

Serial No. WS

CUSTOMER AGREEMENT FORM

(All details to be filled in Capital Letters)

Customer Name (Mr./Ms./M/s.) _____

Father's/Mother's/Husband's Name (Mr./Ms.) _____

DOB (DD/MM/YY) Passport No. of Customer _____ (copy attached)

Present Address: _____ Pin code _____

Permanent Address: _____ Pin code _____

Name of the University Abroad _____

E-mail: _____ Mob. No. _____

Address of Guarantor: _____

Phone no. of Guarantor: _____ Landline No. _____ Mob. No. _____

Paste
Your
Photo

Credit Cards Details:

Credit Card Customer _____ *Valid upto(mm/yy) _____ Amex Visa/Master Diners

Credit Card Guarantor _____ *Valid upto(mm/yy) _____ Amex Visa/Master Diners

Auth. code _____ Amount _____ Preferred Billing Mode E-Bill Paper P: C CC

I, being the Customer or the Guarantor mentioned in this agreement authorize Matrix Cellular (International) Services Pvt. Ltd. to charge/block an amount(s) equivalent to ₹ 5000/- on the credit card provided above as Initial Security either in single transaction or multiple transactions. I, being the Customer/Guarantor also authorize Matrix Cellular (International) Services Pvt. Ltd. to charge/block any amount (s) for any bill generated and/or unbilled amount if it exceeds the initial ₹ 5000/-on the SIM card provided under this agreement. This is my Standing Instruction and in case my credit card is Cancelled/Substituted or not renewed, I undertake to provide alternative credit card to Matrix Cellular (International) Services Pvt. Ltd.

Network _____ Security Deposit: (Cash/Cheque/CC) Amount (₹) _____ Cheque No _____

SIM Card/Handset Details: Challan No _____ Tariff Code _____ Mkt. Promo Code _____ Frequent Flyer/voucher No. _____

Mobile No _____ SIM No. _____

IMEI No. _____ Contract Start Date _____

Terms and conditions

- In the event of loss or misplacement of the SIM card, the customer/guarantor shall immediately inform MCIS either through email to support@matrix.in or through fax at +911126800200. MCIS shall confirm in writing to the customer/guarantor about deactivation of the said SIM card. Till a written confirmation is received by the customer from MCIS the customer/guarantor will be billed on usage.
- The customer/guarantor shall be liable for all payments pertaining to all usage for the said SIM card while the card is in the customers possession.
- The customer/guarantor shall be liable for payments for all calls, rentals or any other usage made till such time the said SIM card is in the possession of the customer.
- An interest of 2% per month will be charged in case of payments not received within 15 days of the presentation of the bill to the customer/guarantors.
- The customer/guarantor indemnifies MCIS against all losses, claims and legal actions which MCIS may incur due to misuse of the SIM card by anyone while the SIM card is in possession of the customer.
- The contract will commence from the contract start date and remain in force as per the terms and conditions in the Student Tariff Enrolment Form. Should the customer/guarantor wish to terminate the contract before the date mentioned in the CAF, then he/she shall be charged an early termination fee, in accordance to the clause mentioned on the Tariff Enrolment Form. The contract stands valid until we receive any intimation from the customer, stating otherwise.
- The customer / guarantor can terminate the contract as per the terms and conditions of the Student Tariff Enrolment Form.
- Premium SMS and E- Wallet is a subscription based service and can only be subscribed to or deactivated by the user. MCIS does not guarantee the charges of premium SMS as the cost varies from service provider to service provider
- The Student Tariff Enrolment Form is a part of the CAF.

Referral Scheme

1. Name:..... Mobile:..... E-mail:..... Passport No.:..... DOB:.....

2. Name:..... Mobile:..... E-mail:..... Passport No.:..... DOB:.....

3. Name:..... Mobile:..... E-mail:..... Passport No.:..... DOB:.....

4. Name:..... Mobile:..... E-mail:..... Passport No.:..... DOB:.....

Disclaimer : This is applicable only on long term student connections.

Place _____ Date (dd/mm/yy) Time (hh/mm) _____ X
Customer's / Guardian Signature

Undertaking by Guarantor: I _____ r/o _____ am fully aware that _____ who is related to me in the capacity as _____, is traveling to _____ and has obtained a SIM Card from MCIS. I have read and understood the terms & conditions stated in the CAF. I hereby undertake the liability to perform the contractual financial obligations of the above individual in case he/she fails to do so. Any breach on the part of the customer or myself will entail MCIS to initiate criminal or civil action against me or the customer.

