be used with mobile phones that can operate under the spectrum bands between 700-900-1800-2100-2300 MHz.
- g. Written request for duplicate bill shall be provided for the past period up to 1 year from the date of the last bill on payment of applicable charges.
- h. The company shall address all billing statements and any notices to the subscriber at the billing address given overleaf. Any change in the address of the customer has to be informed to Vi with the photocopy of the new proof of address within a period of seven (7) days after the change of address. Any billing statement or notice from the company to the customer will be deemed served within 48 hours of posting.
- i. Any waiver, concession or any additional benefit over & above the selected/opted plan/pack given by the company is allowed to the customer for limited period / specific circumstances only. It does not affect the company's rights under this Application in any other way.
- j. This application/Terms of Services are subject to the Indian Telegraph Act of 1885 and rules framed there under and any statutory modification or re-enactment for the time being in force and Government regulations (DOT/TRAI/State/Central/Local Authorities) issued from time to time.
- k. In the event of any of these terms & conditions becoming invalid, illegal or unenforceable in any respect under the law such invalidity, illegality or unenforceability shall not in any manner affect or impair other terms & conditions but this application shall be construed as if such an invalid or illegal or unenforceable terms & conditions had never been contained herein.
- In the event of non-acceptance of the application of the customer either prior to or subsequent to within a short period of activation due to any reason whatsoever, refund of such initial payments (net of usage), if any, would be made to the business associate through whom the application has been forward unless a letter to the contrary is received from the customer through the business associate before such refund has been processed. Once the refund is processed, the decision of the company is final and binding on the customer.
- m. This terms and conditions are the complete and exclusive covenants between the customer and the company. It supersedes all prior understandings or other applications, whether oral or written, and all representations or other communications between the customer and the company.
- n. DND facility is available for subscriber with an option of selecting various preferences. A subscriber can register DND or change preferences via various medium i.e. through a SMS, IVR, Call, APP & Website. DND will be activated immediately, however will be applicable after 24hrs Further details to register/Deregister DND service is available in Annexures updated on page no.28 to 30 of this document.
- o. Any company's customer intending to use the SIM for tele-marketing purpose has to register on website http://www.vilpower.com.

- p. Information on Postpaid tariff plans and products is also available on our website <a href="www.MyVi.in">www.MyVi.in</a> and upon request at our exclusive stores.
- q. Customers can call our helpline number 198 (toll-free) for any Complaint or Request. For any query customers can call our General Information Number 199. Call on IVR at General Helpline Number is toll free, however on agent assistance nominal rates are applicable. Alternatively you may also write to us at customercare@vodafoneidea.com
- r. Company makes no express or implied warranties, guarantees, representations, or undertaking, whatsoever, regarding the service, except those expressly mentioned here.
- s. Not all value added services may be available with Vi, on this Postpaid connection. Vi is entitled to change / vary / alter / amend / add to or withdraw any or all Value Added Services and / or to vary the charges / prices of these services at its sole discretion and with notice within the realm of TRAI guidelines.
- t. Value Added Services are offered to the customer at an additional per min / second / per SMS rate prevailing at the time of usage of the services. For details you may refer to our website <a href="https://www.MyVi.in">www.MyVi.in</a>.
- u. The telecom services to the Foreign Nationals will be allowed only for 90 days or VISA Expiry, whichever is earlier or as per the instructions of DoT / TRAI's issued from time to time.
- v. In case you acquire any new connection / add-on connection under the existing billing account number, the roaming tariff of all the existing numbers in the billing account may change as per the new tariff plan opted. The same may apply, in case of bill plan change within one account, with multiple mobile connections.
- w. The customer is not entitled and or authorized, to assign / transfer / resell / lease / rent or create any charge / lien of any nature whatsoever with regards to SIM card / account.
- x. Safe Custody Scheme: Services to the SIM card will be discontinued in case of absence of an Activity, i.e. no Voice / Video call or an outgoing SMS or a Data upload or download or VAS usage or payment of rental. A facility of safe custody is available by paying Rs. 150 which is valid for 3 months or part thereof. During safe custody period customer shall not be charged any rental or usage charges and the number will not be disconnected despite no usage. In an event where customer has paid advance rental, the subscription shall continue for the period for which advance rental is paid. Customer can request for restoration of number within the Safe Custody period and in such an event the number shall be activated in 24 hours.

#### 2. PROVISION OF SERVICES

- a. The Services shall commence upon the Company accepting, after due verification, duly filled and signed Customer Application Form by the Customer and shall run in concurrence with license agreement (including any amendments thereto) between Department of Telecommunication (DoT), Ministry of Communication, Government of India and Vodafone Idea Limited for the operation of Cellular Mobile Services in the respective Licensed Service Area ("the License Agreement") and shall be subject to all applicable laws, bye laws, rules regulations, notifications, orders, directions of the Government of India/Regulatory authorities/Courts/Tribunals and shall further be subject to other terms and conditions of this Customer Application Form (CAF). The Company will allocate a mobile number and will use all reasonable endeavors to maintain the connection and provide services till disconnection.
- b. The grant of connection and subscription to the Services is at the sole discretion of the Company and the Company reserves the right to reject any application, for any reason, without any liability whatsoever. The information provided by the Customer/gathered by the Company shall become the Company's property even if Customer Application Form is rejected. The activation of new SIM shall be within reasonable time and subject to within the realm of direction/guidelines issued by DoT/TRAI in this regard.
- c. The Company reserves the right to seek/verify the particulars provided in the Customer Application Form, and/or seek or verify financial information from the customer's bankers/credit providers and such other independent sources as also carry out other verification as deemed necessary.
- d. The SIM card and the Mobile number are and shall always remain the sole property of the Company and shall be returned by the Customer to the Company upon termination and/or deactivation.
- e. Services will be available to the Subscriber within the range of the base stations in the home or visiting (roaming) network, subject to the factors like acts of God (Vis Divine), Force Majeure and Vis Major conditions like fires, strikes and embargoes, war, insurrection, terrorist attacks, riots and other causes beyond the control

