

**Plintron India Private Limited  
Consumers Charter  
(Mobile Pre-Paid Mobile and M2M IOT Services)**

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## **Preamble**

The Telecom Consumers Charter, hereafter referred to as, “the Charter”, is published in compliance with TRAI’s clause 17 of The Telecom Consumers Complaint Redressal Regulation, 2012. The Charter is for informing the Customer of his/her rights and obligations of Plintron towards the Customer under various regulations, the quality of standards prescribed by the Authority and modes of redressal of grievances by the Customer.

## **Name and address**

### **Plintron India Private Limited**

#### **Head office:**

ESpee IT Park, 3<sup>rd</sup> Floor, No.5. Jawaharlal Nehru Road, Ekkaduthangal, Chennai-600032

[www.plintron.com](http://www.plintron.com)

## **Services offered**

Pre-paid Mobile, VOIP (Internet Telephony) and M2M/IOT services under UL (VNO) License granted by Department of Telecommunications Govt. of India.

## **Details of Geographic areas where such services are available**

We cover whole of India across all 22 Telecom Service Areas, namely,

|                    |                     |                                 |
|--------------------|---------------------|---------------------------------|
| • Andhra Pradesh   | • Jammu and Kashmir | • North East                    |
| • Assam            | • Karnataka         | • Orissa                        |
| • Bihar            | • Kerala            | • Punjab                        |
| • Delhi            | • Kolkata           | • Rajasthan                     |
| • Gujarat          | • Madhya Pradesh    | • Tamil Nadu<br>(incl. Chennai) |
| • Haryana          | • Maharashtra & Goa | • UP East                       |
| • Himachal Pradesh | • Mumbai            | • UP West                       |
| • West Bengal      |                     |                                 |

## Terms and conditions of service offered by Plintron

### Terms & Conditions for providing Prepaid Mobile/ M2M /IOT Services:

- The terms and conditions mentioned herein shall form a part of the Plintron & its Brand Name Prepaid Enrollment form (CAF) signed by the customer as prescribed by Dept. of Telecommunications and shall be binding on him/her.
  - **“Plintron India Private Limited”** or **“Plintron”** means a company incorporated under the Company Act, 1956 with its registered office at Espee IT Park, 3<sup>rd</sup> Floor, and No.5. Jawaharlal Nehru Road, Ekkaduthangal, Chennai-600032 Tamilnadu, India, and its (respective circle office addresses).
  - **“Customer”** means a person/company/firm or any other association of persons who has subscribed for services under CAF. The CAF binds the customer and wherever applicable its/his/her, executors, administrators, successors and permitted assigns and benefits Plintron India Private Limited and its successors and assigns.
  - **“Equipment”** means GSM compatible mobile telephone equipment. The equipment shall be of a type/model certified and approved in terms of applicable Indian Standards (Telecom Engineering Centre or Government of India Standards.)
  - **“Services”** means the services, which enable the customer when using the equipment to have two-way communications over the network and included other value added/supplementary services offered by Plintron India private Limited and opted by the Customer.
  - **“Network”** means the Bharat Sanchar Nigam Limited (BSNL) NSO (Plintron India private limited) Cellular Mobile Telephone Network as operational from time to time in the telecom circle of .....(Respective circle area).
  - **“Tariff”** means the tariff schedule and shall include, but not limited to, airtime, processing fee, usage charges and other related fees, and service charges and related conditions as notified and published by Plintron India Private Limited from time to time for providing services and value added/supplementary services, wherever applicable.
  - **Subscriber Identification Module** (hereinafter referred to as ‘SIM’) means the non-transferable activation device being a card or microchip programmed with data, which is utilized by Plintron India Private Limited to enable the customer gain access to the network of Bharat Sanchar Nigam Limited. SIM shall, at all times, remain the property of Plintron India Private Limited.
  - **“Service Area”** shall mean the Telecom Circle of ... (*respective circle area*). where the services are provided by Plintron India Private Limited.
- The customer will be required to fill in the CAF besides furnishing other particulars, as required by Plintron India Limited to become eligible for subscribing to services rendered by Plintron India private Limited. In the event of any default, on the part of customer as stated above, Plintron India Private Limited shall be well within its right to refuse the connection of the said customer and any monies paid shall neither be credited nor refunded under any circumstances.
- The period of subscription shall commence upon activation of the services and shall be subject to address verification and all applicable laws, rules, regulations, notifications, orders and directions of the Government of India, regulatory authorities/courts/ tribunals and other terms and conditions of this CAF and shall run in concurrence with license agreement.

