

दर्ता फारम

SUBSCRIPTION FORM

Ncell

Ncell Axiata Limited
Ncell ICON, Lainchaur,
Kathmandu, Nepal
Tel: +977 9805554444
www.ncell.com.np

१. निवेदकको नाम/Applicant's Name

नाम/First _____ थर/Last _____

२. स्थायी ठेगाना/Permanent Address

वडा नं./Ward No. _____ घर नं./House No. _____ टोल/Tole _____

सडकको नाम/Street Name _____ गा.प./न.पा./RM/Municipality _____

जिल्ला/District _____ अञ्चल/Zone _____ प्रदेश/State _____ देश/Country _____

३. अस्थायी ठेगाना/Temporary Address

वडा नं./Ward No. _____ घर नं./House No. _____ टोल/Tole _____ सडकको नाम/Street Name _____

गा.प./न.पा./RM/Municipality _____ जिल्ला/District _____

अञ्चल/Zone _____ प्रदेश/State _____ देश/Country _____

४. निवेदकको पेशा/Applicant's Occupation _____ ५. कार्यालयको नाम/Company Name _____

६. सम्पर्क टेलिफोन नम्बर/Contact Telephone No. _____ इ-मेल/E-mail _____

७. लिंग/Gender पुरुष/Male महिला/Female अन्य/Others ८. जन्म मिति/Birth Date DD दिन MM महिना YYYY साल

९. समावेश गरिएका कागजातहरू/Document Attached

नागरिकता/Citizenship पासपोर्ट/Passport सवारी चालक प्रमाणपत्र/Driving License अन्य/Others

१०. कागजात नं./Document No. _____ जारी गरिएको मिति/Issue Date _____ जारी गरिएको जिल्ला/Issue District _____

११. निवेदकको बाबु/आमा/श्रीमान/श्रीमतीको नाम/Applicant's Father/Mother/Husband/Wife Name _____

१२. निवेदकको हजुरबुवाको नाम/Applicant's Grandfather Name _____

उपरोक्त समझौता दोश्रो पेजमा उल्लेखित गरिएको छ । Subscribers agreement is stated on back side.

थप जानकारीका लागि एनसेलको आधिकारिक वेब साइट www.ncell.com.np मा हेर्नुहोस् । For more information visit www.ncell.com.np

प्रयोगकर्ताको हस्ताक्षर/Applicant's Signature _____ मिति/Date _____

नागरिकता नभएका विद्यार्थीका लागि

श्री/सुश्री _____ श्री _____ का छोरा/छेरी हुन् ।
निजलाई यस कम्पनीको मोबाइल सिम उपलब्ध गराएमा हामी मन्जुरी रहेको छ, सो को दुरुपयोग नहुने कुरामा हामी विश्वस्त रहेको छौं ।

औंठ छाप

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दायाँ

बायाँ

माता/पिता/अविभावकको हस्ताक्षर _____ विद्यालय/कलेजको छाप _____ शैक्षिक संस्था प्रमुखको हस्ताक्षर _____

एनसेलको ग्राहक दर्ता फारम निर्देशन बमोजिम रहेको प्रमाणित गर्दछु । मैले सवकली प्रमाणपत्रको साथ ग्राहकको प्रतिलिपि प्रमाणपत्र रुजु गरेको छु ।

पि ओ एस/क्लस्टरको नाम

पि ओ एस/क्लस्टर हस्ताक्षर र सिल

कार्यालय प्रयोजनका लागि मात्र

आइ.सि.सि.आइ.डि.: ८९९७७ _____

मोबाइल नं.: _____

खाता नं.: _____ सिम कार्ड सुचारु गरिएको मिति: _____ (दिन/महिना/साल) जारी गरिएको मिति: (दिन/महिना/साल) _____

