



Application for Provision PREPAID SERVICES

CUSTOMER DETAILS:

Name:	First	Middle	Last
Nationality:		Occupation / Position:	
Company / Organization:			
Billing Address:		Contact Details:	
		Phone	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		Fax	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		Mobile	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		Email	
Payment Method: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Cheque			

REQUIRED FOR:

<input type="checkbox"/> Personal Use	<input type="checkbox"/> Business / Organizational Use
Citizenship <input type="text"/> No. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Passport <input type="text"/> No. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Others _____ <input type="text"/> No. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Registration / License No. <input style="width: 100%;" type="text"/>
DOCUMENTATION: Citizens: Citizenship or Passport Non Citizens: Citizenship + Passport Business: Corporate Registration + Proprietor's Card + Covering letter with authorized signature	

SERVICE REQUIRED:

Basic Services:	Optional Services:
Voice Mail, Short Message, Call Waiting, Call Forwarding, Calling Line Identification Protocol, Customer Controlled Call Barring. ___ US\$ 90 Prepaid Regular Activation ___ US\$ 210 Prepaid Value Plus Activation	Please tick which of the following services is required ___ Closed User Group US\$ 8/month/number ___ Fax/Data Service Number US\$ 8/month/number ___ Change of a Telephone No. US\$ 30 per number

I hereby confirm that I have read and accepted the terms and conditions of this application and a certain that all above mentioned information are correct and I fully accept responsibility in case of any discrepancy / inconsistency / disparity.

month day year

Signature of the Applicant _____ Date:

Approval _____ CONTRACT NO. _____

Terms and Conditions of THURAYA Satellite Telecommunications Service

1. Definitions

In these terms and conditions the following words and expressions shall have the meaning set forth in their respective definitions.

- 1.1 "THURAYA" means THURAYA Satellite Telecommunications Company;
- 1.2 "Service" means THURAYA Services described in the application form and as provided by the Service Provider;
- 1.3 "SIM" or "SIM CARD" means a Subscriber identity module (smart card);
- 1.4 "Subscriber" means a customer of the Service Provider with whom the Service Provider has contracted for the provision of the Services;
- 1.5 "The Service Provider" means CONSTELLATION PVT. LTD. who is providing the Services in the Service Area;
- 1.6 "THURAYA User Terminals" means dual mode handheld or mobile telephones designed to operate both with the THURAYA System and GSM Networks;
- 1.7 "Service Area" means the territory of Nepal
- 1.8 "Tariffs" means the charges for the THURAYA Services as set forth in Article 4.
- 1.9 "THURAYA System Supplier" means Boeing Satellite Systems or other contractors engaged by THURAYA.
- 1.10 "Charges" means the Call Charges, Activation Charges and the Monthly Fees as Set forth in Article 4.

2. Provision of Service

- 2.1 Subject to these terms and conditions hereto the Service Provider shall provide the Subscriber with the Services applied for in the application form for the duration of this Agreement.
- 2.2 The Services will be provided subject to the availability. However, the Subscriber recognizes that the Services by its very nature may from time to time be adversely affected by physical features, atmospheric conditions and other causes of hindrance and may fail or require maintenance without notice.

3. Payment

- 3.1 The Service Provider shall render the bill to the Subscriber in consideration of the Services on Monthly basis.
- 3.2 The Subscriber shall pay the Charges for the provision of the Services at the times fixed by the Service Provider.
- 3.3 Non receipt of invoice by the Subscriber shall not constitute an acceptable cause not to pay.

4. Tariffs

- 4.1 Rates of charges and fees of the Services may be reviewed/amended from time to time and shall be announced and published through suitable means.
- 4.2 Charges shall mean and include:
 - 4.2.1 Call Charges: means the charges for local and international calls per unit of time at the rate set out in the applicable tariff and payable monthly in arrear.
 - 4.2.2 Activation Charges: means the charges identified in the applicable Tariff for connection of the Terminal and the SIM CARD to the THURAYA System for Basic Services and payable once in advance.
 - 4.2.3 Monthly Fee: means the monthly subscription fee identified in the applicable Tariff payable every 3 months in advance.
 - 4.2.4 Other charges: include charges for service reconnection, change of all optional Services, change of telephone number and any other such charges as the Service Provider may from time to time determine.