- 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.
- 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 Plintron for record purposes.
- The customer must pay to **Plintron** all charges for the services including applicable charges for the value added/supplementary services and other payable charges or levies as published and notified by **Plintron**. It is specifically clarified that; in case of Short Messaging Service (SMS) the customer shall be liable for the payment of applicable charge as soon as the message leaves Plintron India Private Limited's (SMS) Centre.
- **Plintron** reserves the right to verify, at any time during the subsistence of the service, any particulars furnished by the Customer and services provided shall, at all times, be subject to such verification.
- The grant of connection and subscription to the services is at the sole discretion of **Plintron** reserves the right to reject any application, for any reason and/or without any liability, whatsoever. The information provided by the customer and/or gathered by Plintron India Private Limited shall become **Plintron's** property even if the application is rejected.
- **Plintron** will allocate a mobile number at its sole discretion and connect the SIM to the network and will use all reasonable endeavors to maintain the connection and provide services to the customer.
- The **Plintron** Prepaid recharge cards shall be available separately in various denomination(s) on the terms and conditions as may be specified by **Plintron** from time to time. **Plintron** reserves the right to refuse the charging of any card at its sole discretion.
- Air time charges will be as per the prevailing tariff plan applicable for the Plintron Prepaid Card at the time of usage of the card. **Plintron** reserves the right to change the tariff plan applicable on the **Plintron** Prepaid Card at any time at its sole discretion with or without notice, subject to TRAI regulations.
- Service to this SIM card will be discontinued if there is no usage, i.e., no voice calls, outgoing SMS and data usage for a continuous period of 90 days. No refunds will be given for any unused talk time balance and validity on the card. Customer will not be able to use this number post disconnection.
- The **Plintron** Prepaid recharge coupon/balance is non-refundable for cash or non-transferable under any circumstances.
- The customer hereby understands and accepts that any change in tariff or related terms and conditions, schemes etc., communicated inter alia through website, App, SMS or USSD etc., shall be considered valid and proper.

- The mobile connection will be deactivated if there is no voice/ video call (outgoing or incoming) or an outgoing SMS or a data session (upload or download) or usage of Value Added Services, for a continuous period of 90 days and in case the main account balance is less than Rs. 20/-, at the discretion of **Plintron**. Upon deactivation, all account balances will be forfeited and a grace period of 15 days will be provided within which the subscriber can retain the deactivated number by paying a fee of Rs. 20/-. If the subscriber main account balance is Rs. 20/- or more, a number retention charge of Rs. 20/- for every 30 days will be automatically deducted and the non-usage period will be extended by 30 days.
- The **Plintron** prepaid Card has an independent tariff plan and has no bearing with on or the tariff plan of any other subscription/scheme/packages of **Plintron**.
- **Plintron** may, in its discretion, introduce and charge monthly service charges for the services being provided to **Plintron** Prepaid Card any time at its sole discretion, with prior notice, subject to TRAI regulations and charge the same from the balance amount in customer's account.
- As per the GSM technical standards, a single short message (SMS) shall contain up to a maximum of 160 characters of user data which can comprise of words, numbers or an alphanumeric combination. Any SMS containing more than 160 characters or in multiples thereof, would be delivered as a separate SMS and will be charged accordingly as a separate message as per the tariff applicable.
- The Plintron Prepaid Card comes with pre-activated roaming facility which shall be charged as may be decided by **Plintron** from time to time subject to TRAI regulations, if any.
- In line with TRAI's regulations, customer who have not availed any data pack, would be provided data facility only after giving explicit consent on toll-free no. 1925 through SMS & IVR. For starting data services, customers have to send an SMS 'Start' to 1925. An existing customer can de-activate the data services by sending SMS, 'Stop' to 1925.
- **Plintron's** Prepaid Card is valid depending upon the value of the recharge coupon loaded on the SIM. **Plintron** reserves the right to change the validity of its recharge cards of various denominations lying unsold in the market at any time at its sole discretion without any prior notice, subject to TRAI regulations.
- **Plintron** reserves the right to change or alter at any point of time inter alia the composition of recharge coupon its validity period, grace period, period to carry forward of unused balance amount in customer's account in accordance with applicable TRAI regulations.
- In case of expiry/deactivation, the cellular number may be allotted to another customer at the discretion of **Plintron** in accordance with applicable TRAI regulations and DoT's instructions. In no event shall the customer have any lien or right over the cellular number or associated SIM card.

- The actual credit/calling value as per Plintron India Private Limited's record shall be played on the interactive voice response (IVR) system of **Plintron** which shall be treated as final and binding on the customer. Thus deactivation, cancellation, etc., shall be carried out on the basis of the credit as played on the said IVR system of **Plintron**.
- The customer must ensure the safe custody of the card, original receipt, and any important documents as the same might be required from time to time under different circumstances including interface with **Plintron**.
- In case of lost/misplaced/stolen SIM card, the entire liability of the lost/misplaced/stolen SIM card will be borne by the customer. Further, it is the customer's responsibility that he informs **Plintron** of the lost/misplaced/stolen SIM card immediately. In the event that the SIM card has to be replaced for whatsoever reason, the same shall be done by Plintron on such charges as are fixed by **Plintron** from time to time and only after submission of complaint/FIR along with all other relevant documents specified by **Plintron** in this regard from time to time.
- Upon receipt of request, the information relating to the itemized usage charges showing actual service usage details in terms of all call data records including value added services, premium rate services and roaming charges, and their monetary value will be provided to the customer at a reasonable cost in accordance with the TRAI's Regulation.
- The mobile number is and shall always remain in the sole and exclusive domain of **Plintron**. The subscriber shall have no claim on the same, at any point of time, for any reason whatsoever. The subscriber acknowledges that he/she has no interest in the SIM card and therefore is not entitled to transfer/assign/lease the SIM card(s)/mobile phone numbers to any other person under any circumstances. The ownership and effective control over the SIM always remain with **Plintron**.
- In the event of consumer roaming out of home network, he/she shall ensure that the equipment which he/she is using is compatible to the frequency of the visiting network. Under no circumstances shall **Plintron** be responsible or liable in any way for non-provision of roaming services for any reason whatsoever.
- **Plintron** makes all reasonable commercial efforts to have the widest possible network coverage area possible, however, non-availability of network resources in any area/ during any time shall not constitute grounds for a valid claim against **Plintron**. Customers are requested to check availability of network coverage prior to any proposed dependence on the same.
- Not all the value added/supplementary services available with **Plintron** can be made available on this connection. The customer shall while be subscribing to the service make inquiries as to the value added/supplementary services available with **Plintron** Prepaid Card. Value added/supplementary services are chargeable only after intimation to the customer and obtaining his/her explicit content for subscribing/availing the said service. Each value-added service/supplementary service is to be separately applied for.
- The customer shall not use the service for any improper, immoral, unlawful or abusive purpose, or for sending obscene, indecent, threatening, harassing, un-solicited commercial communication or messages affecting/infringing upon national or social interest, nor create any damage or risk to **Plintron** or its network or customers or any other person natural or legal whomsoever. Any such infringement or misuse shall under no circumstances be attributed to **Plintron** and the customer shall be solely responsible for all such acts. The