- of the Company including technical / atmospheric / topographical hindrances / technical or roaming link failures. In no event will the Company be liable for direct or indirect, consequential or economic loss or damage, including loss of profits and loss of reputation/defamation, even if advised of the possibility thereof.
- f. Service quality, functionality, availability and/or reliability may be affected, and/or the Company is entitled to, without any liability whatsoever to refuse, limit, suspend, vary or disconnect the Service, in whole or in part, at any time, in its sole discretion, with respect to one/all Customers without any notice, for any reason which is found to be reasonable by the Company, including, but not limited to the following:
  - i. Government's, TRAI's rules, regulations, orders, directions, notifications etc. including changes thereto prohibiting and/or suspending the rendering of such Services.
  - ii. Transmission limitations caused by topographical, geographical, atmospheric, hydrological, and/or mechanical conditions.
  - iii. During technical failure, modification, up-gradation or variation, re-location, repair and/or maintenance of the systems/equipment.
  - iv. Combat potential fraud, sabotage, willful destruction, etc.
  - v. Delayed/non-payment of bills beyond the due date or non-deposit of any applicable fee, charge or deposit etc. or any increase thereof or non-payment of any interim demands before the issuance of the bill. The Company reserves the right to totally or partially disconnect the connection with or without notifying in case of non-payment of the due bill by the due date or in case the cheque is deposited with the Company by the Customer towards payment of the bill is dishonored. Although no notice is mandatory, notification by Tele-calling to the Customer on his telephone number or any other alternate number or by a short-service message by the Company shall be construed as due notice in this regard. In case of such disconnection effected, the Customer shall have to apply for reactivation of his connection for subscription to the Service, after having absolved himself of the due payment. The Company reserves the right to charge for such reactivation at such rates as may be determined from time to time. It shall be the sole discretion of the Company to allow or refuse such re-activation.
  - vi. 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 the Company.
  - vii. Any discrepancy/wrong particular(s) provided by the Customer in the Customer Application Form.
  - viii. Breach of any terms & conditions of this Customer Application Form on part of the Customer.
  - ix. If rendering of Services becomes impossible in view of problems arising on account of interconnection between the Company and other telecom service providers.
  - x. Any other reason, which is found to be reasonable by the Company warranting suspension/disconnection.
  - xi. The Company makes no express or implied warranties, guarantees, representations, or undertaking, what so ever, regarding the services, except those expressly mentioned in this agreement. In all the above cases, the Subscriber shall remain liable to pay service and/or usage charges during the period of suspension.
- g. The company will not be liable for any act of commission or omission of any distributor / dealer / retailer / third party offering any privilege or benefits to the customer without prior sanction of company or outside the realm of company's offers/T&C.
- h. As per government instructions, it is mandatory for the subscriber to personally fill the customer application form, provide self-attested copies of proof of identity & address and recent passport size photograph. The company has the rights to suspend the services with prior notice to the subscriber if any discrepancy is found with regards to the documentation or details.
- i. Subscriber should declare total mobile connections subscribed by him / her from various operators.
- j. If an individual customer has nine (9) connections under his name, irrespective of the service provider, then the customer shall not be granted an additional connection. Giving primacy to National Security, however company reserves the right to fix the count of connections a customer can hold to less than nine connections. In the event it is found that an individual has more than nine connections or number as defined

- by Vi, across operators which remained undeclared, Vi reserves the right to disconnect (with immediate effect) the subscription without prior notice to comply with regulatory guidelines/DOT directives.
- k. The first outgoing call of the customer will be redirected to the Call Center. Activation of the SIM is only subject to the positive telephonic verification of the customers.

#### 3. CHARGES AND PAYMENTS

- a. The Subscriber shall make the following payments to the Company as per tariff plan selected and billing cycle subject to any change by the Company in its tariff plan structure:
  - i. One time payments on commencement of services viz. Activation charges, Plan fees if applicable, Security and other interest free deposits as may be applicable.
  - ii. Monthly charges including monthly access charges, airtime charges, PSTN charges (charges in case of calls to landline phones), fees for selected call management services, monthly rental, STD/ISD charges, GST, roaming charges and any late payment charges as may be applicable as per the tariff plan selected by the Subscriber (Airtime charges are applicable when the Subscriber makes or receives calls, when calls are made from a cellular to a conventional land phone, airtime charges plus local/STD/ISD charges will be applicable).
  - iii. In case any charges are disputed, the Customer shall intimate the Company within two (2) days of receipt of bills. In case of non-receipts of such information, the charges shall be deemed to have been accepted. In all events, the Customer shall pay full amount of charges, pending settlement of dispute.
  - iv. The Company shall have right to introduce any/other tariff plans/services from time to time, and the Company reserves the right to withdraw/alter/change/modify any/all tariff plan/s or billing cycle or Services and/or to revise the rates and charges applicable to such plans services in its sole discretion within the realm of TRAI regulations with prior notice to the Customer/s/Subscriber/s. The call pulse rate and all other applicable charges or fees shall be governed by the rules and regulations as specified by Regulatory Authorities particularly from TRAI which are amended from time to time and /or as notified by the Company.
  - v. Security deposit/Advance usage charges (AUC) as the case may be collected from the customer shall be refunded as per the company policies in force from time to time.
- b. The Subscriber shall pay the service charges and other sums including applicable taxes as per the monthly billing statement on or before the due date mentioned in such statement in full without any deduction, set-off or withholding, failing which the Company shall charge Late Payment Fees on all outstanding dues.
- c. The Company is entitled to discontinue the services without any intimation and/or notice after the due date at its sole discretion, in addition to and without prejudice to any other remedies available. The Company also reserves the right to suspend/deactivate the Services in case it is found that there is an outstanding against any other mobile number or from his/her earlier connection.
- d. The Subscriber shall be liable for all subscribed charges for the Services provided to the Subscriber, whether or not used by the Subscriber.
- e. The Company may adjust the deposit of the Subscriber, if any, in full or partial for satisfaction of any outstanding from the Subscriber to the Company. The Company reserves the right to adjust the security deposit of one mobile number against the outstanding of any other mobile number of the same Customer.
- f. The Company shall not be responsible or liable for non-receipt of bill by the Customer sent prior to Customer informing about change in address and Customer shall be liable to make payment in respect of such bill. It is in customer's interest to enquire with the Company on the status of outstanding bills and clear dues before due date.
- g. The Company shall have the right to predetermine, prefix and apply a credit limit to usage of Services and other value added / supplementary Services by the Customer. Company shall also have the right to demand deposit (additional or fresh) to match the usage Vs credit limit assigned. The Customer shall use the Services only up to the limits of his/her respective credit and the Company shall be entitled to bar the availability of Services either partially or totally upon reaching and/or exceeding the credit limits, with prior information to the Customer and in such event the Customer undertakes not to make any claims against the Company of whatsoever nature. The Company may demand interim payment/s upon the Customer reaching