Place _____ Date (dd/mm/yy) Time (hh/mm) _____ X
Customer's / Guardian Signature

Representative's Name: _____ Hired From _____

Documents Required:

(For Matrix Use Only)

- Students Passport I 20/Students Visa/University Letter
- Proof of address: Ration card/Telephone Bill Electricity Bill/Property Tax Visa Copy
- Proof of identity: Voter Id Card/Passport/Driving License/ PAN Card
- Photocopy of your Credit Card Duly Signed

Remarks (If any) _____

Documents Checked Found ok. F

Representative Signature

Matrix Cellular (International) Services Pvt. Ltd.

Head office : 7, Khullar Farm, Mandi Road, Mehrauli, New Delhi -110 030, Tel. No.: +91 (11) 26800000 Fax No.: +91 (11) 26800200

24 Hrs. Helpline # +915322232222 E mail: support@matrix.in, Website : www.matrix.in

Terms and Conditions

Commencement

- a) Agreement commences upon Matrix Cellular (International) Services Pvt. Ltd. (herein after referred to as Matrix) activating the SIM card continues subject to other terms and operates concurrently with Matrix Agreement to provide services. Matrix reserves the right to reject any application. For any reason any monies paid by the customer shall not create any right in favor of the customer. In addition, Matrix reserves the right to seek/verify financial and other information from Customers/Bankers/Credit providers and such other sources and reserves the right to reject subscription even after activation for any reason without any liability.
- b) Customer represents that he has been fully informed about the cellular mobile telephone services provided by Matrix, its specifications, requirements, limitations etc. and has only thereupon signed this Agreement.
- c) Agreement commencement date shall be the date of issue of sim card and the agreement remain enforceable till the SIM Card/s is returned to Matrix.

Services

- a) The customer shall be provided a SIM card, and a personalized country specific telephone number (which number can be changed by Matrix at anytime) to enable Customer to use Matrix Services, upon acceptance, only while traveling overseas. Customer shall not use the SIM card/s in India as per government regulations, any non-compliance in this regard, Matrix shall not be held liable.
- b) The SIM card and personalized telephone number is and shall be the sole property of Matrix and shall be returned by Customer(s) upon termination or deactivation or temporary suspension of services for any reason whatsoever.
- c) Customer may transfer the SIM card/s/ Personalized Telephone Number with written consent of Matrix and only after discharging all his liabilities forwards Matrix before such transfer and on such terms as Matrix may specify Matrix Reserves the right to disconnect the customer SIM Card Services and terminate the agreement; in the event of unauthorized transfer without notice and without any liability.
- d) Customer shall not use or allow to use the service for any unauthorized unlawful, indecent, immoral, criminal activity, improper or abusive purpose or for sending indecent, abusive, threatening, harassing calls and/ or messages including sending or receiving of any such SMS and MMS and/or affecting/infringing National interest, applicable laws, create any damage or risk to Matrix or it's Network, under any circumstances whatsoever. Any such misuse shall under no circumstances be attributed to Matrix and the customer shall be solely responsible for any of the above stated acts, illegal, or abusive purposes, or for sending obscene, indecent, threatening, harassing, unsolicited messages or messages affecting/infringing National interest nor create any damage to risk to Matrix or it's Network and/or other Customers. Occurrence of any such event shall entitle Matrix to deactivate the SIM card.
- e) In case of loss/misplacement of the SIM card(s) with or without the mobile equipment(s) Customer shall immediately intimate Matrix in writing via Registered Mail/UPC or E-mail at support@matrix.in. Matrix shall thereafter within reasonable time deactivate the SIM card. Customer shall continue to be liable for usage charges incurred on the SIM card/s, until it is so deactivated and would also be liable to pay ₹ 750/- (Seven Hundred and Fifty Rupees) per SIM card lost/misplaced (as cost of SIM/s). In case of loss/misplacement of the Mobile Handset and Data Card, customer is liable to pay an amount of USD 100.
- f) Service Quality, functionality and /or reliability may be affected or Matrix is entitled to without any liability refuse, limit, suspend, vary, disconnect and /or interrupt the service, in whole or in part at any time at its sole discretion with respect to one/all Customer(s), without any notice, or any reason and/or due to various factors including but not limited to Government Regulations, Orders, Directions, Notifications, etc including changes thereto. Transmissions limitations/problems caused by topographical, geographical, atmospheric, hydrological, environmental conditions, and /or mechanical conditions and/or such other factors/features/conditions, System(s) changes or capacity limitations, for reasons of up gradations, variations, installations, relocations, repairs, operations and /or maintenance of systems/equipments/ services. To combat potential fraud, sabotage, willful destruction, etc. for any legitimate business purposes Force Majeure circumstances, act of God, incompatibility with equipments including handsets etc. Any delay of non payment of any dues, incurring charges in excess of any deposits/credit limits, non deposit of any increased deposits/ advances(s) or if it appears that usage was exceeding limits/levels expected by Matrix for the type of accounts/customer. If service is used in any manner which violates any laws etc. or adversely affects or interferes Matrix Services in any manner. Any discrepancy/wrong particulars provided by the customer, Interconnection between Service Providers; DoT/MTNL/BSNL/T2K affects/problems. Breach of any term of this Agreement on the part of the Customer
- g) Privacy of communication is not guaranteed and is subject to Government Regulations and such other factors varying from country to country.
- h) Matrix does not provide any guarantee/warranty with respect to handsets if sold by Matrix to the Customer.
- i) For change /addition/deletion of any features /supplementary services /scheme/plan, customer shall provide the details in writing and be bound by the additional terms thereof. Any change or withdrawal from any supplementary services etc shall not entitle the Customer to any refunds or adjustments of the monies already paid or to be billed under the additional terms.
- j) Matrix is entitled to change, vary, add, withdraw any services, supplementary services/scheme/plans etc and /vary the charges/prices relating thereto including mobile equipment(s), accessories, etc. at anytime in its sole discretion, which shall be binding on the customer. Provision of Supplementary services etc. shall be at an extra charge and on such other/additional terms as are specified from time to time.
- k) The customer has understood that different services/schemes/plans chosen by the customer, shall bear different prices /charges/fees and the Terms and Conditions applicable thereto may also be different. The Customer has understood that the SIM Card has to be used in the country specified; any usage outside the specified country, roaming rate shall be applicable as per the network services utilized.