customer hereby agrees to indemnify and hold harmless **Plintron** and its officials/agents from all suits, costs, damages or claim of any kind arising out of any act or permission or misuse of the service by the customer or any other person with or without consent of the customer.

- The customer hereby agrees to indemnify and hold **Plintron** harmless against any claim against **Plintron** libel or slander arising out of communications sent or received by customer on Plintron India Private Limited network. The customer shall also indemnify Plintron India Private Ltd. for any claim against **Plintron** out of any infringement or violation of copyright by the customer or by anyone else using the mobile connection of the customer.
- **Plintron** shall not be responsible for any civil or criminal liability incurred by the customer due to misuse of the service provided by **Plintron**. i.e., any act of commission or omission by the customer.
- **Plintron** shall not be liable for any act of commission or omission of any third party/supplier/manufacturer including any agency/company offering any privilege or benefits to customers without any specific permission or authority of **Plintron**.
- **Plintron** reserves the right to temporarily/ permanently make any or all network resources unavailable due to technical reasons, for upgrade of network, for repair of network or for reasons of commercial unavailability and customer shall have no claim against **Plintron** with respect to the same.
- **Plintron** reserves the right to terminate the subscription of any customer who is not competent to enter into any contract under the Indian Contract Act, 1872.
- Any increase/addition/introduction of taxes and or levy of any taxes, duties or any other statutory charges etc. (present/future) shall be charged to the customer's account without any notice to him and shall at all times be deemed to be part of tariff.
- Service quality, functionality, availability and/or reliability may be affected, and/or/Plintron India **Private** 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 Plintron India Private Limited, including, but not limited to the following:
  - Governments, TRAI's rules, regulations, orders, directions, notifications etc., including changes there to prohibiting and/or suspending the rendering of such Service.
  - Transmission limitation caused by topographical, geographical, atmospheric, hydrological and or mechanical conditions.
  - During technical failure, modification, up-gradation or variation, re-location, repair and/or maintenance of the systems/equipment's.
  - To combat potential fraud, sabotage, willful destruction, etc.
  - If service is used in any manner, which violates any law etc. or adversely affects or interferes in any manner, the rendering of service by **Plintron**.



- Any other reason, which is found to be reasonable by **Plintron** warranting suspension/disconnection.
  - Force majeure circumstances (i.e., Acts of God.)
- To assist **Plintron** in maintaining the Quality of Service, the customer shall comply with all applicable legislations and regulations. The customer shall also comply with all instructions issued by Plintron India Private Limited from time to time, which relate to the network, the services or matters connected there to and provide Plintron India Private Limited with all information and cooperation that **Plintron** may reasonably require from time to time.
  - Privacy of communication is subject to Government regulations, the terms of the License Agreement of **Plintron** and other statutory and regulatory orders. **Plintron** may be required to disclose any information or particulars pertaining to the customer to any Authority, statutory or otherwise, including but not limited to any security agencies and reserves the right to comply with the directions of such authorities at its discretion and without intimating the customer. Plintron India private Limited reserves the right to share private information of the Customer with any third parties as may be necessary to ensure provision of services.
  - It shall be the sole responsibility of the customer to ensure that the mobile handset is compatible to the frequency allocated to **Plintron** for providing the services in the home network. It is advised that the customer should have a dual-band handset.
  - Foreign National users will be given service period of maximum 90 days or VISA expiry, whichever is earlier.
  - If an individual customer has a total number of nine (09) connections under his/ her name, irrespective of the service provider, then the customer shall not be granted an additional connection. In the event it is found that an individual has more than nine connections across operators and which remained undeclared, **Plintron** reserves the right to disconnect (with immediate effect) such additional connections, if any without prior notice to comply with regulatory guidelines/DoT directives and keep the overall connections equal to 9.
  - The customer agrees that all the information provided in the **Plintron** Prepaid Enrollment form is true and correct and the customer is solely responsible and liable if the same is found incorrect. **Plintron** reserves the right to cancel the connection and withdraw the service if the information is found to be incorrect at any point of time and the balance amount on the card will not be refunded. The customer also agrees to provide further information as and when demanded by **Plintron** and to comply with all directions, guidelines, instructions etc., issued by **Plintron** relating to the network, service and any/all matters, connected to the services of **Plintron**.
  - The customer must quote his PAN/GIR No. may be quoted till such time the PAN is allotted to him. If the customer has not been allotted a PAN or does not have GIR No., the customer will make a declaration in Form 60. In case the customer has agricultural income and does not have any other taxable income, he will make a declaration in Form 61. Non-residents should alternately furnish a copy of passport. If this information is not furnished, Plintron India Private Limited reserves the right to disconnect the customer, without any prior notice. No

refunds shall be made for any outstanding balance under such circumstances.

