

فورم قرارداد مشتری  
د پیریدونکی ترون پایه

Subscriber Agreement Form

تاریخ/Date:

شماره:  
شمیره  
S.No

مشخصات مشتری:  
د پیریدونکی خانګه تیاوې  
Subscriber Details

Father Name	ولد د پلار نوم	Name	اسم نوم
Address	سکونت فعلی اوسنی استوګنځی	Place Of Birth	سکونت اصلی اصلي استوګنځی
Password	کلمه عبور (نشانی) پټ توری	Date Of Brith / /	تاریخ و محل تولد د زېږېدو نېټه او ځای
English <input type="checkbox"/>	پښتو <input type="checkbox"/>	دري <input type="checkbox"/>	زبان مورنی ژبه
ID Number	نمبر سند هویت د پېژند پانې شمیره	ID Typ	سند هویت پېژند پانې
Email:	پست الکترونیکی: برېښنالیک	Name & Contact No.	نام و نمبر ارتباطی: نوم او د امریکې شمیره

باشرايط شرکت افغان بیسیم که در عقب فورم هذا درج گردیده است موافقت دارم.

I have read and agreed to the Terms and conditions as specified by Afghan Wireless Communication Company on the reverse side of this form.

د افغان بیسیم خانګه ې شرطونه چې د دې پانې شاتې برخه کې لیکل شوي منم.

Subscriber Signature

امضای مشتری  
د پیریدونکی لاسلیک

Date:

تاریخ: / /  
نېټه

For Company Use Only

یوانړې د شرکت د کارونې له پاره

صرف برای استفاده شرکت:

Location	موقعیت: ځای	Dealer Name:	اسم عمده فروش د عمده پلورونکي نوم
Retailer Signature	امضاء پرچون فروش د پرچون پلورونکي لاسلیک	Retailer Name:	اسم پرچون فروش د پرچون پلورونکي نوم
National Dealer Signature	امضاء عمده فروش ملی د ملي عمده پلورونکي لاسلیک	National Dealer Name:	اسم عمده فروش ملی د ملي عمده پلورونکي نوم

Promotional Offers	پیشکش های امتیازی امتیازي و مراندیزونه	Details	جزئیات: جزئیات:
Bundled Offer:	پیشکش های بسته ای د بندلو و مراندیزونه	Handset Type:	نوع سیت موبایل: د ګرځنده ټیلیفون ډولونه:

Services Ordered

غوښتل شوي خدمتونه

خدمات سفارش شده:

Mobile Number	+	9	3	0	7	0														
ICCID																				
IMEI																				

Receipt No.

Amount Received

مقدار پول اخذ شده:

د لاسوند شمیره

د اخیستل شوو پیسو کچه

برای معلومات بیشتر لطفاً با خدمات مشتریان (24 ساعته در هفت روز هفته) به تماس شوید: 151 انگلیسی، 152 دری، 153 پشتو و 0700830830 از دیگر شبکه ها و یا وب سایت ما را ملاحظه فرمائید: [www.afghan-wireless.com](http://www.afghan-wireless.com)

For any queries, Please contact Customer Care 24 Hrs a Day and 7days a week; 151 Eng, 152 Dari, 153 Pashto, or +93(0)700 830830 from other networks. Or visit our website: [www.afghan-wireless.com](http://www.afghan-wireless.com)

د نړیاتو معلوماتو له پاره د اونی په ۷ ورځو کې ۲۴ ساعته د پیریدونکو د خدمتونو له خانګه سره امریکه ټینګه کړئ: ۱۵۱ د انګلیسي ۱۵۲ د دري ۱۵۳ د پښتو او

۰۷۰۰۸۳۰۸۳۰ د نومرو شبکو له پاره او یا زموږ ووب پاڼه وګورئ [www.afghan-wireless.com](http://www.afghan-wireless.com)

## Terms and Conditions – General

- A) Please furnish the proof of identity and address by one or more of the following documents as applicable: Passport, Driving License or any Photo Identity Card issued by any statutory Government Authority.
- B) Companies may enclose Certificate of incorporation, Memorandum of Articles, duly signed by the Managing Director or Director of the Company along with any proof of Identity of the authorized officer of the Company. In case application is signed by authorized signatory, then attested photocopy or Power of Attorney must be attached.
- C) Ministries or other Agencies of the Government of Afghanistan are exempt from the foregoing requirements and need only identify, on official letter-head, the coordinating officer to be consulted by AWCC if necessary.
- D) Foreign Missions in Afghanistan must provide the name and designation of the authorized officer along with details of officials or employees for whom the Cellular Mobile Phone is intended.
- E) Payment will be accepted only in the form of cash in USD or Afghani (Afs) and only at Company's head office or authorized dealer outlets.
- F) Charges for SIM cards and Top-up cards are not refundable under any circumstances whatsoever, except as may be described elsewhere herein.
- G) The SIM card can be put to use only after activating it with an appropriate Top-Up card, which can be purchased separately in the denomination of the Subscriber's choice.
- H) AWCC supports the Original Equipment Manufacturer's Warranty of handsets. The SIM replacement or loss policy is stated on the AWCC Price Sheet.