3. Bills and Payment

- a) Bills shall include the airtime charges, access charges, monthly rentals, service tax charges for other services including Supplementary Services and other applicable interest, penalties, fees, charges etc. The respective charges may be added, deleted and or varied by Matrix at its sole discretion from time to time without any notice
 - b) Bill/s shall be paid by Customer on or before due date including if they exceed any credit limits. Customer shall also pay such deposit/advance amounts as Matrix may determine from time to time. No monies paid by a customer to Matrix shall bear any interest. Payment in time is the essence of this Agreement.
 - c) Bill/s are raised on a Monthly basis and are dispatched within five working days of the expiry of the billing cycle. If bills are not received within ten days of the end of the billing cycle, customer shall immediately intimate Matrix and collect the duplicate bill and pay the same on or before due date. If no such intimation is received it shall be presumed that the bill(s) have been duly received by the customer. Any delay in payment shall carry an interest 2% per month computed on full month's delay. Matrix reserves the right to change the timing referred to herein and subject to systems, the billing cycle of any/all customer at anytime in its sole discretion and intimate customer accordingly.
 - d) In case, any charges are disputed, Customer shall intimate Matrix in writing via Registered Mail/UPC/ courier within seven working days of having received the bill. In case of non receipt of such information, it shall be presumed that the charges have been fully accepted. Disputes shall be settled amicably. Pending settlement Customer shall pay the whole amount of the bill including the disputed charges on or before the due date.
 - e) Any/II delay in payment of any bill/dues (II) non payment of any disputed charges pending settlements, (III) dishonor of cheque(s), (IV) dishonor of standing instruction on Credit card may result in deactivation or IMEI blocking, which shall be at the sole discretion of Matrix without any liability. Reactivation shall be the sole discretion, subject to satisfaction of Matrix, and on such other/further terms and conditions as Matrix may specify.
 - f) Matrix reserves the right to forfeit/adjust interest fee deposit/ amounts/advances/fees etc. against any delayed non payment of any bill or any amount thereof. Customer shall continue to be liable for the balance payments if any.
 - g) Matrix reserves the right to increase the amount of deposits/ advances at any point in its sole discretion with respect to any/all Customers which shall carry no interest.
 - h) Matrix is authorized to charge my Credit Card in single/multiple authorizations/transactions up to the max limit of my full & final bill
 - i) Matrix reserves the right to apply payments as it deems appropriate
 - j) Any increase in taxes and or levy of new taxes, levies, duties etc. shall be borne by/paid by the Customer. Any such increase shall be reflected in the monthly bill.
 - k) If customer fails to make any payment, Matrix among other things/remedies, is authorized to demand immediate payment thereof from any Credit Provider/Bank Account of Customer
4. The statements or descriptions of or related to the Service or Mobile equipments by Matrix(s) employees or agents etc. are informational only and are not made or given as a warranty of any kind. No Matrix employee or agent is authorized to make any warranty on behalf of Matrix. Matrix shall not be held liable for any warranty given by any employee of Matrix unless authorized to do so by Matrix.
 5. Matrix makes no express or implied warranties whatsoever regarding the service, etc and shall not be liable to the Customer and/or any other person, firm, or body corporate claiming, on behalf of, under or in trust of the Customer. And the Customer hereby waives and agree to continue waiving any /all claims actions for any loss, delays, cost, expenses, fees, judgments, damages, direct, incidental, consequential damages arising related to this Agreement. Further, Customer remains solely responsible for its own negligence, acts or omissions.
 6. Written Notice will be considered effectively given to Customer when sent by Registered Mail/UPC/Courier addressed to Customer at his last known address according to Matrix Records.