predetermined and prefixed credit limit sans any issuance of Statement of Account /itemized Bill. In such event to avail continuous Services (including any value added/supplementary Services) without any partial or complete suspension/barring, the Customer shall immediately pay the interim payment as demanded by the Company, even if there was no outstanding against his/her previous bill. All the above intimations by the Company shall be notified by 1. Tele-calling the Customer on his telephone number or any other alternate number or 2. By a short-service message. The intimations from the Company by the said mode shall be construed as due notice in this regard. In the event the Customer has exceeded his predetermined credit limit he/she will be responsible to pay for all the calls made and services obtained even beyond the stated limit. The Company reserves the right not to so bar the Services in its sole discretion and any such allowances made by the Company shall not create any right in favor of the Customer to such increased amount of credit limits in future.

- h. Further, in the event of the Subscriber usage (including rental) 80% of the credit limit, the Subscriber may receive a call / SMS from the Company (at its sole discretion) requesting for interim payments. Further at 100% of the credit limit, the Company at its sole discretion also reserves the right to disconnect partial or full service to mobile connection on non-receipt of the interim payment whenever demand by the Company. Services would be restored on the clearance of billed and unbilled amount. Fixation of credit limit does not imply that the Company shall immediately and mandatorily disconnect partial or full service to mobile connection and/or the bill would be limited or restricted to the specified credit limit, irrespective of subscriber usage (in terms of Clause h above). The Company (at its sole discretion) shall invoke the protocols mentioned in Clause h as and when it notices the following events:
  - i. Sudden spurt in usage of Value Added Services (VAS)/Data usage
  - ii. Sudden spurt in STD/ISD calls
  - iii. Usage of International/National roaming services.
- i. In case of use of International / National roaming services, the Company (at its sole discretion) shall invoke the protocols mentioned in Clause h above or shall demand for complete payment of the bill as and when the Company receives the billing details (billed call records with or without CLI) for International / National roaming services availed by the Subscriber.
- j. The list of events above is only indicative and not exhaustive and the company may invoke the protocols mentioned in Clause h above (at its sole discretion and in its assessment, but within the realm of TRAI guideline) based on the customer credit and payment history, usage, profile etc. Further the Subscriber understands that he/she will not be eligible for the monthly credit revision for the first three months and subsequently, the Company at its sole discretion may change the same based on the usage and payment pattern apart from the company polices in this regard. Notwithstanding to anything contained above, the Subscriber understands and agree that Fixation of credit limit does not imply that the Company shall immediately and mandatorily disconnect partial or full services to mobile connection and /or the bill would be limited or restricted to the specified credit limit, irrespective of the usage (in terms of Clause h) and he /she shall always be responsible and liable to pay (without any demur) the amounts due/likely to be due against the service availed by him/her irrespective of the action/non-action by the company to disconnect partial or full services upon his/her usage (excluding rentals / feature charges etc) exceeding the 100% of the credit limit.
- k. In the event, it is found by the Company that the Subscriber (an individual, a sole proprietor, an Un registered/ registered partnership firm, private or public limited company) is/are holding two or more subscription accounts with Company and the Subscriber who is now existing as an active Customer has outstanding amounts due payable to the Company either by himself or his/her representatives who have availed Services of the Company by virtue of Add-on card or otherwise or has been a Subscriber (an individual, a sole proprietor, an un-registered/registered partnership firm, private or public limited company) in the same account/different account under CUG or otherwise, the Company shall reserve the right to bar/discontinue to offer the Services of the Company to the mobile connections held by the subscriber (an individual, a sole proprietor an unregistered/registered partnership firm, private or public limited company) in the same account/different account under CUG or otherwise and demand the outstanding dues/amounts payable by the Subscriber under