- **Plintron** shall have the right to transfer or assign and/or delegate all/any part(s) of its obligations, right and/or duties under this CAF to any party. Such transfer/assignment shall release Plintron India Private Limited from all liabilities under this CAF.
- The CAF binds the customers, its hires, executors, administrator, successors and permitted assign to the terms & conditions of this CAF.
- Plintron India Private Limited may at its sole discretion vary, alter or amend any term(s) and conditions forming part of business operations. Plintron India Private Limited shall also have the right to amend this CAF if this is necessary for interest of business operations. Plintron India Private Limited shall also have the right to amend this CAF if this is necessary for the proper provisioning and conduct of the services or in public interest or is mandated by any change in the applicable law or regulation or consequent to change in the terms of the License Agreement granted to Plintron India Private Limited.
- If any part of this CAF is held invalid, the remaining provision will remain unaffected and enforceable, except to the extent that Plintron India Private Limited's rights/obligations under the CAF are materially impaired. Customer represents that he/she has been fully informed about the service provided by Plintron India Private Limited, its specification, requirements, limitations etc., and only thereupon signed the CAF which is the complete understanding between the parties hereto and it supersedes all understanding prior to this CAF whether oral or written.
- Plintron India Private Limited's contractual right and remedies, as well as these available at law or equity are independent and cumulative.
- Both parties have understood the terms and conditions mentioned herein and the same have been explained to the Customer in a vernacular language as well. Parties agree that this CAF along with these terms and conditions shall constitute a legally binding relationship between the parties.
- In case the customer is company/firm or any subscription it taken in the name of the company/firm, the CAF shall be duly signed and sealed by its constituted and authorized signatory. Company/firm shall intimate **Plintron** in writing immediately in case of any change in the constituted and authorized signatory.
- The validity, construction and performance of this CAF shall be governed by and interpreted in accordance with the laws of Republic of India. Only the Courts at (*please refer your respective service area CAF for this*) shall have exclusive jurisdiction in respect of the subject matter of the CAF.
- No free or discounted voice call/ SMS will be available to existing/ new customers who subscribed to or have subscribed to voice or SMS packs/ promotional offers on the customary/ festival days (Blackout days). On these days, normal SMS rates of Re.1 for Local SMS, Rs.1.5 for National and Rs 5 for International SMS and voice call rate of customer tariff plan will apply between 00.00hrs to

24.00hrs. For complete details please visit your nearest or refer our website [www.plintron.in](http://www.plintron.in) or call 121.

- As per TRAI regulation, customer can send a maximum of 100 SMSs per day at discounted rate. Thereafter, customer should pay at-least 50 paisa for each SMS beyond 100<sup>th</sup> SMS in a day.
- If customer's number is reported/found to be used for unsolicited promotional activities, all numbers for same name & address shall be disconnected in accordance with applicable TRAI regulations. The name & address shall be blacklisted for next 2 years & subscription denied. The number will be recycled as per the Recycle Policy but the customer shall be denied subscription as per the prevailing guidelines at that point of time. Customers should be registered for telemarketing and use designated telemarketing series numbers/SMS resources for promotional calls/SMS.
- TRAI has issued the Telecom Commercial Communication Customer Preference Regulations ("**TCCCP Regulations**"). Customers are required to comply with new framework on distributed ledger technology ("**DLT**") introduced by TRAI.
- National Customer Preference Register (Do-Not-Disturb Registry)
  - Registration or changing preference in the Do-not-Disturb Registry can be done via our website [www.plintron.in/dnd](http://www.plintron.in/dnd) or via the 1909 IVR (toll free) or by sending an SMS "Start <option>" for preference based SMS-only communication, or SMS "Start 0" for fully blocking, to 1909. The preference options are 1 for Banking/Insurance/Financial products/Credit Cards, 2 for Real Estate, 3 for Education, 4 for Health, 5 for Consumer goods & automobiles, 6 for communication/Broadcasting/Entertainment/IT and 7 for Tourism & Leisure. The customers may also send a request by way of an email to [1909@plintron.in](mailto:1909@plintron.in) from their registered email address.
  - Post registration of preference(s), confirmatory SMS shall be sent to the customer along with unique registration number.
  - To de-register from the Do-Not-Disturb Registry, kindly Call 1909 IVR (toll free) or send SMS " Stop <option> for deregistering from subscribed preference(s), or "Stop 0" for complete deregistration from the Do-Not-Disturb Registry, to 1909(toll free). The customers may also send a request by way of an email to [1909@plintron.in](mailto:1909@plintron.in) from their registered email address.
  - Registration/preference change/deregistration in the TRAI's Do-Not-Disturb Registry shall be effective within 7 days from the date of submission of registration/preference change/deregistration request with Plintron.
- For registering DND complaints, DND-subscribers may use the following channels:
  - DND complaints form available at <http://www.Plintron.in>
  - Email to 1909@ plintron.in with date of call/SMS, telemarketer number and brief context of the call/SMS.
  - SMS <Brief description of the promotion>, telemarketer number/Sender ID and date, to 1909.
  - Call 1909 (toll free) and speak to a Customer Care Executive.

