

TERMS AND CONDITIONS

1. DEFINITIONS:

Unless the context requires otherwise, the terms used in this Agreement shall have the following meanings assigned to them:

- 1.1 **“Account Balance”** means the available balance of the amount paid in advance by the Customer and credited to respective Customer Account from time to time which shall remain available within the Account Validity Period.
- 1.2 **“Account Validity Period”** means the period of validity of the Account Balance unless expired or made unavailable hereunder.
- 1.3 **“Activation”** means the activation of a Connection issued to the Customer and/or activation of Customer Equipment, on the System in accordance with the procedure prescribed by PTA.
- 1.4 **“Activation Charges”** means the charges as defined in clause 3.2.1(iii).
- 1.5 **“Advertisement”** or **“Advertised by Warid”** means publication or advertisement of any information, policy, notice, intimation, public message or any other communication regarding Services, collectively or singly, through any medium including but not limited to television, radio, outdoor, hoardings/billboards, internet, cellular and/or print media etc.
- 1.6 **“Agreement”** means this agreement, including all terms and conditions written on both sides of this document which are agreed by the Customer and Warid.
- 1.7 **“Applicable Tariff(s)”** means the Charges, Fees and Other Payments mentioned in the schedule of tariff Advertised by Warid from time to time.
- 1.8 **“Approved modes of communication”** means any of the modes of communication provided in Telecom Consumer Protection Regulations, 2009 as amended from time to time.
- 1.9 **“Charges”** includes all or any charges mentioned in Clause 3.2.1 below.
- 1.10 **“Connection”** means Post-paid Connection or Pre-paid Connection or any other kind of connection issued by Warid to the Customers.
- 1.11 **“Customer”** means the customer (including natural or legal person) who has purchased the SIM Card in accordance with the relevant laws and has given his consent to the Terms and Conditions provided in the SIM Jacket during the call made for the activation of Connection against such SIM Card purchased by him.
- 1.12 **“Customer Account”** means the account maintained in the System against the MSISDN Number assigned or issued to the Customer.

- 1.13 **“Customer Equipment”** means the equipment, accessories or any other cellular equipment supplied or sold by Warid or its authorized agents/dealers/retailers to the Customer for Activation and to avail the Services.
- 1.14 **“Easy Load”** means a Pre-paid payment mode wherein any amount of money is electronically transferred/credited into a particular Customer Account through a customized machine and/or a person particularly authorized by Warid in this regard.
- 1.15 **“E-PIN(s)”** means the unique numerical digits of various denominations made available by Warid in the market for purchase by the Customers. The amount designated to each E-PIN shall be credited against the Customer Account when loaded by the Customer through his hand set in accordance with the prescribed manner and terms and conditions of this Agreement.
- 1.16 **“Encryption”** means any technique used by Warid to reasonably secure the data, voice transmission or other communication over the System including but not limited to prevent eavesdropping over its telecommunication system except as required by the law or beyond its reasonable control.
- 1.17 **“Fees”** includes all or any fees mentioned in Clause 3.2.2 below.
- 1.18 **“Installation Charges”** mean the charges as defined in Clause 3.2.1(iv).
- 1.19 **“License”** means the relevant GSM License issued to Warid by PTA for provision of Services in Pakistan, Azad Jammu & Kashmir and Gilgit Baltistan.
- 1.20 **“MSISDN Number”** means a unique numerical number assigned to the Customer against each Connection for availing the Services.
- 1.21 **“Network”** means Warid’s GSM network as and where installed throughout the Territory which is run and supported by the System.
- 1.22 **“NTN”** means the national tax number of the Customer.
- 1.23 **“Other Payments”** includes all or any other payments mentioned in Clause 3.2.3 below.
- 1.24 **“Parties”** unless the context provides otherwise means Warid and the Customer.
- 1.25 **“Payables”** or **“Dues”** mean the Charges, Fees, the Other Payments, Taxes and any other amounts due against the Customer.
- 1.26 **“Post-paid Connection”** means such Connection for which the Customer, subject to deposit of any applicable advance or security, pays the Charges, Fees, Other Payments and Taxes after availing the Services or where the Charges, Fees, Other Payments or Taxes are settled/adjusted after availing the Services if such Charges, Fees, Other Payments and Taxes were paid/deposited in advance.
- 1.27 **“Pre-paid Connection”** means such Connection for which the Customer pays the Charges, Fees, Other Payments and Taxes in advance before availing the Services.
- 1.28 **“PTA”** means Pakistan Telecommunication Authority or its successor.
- 1.29 **“Scratch Card”** means the physical printed cards of various denominations having unique serial number and concealed numerical digits made available by Warid in the market for purchase by the Customer. Subject to deduction of applicable Charges, Fees, Other Payments and Tax, the amount designated to each

Scratch Card shall be credited against the Customer Account when loaded by the Customer through his handset in accordance with the prescribed manner and terms and conditions of this Agreement.