- as mentioned above. Such action for discontinuation of Services shall be taken prior intimation through Telecalling or through Short Message Service (SMS). This clause shall be applicable to the erstwhile postpaid subscribers who are using / active subscriber using Prepaid/Postpaid offer by the Company.
- In case of a lost/misplaced/stolen SIM card, the entire liability of the lost/misplaced/stolen card will be borne by the Customer. In such an eventuality, the Customer shall inform the Company immediately so as to suspend the Services. The loss of or inability to use the SIM card shall not absolve the Customer from his liability to pay outstanding charges etc. In the event that the SIM card has to be replaced for whatsoever reason, the same shall be done by the Company upon payment of nominal charges. The company will replace the SIM card only on written intimation and after due verification.
- m. While roaming in other Telecom Circle, depending upon the Service Provider/Operator selected by the Customer either manually or automatically. Operator specific Tariffs will be charged for all the Services availed by the Customer however such charging shall be as per ceiling specified by TRAI on roaming tariff from time to time.
- n. Before embarking on International or National roaming, the Subscriber shall mandatorily visit exclusive Idea store and ascertain the applicable tariffs for both voice and data.
- o. Subscribers using smart phones are hereby notified that while on International Roaming they should manually turnoff the data services to avoid the high charges on data services.
- p. The delivery of services while on roaming is subject to Clause 2 (e) above.
- q. The Customer acknowledges that peak, standard and off-peak hours for call charges may differ from one operator to another.
- r. To have an increased credit limit and to enjoy un-interrupted services, the subscriber may pay Vodafone Idea Limited advance payments or additional deposits, before he/she embarks on International roaming.
- s. Subscribers who have authorized Vodafone Idea Limited with standing instructions for bill payments through credit card, interim payments shall be processed as and when the outstanding (billed and /or unbilled amounts) crosses the credit limit/available deposit.
- t. In case of a loss of the SIM card while on roaming or otherwise, the Subscriber shall intimate Vodafone Idea Limited call center on 198 or long digit 198 number from any number. The Subscriber shall be liable for all calls made/received on the SIM card issued to/held by him/her for Six (6) hours after the intimation to Vodafone Idea Limited.
- u. Airtime charges shall be applicable to all incoming and outgoing calls. International roaming charges shall vary from country to country depending on the roaming destination.
- v. Local/STD/ISD charges and taxes will be at actual. Local/STD/ISD charges shall be applicable for all incoming calls in the roaming destinations.
- w. Airtime charges on the roaming local calls at Roaming locations will be depended on the changes defined by the International roaming operator from time to time.
- x. SMS facility shall be charged, based on charges levied by the international roaming network operator at Roaming locations.
- y. Any applicable surcharge on the actual usage is applicable for all calls made and received while on International Roaming locations.
- z. Applicable GST shall be levied on all usage & rental charges.
- aa. The monthly access fees as applicable for International roaming will be charged in advance and on non-prorate basis.
- bb. Since, on International roaming the calling line identification is not guaranteed, the calling line Identifications service (CLI) on International roaming shall be extended to the Subscriber, provided the International roaming partner extends/provides the same. Therefore, Vodafone Idea Limited shall provide the Subscriber with the International roaming call details (incoming and outgoing) with calling line identification if the same is shared/provided by the International roaming partner.
- cc. International/National roaming calls/ data shall be billed to the Subscriber within Three (3) months from receipt of the details regarding the billed International/National roaming calls from roaming partner.

- dd. Any free calls/minutes/SMS/Data as per the applicable tariff plans shall be available to the Subscriber, while he/she is in "Home Network" and the same cannot be consumed or used while the Subscriber is on National/International Roaming. Any usage shall be billed as per the applicable Roaming Tariff.
- ee. Subscribers availing Vodafone Idea Limited Net setter (Data card/USB modem) services are informed that usage as per the "Unlimited plan", any free calls/minutes/SMS as per the applicable tariff plan shall be available while he/she is in "Home Network" and the same cannot be consumed/used while on National/International Roaming. Any usage shall be billed as per the applicable Roaming tariffs.
- ff. All taxes, present and future, and additional Taxes / cess /duties etc. that may be levied by Government/local authorities etc. with respect to Service shall be borne by the Customer.
- gg. Benefits free or discounted SMS will not be available to the customer on festive days. Customers can get the list of the dates on www.MyVi.in

#### **TERMINATION**

- a. The termination of the services by the Subscriber shall be governed by the directives of TRAI issued from time to time. In the event Company discontinues its services in a particular service area or is desirous of terminating the services of a particular Subscriber/Customer; such termination shall be done with 30 days prior intimation to the Subscriber/Customer.
- b. Notwithstanding anything contained herein, the Company shall be entitled to immediately terminate the services of a particular Subscriber/Customer and/or wholly or partially disconnect the Services to be provided pursuant to the, on the occurrence of any of the following:
  - i. The Government, TRAI or any competent Authority suspends, terminates, nationalizes or takes over the license or the Services temporarily or otherwise.
  - ii. At any time the Subscriber/Customer fails to satisfy the requisite credit checks or provides fraudulent information to the Company pursuant to which Services have been provided.
  - iii. The Customer fails to pay the subscription or the Charges due.
  - iv. If the Customer commits breach of any of the terms of this Customer Application Form and does not remedy the breach within seven (7) days of the receipt of a written notice from the Company specifying the breach.
  - v. If the Customer uses the Services for committing for any unlawful, illegal, immoral or abusive purposes or for sending obscene, threatening, harassing messages or sending message or communications that affect/infringe national interest, nor create any damage or risk to Company or its Network and/or other Customer(s).
  - vi. Pursuant to Clause 2 (e) above.
  - vii. Termination of this Customer Application Form under the preceding provision shall be without prejudice to any right or remedy available to the terminating party under the applicable law or statute and the Company shall be entitled to recover all outstanding charges and dues from the Customer.
- c. The company may also request for the re-submission of Customer Application Form (including Customer Photograph), Proof of identity & Proof of Address, if the earlier documentation submitted by the Subscriber is badly mutilated, illegible or has been declared not valid or compliant as per the guidelines issued by the Department of Telecommunications (from time to time). Company reserves the right to suspend the Services with prior intimation in the event the subscriber does not adhere to the aforesaid request.
- d. If your number is found to be used for promotional activity without registering as tele-marketer, your number will be restricted under usage capping of 20 calls & 20 SMS's per day for 30 days & 180 days upon first & second offence respectively. On further offences your number along with all numbers on same name & address shall be disconnected. The name & address shall be blacklisted for next 2 yrs & new subscription will denied. If required to reissue, the same will be either reissued or refused as per the prevailing guidelines at that point of time.

#### **GOVERNING LAW**

hh. The terms and conditions contained herein shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of the Courts in the respective Licensed Service Area ("the License Agreement").