 7. Only Matrix may amend any part of this Agreement, at anytime by giving Customer prior written notice Customer(s) use of service or payment of any bill after Matrix has sent out such copy will constitute Customer(s) agreements to all amendments.
 8. Matrix may, without notice, assign /delegate all or part of its obligations, rights, and/or duties under this Agreement, assignment releases Matrix from all its liabilities.
 9. The Agreement binds the Customer and whenever and whichever applicable his heirs, executors, administrators, successors, and (permitted) assigns and benefits Matrix and its successors and assigns.
 10. Regardless of anything in this Agreement, Matrix's contractual rights and remedies, as well as those available at law or equity, are independent and cumulative. The failure of any part hereto at any time to require performance by the other party of any obligation/ provision of this agreement shall not affect the right of such party to require performance of that obligation/provision, or any waiver by any party of any breach of any obligation/provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions, or waiver of the provision itself or a waiver of any right(s) hereunder.
 11. If any part of the Agreement is held invalid the remaining provisions will remain unaffected and enforceable, except to the extent Matrix's right or obligations under the Agreement are materially impaired.
 12. Customer shall comply with all applicable laws, bye-laws, rules, regulations, court orders, directions and regulatory decisions passed by the Government, a Court/ a Tribunal/ the TRAI. Customer shall fully cooperate with Matrix in providing information sought by any Government agency/ Authority as and when required.
 13. The Customer shall comply with all directions / instructions etc. issued by Matrix relating to the Network, the Services and any/all matters connected there with and provides Matrix and all other and further information and cooperation as Matrix may require from time to time.
 14. This represents the entire Agreement between Customer and Matrix, as may be modified by Matrix from time to time.
 15. All counterpart copies, facsimile and reproductions of this Agreement (and Customer's Signature) in Matrix possession shall be considered the same as the original and shall be fully Enforceable by Matrix.
 16. In cases of joint Customers, their liabilities under this Agreement shall be joint and several.
 17. The information provided overleaf shall be part and parcel of this Agreement.
 18. Customer shall provide such other and further documentary and other information as Matrix may desire from time to time.
 19. Customer shall be liable to pay to Matrix all legal and such other expenses as may be incurred by Matrix owing to breach of any/all terms of this Agreement by the Customer.
 20. The word He or it shall refer to He, She, It etc. in singular or plural as the context may require and shall include a company.
 21. Matrix reserves the right to disconnect and terminate this Agreement without Notice in the event of breach of any/terms of this Agreement by the Customer. As also, if any information provided by Customer is found to be incorrect at any stage, without Notice and without any liability.
 22. This Agreement shall be subject to jurisdiction of courts at Delhi only.
 23. On certain Networks while Roaming; you will be charged for every voice message deposited in your voice Mail box. Customer will be liable to pay the charges wherever applicable.
 24. Customer can terminate the agreement by sending the request in writing but shall be liable for all the call charges incurred, monthly rental, early termination fee (as applicable) while the SIM card is not returned to Matrix.
 25. Premium SMS is a subscription-based service & can only be activated or deactivated by the user of the SIM card. Matrix cannot guarantee the premium SMS charges as the cost vary from provider to provider & service to service. The deactivation process is generally mentioned in the subscription confirmation message received by the SIM card user.

Consumer Declaration:

I/We agree to pay security deposit, all charges associated with the International SIM Card issued to me/us from Matrix Cellular (International) Services Pvt Ltd. I/We have read and understood the Terms & Conditions provided overleaf. Tariff selected and applicable rates, which forms a part of this agreement and I/We agree to abide by the same. I declare that the information provided by me is true and correct in all respect..