## TERMS AND CONDITIONS

### INTRODUCTION TO THE AGREEMENT

An agreement is formed between the subscriber (hereinafter referred to as Subscriber) and Afghan Wireless Communication Company (hereinafter referred to as "AWCC") a company registered under the companies Act, having its registered office at Agricultural Bank Building, Maiwand Watt, Kabul, Afghanistan when the form has been signed by or on behalf of the Subscriber and AWCC has accepted the same, when used in these conditions.

"Subscriber Equipment" Means Subscriber's GSM mobile telephone equipment described in the Agreement.

"Network," means AWCC's GSM Network

"Services" means the services, which enable the subscriber when using Subscriber Equipment to have communication over the Network and other additional related services if specially entered into with subscriber.

"Tariff" means and includes the agreed Tariff schedule and all rate related conditions, related fees and service charges under the Tariff Schedule as notified and published by AWCC from time to time.

"SIM" means a Subscriber Identity Module being a card or microchip programmed with data, which is used to gain access to the AWCC GSM Network.

### 1. PERIOD OF AGREEMENT

- A) The Agreement period shall run until it is cancelled by either AWCC or Subscriber

### 2. COMMENCEMENT

- A) Agreement commences upon AWCC activating the SIM card. Any money paid by the Subscriber shall not create any right in favor of Subscriber until activation. In addition, AWCC reserves the right to seek and verify financial and other information from Subscriber's Bank or credit provider and such other sources and reserve the right to reject subscription even after activation for any reason without liability.
- B) Subscriber represents- that he has been fully informed about the Services provided by AWCC, its specifications, requirements, limitations, etc and has only thereupon signed this Agreement.
- C) AWCC shall be at liberty to provide the Services under any brand name.

### 3. SERVICES

- A) The Subscriber shall be provided a SIM card and personalized telephone number (which can be changed by AWCC at any time) to enable the Subscriber to use AWCC Services upon acceptance, within the AWCC System operating range in the local area coverage by AWCC and licensed geographical areas.
- B) The SIM card and personalized telephone number is and shall always be the sole property of AWCC and shall be returned by Subscriber(s) upon Termination of this Agreement or any suspension of services. AWCC may add an additional one or two digit number to the beginning or end of your personalized telephone number in order to comply with License or Government regulations.
- C) Subscriber may change, add or delete Services or features upon submitting the requisite form Subscriber shall be bound by any additional terms applicable to such changes, additions or deletions. Subscriber shall not be entitled to a refund in the event Subscriber elects to change or delete services.
- D) Subscriber cannot use the Service for any unlawful or illegal purposes, or for sending obscene, indecent, threatening, harassing, unsolicited messages, or messages affecting or infringing national interest. Further, Subscriber may not create any damage or risk to AWCC or its network or other subscribers. AWCC reserves the right to disconnect services at its sole discretion upon the occurrence of any such event.
  - a. AWCC reserves the right to prosecute and/or hand over any and all information to the proper Afghanistan Government authorities for any fraudulent or misuse of AWCC SIM or Services. This includes, but is not limited to, criminal activities, reports of threats, or use of "Sim Boxes", or "GSM Gateways".
- E) AWCC 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 any or all subscribers without any notice, for any reason including but not limited to free Services, Governments rules, Regulation, etc. including changes thereto. Further, Subscriber is on notice that service quality, functionality, availability or reliability may be affected.
- F) Privacy of communication is not guaranteed and is subject to Government Regulations and such other factors.
- G) AWCC is entitled to change, vary, add or withdraw any services, supplementary services, features, or service plans, etc. and/or vary the terms and charges at any time, at its sole discretion or as required by Government Regulation or other circumstance.
- H) AWCC is entitled to change, vary, add or withdraw any Tariffs at any time, at its sole discretion, including but not limited to changing Tariff rates for local, national, or international calls, SMS messaging, Top Up voucher validity periods, and/or establishing a minimal usage charge or administrative fee on a monthly basis.
- I) In the interest of other users, we may limit the number and duration of messages that can be left on your Voice Mail service. Please note that confidentiality of messages cannot be guaranteed. Subscriber may not record, or allow others to record, any abusive or obscene greeting message or one that is likely to cause offense.
- J) Calling Credit is calculated by the second by the rates set out in the relevant price plan and will be credited to Subscriber upon acceptance of a valid Top-up number by AWCC.
- K) AWCC may at any time suspend the services wholly or partially and/or disconnect any subscriber Equipment from the Network for any reason including, but not limited to, the following:

- L) AWCC has the right to terminate the service if there is no usage during 6 months or another time period defined by AWCC. Restoration of service will commence after subscriber pays a reconnection fee stipulated by the AWCC price chart at the time of reconnection. AWCC has no obligation to reactivate the SIM with the subscriber's previous mobile number.