#### **CONFIDENTIALITY**

- ii. Our privacy policy is available on www.MyVi.in .
- jj. Both the Company and the Subscriber shall keep in confidence any information received by either parties and shall not disclose the same to any third party and except to any authorities (state/central/statutory or otherwise), however, the Company shall be entitled to disclose the details of the subscriber's name, address, payment record and any other information to any authority (state/central/statutory or otherwise), including but not limited to any debt collection agency, customer verification agency, credit reference agency, fraud prevention agency, security agency, and financial institution including banks. Company reserves the right to comply with the directions of such authorities (state/central/statutory or otherwise) at its discretion without intimation to customer.
- kk. Authorized Third Parties: The company in order to provide better product & services (now or in future), may at its discretion employ, contract or covenant with third parties/entities (external) for strategic & operational purposes and pursuant to the same company may disclose and/or transfer your personal information or other information collected, stored and processed by us to such third parties. Further, such third parties/entities are bound by agreements containing confidentially obligations relating to the management, treatment and confidentiality of the information shared.
- II. The company reserves the right to share aggregated & anonymized information about the subscriber/customers with authorized third parties to enable them to offer the subscribers/customers other products and services (now or in future).
- mm. The Customer hereby agrees to indemnify and hold harmless the Company and its Officials/Agents from/against all suits, costs, liabilities, proceedings (civil or criminal), damages or claims of any kind arising out of any act or omission of the Customer or use / misuse of the Service by the Customer or any other person with or without consent of the Customer (under Clause 4 (b) and 4 (d) above).
- nn. The Customer hereby agrees to indemnify and hold the Company harmless against any claim for libel or slander or for any infringement or violation of copyright arising out of communications sent or received by Customer on the Company's Network.
- oo. The Company shall not be liable to any Customer/Subscriber and/or any person, firm, body corporate claiming through, under, or in trust for the Customer. The Customer hereby waives and agrees to continue to waive all claims/actions for any delays, losses including, but not limited to, loss of business, profit, revenue or goodwill, damages, fees, costs, expenses, orders, judgment etc. direct, incidental or consequential arising out of any interruption, delays, errors or defects or other failure with respect to the Service and or value added/supplementary Services or billing arrangements, payments or collections to the extent that such interruption, delay error or defector a result of any cause or reason covered in Clause 2 (e) above.

#### MNP Terms & Conditions:

The total time frame for Port activation is 2 days for inter circle porting and 4 days for intra circle & corporate subscriber from the date of porting request received at mobile number portability service provider (Mentioned turnaround time is excluding Sundays & national holiday.

Following validation will be done upon UPC generation request & in case validation is failed UPC generation request will be rejected & communicated to subscriber.

- A. There are outstanding payments due from the subscriber by way of pending bill or bills, as the case may be, issued as per the normal billing cycle but before the date of application for porting.
- B. The porting request has been made before the expiry of a period of ninety days from the date of activation of a new connection.
- C. A request for change of ownership of the mobile number is under process.
- D. The mobile number sought to be ported in sub-judice.
- E. Porting of the mobile number has been prohibited by a Court of Law.

- F. The Unique Porting Code mentioned in the Porting request does not match with the Unique Porting Code allocated by the Donor Operator for the mobile number sought to be ported.
- G. There are subsisting contractual obligations in respect of which an exit clause has been provided in the subscriber agreement but the subscriber has not complied with such exit clause.
- H. The validity of UPC code has expired
- I. For Corporate porting below validation will be done upon porting request.
- J. In case of a corporate mobile number, the porting request is not accompanied by authorization letter from the authorized signatory of the subscriber.
- K. Authorized Letter not in Desired Format
- L. Incorrect Donor name or Recipient name or circle name
- M. Authorized signatory seal / signature not available in all pages
- N. Authorized Signatory Name missing /mismatch
- O. Authorized Signatory Signature missing / mismatch
- P. Authorized Signatory E-mail id missing
- Q. Company letter head not valid
- R. Company name mismatch
- S. Company Stamp Missing
- T. Request for more than 100 number
- U. Mobile Number mentioned incorrect

Once Ported-in the number cannot be ported out before 90 days or any other duration as prescribed by TRAI from time to time.

Customer can withdraw his Porting request within 24 hours from the time of Port request submission through SMS.

In case of the Port request cancellation by the customer, the Port fee (if charged) may not be refunded.

After the Port Activation, Address Verification may be initiated and the services may be barred if the same is found to

After the Port Activation, Address Verification may be initiated and the services may be barred if the same is found to be negative.

#### 4. M2M TERMS & CONDITIONS

- a. The ownership of all M2M SIMs shall be with entity/organization providing M2M services.
- b. The details of all the customers of M2M services i.e. physical custodian of machines fitted with SIMs, will be maintained by entity/organization providing M2M Services.
- c. All the below updated information will made available online through some web interface to Company by entity/organization providing M2M services.
- i) Details of M2M end device i.e. IMEI, ESN etc.
- ii) Make, Model, Registration no. etc. of the machines (i.e. Cars, Utility Meters, POS etc.).
- iii) Corresponding physical custodian's name and address.
  - d. In case of sale or transfer of devices having M2M SIMs inside it, the responsibility of intimating to the Licensees & the details of person to whom such devices are transferred and for fulfilling subscriber verification norms, lies with the entity/organization providing M2M services.

#### 5. QUALITY OF SERVICE BENCHMARK AS PRESCRIBED BY REGULATOR

Sl. No.	Name of Parameter	Benchmarks	Averaged over a period
1	Metering and billing credibility -	Not more than 0.1%	One Billing Cycle
2	Metering and billing credibility – Prepaid	Not more than 0.1%	One Quarter
	Resolution of billing/ charging	>=98% with 4 weeks	One Quarter
3	3 Resolution of billing/ charging complaints	100% within 6 weeks	One Quarter
4	Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints	Within 1 week of resolution of complaint	One Quarter
5	Accessibility of call centre/ customer care	≥ 95%	One Quarter
6	Percentage of calls answered by the operators (voice to voice) within 90 seconds	>=95%	One Quarter
7	Termination / closure of service	100% in ≤ 7 days	One Quarter
8	Time taken for refund of deposits after closures	100% within 60 days	One Quarter

#### **QUALITY OF SERVICE PROMISED\***

\* Though Vodafone Idea Limited will strive to meet the prescribed benchmarks but due to technical/practical reasons it might vary which will be duly intimated to the regulator.

#### 4. <u>DETAILS ABOUT EQUIPMENTS OFFERED</u>

**4.1** We offer handsets to a limited extend in our bundled offers for data usage, details of which can be seen on our website ( www.MyVi.in ) as these a frequent change in the offers / equipment's.