ग्राहक प्रति / Customer Copy

१. निवेदकको नाम/Applicant's Name _____

आइ.सि.सि.आइ.डि.: ८९९७७ _____

मोबाइल नं.: _____

मिति/Date _____

मास्टर सिम नं.: _____

पि ओ एस/क्लस्टरको नाम आधिकारिक हस्ताक्षर

Subscribers Agreement approved by the Nepal Telecommunication Authority dated January 26, 2006 (2062/10/10)

- 1. Definition**
 - "Ncell" shall mean a mobile service operated by Ncell in Nepal upon obtaining the certificate of registered trademark issued by Department of Industries with certificate No.: 23202 and dated July 14, 2005(2062/3/30).
 - "Service" shall mean a mobile service provided by Ncell to its subscribers on its own or through its service providing wings.
 - "Mobile Number" shall mean a mobile telephone number provided to a subscriber (which is hereinafter referred to as mobile number).
 - "Mobile Network" shall mean a digital telecommunication network, station, switching, micro web, base station including other telecommunication instruments used in mobile telephone service operation.
 - "Security Deposit" shall mean a fixed amount deposited by a subscriber while issuing SIM card of Ncell for mobile service operation.
 - "Tariff" shall mean a fee charged on a subscriber by Ncell for the Service and it shall also mean the arrears of the service charge.
 - "Force Majeure Event" shall mean an act of god, public disobedience, every kind of emergencies, any consequence of an act or omission of the government or any competent government agency, arson, thunder, power-cut for continuous 24 hours, explosion, flooding, epidemic, block to transportation, war, etc.
- 2. Date of entry into force of the Agreement:**