5. Term

- 5.1 Unless otherwise agreed between the parties, the initial term of subscription shall at least be 12 months from the date of connection of the Services and can be extended upon both parties agreement.
- 5.2 Notwithstanding the foregoing and without prejudice to any right vested in the Service Provider by law, these Terms and Conditions or any other agreement, the Service Provider shall have the right to suspend or cease the Services and/or terminate this Agreement at any time without notice, if the Subscriber is in breach of any of its obligations under these Terms and Conditions and/or other agreement.

6. Suspension/Disconnection

- 6.1 Notwithstanding anything in the Agreement to the contrary and without prejudice to any rights vested in the Service Provider by law, the Service Provider may from time to time without liability suspend/terminate the Service and/or disconnect the User Terminal or Sim Card from the Service if:
 - 6.1.1 THURAYA System during the subscription period is subject to technical failure, modification or maintenance.
 - 6.1.2 The Subscriber breaches any or all of these terms and conditions including failure or delay in payment of the charges or any such other sums due to the Service provider until such is remedied.
 - 6.1.3 In the event of notification of Loss/theft of the Terminal or the Sim Card.
 - 6.1.4 The Subscriber uses the services or equivalent in any manner or for any purpose contrary to law.
 - 6.1.5 In an abusive or fraudulent manner, including, but not limited to the following:
 - a) Accessing or attempting to access Services by using an un-authorized device or by tampering with or altering authorized equipment or by using defective or illegal equipment;
 - b) Obtaining or attempting to obtain permission to use Services or equipment by providing false or misleading information;
 - c) Intentionally interfering with or causing disruption in the provision of Services or equipment to other Subscribers;
 - d) Using Services or equipment to further criminal activity
 - e) Using Services or equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of delay or in any manner with the intended effect of annoying, threatening or harassing such other persons;
 - f) Using services or equipment in a manner that interference unreasonably with the use of Services of equipment by one or more other Subscribers.
- 6.2 The Service provider may at its sole discretion reconnect the Services upon payment by the Subscriber of reconnection charges.

7. Liability

- 7.1 Neither the Service Provider nor THURAYA shall be liable for any damage incurred by the Subscriber as a result of any delay in connection or reconnecting the Services or any partial or total suspension of the Services.
- 7.2 Neither the Service Provider nor THURAYA or THURAYA System Supplier shall be liable under the Laws of the Service Area or another jurisdiction for health and safety hazards concerning the User Terminals and/or their use.
- 7.3 Neither the Service Provider nor THURAYA or THURAYA System Supplier will be liable to the Subscriber in any circumstances whatsoever for loss of profits, business, revenue, goodwill, anticipated savings or in direct or consequential loss or damage.
- 7.4 Neither the Service Provider nor THURAYA, or Thuraya System supplier will be liable for Service Providers subscriber using the User Terminal in unauthorized service area within THURAYA coverage area.
- 7.5 The Subscriber hereby accepts and acknowledges the exclusion of and exemption from liability set forth in Sub-Articles 7.1, 7.2 and 7.4 above.

8. General

- 8.1 This Agreement shall not be assigned by the Subscriber to a 3rd party without the prior written consent of the Service Provider.
- 8.2 The Service Provider may at any time correct clerical or mathematical errors in the invoices and may demand the Subscriber to pay any difference resulting from such correction. If the difference is in favor of the Subscriber, the resulting amount shall be credited to the Subscribers account in subsequent invoices.
- 8.3 The terms and Conditions of Telecommunication Services shall apply to all matters not dealt with, by these conditions. The Subscriber acknowledges that he has full knowledge of the conditions of Telecommunication Services.