- a) Due to any discrepancy noted in the material particulars provided in the Subscriber Agreement Form including personal information or address confirmation
- b) During technical failure, modification or repair or testing of the network
- c) If Subscriber exceeds the prescribed credit limit, although AWCC does not guarantee to effect such suspension /disconnection immediately upon the subscriber reaching the credit limit, in which event Subscriber remains liable to AWCC for any and all charges posted to his account, even in excess of his predetermined limit. As such, AWCC may deduct such amount the next time Subscriber adds credit.
- d) Any other reason, which is found to be reasonable by AWCC warranting suspension or disconnection

### Liability

- a) AWCC will not be liable to the subscriber for any loss of business profit, revenue or good will, or for any indirect or consequential loss however it arises
- b) AWCC shall not be liable for any delayed activations.
- c) AWCC shall not be liable for any dealings of Subscriber with any party that AWCC has not expressly authorized to act on its behalf
- d) No warranties, representations, guarantee or undertakings are given by AWCC which are not specifically mentioned herein
- e) AWCC will not be liable for any breach of the Agreement or for any other failure to carry out its duties and obligations for reasons outside the control of AWCC such as atmospheric conditions, physical features (e.g. enclosures, bridges, and buildings), harmful electrical interference, Acts of God, Governmental or military actions, sabotage, civil insurrection, or any other Force Majeure conditions.
- f) AWCC is not responsible for the acts of Franchisees, Business Associates, Distributors, Channel partners, dealers or retailers with regard to plans that are not expressly authorized in writing by AWCC.
- g) Subscriber is responsible for his SIM and AWCC is not liable for any loss or liability incurred by the Subscriber resulting from the unauthorized use of his SIM. In case of loss of SIM card by the subscriber, once becomes aware of such loss, must be reported to AWCC immediately. AWCC will only issue a new SIM card upon verification of ownership and payment of charges as set out in AWCC's current Tariff rate as revised from time to time.
- h) The SIM card remains the property of AWCC. The same shall be returnable to AWCC on Termination or Suspension of the subscriber relationship for any reason whatsoever. AWCC is not responsible for any manufacturing defect of the SIM card after an expiry of 6 months from the date of purchase. Beyond this period, Subscriber will have to obtain a new SIM card after paying the requisite charges.

### SALES OR TRANSFER

- a) AWCC connection or SIM card shall be NON TRANSFERABLE. Any private transfer affected by the Subscriber shall not absolve the Subscriber of liability to towards AWCC for usage charges incurred in connection with the SIM card AWCC has issued to Subscriber.
- b) AWCC's acceptance of payment from a person other than the Subscriber does not constitute AWCC's consent to any purported transfer of Subscriber's rights or obligations to any other person.

### DISPUTE RESOLUTION

- a) In case of any dispute, the matter will be referred to the sole arbitration of the Managing Director of AWCC or his nominee and will be governed by the provision of Arbitration & Conciliation Act.

### ENDING THE AGREEMENT

- a) The Subscriber may end the Agreement by giving AWCC not less than 30 days' notice. Subscriber's liability to pay AWCC all charges for services provided pursuant to this Agreement shall survive such termination of the Agreement. It shall be obligatory for the subscriber to make full payments of his dues before any terminations is effective from the Subscribers side
- b) AWCC may terminate the Agreement period at any time without giving notice and without assigning any reason if Subscriber is in breach of any terms of this Agreement. In all other cases AWCC may terminate the agreement at its discretion by giving reasonable notice, which AWCC may give Subscriber in such form as AWCC deems appropriate

### OTHER MATTERS

- a) Any notice to be given by the Subscriber to AWCC shall be given in writing to the Director, Customer Care, at the Company's head office.
- b) Where two or more persons constitute the Subscriber, their liability is joint and several.
- c) The scope of the cellular Services is governed by AWCC's License and the applicable laws and regulations of Afghanistan.
- d) This Agreement may be available in both ~~and~~ English and Dari. In the event of any disagreement between the two, the English Language version shall prevail.