- 1.30 **“Services”** means the services offered by Warid from time to time through the System and Network including cellular services and optional services pursuant to the License.
- 1.31 **“System”** means Warid’s GSM mobile cellular system.
- 1.32 **“SIM Card”** means subscriber identity module card corresponding to the unique MSISDN Number issued to a Customer.
- 1.33 **“Taxes”** include all or any taxes mentioned in Clause 3.2.4 below.
- 1.34 **“Territory”** means the territories for which Warid is authorized to provide Services under the License.
- 1.35 **“Value Added Services”** or **“VAS”** means any value added services offered by Warid from time to time to its Customers.
- 1.36 **“Warid”** means Warid Telecom (Pvt.) Ltd. (including its successors and assigns) licensed by PTA to install and operate the Network throughout the Territory in order to provide the Services.

1A. INTERPRETATION

- 1A.1 Headings are included for convenience only and shall not affect the interpretation hereof. Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders.
- 1A.2 The importance of Clauses shall not be determined by their arrangement/order in this Agreement.
- 1A.3 The words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.
- 1A.4 The words not expressly defined herein shall bear the dictionary meanings.

2. CONNECTION TO THE SYSTEM AND PROVISION OF SERVICES:

- 2.1 Warid will make and maintain the connection of Customer’s MSISDN Number and/or Customer Equipment, to the System after Activation, under the terms and conditions contained herein, and will endeavor to make the Services available to the Customer as per the applicable quality and standards of Services. Without prejudice to the above, Customer acknowledges that he is availing the Services on “as is where is” basis.
- 2.2 In case of Post-paid Connection a monetary/credit limit shall be assigned against the Customer Account (the **“Assigned Credit Limit”**) equal to the security deposit deposited by the Customer under Clause 3.2.3(i) hereinbelow, however

Warid may assign different Credit Limit as per prevailing credit and collection policy of Warid. In case Customer's use of Services shall exceed 90% of Assigned Credit Limit, various Services, facilities or packages (including outgoing call facility) availed/assigned by the Customer shall be suspended till the payment of such amount of Payables that shall make at least 60% of Assigned Credit Limit available. Notwithstanding anything contained herein, in some circumstances or due to any System delay (beyond Warid's reasonable control) the Services, facilities or packages may not be suspended even if the Customer has availed the Services for a value which is higher than the Assigned Credit Limit and resultantly the monthly invoice may be greater than the Assigned Credit Limit. The Customer undertakes that he shall remain responsible for the payment of any invoiced amount in such case, even if it is greater than the Assigned Credit Limit.

- 2.3 The Customer understands and acknowledges that the Services may from time to time be adversely affected by natural or man-made physical structures/constructions, actions beyond reasonable control of Warid, atmospheric conditions, natural phenomenon, solar radiation, events of *force majeure*, and any other causes of planned or unplanned interference, including without limitation, instructions from PTA, any government or law enforcement agencies etc. The Customer further acknowledges that Warid shall not be liable for any disruption, interruption, suspension or disconnection of the Services (for any period of time) caused due to foregoing eventualities. However in case of planned outages/interruptions Warid shall intimate its Customers in accordance with the Consumer Protection Regulations 2009 (as amended from time to time) through a 30 days prior notice and in case of unplanned outages/interruptions a post notification shall be given in the media.
- 2.4 The Customer can port out his MSISDN Number and Customer Account in accordance with prevailing Mobile Number Portability Regulations, 2009 ("**MNP Regulations**") issued by PTA.
- 2.5 The Customer cannot change the ownership or transfer his MSISDN Number without Warid's prior permission which shall be to the entire discretion of Warid and such permission (if given) shall be subject to prevailing laws and relevant policies of Warid at that time. In case of change of ownership or transfer of Customer's MSISDN Number, the Customer shall, in addition to his personal attendance and the transferee if required, produce such documents as required by Warid for verification of his title to the MSISDN Number and the transferee shall also provide such documents as Warid shall require.
- 2.6 The Customer agrees that the Customer shall provide all the document(s) that may be required by Warid from time to time during the existence of this Agreement, failing which Warid shall be entitled to suspend or terminate this Agreement in its sole discretion.

- 2.7 The Customer agrees and acknowledges that the Services provided by Warid under this Agreement are offered to the Customer for his private and personal use only unless it is marked overleaf as “**Warid Business SIM**” and in such case the Customer acknowledges and undertakes to comply with any other/additional terms and conditions made applicable by Warid thereon.
- 2.8 The Customer agrees that Warid, in its sole discretion, may charge any amount as premium for different categories of MSISDN Numbers that may be categorized by Warid from time to time (“**Special MSISDN Number**”). The Customer agrees and acknowledges that any premium paid by the Customer to Warid against issuing or assigning of Special MSISDN Number to the Customer shall be non-refundable and non-transferable. The Customer further agrees, acknowledges and warrants that the termination of this Agreement as per the terms of this Agreement and thereafter issuance of the Special MSISDN Number to any other customer shall not entitle the Customer to claim the amount paid as premium for Special MSISDN Number or raise any other claim against Warid in that respect.
- 2.9 The Customer undertakes that the Customer shall be solely responsible for all calls, messages, communications or data transmitted or exchanged to and from the Customer MSISDN Number, SIM Card or Customer Equipment and further declares to be exclusively liable for all or any civil or criminal liability arising therefrom.
- 2.10 Warid may in its sole discretion and subject to its policies and procedures allow the Customer to convert the Post-paid Connection to Pre-paid Connection and *vice versa*.