This Agreement shall be deemed to enter into force from the date of Issuance of the Mobile Number to the applicant once Ncell approved the application of the applicant, and this Agreement shall remain valid pending the ending of the Service permanently. Further, this Agreement shall be signed by both parties; however, this Agreement shall not be deemed to be void only for failing to sign it; and the terms of this Agreement shall also be applicable to both parties in case where any person has already used the Service without entering into this Agreement for any reasons; and in the case of such subscribers, this agreement shall be deemed to be concluded. In the case of those subscribers in respect of whom this Agreement has not been concluded, Ncell shall through a public notice notify the entry into force of this Agreement with respect to those subscribers, and Ncell shall provide with the copy of the Agreement as requested by the subscribers.
- 3. (A) Obligation of Ncell:**
 - Ncell shall provide the Service to the subscribers as per the terms of this Agreement.
 - Ncell shall apply the rate of the Tariff as approved by the Authority upon publishing a public notice.
 - Ncell may enter into a separate agreement with the subscribers to determine the ceiling of monthly financial facilities to be given to the subscribers, make a loan arrangement, require an advance for the service to be provided to the subscribers or suspend the Service or partially or fully discontinue the Service.
 - Ncell may provide additional telecommunication facilities to the subscribers.
 - Ncell shall have to submit to the Government of Nepal or concerned authority the description of the subscribers pursuant to the Act and laws as and when so requested. No one can make a claim on violation of privacy of the subscribers because of submission of such description.
 - Ncell shall provide SIM card number, PIN and PUK immediately after providing the Service to the subscribers.**(B) Obligations of the subscribers:**
 - The subscribers shall have to comply with the prevailing laws of Nepal while using the Service of Ncell.
 - The subscribers shall have to comply with directives issued by the Government of Nepal, Authority or Ncell while using the service.
 - The subscribers shall have to pay charges for the Service made available to the subscribers and shall not make a claim that such subscribers has not used the network or service during the time of payment.
 - If any dispute arises in respect of bill statement, the subscribers must deposit the amount of the bill statement as a security deposit pending the settlement of such dispute.
 - The subscribers shall not use the Service for any kind of improper, unethical or illegal purpose nor use the Service to bring adverse effect on the objective related to the Service or network operation nor also allow any other person to use the Service.
 - Ncell shall not be responsible for any kind of risk or damage that may be emanated on the account of any illegal, unlawful or unauthorized use of the mobile service.
 - The subscribers must use only those equipment compatible with the Ncell network.
 - The subscribers must pay minimum monthly fee once the subscribers receives the Service even if a subscriber does not use the Service for his/her own reason.
 - Without prior approval of Ncell, a subscriber shall not be entitled to transfer any of its right or interest or obligations to any other person.
 - No subscribers shall be allowed to use Ncell service for any illegitimate purpose or for the purpose of inflicting torture or pain on, irritating or discouraging, anyone.
 - Ncell may recover the amount due and payable by the subscribers at any time and the subscribers shall also be obliged to pay such an amount.
 - As specified by Nepal Telecommunications Authority if subscriber is unable to use the mobile SIM for six months continuously, the Mobile number SIM will be automatically deactivated. Hence, deactivated SIM number for such reason, can be reissued within 180 days by the Company if the subscriber requests for use of same number upon payment of a specified fees. It is informed that, if the subscriber doesn't claim the number within the specified timeframe then it will be understood that Mobile Number SIM has been expired automatically, and the same number can be issued to a new customer.
 - Ncell shall have to submit to the Government of Nepal or concerned authority the description of the subscribers pursuant to the Act and laws as and when so requested. No one can make a claim on violation of privacy of the subscribers because of submission of such description.
- 4. Obligations not to be performed by Ncell**
 - Ncell shall not be held liable for direct or indirect loss or damages in any manner in respect of profit of the business, revenue, goodwill, tentative saving, contract, etc., for the reason of the Service used by the subscribers.
 - Ncell shall not be compelled to enter into an Agreement with following persons:
 - A person who failed to fulfill their financial obligation in relation to the Service.
 - A person who becomes insolvent or against whom a court takes an action on bankruptcy.
 - A person who gives false information with the intention of concealing the fact mentioned in the application form.
 - A person against whom the Government of Nepal or concerned agency instructed not to issue the Service.
 - Ncell shall not be held liable for any consequence of telecommunication service provided by Ncell in the following circumstances:
 - If data is damaged or its correctness affected upon occurrence of force majeure event of Ncell while using the service to exchange the data signal.
 - For any copyright related claim that might emerge while using the service or any claim arisen in regards to the service as result of act or omission of the subscribers.
 - For any loss or damaged caused by a person using the Service other than the subscribers.
 - For losses or inconvenience caused as per the directives or act of the Government of Nepal or the concerned authority. However, if data is damaged or its correctness affected as referred to in clause (a) upon occurrence of error in the network, Ncell shall immediately repair and maintain it.
- 5. Changes of Mobile (SIM card) number and service facilities:**
 - A subscriber shall have to sign and file application with applicable fee as determined by Ncell to change its Mobile Number. The number shall be changed within 7 days after taking necessary actions into it. However;
 - Ncell may reject such application without any reason.
 - If there is an arrear, no action shall be taken on the application filed to change the Mobile Number until and unless such an arrear is cleared.
 - If a subscriber desires to terminate the Service (except the prepaid service), Ncell shall after analyzing the signature in the documents, receipt of the Security Deposit, etc., and after deducting the amount to be paid from the Security Deposit refund only the rest amount of security deposit to the subscriber.
- 6. Roaming and International Telephone service facilities:**
 - Ncell may provide roaming facilities to the subscriber. Ncell may cause a subscriber to furnish additional Security Deposit for the roaming service. Such amount of the Security Deposit shall be determined by Ncell and it may recover the charge of the Service used by the subscriber.
 - While asking for extra Security Deposit with the subscriber for Roaming/I.S.D., bill statement may be sent for payment upon preparing monthly, fortnightly or weekly bill statement at the proportion of the Service to be used. The subscriber shall maintain Security Deposit pending the termination of the Service.