- Mobile Number Portability (MNP) to begin with MNP, customer needs to generate UPC (Unique Porting Code) by sending SMS to 1900. UPC is an alphanumeric code allocated, upon request, by a mobile operator to its subscriber for the purpose of facilitation of porting of his/her mobile number to another operator. SMS to be sent: PORT <your Mobile Number> to 1900. Operator SMS charges will be applicable. TRAI issued Telecommunication Mobile Number Portability (Seventh Amendment) Regulations, 2018 (“MNP Seventh Amendment Regulations”). The salient points of the MNP Seventh Amendment Regulations are as below:
  - All the cases except corporate porting cases; the generation & delivery of Unique Porting Code (UPC) has been provisioned to establish a query response mechanism to enable the Mobile Number Portability Service Provider (MNPSP) to query the database of the Donor Operator on real time basis to obtain the response for the queries. Based on the result of queries made by MNPSP and fulfilment of other prescribed conditions, the allocation and delivery of UPC shall be ensured by MNPSP.
  - Every Access Provider shall set up, in its mobile network, a mechanism for the purpose of receiving SMS from its subscribers requesting for a UPC and forwarding the same to the Mobile Number Portability zone to which the mobile number belongs.
  - The porting timeline of two working days has been provisioned for the requests of Intra-Licensed Service Area (Intra-LSA) numbers except the requests made under corporate category and the timelines of four working days has been provisioned for all the porting requests of Inter-Licensed Service Area (Inter-LSA) numbers and there is no change in the porting timelines for corporate category.
  - The validity of UPC has been kept four days in place of 15 days earlier for all LSAs except for the LSAs of Jammu & Kashmir, Assam and North East for which the validity of UPC remains unchanged.

- A.Consumer Mobile Prepaid Tariff Plans
- B.VOIP(Internet Telephony) Tariffs
- C.M2M/IOT Services Tariffs.

## 1. Customer's Obligation

- If the SIM/CPE is lost or stolen, the Customer shall forthwith inform **Plintron**. This notification shall authorize **Plintron** to suspend all or any part of the Services and/or disconnect the Services. Plintron reserves the right to charge the customer for all losses, damages and costs accrued to be or incurred by **Plintron** for any unauthorized use and replacement of the SIM.
- Customer shall not use the Services for any unlawful, immoral or abusive purposes in violation or derogation of any law/rule or regulation or statutory directive or order for the time being in force or against any public policy or for sending/receiving obscene, threatening, harassing message/communications or sending messages or communications that affect national interest, or create any damage or risk to Plintron or its Network/equipment's/call center and/or other Customer(s). Any violation or misuse by Customer shall under no circumstances be attributed to Plintron and the Customer shall be solely responsible for all such acts or omissions.
- Customer shall intimate Plintron about change in address, if any, in writing along with such proof, as may be deemed necessary by Plintron.
- Customer shall not use the Services as an 'OSP' (Other Service Provider) or for the purposes of telemarketing directly or indirectly, without submitting to Plintron the required approvals/registration from relevant authorities.

## 2. Confidentiality

Privacy of communication is subject to the terms of the License Agreement of **Plintron** with DoT and other statutory and regulatory notifications/directives etc. The Customer specifically agrees that in order to facilitate **Plintron** to provide Services, Plintron may be required to disclose any information or particulars pertaining to the Customer to any authority, statutory or otherwise, including by not limited to any debt collection agency, credit reference agency, security agency, and reserves the right to comply with the directions of such authorities at its discretion and without intimating the Customer.

## 3. Ownership

- The Customer shall have no title and/or ownership and/or interest in the SIM and/or the CPE and therefore shall not be entitled to transfer/assign/lease and/or otherwise part with the same under any circumstance. The ownership and effective control over the SIM/CPE shall always remain with **Plintron**. The Customer shall return the SIM/CPE immediately on termination of the Relationship Period. The Customer shall not claim any charge or lien on the SIM, CPE, even if any dispute is pending between the Customer and **Plintron**. Customer shall be responsible for the maintenance and upkeep of the CPE subject to normal wear and tear.

- **Plintron** reserves the right to visit the premises of the customer where CPE is installed/SIM taken to check for the bonafide usage of the services provided after giving a reasonable notice to the Customer.
- This relationship envisages a pure and simple service agreement and it is categorically understood that the Customer shall not have any interest or domain over the Network and the technology utilized by **Plintron** to provide services. There is no intention of sale or transfer of right to use in any manner whatsoever.

#### 4. Roaming Guidelines

- **Plintron** reserves the right to provide roaming facility on such Tariff as may be decided by **Plintron** from time to time within the realm of TRAI guidelines/rules/regulations.
- While roaming out of the Network, the Customer shall ensure that the cellular mobile handset is compatible to the frequency of the visiting network and Plintron shall not be liable for non-availing of Services on account of such non-compatibility. Roaming facility shall be subject to interconnect agreements/arrangements of Plintron with other telecom operators operating in other networks.
- Roaming Tariff may differ from operator to operator. Applicable operator specific tariff(s) will be charged from the Customer. Details of tariff may be obtained from Customer Care (by calling 121) or visiting the website [www.Plintron.in](http://www.Plintron.in)
- Customer can avail VAS while roaming outside the Network, provided the respective roaming operator's network supports the same. Applicable operator specified tariffs will be charged for these Services.
- In the event of international roaming, the call details will be passed on to the Customer on request on such conditions as **Plintron** may prescribe, subject to the availability of the same with **Plintron** from the respective international operator. The Customer shall not raise any dispute unless as provided for in this CAF with regard to the calls, caller line identification, etc. and shall make payment within specified time as per the bills raised by **Plintron**, without any protest or demur. The completion of call in roaming locations is subject to the call being transferred effectively by the applicable operator.