#### **5. RIGHT OF CONSUMERS**

- **5.1** To receive unique docket number for every complaint registered by them.
- **5.2** Consumers can move to Appellate Authority if s/he does not receive resolution from our Contact Center / Touch Points.
- **5.3** The details of Appellate Authority are to be provided to the consumer by the Contact Centre upon consumer request.
- **5.4** The consumer can terminate or disconnect our service at his/her convenience. The bills are checked, reconciliation is done and any amount, if due after adjusting the outstanding dues, is returned to the consumer from his/ her security deposit. This process takes a maximum of 60 days from the date of disconnection.
- **5.5** Consumer can terminate the services by sending a written request, Fax, E-mail, telephone call and SMS to us. The termination of service shall be subject to the return or recovery of the customer premise equipment, wherever applicable.

**5.6** To help you restrict unwanted communication on your phone, we have implemented the Do Not Disturb process. Our customers can register to DND services, through various modes like by sending SMS to 1909, calling our IVR on 1909, through our website & App or through TRAI DND APP. Keywords to activate/change your reference are available in this document on page no. 28.

#### **6. DUTIES AND OBLIGATIONS OF THE COMPANY**

- **6.1** We have a 2 stage complaint resolution management, i.e., Contact Center / Showrooms and Appellate Authority.
- **6.2** A unique docket number is allotted to every complaint made by the consumer.
- **6.3** Appellate authority will resolve the appeal within 39 days of receipt of the appeal
- **6.4** All plan details are placed on the website
- A tariff plan once offered shall be available to a subscriber for a minimum period of 6 months (or for life time in case of life time validity) from the date of enrolment of the subscriber to that tariff plan
- In case of Lifetime validity/unlimited validity we shall inform customers, the month and year of expiry of current License in promotional literature/advertisements.
- **6.7** We shall give an advance notice of not less than 30 days to the Authority and Subscribers before terminating an existing tariff plan.
- **6.8** Customer will be informed on activation of a voucher about usage, account, VAS charges is as per Telecom Consumer Protection Regulation 2012 issued by TRAI.
- **6.9** MNP facility is available only within a given licensed service area.
- You can make a porting request only after 90 days of the date of activation of your mobile connection. If your mobile number has already been ported once, the number can again be ported only after 90 days from the date of the previous porting.
- 6.11 If you desire to port out your mobile number, you should approach the Recipient operator (the operator to whom you want to port your number). You may be required to pay porting charge up to a maximum of Rs.19/- to the Recipient Operator. You will need to obtain a Customer Acquisition Form (CAF) & Porting Form. You need a 'Unique Porting Code' (UPC). To obtain UPC send SMS from the mobile number you want to port to the number '1900' with text 'PORT' followed by space followed by your 10 digit mobile number you want to port. It may be noted that you will receive an auto generated 8 digits UPC from the Donor operator. The UPC is valid for 4 days.

#### 7. GENERAL INFORMATION NUMBER AND CONSUMER CARE NUMBER

Sr. No	Circle	Consumer Care Number	General Information Number
1	Andhra Pradesh	198	199
2	Assam	198	199
3	BIHAR	198	199
4	Delhi	198	199
5	Gujarat	198	199
6	Haryana	198	199
7	Himachal Pradesh	198	199
8	Jammu and Kashmir	198	199
9	Karnataka	198	199
10	Kerala	198	199
11	Kolkata	198	199
12	Madhya Pradesh	198	199
13	Maharashtra and Goa	198	199
14	NESA	198	199
15	Mumbai	198	199
16	Orissa	198	199
17	Punjab	198	199
18	Rajasthan	198	199
19	Rest of Bengal	198	199
20	Tamil Nadu	198	199
21	UP (E)	198	199
22	UP (W)	198	199

#### 8. <u>COMPLAINT REDRESSAL MECHANISM</u>

- **8.1** The complaint of consumer is resolved by our customer care executive at the call center and outlets.
- **8.2** A unique docket number is provided to the consumer for all complaints.
- **8.3** If the complaint is not resolved or not resolved to your satisfaction, consumers can appeal to Appellate Authority through email, facsimile, post, in person or call on the consumer care number 198 -Toll free) within thirty days of closure of complaint. Appeal format is mentioned as Annexure 1 (not mandatory) at the bottom of this document.
- **8.4** The name and contact information of Appellate Authority are mentioned in section 11 of this document.
- **8.5** Appellate authority will resolve & intimate the appellant within 39 days of receipt of the appeal

# 9. DETAILS OF APPELLATE AUTHORITY

**Operational Days:** Monday to Friday (excluding circle holidays)

**Operational Timings:** 10 AM to 6 PM

Service Areas	Appellate Authority	Appellate Address	Appellate Contact Detail	Appellate Email id.
Andhra Pradesh	Ms. Padmavathi PV	Vodafone Idea Limited, 6th Floor , Varun Towers II, Begumpet, Hyderabad-500016	Contact No: 9948002240 Fax No: 040- 27764700	appellate.ap@vodafoneidea.com
Assam	Ms. Chandrani Mukherjee	Vodafone Idea Limited RED DEN, NH – 37 Katahbari, Gorchuk, Guwahati, Assam- 781035	Contact No: 9706024365 Fax No: 9706197061	appellate.asm@vodafoneidea.co m
Bihar	Ms. Chandrani Mukherjee	Vodafone Idea Limited, BLOCK A , 3rd Floor, Sai Corporate Park, Rukanpura, Bailey Road, Opposite SSB Office,Patna–800014	Contact No: 9709018279 Fax No: 0612- 2540352	appellate.bih@vodafoneidea.com
Delhi	Mr. Mayank Srivastava	Vodafone Idea Limited, A-19, Mohan co- operative Industrial Estate, Mathura Road, Delhi -110044	Contact No: 01171032211 Fax No:01126940154	appellate.delhi@vodafoneidea.co m