3. CHARGES, FEES, OTHER PAYMENTS AND TAXES:

- 3.1 The details of Applicable Tariff(s) including Charges, Fees and Other Payments related to the Services, shall be available at Warid’s business centers or franchises etc., or may be Advertised by Warid from time to time as provided in Telecom Consumer Protection Regulations 2009 (as amended from time to time). However any Taxes may not be advertised by Warid as Taxes shall be applicable and payable by the Customer as per prevailing rate prescribed by the relevant government or authority having competent jurisdiction.
- 3.2 The Customer shall be liable to pay Charges, Fees, Other Payments and Taxes, in relation to the Services, as detailed below:

3.2.1 Charges:

Without prejudice to Warid’s right to charge other or different amounts in future, and with prior notice to the Customer through Advertisement, the Customer shall pay to Warid the following Charges:

- i. **Customer Equipment Charges:** Customer Equipment Charges shall be payable before or at the time of delivery and Activation of the Customer Equipment;
- ii. **SIM Card Charges:** SIM Card Charges shall be payable before or at the time of delivery of SIM Card(s);
- iii. **Activation Charges:** Activation Charges shall be payable prior to the Activation of the Customer Equipment, MSISDN Number or SIM Card. Activation Charges shall also be levied or applied in case the Customer Equipment, MSISDN Number or SIM Card is re-activated in accordance with the terms of this Agreement;
- iv. **Installation Charges:** Installation Charges shall be payable (where applicable) prior to installation and Activation of the Customer Equipment and/or MSISDN Number;
- v. **Monthly or Recurring Charges:**
 - a. **Line Rent Charges:**

Line Rent Charges for the access to Services and System shall be payable by the Customer from the date, the System and Services are made available to the Customer. Line rent Charges shall generally be applicable to Post-paid Connections. Notwithstanding anything contained herein Line Rent Charges may apply to Pre-paid Connections subject to prior intimation to the Customer as provided in Telecom Consumer Protection Regulations.
 - b. **Recurring Facility Charges:**

Recurring Facility Charges shall be charged or applied by Warid periodically, for different facilities, customized packages or VAS availed or subscribed by the Customer in accordance with the terms and conditions on which such facilities, customized packages or VAS will be offered by Warid.
- vi. **Subscription Charges:**

Subscription Charges shall be payable by the Customer upon subscription of each facility, customized package or VAS as the case may be.
- vii. Any and all other charges for availing the Services as and when Advertised and applied by Warid.

3.2.2 Fees:

Without prejudice to Warid's right to charge other or different amounts in future, and with prior notice to the Customer through Advertisement, the Customer shall pay to Warid the following Fees:

- i. Any and all fees for availing the Services as and when Advertised and applied by Warid.

3.2.3 Other Payments:

Without prejudice to Warid's right to charge any or different amounts in future, and with prior notice to the Customer through Advertisement, the Customer shall pay to Warid the following Other Payments:

- i. In case of Post-paid Connection, the Customer shall deposit a security amount with Warid as per Warid's credit and collection policy prevailing at the time of execution of this Agreement. The security deposit shall become refundable after termination of this Agreement which shall be refunded within 30 days from the claim from the Customer and provision of all required documents pertaining to such claim. The Customer hereby authorizes Warid to utilize the security deposit in any manner whatsoever during the term of this Agreement. The Customer further acknowledges that no interest or mark up will accrue on the security deposit. The Customer also permits Warid to deduct from the amount of security deposit, if the Customer fails to clear his Payables within due date. In case Warid deducts the security deposit for non-payment of the Payables by the Customer, then the Assigned Credit Limit of the Customer shall also be reduced in proportion to the deductions made in the security deposit by Warid till the time the Customer pays the amount equal to the amount deducted from the security deposit;
- ii. Any and all Other Payments for availing the Services as and when Advertised and applied by Warid.

3.2.4 Taxes:

- i. The Customer shall pay any and/or all taxes, duties, levies and/or impositions of any other monetary/financial burden as and when levied and applied by any federal, provincial or local governments, regulatory, PTA and/or any authorities having competent jurisdiction in accordance with applicable laws, rules and regulations.
- ii. Notwithstanding anything contained herein, any tax, duty, levy or imposition of any other monetary/financial burden, which the Customer is liable to pay directly to any federal, provincial, local governments, regulatory and any other authority having competent jurisdiction, shall be the sole responsibility of the Customer as per applicable law and Warid

shall in no case be responsible for the collection of any such tax, duty, levy or imposition of any other monetary/financial burden from the Customer, unless specifically required otherwise by any applicable law.