 - Due to the technical reasons, system and software up-gradation, billing failure, connection interruption and force majeure event of Ncell, Roaming/I.S.D. service may be terminated temporarily or permanently. In this regard, the subscriber shall be given information by Ncell through any medium and such information shall be considered to be sufficient.
- 7. Security deposit, bill statement and payment of tariff:**
 - Notwithstanding anything contained anywhere else, Ncell may deduct an amount of tariff to be paid by the subscriber from the Security Deposit or may adjust it. In the case of such deduction or adjustment, the subscriber must immediately deposit in the Security Deposit the amount so deducted or adjusted.
 - Ncell shall have the power to increase or decrease the Security Deposit to be deposited by an existing subscriber at any time upon giving proper information to the subscriber.
 - Regular bill statement shall be prepared each month. If regular bill statement is not feasible to prepare, an interim bill statement containing amount in detail to the paid by the subscriber shall be made available. Temporary or Xerox bill statement shall be issued as and when asked by the subscriber or at the time of emergency. After providing with the regular bill statement, the amount recovered from the subscriber shall be adjusted.
 - The subscriber shall have to pay Tariff within 15 days after receipt of the bill statement. The subscriber may also deposit such Tariff in the bank account prescribed by Ncell in advance prior to the date.
 - The period and date of bill statement of Ncell may be different on case to case basis; however, the similar subscribers shall be treated similarly.
 - Payment may be made only through medium of cheque/demand draft or cash. While making payment through cheque/demand draft, the payment shall not be considered to be effected until such amount has been deposited in the Ncell account. If a subscriber after making request in writing for a Xerox or temporary or detail of bill statement, such detail bill statement shall be made available on payment of the charge. If detail bill statement is asked for a period prior to 45 days or detail bill statement is asked after 15 days of receipt of the bill statement, Ncell shall not be obliged to provide with detail bill statement.
 - If due amount exceeds more than 95% of the Security Deposit, service can be discontinued by giving prior notice; however, in the case of international roaming service, the time for discontinuation of the service may be modified upon giving notice thereof to the subscriber.
 - Notwithstanding anything contained herein, the rate of service charge may be changed, amended or reviewed or the applicable rate may be withheld or withdrawn by giving prior notice after obtaining approval of the Authority where such an approval is required.
- 8. Sell/Transfer**
 - Once the Service is connected, it shall not be transferred without approval of Ncell. The obligation of the subscriber shall not come to an end because of private transfers made without approval of Ncell.
 - The rights and obligations of the subscriber shall not be deemed to be transferred only for the reasons that a person other than the subscriber has made payment.
 - Only after full payment of the amount to be paid by subscriber, transfer shall be effected.
 - Security Deposit furnished by the subscriber shall only be refunded to the subscriber or any authorized person or right holder through the account payee cheque/demand draft. Security Deposit shall not be refunded in cash. Payment of any cheque/draft must have been made within 30 days. If a subscriber dies, the successor as per the law shall be refunded through cheque/draft after evaluating the evidence.
- 9. Complain on Bill Statement or Service**
 - If there is any complain, a subscriber shall notify Ncell in writing.
 - If Ncell SIM card gets lost, robbed, damaged or have been used for unauthorized purpose, the subscriber must authentically notify Ncell.
 - If any dispute arises in relation to bill statement, the dispute shall be settled within 7 days if the disputed bill statement is concerned with Ncell own network and within 45 days if the dispute is to be settled upon obtaining details through other service provider, and information on the final bill shall be given to the subscriber.
- 10. Service Repair and Maintenance**
 - If an issue arises in relation to service, the subscriber shall notify in writing. No action will be taken on the basis of oral complain other than that of the repair.
 - If mobile service is blocked due to the damage in the main mobile switching of Ncell or base station control system except in special circumstances as heavy wind, transportation strike, geographical difficulty, etc., the Service shall be maintained within 72 hours (Three days). If the repair is not done within the prescribed time, discount on Tariff on day to day basis as per the minimum monthly Tariff shall be given during the period of failing to repair.
- 11. Service may be interrupted due to force majeure event (natural disaster)**
 - If service is interrupted due to natural disaster, emergency, consequence of an act or omission of the government or competent government agency, arson, thunder, situation of power-cut for more than continuous 24 hours, explosion, flooding, epidemic, war, force majeure event, and if Ncell fails to perform its duties and obligation under the Agreement, the Agreement shall not be deemed to be breached.
 - If the service to be received by the subscriber is adversely affected or service is interrupted due to force majeure event, discount on Tariff on day to day basis as per the minimum monthly Tariff shall be given to the subscribers. Ncell shall not be obliged to pay other compensation the subscriber suffers.
- 12. Dispute and Settlement**
 - If a subscriber files a complaint or petition in relation to the service in writing, the committee as prescribed will probe into the matters and the dispute shall be settled as per the decision of the probe committee. The subscriber may file a petition to the Authority against the decision as per the Telecommunications Act and Rules. If such a subscriber is not satisfied with the decision. The decision of the Authority shall be acceptable to both Ncell and subscriber.
 - If any dispute arises in connection with the Agreement, such dispute shall be settled as per the laws of Nepal.
- 13. Recognition and Jurisdiction**
 - The recognition, explanation and implementation of the terms of this Agreement shall be as per the laws of Nepal. Any clause that is inconsistent with the prevailing laws shall ipso facto be void.
 - If any clause of this Agreement becomes ineffective or void or is amended, it shall not affect other clauses of this Agreement.
- 14. Termination of the Agreement:**
 - A subscriber may at any time terminate this Agreement by giving information thereof. A subscriber must make a claim on the amount to be paid by him/her and to be refunded to him/her within 7 days of giving information. This Agreement shall not be terminated because of information until the subscriber has cleared the Tariff of detail service of the mobile telecommunication and charges for the service provided. The arrears of the Tariff may be recovered as per the law. It shall be the obligation of the subscriber to clear all of the dues prior to terminating this Agreement on behalf of the subscriber.
 - If a subscriber breaches any of the terms of this Agreement, Ncell may at any time terminate this Agreement by giving notice along with reasons. However, if this Agreement is to be terminated upon occurrence of special circumstances, Ncell shall not be obliged to give reason to the subscriber other than to the concerned authority.
 - A subscriber may terminate the Agreement by giving notice following the procedure as determining for the suspension and cancellation then after Ncell may suspend and cancel the Service.
- 15. Miscellaneous**