Gujarat	Ms. Vinita Joshi	Vodafone Idea Limited, Vodafone Idea House, Building A, Corporate Road, Off. S.G. Highway, Prahladnagar, Ahmedabad – 380015	Contact No: 7567860602 Fax No: 9825025989	appellate.Guj@vodafoneidea.com
Haryana	Ms. Mandeep Kaur	Vodafone Idea Limited, Sarita Vihar – A19, Ground Floor ,Mohan Co-operative Industrial Estate, Mathura Road, New Delhi – 110044	Contact No: 9813090003 Fax No: 0184 2207410	appellate.har@vodafoneidea.com
Himachal Pradesh	Ms. Mandeep Kaur	Vodafone Idea Limited, Keonthal Complex, Khalini, Shimla (HP) 171002	Contact No: 9736397363 Fax No: 0172- 2236347	appellate.hp@vodafoneidea.com
Jammu & Kashmir	Ms. Mandeep Kaur	Vodafone Idea Limited, 3rd Floor, Sunny Square, Gangyal, Jammu - 180010	Contact No: 9796097979 Fax No: 0172- 2236347	appellate.jnk@vodafoneidea.com
Karnataka	Ms. Padmavathi PV	Vodafone Idea Limited, Ground Floor B Block MarutiInfotech Ctr,Koramangala Intermediate Ring Rd, AmarJyoti Layout,Bangalore- 560071	Contact No: 8071712000 Fax No: 080 7171 1010	appellate.kar@vodafoneidea.com

Kerala	Ms. Bindu Gopal	Vodafone Idea Limited, VJ Tower, Vytilla PO, Ernakulam 682019	Contact No: 9946123456 Fax No:04842803121	appellate.ker@vodafoneidea.com
Kolkata	Ms. Chandrani Mukherjee	Vodafone Idea Limited, Srijan Tech Park, 7th floor, DN -52, Sector- V, Salt Lake City, Kolkata 700091	Contact No: 9088118992 Fax No: 9830098241	appellate.kol@vodafoneidea.com
Madhya Pradesh	Mr. Ronak Patel	Vodafone Idea Limited, 139-140 Electronic complex, Paradheshipura, Indore - MP - 452010	Contact No: 07314031414 Fax No: 0731- 2551304	appellate.mpcg@vodafoneidea.co m
Maharash tra	Mr. Amit Agrawal	Vodafone Idea Limited, The Metropolitan, FP No 27, Survey No 21, Old Pune-Mumbai Highway, Wakdewadi, Shivaji Nagar, Pune-411 003	Contact No: 020 - 71718181 Fax No: 020- 71716666	appellate.mah@vodafoneidea.co m

Mumbai	Ms. Deepika Menon	Vodafone Idea Limited, 2nd Floor, Skyline Icon, 86/92, Andheri Kurla Road, Marol Naka, Near Mittal Industrial Estate, Andheri East, Mumbai 400059	Contact No: 9820015713  Fax No: 022 71713888	appellate.mum@vodafoneidea.co m
North East	Ms. Chandrani Mukherjee	Vodafone Idea Limited, Near Nazareth Hospital, Arbuthnot Road, Laitumkhrah, Shillong 793 003	Contact No: 9774024365 Fax No: 9774197741	appellate.nes@vodafoneidea.com
Orissa	Ms. Chandrani Mukherjee	Vodafone Idea Limited, Unit - 41, E 52, Infocity,Chandrasekhar pur,Chandaka Industrial Estate,Bhubaneswar - 751024	Contact No: 9090010078 Fax No: +91 674 7171767	appellate.orissa@vodafoneidea.co m
Punjab	Ms. Mandeep Kaur	Vodafone Idea Limited, C 105, Industrial Area, Phase VII Mohali, Punjab – 160055	Contact No: 9888012346 Fax No: 0172- 2236347	appellate.Pun@vodafoneidea.com
Rajasthan	Mr. Mayank Srivastava	Vodafone Idea Limited, 5th Floor , Gaurav Tower, Malviya Nagar, Jaipur - 302017	Contact No: 9828996200 Fax No: 01417171999	appellate.raj@vodafoneidea.com

Tamil Nadu	Ms. Bindu Gopal	Vodafone Idea Limited, Tower1, 9 th Floor, TVH Beliciaa Towers, Block 94, MRC Nagar, Chennai 600 028	Contact No: 9962099625	appellate.tamilnadu@vodafoneid ea.com
UP East	Mr. Vikram Bains	Vodafone Idea Limited, Shalimar Titanium, Plot Number TC/G 1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226010	Contact No: 9721980180 Fax No: +91 522 2723974	appellate.Upe@vodafoneidea.co m
UP West	Mr. Vikram Bains	Vodafone Idea Limited, Sarita Vihar, A19, First Floor, Mohan Co- operative Industrial Estate, Mathura Road, New Delhi – 110044	Contact No: 9813090003  Fax No: 011-71718001	appellate.upw@vodafoneidea.co m
West Bengal	Ms. Chandrani Mukherjee	Vodafone Idea Limited, Srijan Tech Park, 7th floor, DN -52, Sector- V, Salt Lake City, Kolkata 700091	Contact No: 9093118992 Fax No: 9732097666	Appellate.wb@vodafoneidea.com

#### 10. PROCEDURE OF TERMINATION OF SERVICES OFFERED

- **10.1** The consumer can terminate or disconnect our service at his/her convenience. The bills are checked, reconciliation is done and any amount, if due after adjusting the outstanding dues, is returned to the consumer from his/ her security deposit. This process takes a maximum of 60 days from the date of disconnection.
- **10.2** For deactivation of any Value Added Services (VAS) consumers can call 155223 (Common VAS Deactivation Portal) or send SMS "STOP" to 155223.

#### **DND Registration & De-Registration Keywords**

Customer register/de-register DND services by sending SMS to 1909 with below mentioned keywords, or by calling 1909 IVR.