#### 5. Disclaimer of Liability

- **Plintron** makes no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the Services, which are not expressly mentioned herein.
- **Plintron** shall not be responsible for any acts or omissions of any third party including franchisees/ dealers/ distributors/ retailers etc., with regard to scheme(s) which are not expressly authorized by **Plintron**.
- **Plintron** shall not be liable to the Customer for any delays, loss of business, profit, revenue or goodwill, anticipated savings, use of contracts, damages, fees, costs, expense, orders, judgment, etc. or for any indirect or consequential loss, howsoever, it arises for or on account of unavailability/ usage of Services or otherwise.

- **Plintron** shall not be liable to the Customer for injuries or damages resulting from omissions, interruptions, delays, errors in transmission, failures or defects in equipment, or any other cause including but not limited to the failure to transmit, which are connected with incidents of fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, and cause originating in the facilities or operations of other telecom or allied service providers and other reasons or causes beyond the control of **Plintron** or for any reason whatsoever.
- The terms and conditions herein shall be subject to the notification/guidelines issued by TRAI and DoT, from time to time.
- To begin with MNP, customer needs to generate UPC (Unique Porting Code) by sending SMS to 1900. UPC is an alphanumeric code allocated, upon request, by a mobile operator to its subscriber for the purpose of facilitation of porting of his/her mobile number to another operator. SMS to be sent: PORT <your Mobile Number> to 1900. Operator SMS charges will be applicable. TRAI issued Telecommunication Mobile Number Portability (Seventh Amendment) Regulations, 2018 (“MNP Seventh Amendment Regulations”). The salient points of the MNP Seventh Amendment Regulations are as below:
  - All the cases except corporate porting cases; the generation & delivery of Unique Porting Code (UPC) has been provisioned to establish a query response mechanism to enable the Mobile Number Portability Service Provider (MNPSP) to query the database of the Donor Operator on real time basis to obtain the response for the queries. Based on the result of queries made by MNPSP and fulfilment of other prescribed conditions, the allocation and delivery of UPC shall be ensured by MNPSP.
  - Every Access Provider shall set up, in its mobile network, a mechanism for the purpose of receiving SMS from its subscribers requesting for a UPC and forwarding the same to the Mobile Number Portability zone to which the mobile number belongs.
  - The porting timeline of two working days has been provisioned for the requests of Intra-Licensed Service Area (Intra-LSA) numbers except the requests made under corporate category and the timelines of four working days has been provisioned for all the porting requests of Inter- Licensed Service Area (Inter-LSA) numbers and there is no change in the porting timelines for corporate category.
  - The validity of UPC has been kept four days in place of 15 days earlier for all LSAs except for the LSAs of Jammu & Kashmir, Assam and North East for which the validity of UPC remains unchanged.

## 6. Severability

If any part/clause of their CAF becomes illegal, invalid or unenforceable, that part/clause shall be ineffective to the extent of such invalidity or un-enforceability only without in any way affecting the validity or enforceability of the remaining parts of said provision/clause or any other clause/provision of this CAF.

## 7. Jurisdiction

The courts at ... (Please refer the respective circle area CAF for this)..... shall have exclusive



jurisdiction in respect of the subject matter of the CRF.

**Valid documents which can be enclosed**

1. Proof of identity: Aadhaar card, Passport, Arms License, Driving License, Income Tax Pan Card, Photo Credit Card/Debit Card (with photo), Smart Card/Dependent Card (issued by Defense).
2. Proof of Address: Aadhaar card, Passport, Arms License, Driving License, Ration Card, Water Bill (Not Older than 3 months). Telephone Bill of a Fixed line (Not Older than 3 months), IT Assessment Order.

For updated list please visit [www.Plintron.in](http://www.Plintron.in).

**Mobile services:**

|       |   |  |   |
|-------|---|--|---|
| A     | Customer Service Quality Parameters:  |  |   |
| (i)   | Metering and billing credibility - post paid  | Not more than 0.1% of bills issued should be disputed over a billing cycle | On average basis over a period of One Billing Cycle |
| (ii)  | Metering and billing credibility - pre paid   | Not more than 1 complaint per 1000 customers, i.e., 0.1% complaints        | On average basis over a period of One Quarter       |
|       |   | for metering, charging, credit, and validity                               |   |
| (iii) | Resolution of billing/charging complaints   | >98% within 4 weeks and 100% within 6 weeks                                | On average basis over a period of One Quarter       |
| (iv)  | Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints | within 1 week of resolution of complaint                                   | On average basis over a period of One Quarter       |
| (v)   | Response time to the customer for assistance  |  |   |
|       | a) Accessibility of call center/ customer care  | ≥ 95%  | On average basis over a period of One Quarter       |

|       |   |                     |   |
|-------|---|---------------------|---|
|       | b) Percentage of calls answered by the operators (voice to voice) within 90 seconds | ≥ 95%               | On average basis over a period of One Quarter |
| (vi)  | %age requests for Termination / Closure of service complied                         | 100% within 7 days  | On average basis over a period of One Quarter |
| (vii) | Time taken for refund of deposits after closures                                    | 100% within 60 days | On average basis over a period of One Quarter |