- 3.3 The Payables to be invoiced/billed by Warid to the Customer shall be calculated with reference to provision of Services which shall be binding on the Customer. However, if the Customer believes that the invoice/bill is not in accordance with the Services provided by Warid to him, he shall be entitled within thirty (30) days from the date of invoice to satisfy Warid about his belief. If satisfied, Warid shall reimburse the over-charged amount to Customer or adjust the same in the next invoice that shall be raised to the Customer. In case of any dispute between the Parties regarding the invoicing/billing by Warid, such dispute shall be settled in accordance with this Agreement and the applicable laws.
- 3.4 Notwithstanding anything contained herein, in case Warid finds out that the Customer has not been properly billed in any preceding month(s) and the System shows any Due(s) to be payable by the Customer on account of line rent, the airtime usage (free or paid), use of any Services including VAS, or otherwise, then the Customer shall be under an obligation to pay the modified bill.
- 3.5 Warid shall have the exclusive right to determine and revise the Applicable Tariff(s) subject to prior Advertisement of the same. However such applicable tariffs may be revised/amended subject to prior notice (if required) and in accordance with the regulation 10(1)(v) of Telecom Consumer Protection Regulations, 2009 as amended by Telecom Consumer Protection (Amendment) Regulations, 2010. The Customer may access the latest Applicable Tariff(s) on Warid's website. In case the Customer is not satisfied with the change in Applicable Tariff(s), the Customer may choose to terminate this Agreement subject to the payment of all Payables at the date of termination as per the terms and conditions hereof.
- 3.6 The Customer agrees that in case the Customer Account shall be re-activated after suspension, disconnection or termination, the Monthly and Recurring Charges shall not be payable by the Customer for the period of termination or suspension; however, in such case, the Recurring Facility Charges paid by the Customer shall expire with the lapse of applicable period. In case after suspension or disconnection, the Connection is Re-activated, the Customer shall be required to pay Re-activation Charges, Subscription Charges and Other Charges for different facilities, customized packages or VAS etc. In case of disconnection or suspension of Services due to any reason attributable to the Customer, the Monthly and Recurring Charges shall be charged from the Customer, in addition to the Re-activation Charges, Subscription Charges and Other Charges, if the Services shall be re-activated.
- 3.7 **Modes of payment of Charges, Fees, Other Payments and Taxes:**

- 3.7.1 The payment of Charges, Fees, Other Payments and Taxes calculated as per Clause 3.3 shall (for Pre-paid Connections) be automatically deducted by the System from Customer's Account Balance or it shall (for Post-paid Connections) be demanded by Warid in arrears through an invoice generated in this regard and the Customer shall make the payments in cash or any other mode acceptable to Warid. In case of Post-paid Connections, the Customer undertakes to pay the Payables within due date. In case the Payables are not paid on the due date Warid may, in its sole discretion, suspend or terminate the Agreement or continue to provide Services subject to late payment charges calculated on the inter-bank borrowing rates prevailing on the next day from the date of expiry of due date of the Payables.
- 3.7.2 The Customer may purchase Scratch Cards, E-PINS, Easy Load etc. (the "**Pre-paid payment modes**") for use of Services and Warid shall be entitled to charge any additional charges related to such purchases at such rates as Warid may determine from time to time. Subject to deduction of such additional charges, the value of any Pre-paid payment modes shall be added in the Customer Account and Warid's records regarding the same shall be final and binding on the Customer. Each Scratch Card and E-PIN shall bear an expiry date and will be required to be dialed in/loaded for activation prior to such expiry date and Customer's failure to do so will render the Scratch Card or E-PIN invalid with no obligation or liability arising against Warid for or relating to such invalidity. The amount credited into the Customer Account through Scratch Card, Easy Load or E-PIN must be used during the Account Validity Period stipulated and informed by Warid after specific Scratch Card, Easy Load or E-PIN is dialed in or loaded by the Customer ("**Account Validity Period**"). Any Account Balance remaining against a specific Scratch Card, Easy Load or E-PIN after expiry of the Account Validity Period shall not remain available to the Customer unless Warid, in its absolute sole discretion, decides otherwise.

4. DURATION AND TERM:

- 4.1 This Agreement shall commence on the date when it is approved by Warid following the execution of this Agreement by the Customer which approval shall be signified by the Activation of the Connection and shall continue unless terminated in terms of this Agreement.
- 4.2 Notwithstanding the termination of this Agreement, all rights of Warid accrued till the date of termination shall continue until satisfied in full by the Customer to the satisfaction of Warid. The Customer acknowledges that notwithstanding the termination of Services or this Agreement, Warid shall be entitled to take all actions against the Customer for satisfaction of its above referred accrued rights in full.

- 4.3 In case of Pre-paid Connection, the Customer agrees and acknowledges that notwithstanding anything contained in this Agreement, Warid may terminate this Agreement immediately upon the expiry of the Account Validity Period. The Customer also agrees and acknowledges that immediately after the termination of this Agreement under this Clause or under this Agreement, Warid shall forthwith become entitled to assign or issue the MSISDN Number including any Special MSISDN Number of the Customer to some other customer.
- 4.4 Notwithstanding anything contained herein, in case of Post-paid Connection, the Customer agrees and acknowledges that, if the Customer fails to make the payment of the Payables, within due date, Warid may terminate this Agreement. However the Customer may claim the refund of the security deposit, deposited by him, after deduction of the Payables therefrom pursuant to the termination of this Agreement as provided above. The Customer also agrees and acknowledges that immediately after the termination of this Agreement under this Clause or under this Agreement, Warid shall forthwith become entitled to assign or issue the MSISDN Number including any Special MSISDN Number to some other customer. The Customer further acknowledges and agrees that Warid shall have all the rights to recover any amount of Payables remaining after the adjustment of security deposit, if any.