#### Annexure 1 Table - A

Customer can opt-out for any or all of following Commercial Communications Content category(ies) of content :-

Commercial Communications	IVRS: Call to 1909 and press at	SMS: Send SMS to 1909
Category to be blocked or opted out	prompt to block	following text
All CC Categories (to be blocked)		
except transactional type of		
commercial communications	0	FULLY BLOCK
All CC Categories (to be blocked)		
except transactional and service		
type of commercial communications	50	BLOCK PROMO
(i) Banking/Insurance/Financial		
products/ credit cards,	1	BLOCK 1
(ii) Real Estate,	2	BLOCK 2
(iii) Education,	3	BLOCK 3
(iv) Health,	4	BLOCK 4
(v) Consumer goods and		
automobiles,	5	BLOCK 5
(vi) Communication/Broadcasting		
/ Entertainment/IT,	6	BLOCK 6
(vii) Tourism and Leisure,	7	BLOCK 7
(viii) Food and Beverages;	8	BLOCK 8

#### Annexure 1 Table - B

Customer can opt-in for any or all of following Commercial Communications Content category(ies) of content:

or content.		
	IVRS: Call to 1909	
	and press at prompt	SMS to 1909
UCC Category to be unblocked or opted in	to unblock	following text
All UCC Categories (to be unblocked)	90	UNBLOCK ALL
All UCC Categories (to be unblocked) except		UNBLOCK
Promotional	51	SERVICE
(i) Banking/Insurance /Financial products/		
credit cards,	91	UNBLOCK 91
(ii) Real Estate,	92	UNBLOCK 92
(iii) Education,	93	UNBLOCK 93
(iv) Health,	94	UNBLOCK 94
(v) Consumer goods and		
automobiles,	95	UNBLOCK 95
(vi) Communication/Broadcasting		
/ Entertainment/IT,	96	UNBLOCK 96
(vii) Tourism and Leisure,	97	UNBLOCK 97
(viii) Food and Beverages;	98	UNBLOCK 98

#### **Annexure 2 Table-A**

Customer can opt-out of any or all of following category(ies) of mode(s) of communication:

UCC Mode of Communication (Choices		
for	IVRS: Call to 1909 and press	SMS: Send SMS to
Preference(s))	at prompt to block	1909 following text
All Categories of Mode (to be		
blocked)	10	BLOCK 10
(i) Voice Call,	11	BLOCK 11
(ii) SMS,	12	BLOCK 12
(iii) Auto Dialer Call (With Pre-recorded		
Announcement),	13	BLOCK 13
(iv) Auto Dialer Call (With Connectivity		
to live agent),	14	BLOCK 14
(v) Robo-Calls,	15	BLOCK 15

<u>Annexure 2 Table - B</u>
Customer can opt-in for any or all of following category(ies) of mode(s) of communication:

customer can opt-in for any or an or following category(les) or mode(s) or communication.			
	IVRS: Call to 1909 and		
UCC Mode of Communication	press at	SMS: Send SMS to 1909	
(Choices for Preference(s))	prompt to block	following text	
All Categories of Mode (to be			
unblocked)	80	UNBLOCK 80	
(i) Voice Call,	81	UNBLOCK 81	
(ii) SMS,	82	UNBLOCK 82	
(iii) Auto Dialer Call (With Pre-recorded			
Announcement),	83	UNBLOCK 83	
(iv) Auto Dialer Call (With Connectivity to live agent),	84	UNBLOCK 84	
(v) Robo-Calls,	85	UNBLOCK 85	

### Annexure 3 Table A

Customer can opt-out of any or all of following time bands

UCC Time band for Communication (Choices for Preference(s))	IVRS: Call to 1909 and press at prompt to block	SMS: Send SMS to 1909 following text
All Time Bands (to be blocked)	20	BLOCK 20
(i) 00:00 Hrs to 06:00 Hrs,	21	BLOCK 21
(ii) 06:00 Hrs to 08:00 Hrs,	22	BLOCK 22
(iii) 08:00 Hrs to 10:00 Hrs,	23	BLOCK 23
(iv) 10:00 Hrs to 12:00 Hrs,	24	BLOCK 24
(v) 12:00 Hrs to 14:00 Hrs,	25	BLOCK 25
(vi) 14:00 Hrs to 16:00 Hrs,	26	BLOCK 26
(vii) 16:00 Hrs to 18:00 Hrs,	27	BLOCK 27
(viii) 18:00 Hrs to 21:00 Hrs,	28	BLOCK 28
(ix) 21:00 Hrs to 24:00 Hrs,	29	BLOCK 29

## <u> Annexure 3 Table - B</u>

Customer can opt-in for any or all of following time band(s):

UCC Time band for Communication	IVRS: Call to 1909 and press	SMS: Send SMS to
(Choices for Preference(s))	at prompt to block	1909 following text
All Time Bands (to be unblocked)	70	UNBLOCK 70
(i) 00:00 Hrs to 06:00 Hrs,	71	UNBLOCK 71
(ii) 06:00 Hrs to 08:00 Hrs,	72	UNBLOCK 72
(iii) 08:00 Hrs to 10:00 Hrs,	73	UNBLOCK 73
(iv) 10:00 Hrs to 12:00 Hrs,	74	UNBLOCK 74
(v) 12:00 Hrs to 14:00 Hrs,	75	UNBLOCK 75
(vi) 14:00 Hrs to 16:00 Hrs,	76	UNBLOCK 76
(vii) 16:00 Hrs to 18:00 Hrs,	77	UNBLOCK 77
(viii) 18:00 Hrs to 21:00 Hrs,	78	UNBLOCK 78
(ix) 21:00 Hrs to 24:00 Hrs,	79	UNBLOCK 79

#### <u>Annexure 4 Table - A</u>

Customer can opt-out of any or all of following day type(s):

IVRS: Call to 1909 and	
press at	SMS: Send SMS to
prompt to block	1909 following text
30	BLOCK 30
31	BLOCK 31
32	BLOCK 32
33	BLOCK 33
34	BLOCK 34
35	BLOCK 35
36	BLOCK 36
37	BLOCK 37
38	BLOCK 38
	press at prompt to block  30  31  32  33  34  35  36  37

# Annexure 4 Table - B

Customer can opt-in for any or all of following day type(s):

editioner can opt in for any or an orionowing day type(3).		
Day Type(s) for receiving Commercial	IVRS: Call to 1909 and press	
Communication (Choices for	at	SMS: Send SMS to
Preference(s))	prompt to block	1909 following text
All Day Type(s) (to be unblocked)	60	BLOCK 60
(i) Monday	61	BLOCK 61
(ii) Tuesday	62	BLOCK 62
(iii) Wednesday	63	BLOCK 63
(iv) Thursday	64	BLOCK 64
(v) Friday	65	BLOCK 65
(vi) Saturday	66	BLOCK 66
(vii) Sunday	67	BLOCK 67
(viii) Public Holiday and National Holiday	68	BLOCK 68