### Wireless Data Services:

| Serial Number | Name of Parameter                              | Benchmark   | Method and Assessment Period                |
|---------------|--|---|---|
| (i)           | Service Activation/Provisioning                | Within 4 hrs with 95% success rate                | On average basis over a period of One month |
| (ii)          | Successful data transmission download attempts | >80%  | On average basis over a period of One month |
| (iii)         | Successful data transmission upload attempts   | > 75%   | On average basis over a period of One month |
| (iv)          | Minimum download speed                         | To be measured for each plan and reported to TRAI | On average basis over a period of One month |
| (v)           | Average Throughput for Packet data             | >75% of subscriber speed                          | On average basis over a period of One month |
| (vi)          | Latency  | Data <250 ms                                      | On average basis over a period of One month |
| (vii)         | PDP Context Activation Success Rate            | > 95%   | On average basis over a period of One month |
| (viii)        | Drop rate                                      | ≤ 5%  | On average basis over a period of One month |

➤ Activating your phone connection : Within three days of receiving your completed

- application along with all requisite documentation;
- Termination of Connection : Within 7 days ;
- \*Resolving your billing complaints/queries -All billing complaints will be resolved within four weeks;
- Refunds/roll-backs All refunds and roll-backs will be conducted within one week from date of resolution of complaints;
- Refunding your deposits (Refundable components) after resolution of outstanding charges Within sixty days after disconnection/termination;

\* There may be some complaints which may take more than 3 days to resolve due to inherent reasons and necessary investigations required for resolution.

## **Rights of consumers under various regulations and duties and obligations of Plintron**

### **Mobile Number Portability**

- The Customer has the right to retain the same number while moving from one mobile service provider to another under the Telecommunication Mobile Number Portability Regulations, 2009.
- The Customer is allowed to move to another mobile Service Provider only after 90 days of the date of activation of mobile connection or from the date of last porting of mobile number, whichever is applicable.
- Customer can cancel his port-in request within 24 hours from the time of port request submission. However, the port fee will not be refunded.
- All the cases except corporate porting cases; the generation & delivery of Unique Porting Code (UPC) has been provisioned to establish a query response mechanism to enable the Mobile Number Portability Service Provider (MNPSP) to query the database of the Donor Operator on real time basis to obtain the response for the queries. Based on the result of queries made by MNPSP and fulfilment of other prescribed conditions, the allocation and delivery of UPC shall be ensured by MNPSP.
- Every Access Provider shall set up, in its mobile network, a mechanism for the purpose of receiving SMS from its subscribers requesting for a UPC and forwarding the same to the Mobile Number Portability zone to which the mobile number belongs.
- The porting timeline of two working days has been provisioned for the requests of Intra-Licensed Service Area (Intra-LSA) numbers except the requests made under corporate category and the timelines of four working days has been provisioned for all the porting requests of Inter-Licensed Service Area (Inter-LSA) numbers and there is no change in the porting timelines for corporate category.
- The validity of UPC has been kept four days in place of 15 days earlier for all LSAs except for the LSAs of Jammu & Kashmir, Assam and North East for which the validity of UPC remains unchanged.

## **Value Added Services**

- The service provider cannot provide any chargeable value added service without the explicit consent of a customer.
- Any value added service, which was earlier being provided free of charge shall not be chargeable without his explicit consent.
- No chargeable value added service shall be activated through pressing of a single key in the telephone set / mobile handset.
- In case the subscriber seeks to unsubscribe the value added service within 24 hours from the time of its activation on the ground that the subscription was unintentional or accidental, the service provider shall unsubscribe such value added service and reimburse or credit to the customers' account the charges, if any, deducted or levied for subscription to such value added service.
- The service provider shall inform subscriber at least 3 days before the due date of renewal of a subscribed value added service, the due date for renewal, the charges for renewal and the toll free telephone number for unsubscribing of such value added service.
- Customer can stop VAS subscription by sending SMS "STOP" (toll free) to 155223 and select the service he/ she wish to deactivate. Or, call 155223 (toll free), listen to the services you currently live on and select the one he/ she wish to deactivate.

## **Important General Information:**

- Customer for assistance can email us at 121@ plintron.in or call us at Customer Care Number/ General Information Number 121(0.50p/3min for agent assistance) for queries/ information and Customer Complaint Number 198 (toll free) for complaints. Customer can also contact us through our website [www.plintron.in](http://www.plintron.in)
- In case Customer do not get any satisfactory response, he/she can highlight the matter to our appellate authority at numbers mentioned above or email id mentioned. Working hours 9:30am to 6:30pm, Monday to Friday.
- To avoid unwanted telemarketing calls, Customer can register mobile number in ndnc registry - call 1909 or send sms "start dnd" on 1909.
- Please note that a single short message (sms) contains a maximum of 160 characters including spaces. Any sms containing more than 160 characters, or multiples thereof, is delivered as separate sms and is charged as per the number of sms delivered.
- No free or discounted voice call/ SMS will be available to existing/ new customers who subscribed to or have subscribed to voice or SMS packs/ promotional offers on the customary/ festival days (Blackout days). On these days, normal SMS rates of Re.1 for Local SMS, Rs.1.5 for National and Rs 5 for International SMS and voice call rate of customer tariff plan will apply between 00.00hrs to 24.00hrs. For complete details please visit your nearest Plintron relationship centre (PRC) or refer our website [www.plintron.in](http://www.plintron.in)

or call 121.