5. DIRECTORY OF CUSTOMERS:

- 5.1 Warid may, in its sole discretion, print a directory or provide directory enquiry services (collectively referred to as the “**Directory Services**”) to its Customers, consisting of access to current information being names, addresses and telephone numbers of its Customers and the Customers of other co-operating operators, through Warid helpline or getting hard copy of directory published by Warid except for those Customers who will opt not to publicly disclose their information. Notwithstanding the forgoing Warid is under no obligation to publish a directory of Customers or provide any directory enquiry service. The Customer agrees that Warid may disclose the Customer’s name, address and telephone number as part of such Directory Services unless the Customer has indicated to Warid in writing that it does not wish to be listed in any directory.
- 5.2 Warid will not have any liability for incorrect or omitted entries in directory which it may publish.
- 5.3 Warid may charge Customers for non-standard entries in directory published or circulated by Warid.

6. ASSIGNMENT:

This Agreement is personal to the Customer and the rights, benefits, obligations, or liabilities thereof may not be assigned, transferred or sub-contracted to anyone

else without prior written consent of Warid and implementation of Warid's procedure for such transfer. Warid may at any time assign its rights under this Agreement to any third party without prior notice to the Customer.

7. WARRANTIES:

- 7.1 Warid shall give warranty for such Customer Equipment purchased by the Customer from Warid, a warranty card whereof shall be issued separately (hereinafter referred to as the **"Warranted Equipment"**). The Warranted Equipment shall be warranted subject to the terms and conditions and for the applicable period (the **"Warranty Period"**) mentioned on the warranty card, commencing from the date of receipt of Warranted Equipment by the Customer, to meet the applicable Warid product specifications (as on the date of such receipt by the Customer) and be free from defects in material and workmanship. In the event of a defect in material and workmanship, or of a failure to conform to the applicable product specification during the Warranty Period, Warid at its option, will either repair or replace the Warranted Equipment. The Customer shall in the event of a defect in or failure of the Warranted Equipment to conform to the applicable product specification during the Warranty Period, return the Warranted Equipment to authorized service centers of Warid (the **"Service Center"**). In case of exchange of any Warranted Equipment, the returned equipment shall become the sole property of Warid. The delivery of such Warranted Equipment to the Service Center shall be the responsibility of the Customer. The Customer shall collect the replaced or repaired Warranted Equipment from the same Service Center at such time as may be advised by Warid. Replacement or repair as mentioned herein shall be, the sole obligation of Warid under this warranty Clause and, the Customer's sole and exclusive remedy and the Customer shall not bring any other action or claim against Warid in this respect. The above warranty shall not apply where the Warranted Equipment is used in combination with equipment not supplied, manufactured or approved by Warid.
- 7.2 The warranty provided hereunder is specifically limited to defects only in material and workmanship in the Warranted Equipment and for failure of the Warranted Equipment to conform to the applicable product specification and, without prejudice to the limitation as aforesaid set out, the warranty shall not apply to the repair or replacement necessitated by catastrophe, misuse, abuse, fault or negligence of the Customer or other users; effects or damage from improper testing, operation, maintenance, installation adjustment, or any alteration or modification of any kind; breakage or damage to antenna unless caused directly by defects in material or workmanship; Warranted Equipment whose serial numbers have been removed or made illegible; rechargeable battery; control unit coil cords that are stretched or have the 8-pin modular tab broken; defect or damage due to spilling of food or liquid; classic surfaces and all others externally exposed parts that are scratched or damaged due to normal use. Warid shall have the right, at any time to recall Warranted Equipment if in its opinion such Warranted Equipment is not in accordance with applicable Warid product

specifications or has defects in material or workmanship for any other reason whatsoever, and the Customer shall immediately return the Warranted Equipment to the designated Warid Service Center, and Warid shall, at its discretion, either repair or replace the same. Without prejudice to above the Warranties shall be subject to the terms and conditions mentioned in the relevant warranty card issued for any Warranted Equipment.

- 7.3 No alteration, attachment, or repair will be made to the Customer Equipment or SIM Card except by the Service Center, Warid's authorized representative or agent appointed in this regard.
- 7.4 No warranty from Warid shall be applicable to used or second-hand Customer Equipment purchased by any Customer from Warid or any other source.
- 7.5 Save as expressly stated herein, all conditions, warranties and undertakings, expressed or implied, statutory or otherwise are excluded.