If Ncell comes to know that a subscriber offers any direct or indirect gift or consideration to the employee or authorized representative/ distributor/dealer/agent of the Ncell, it may block the Service of such subscriber.
- 16. Address to Notify:**

Any information to be given as per the conditions must be sent to the office of Ncell or to the following address through the registered mail:
Ncell Axiata Limited, Ncell ICON, Lainchaur, Kathmandu, Nepal, Tel: +977 9805554444
Website: www.ncell.com.np

Note: Address and place may be changed from time and again, and such changes shall be notified to the subscribers through a proper channel.

Declaration: We have read and understood the terms of this Agreement. We have hereby pledged through this Agreement that we shall comply with such terms. We have agreed that the terms of this Agreement may be changed from time and again.

On behalf of subscriber

Signature _____
Name _____
Date _____

For the protection of the subscriber, general citizen and civil society, the SIM which the subscriber is going to use him/herself, must be registered in his/her name. If the subscriber used his/her own SIM, it would be helpful to him/her to consume all of the facilities of Ncell.

For example:

- Information on PIN PUK may be received
- SIM may be changed
- Information on call details may be received
- SIM may be inactivate or activate Mobile number may be changed

If the subscriber uses his/her own SIM, s/he may protect his/her identity from being misused. Therefore, register the SIM, which you are going to use yourself, in your own name, be secured and give identity of a conscious citizen.

Website: www.ncell.com.np