- No increase permissible in any item of the tariff for a period of 6 months from the date of enrolment under a tariff plan.
- No charge will be levied for any value added service without the customer's explicit consent
- In case of permanent disconnection security deposit will be refunded to the Customer within 60 days of disconnection, failing which Customer shall be paid an interest at the rate of 10 percent per annum
- Plintron has full right to change the terms & conditions applicable to tariff plans from time to time please visit [www.Plintron.in](http://www.Plintron.in) for other terms & conditions applicable.

### **General Information Number/ Customer Care Number**

Plintron Customer care service is accessible from anywhere in the country, even while roaming. Just dial 121 (for agent assistance at 50p per 3 min) from your Plintron mobile. You may also reach us from other service provider numbers at our numbers mentioned in Annexure I (standard rates as per bill plans are applicable).

### **Consumer Complaint Number**

Our complaint center number 198 (toll free from your Plintron mobile) is accessible from anywhere in the country from your Plintron mobiles. You may also reach us from other service provider numbers at our numbers mentioned in Annexure I (standard rates as per bill plans are applicable). You may write to us at [121@plintron.in](mailto:121@plintron.in) or visit our website [www.Plintron.in](http://www.Plintron.in)

### **Complaint redressal mechanism, its procedure and its time limits**

#### **Where to contact us**

Our offices are located in all cities where we service you. You may contact us at any of these offices closest to your location (Refer Annexure I). You may also contact our Plintron Relationship Centers for all your queries, requests or complaints. Alternatively, you may choose to call us from the comfort of your home, day or night, at our complaint center number 198 (toll free), or email at [121@ Plintron.in](mailto:121@Plintron.in) or visit our website [www.plintron.in](http://www.plintron.in)

Complaint Redressal Process: Supporting you at two Levels

- First Level: Complaint center

In case you find that our services do not meet your expectations, please feel free to contact us, either at our consumer care number, or at one of our offices, or at a Plintron Relationship Center.

You could reach our Customer Care

- ❓ team by: Calling us at 121 for
- ❓ queries
- ❓ Sending us an SMS at 121
- ❓ Sending us an email at 21@plintron.in
- ❓ Calling us toll-free at 198 for complaint
- ❓ Visit our website [www.plintron.in](http://www.plintron.in)

We will log your concern, giving you a Service Request number (complaint registration number), which is a unique identification number for your complaint. We will let you know a timeline by which your concern will be resolved through an SMS. Our team will resolve all your concerns according to the timelines promised. You may also login to our website and go to “Need Help” Option to lodge all your queries, complaints, requests and feedback related to your Airtel number and services. You may also check the status of your complaints on the same link and notify us your satisfaction or dissatisfaction over resolution. In case the resolution is not as expected then you may share with us the reason for dissatisfaction and our team will re-assess your complaint and provide resolution within 10 days.

### **Second Level: File appeal with the Appellate Authority**

Should the complaint center be unable to resolve your grievance to your satisfaction, you could approach the next level, the Appellate Authority.

A consumer may prefer an appeal before the Appellate Authority either through e-mail or facsimile or post, or in person; Appellate Authority can be contacted at the details provided in Annexure II. Appellate Authority will revert to you with resolution within 39 working days.

Please keep in mind:

- a) The working hours for Appellate Authority are between 9:30 am to 6:30 pm from Monday to Friday.
- b) The Appellate Authority will provide you with a Unique Reference number within 3 days of reporting the issue
- c) The Appellate Authority shall decide every appeal within 39 working days from the date of filing the appeal.

### **Contact details of the Appellate Authority and time limits for disposal of appeals**

Appellate Authority can be contacted as per details given on Annexure II. Appellate Authority will revert to you with resolution within 39 working days.

### **Web Based Complaint Monitoring System**

To check the status of your complaint or to log a complaint, visit [www.plintron.in](http://www.plintron.in) or click the “Need Help” tab on the home page of [www.plintron.in](http://www.plintron.in)

- a) To check the status of your complaint, visit [www.plintron.in](http://www.plintron.in) and click on the available link to check the status of a previous complaint.
- b) To log a complaint, visit [www.plintron.in](http://www.plintron.in), select service type and enquiry type and fill the required details.

### **Termination & disconnection of services**

- Customer can submit its request for termination or disconnection of service by various means viz - request made in writing, Fax, email-ID (preferably registered with us), SMS and Telephone call at Customer Care Number. The time period for closure is maximum 7 days uniformly for all means of requests.

### **Annexure-I(A) - Contact Centre Numbers for Mobile Services**

| Circle | Prepaid Contact Centers  | Office Address   |
|--------|--|--|
| Kerala | Please visit <a href="http://www.plintron.in">www.plintron.in</a> for more details | Please visit <a href="http://www.plintron.in">www.plintron.in</a> for more details |

### **Annexure II(A) – Appellate Authority for Mobile Services**

| Service Areas covered by Complaint Centre (s) | General Information Number | Toll free Consumer Care Number(s) at Complaint Centre (s) | Telephone No. | Name, Address, Email and T. No. of Appellate Authority   |
|---|----------------------------|---|---------------|--|
| Kerala  | 121                        | 198   | 9150788809    | Mr. Binu Jose Joseph<br><a href="mailto:appellate.kerala@PLINTRON.IN">appellate.kerala@PLINTRON.IN</a> |