8. LIABILITIES AND INDEMNIFICATIONS:

- 8.1 Warid shall not be liable to the Customer for any loss, damage or responsibility arising by reason of any delay in effecting repairs of the Customer Equipment or for any failure or delay in provisioning of the Services due to any acts of *force majeure*, acts or omissions of any third party, acts beyond the reasonable control of Warid, acts done pursuant to the directions of any authority having competent jurisdiction or applicable law including the directions of PTA or suspension of Warid's License etc. Should Warid for whatever reason not continue to be so licensed, its obligations under this Agreement shall cease and Warid will only be liable to the Customer for refund of any advance payment or security deposit deposited by the Customer to Warid less any amounts payable by the Customer to Warid.
- 8.2 Warid agrees that it will take reasonable measures to prevent confidential information about the Customer, other than directory information, from being disclosed to third parties excluding Warid's own subsidiaries, affiliates and affiliated companies regarding information which is required (i) for the process of collection of debts/Payables owed to Warid, (ii) by another operator in relation to provision of services to the customer and provided the information is disclosed in confidence to such operator, (iii) by Warid's auditors for the purpose of auditing Warid's accounts, or (iv) for the prevention or detection of crime or the apprehension or prosecution of offenders or as may otherwise be authorized by or under any law of the Territory.
- 8.3 The Customer hereby indemnifies Warid against all liabilities, penalties, losses or damages that Warid may incur, as a consequence of the Customer's failure to comply with the terms of this Agreement and any applicable laws.

- 8.4 Warid shall not be liable to Customer for any personal injury, illness, loss or other damage suffered by the Customer arising out of or relating to the use and applicable quality and standards of the Services, the Customer Equipment or SIM Card by the Customer.
- 8.5 Without prejudice to the above, Warid shall in no case be liable to the Customer for any consequential loss, loss of profit, indirect economic loss, loss of reputation or loss of opportunity which the Customer may suffer arising from or relating to the terms of this Agreement.

9. USE OF THE SERVICES VIA CUSTOMER'S EQUIPMENT OR SIM CARD:

- 9.1 Warid reserves the right to issue such instructions to the Customer concerning the use of Services as it may from time to time consider necessary to maintain the integrity, quality and safety of the Services for all Customers and such instructions shall be binding upon the Customer and be deemed to form part of this Agreement.
- 9.2 The Customer shall be personally responsible for all calls made from the Customer Equipment, from the MSISDN Number or the SIM Card registered in the name of the Customer. The Customer further agrees that he shall neither use nor permit any person to use the Customer Equipment, MSISDN Number or SIM Card for any purpose not permitted herein or under any law including:
- i. Any commercial use of the Services including but not limited to making calls from Customer Equipment, MSISDN Number or SIM Card against receiving any consideration from any third person, any marketing messages, marketing calls, bulk messages etc. unless expressly permitted by law and Warid subject to the relevant terms and conditions; or
 - ii. Sending unwarranted, obnoxious or unsolicited, abusive, offensive, indecent, obscene or menacing communication including calls and messages; or
 - iii. Unauthorized interception of the contents of any message or communication; or
 - iv. The persistent making of calls or sending of messages which may cause annoyance, inconvenience, or needless anxiety to any person or entity; or
 - v. Any improper, immoral or unlawful purpose, or for any purpose not permitted under the terms of this Agreement, by the Customer Equipment manufacturer, by Warid or under any applicable law.

- 9.3 The Customer agrees that contravention of Sub-clause (9.2) above shall entitle Warid in its sole discretion to immediately suspend the Services or terminate the Agreement without notice.
- 9.4 Warid has the right to make any alteration or adjustment to any Customer Equipment or SIM Cards as it may consider desirable for the purpose of maintaining satisfactory Services for the Customer or for Customers as a whole. Any such alteration made will be billed to and payable by the Customer at the rate stipulated by Warid for such alteration, adjustment, up gradation or customization.
- 9.5 The Customer shall neither place nor use anything in such a way, in such a position, in relation to Customer Equipment, SIM Card or any other cellular radio telephone link that is not approved for such use by Warid nor shall the Customer attempt to copy or otherwise use the Customer Equipment or SIM Card in a way other than prescribed by Warid herein.
- 9.6 The Customer warrants, acknowledges and confirms that Customer Equipment and/or SIM Card shall be used only for the purposes authorized under this Agreement, the policies of Warid and the law, and that the Customer shall be solely responsible and liable to Warid for any use of the Customer Equipment and/or SIM Card by the Customer himself or someone else in contravention of this Agreement, the policies of Warid and the law.
- 9.7 In case of loss or theft of the Customer Equipment and /or SIM Card, the Customer shall immediately inform Warid and get the MSISDN Number disconnected or blocked by making request to Warid supported with relevant documents and/or information that Warid may reasonably require from the Customer. The Customer acknowledges that Customer Equipment and / or SIM Card shall be disconnected or blocked by Warid at midnight on the day when Warid has received and approved the request for disconnection of the Customer Equipment and/or SIM Card by the Customer, provided that such report is received and approved by Warid before 1700 hours of a working Day otherwise the connection shall be disconnected or blocked until midnight on the next working day. The Customer further acknowledges that the Customer shall be responsible for the use of the Customer Equipment and / or SIM Card and any other criminal or civil liability arising out of the use of the Customer Equipment and / or SIM Card from the time of loss or theft of the Customer Equipment and / or SIM Card till it is finally disconnected or blocked by Warid in term of this Agreement. Further the Customer shall be liable to pay to Warid all the Charges, Fees, Other Payments and Taxes for the period the Customer Equipment and / or SIM Card is lost or stolen till it is finally disconnected or blocked by Warid in terms of this Agreement.
- 9.8 Subject to payment of all Payables, the Customer may block the MSISDN/SIM Card and/or Customer Equipment voluntarily by making request to Warid

supported with relevant documents and/or information that Warid may reasonably require from the Customer. The Customer acknowledges that MSISDN/SIM Card and/or Customer Equipment shall be disconnected or blocked by Warid at midnight on the day when Warid has received and approved the request for disconnection/blocking of the Customer Equipment and/or SIM Card by the Customer, provided that such report is received and approved by Warid before 1700 hours of a working Day otherwise the connection shall be disconnected or blocked until midnight on the next working day.

10. SUSPENSION/TERMINATION/DISCONNECTION:

10.1 Suspension:

- i. In addition to the right of Warid to suspend the provision of Services to the Customers contained in this Agreement, Warid may with a 15 days prior notice as per Telecom Consumer Protection Regulations 2009, suspend the Services under this Agreement wholly or partly except in the following cases where Services of the Customer can be suspended wholly or partly without any notice:
 - a. During any period in which the System is subject to technical failure, modification or maintenance; or
 - b. In case of theft or loss of the Customer Equipment or SIM Card, if the Customer reports to Warid about such theft or loss in terms of Clause 9.7 and 9.8 above; or
 - c. If the Customer is involved in unethical, threatening, harassing or immoral behavior with Warid's employees/franchises/staff, till the conclusion of investigation of matter to the satisfaction of Warid.
 - d. In case the Customer fails to intimate any change of address and personal details; or
 - e. In case of non verification of the antecedents of the Customer or Customer's failure to comply with any other requirements of Warid from time to time pursuant to Warid policies or under the law; or
 - f. In case the non-payment of the Payables by the Customer; or
 - g. If the Customer allows anything to be done to the Customer Equipment or SIM Card or its installation or otherwise which in Warid's opinion, may have the effect of jeopardizing the successful operation of the System, Network or the Services; or
 - h. Pursuant to any policy of Warid, law or direction of the competent Authority including PTA; or
 - i. As otherwise agreed in this Agreement.
- ii. In case suspension of the Services occurred due to any reason solely attributable to the Customer, Warid may restore the Services after the reason of suspension is remedied by the Customer to the satisfaction of Warid. However, in such case, the Customer agrees to pay all the Payables

including the line rent for the period of suspension and re-connection charges for resumption of Services.

10.2 **Termination:**

- i. In addition to the right of Warid to terminate this Agreement as agreed herein, Warid may, after a notice to the Customer through Approved modes of communication terminate this Agreement in any of the following circumstances:
 - a. If the Customer fails to comply with any of the terms and conditions including failure to make the payments of Payables; or
 - b. If the Customer allows anything to be done to the Customer Equipment or SIM Card or its installation or otherwise which in Warid's opinion, may have the effect of jeopardizing the successful operation of the System, Network or the Service; or
 - c. If the Customer uses the Services, Customer Equipment and/or the SIM Card for any purpose which is not permitted by this Agreement, law or Warid's policies; or
 - d. If the Customer is finally determined/found by Warid to be so involved in such unethical, threatening, harassing or immoral behavior with Warid's employees/franchises/staff; or
- ii. Unless this Agreement is terminated earlier as per the terms of this Agreement, if the Connection remains suspended maximum for continuous period of three (03) month then the Connection and this Agreement shall be terminated and Warid shall be at liberty without any further notice to issue the MSISDN Number (including Special MSISDN Number) to another customer and Customer's acceptance of this Clause shall be sufficient notice for this purpose.
- iii. Any re-activation made subsequent to the termination shall be at the sole discretion of Warid and shall be subject to the availability of the same MSISDN Number. Further Warid shall be entitled to charge the Activation Charges on such re-activation as per policies of Warid for re-activation.
- iv. This Agreement without prejudice to any accrued rights of Warid shall automatically and **without notice** to the Customer be terminated in the event of:
 - a. passing of an order for winding up against the Customer in accordance with the relevant laws; or
 - b. compounding by the Customer with his creditors, the appointment of a receiver or manager or liquidator with respect to any parts of its assets; or

- c. bankruptcy, insolvency or liquidation of the Customer; or
 - d. the Customer's death; or
 - e. the seizure of any part of the Customer's assets; or
 - f. The request of the Customer to port out the MSISDN Number, pursuant to the MNP Regulations and relevant policies of Warid, is accepted and finalized.
- v. On termination of this Agreement, the Customer shall remain liable to pay to Warid all Payables together with any costs including legal fees reasonably incurred by Warid for collection of Payables from the Customer.
- vi. Except agreed otherwise between the Parties, the Customer may terminate this Agreement after payment of all Payables and any other amounts payable by him.

10.3 **Legal Actions By Warid:**

The Customer acknowledges that notwithstanding the termination of Services or this Agreement due to breach of this Agreement or violation of any law, Warid shall be entitled to take all actions against the Customer for misuse of Service, breach of this Agreement or violation of any law, in accordance with this Agreement, applicable laws and PTA Regulations/SOPs.

11. **VARIATIONS:**

The Customer agrees and accepts that if as a result of any new law, change in License conditions or any other change in circumstances, Warid determines that this Agreement requires amendment, it may amend the same after prior notice to the Customer. Such notice may be given by sending details of the same to the address supplied by the Customer or through Approved modes of communication or by Advertisement. Such amendment/variation in this Agreement shall be binding on the Customer from the date stipulated in the notice and it shall be deemed incorporated in this Agreement as such variation/amendment was in this Agreement at the time of execution hereof unless expressly provided otherwise in such amendment or variation.

12. **DISPUTE RESOLUTION AND GOVERNING LAW:**

This Agreement shall be governed, construed, enforced and interpreted in accordance with the substantive and procedural laws of the Territory(ies).

Notwithstanding anything contained herein, any difference or dispute relating to or arising in connection with this Agreement including any dispute arising from termination of the Agreement (the **"Dispute"**), unless not settled amicably shall

be referred to arbitration by a sole arbitrator appointed by Warid. The provisions of the Arbitration Act, 1940, and any amendments thereto, shall apply to such arbitration, which shall be held in Lahore. The award under such arbitration shall be final and binding on the Parties. The arbitration proceedings shall be conducted in the English or Urdu Language.

13. MISCELLANEOUS

- 13.1 The Customer agrees to comply with the laws of the Territory when using the Services, the Customer Equipment and the SIM Card. It is the Customer's duty to acquaint himself and to comply with all applicable laws, requirements and restrictions imposed by the Government of Pakistan and other relevant authorities including PTA, relating to use of the Services, the Customer Equipment and the SIM Card.
- 13.2 All information contained in Warid's promotional material, advertisement and publicity campaigns is for general information only and if the Customer purchases/subscribes any of the Services and products so publicized, those Services will be subject to the detailed/specific terms and conditions applicable to such Services and/or products from time to time in addition to the terms of this Agreement, which shall be construed the integral part of this Agreement.
- 13.3 The Customer acknowledges and agrees that any limited offer (by time or by area), any customized package/deal or any VAS shall be governed by the specific terms and conditions of such offer, package/deal or VAS in addition to the terms and conditions of this Agreement. The Customer further agrees and undertakes that if the Customer shall avail/subscribe to such limited offer (by time or by area), any customized package/deal or any VAS, the Customer shall at all times, also comply with such specific terms and conditions. The Customer also acknowledges and agrees that Warid may at its own and without any further permission of the Customer shift the Customer on any other offer, package/deal which shall contain the similar features. The Customer further acknowledges and agrees that Warid may terminate any limited offer (by time or by area), any customized package/deal or any VAS at any time as per applicable laws.
- 13.4 The Customer shall immediately inform Warid for any change in his address or personal details.
- 13.5 The Consumer's manual and the Applicable Tariff are available on Warid's website.
- 13.6 Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provisions shall not be affected thereby.

- 13.7 No warranty, condition, undertaking or term (whether implied or express) as to the nature or quality of the Service or otherwise relating to this Agreement shall be part of this Agreement and no such term shall be implied by law or otherwise unless expressly accepted by Warid in writing or in a manner as provided in this Agreement.
- 13.8 This Agreement is read, understood and executed by the Customer with his free will and without any inducement.
- 13.9 The failure or delay by Warid in exercising any option, right, or remedy under this Agreement or to demand compliance of any obligation from the Customer, shall not constitute a waiver of any such option, right or remedy or the performance thereof.
- 13.10 If the Customer is a limited company, a partnership firm or a sole proprietorship, this Agreement shall be executed by the Company Secretary/a duly authorized director, the partner of the firm, or the sole proprietor respectively and business registration certificate and any other documents required by Warid shall be provided at the time of such execution. The Customer further agrees that he/it shall not contest (in any manner) the documents required by Warid under this clause.
- 13.11 All SIM Cards and Customer Equipments supplied to the Customer shall remain the property of Warid throughout the term of this Agreement and shall be returned to Warid forthwith on termination of this Agreement.
- 13.12 The Customer has no ownership or other rights in respect of any MSISDN Number or the Special MSISDN Number allocated by Warid which shall remain the exclusive property of Warid. Customer only acquires the right to use the MSISDN Number or the Special MSISDN Number by executing this Agreement.
- 13.13 Any employee or agency, duly authorized in this behalf by Warid, shall have complete authority to investigate and verify the antecedents of any present Warid subscriber(s)/the Customer. The Customer agrees that he shall fully co-operate Warid, its employees or any agency in relation to verification of his antecedents.
- 13.14 The Customer confirms that save as expressly set forth herein, any notice, bill or invoice, shall be deemed to be duly served on the Customer in two business days after dispatch by Warid to the address provided by the Customer overleaf. The Customer agrees to intimate any change to its address to Warid in writing prior to any such change taking place.
- 13.15 All Intellectual Property Rights available to Warid including but not limited to the Intellectual Property Rights attached with its all Services and any contents provided thereunder shall remain the sole ownership of Warid and shall not be

considered in any manner be transferred, licensed or given to the Customer by provision of the Services by Warid and use of the Services by the Customer.