



Disclaimers

- Prices are exclusive of 10% service charge.
- One time Activation Charge/Set Up fee is INR 199 only. In case of Cancellation of the Delivery, this fee will still be charged to the customer.
- The price plans are country - specific. Excessive roaming charges may apply while using Clay SIM card outside the country, contracted for.
- Heavy premiums are chargeable once voice/data services are used on Cruise ships/Airlines. Hence, the tariffs would be invalid for such usage.
- Please check the quality of the inventory at the time of delivery.
- The order will be delivered within 72 hours of verification of the documents. In case of urgent delivery, you can contact us at our customer care number i.e. 011-66470000.
- Clay SIM cards don't work in network locked Smartphone, Blackberry® & iPhone®.
- The Rental items (SIM Card/Handset) need to be returned within 48 hours of the expected return date conveyed by the user on the Agreement Form. If the client fails to do so, there will be a late fee of INR 100/day. In order to change the return date, kindly contact us through our customer care board line at 011-66470000.
- All the pricings/SIM cost/recharges are exclusive of taxes & Govt. levies. Taxes are applicable as per the guidelines issued by government & are payable by the customer.
- If Clay inventory (data card/Pocket WI-Fi/handset/SIM card) is lost or stolen, please report the loss immediately in order to block usage. Be sure to do so promptly, as clients are responsible for all the usage till the services are barred. Clay will not be liable to issue the same number again.
- Downloading of media files and streaming audio/video from services such as YouTube can have data usage as high as 6MB per minute. User discretion is advised.
- Pulse rate of calls is per minute basis.
- The minimum time required for activation of data services is 24 - 48 hours
- Calls to Toll Free Numbers/Directory Enquires/and other value added services to the country of travel are chargeable at a premium rate.
- Each plan has validity period applicable from the date of issuance of the inventory. In case the return date exceeds the validity period, then the rental & extra charges are applicable accordingly. For example: Rent mentioned for 15 days is INR 700 & inventory is not returned up to 15 days, then from the 16th day INR 700 will be chargeable again.
- Ensure all auto-updates/auto sync; cellular data & GPRS services are inactive. Or consider an add-on data bundle to ensure a solution that is cost-effective, as Pay-As-You-Go GPRS are very expensive.



- Ensure all auto updates/auto sync and cellular data services are inactive on your devices (Laptops, Smartphones, etc.) when you connect Datacard/ Mi-Fi to the device.
- The incoming caller number will be passed on to the customer subject to availability from the caller's service provider.
- All data is rounded to a minimum of 10 KB.
- Volume consumption on Clay 3G data card is estimation on "Actual Usage on the card may vary as per the network". Monthly Rent paid cannot be rolled over in case there is no usage in a month.
- 3G coverage is guaranteed only where 3G network is available. Please check in advance with Clay Support Team.
- Data coverage & speed may vary as per the actual location of the customer.
- 48 Hours of notice is required for activation of service on working days.
- Clay holds no responsibility for the network issues that occur in non-contracted locations.
- **Cancellation Charges:** The customers can cancel the order at any time due to change in their travel schedule:
 - No charges are applicable in case the travelling dates are preponed/postponed
 - Set-up fee/activation charge/delivery charge is applicable in case the inventory has been sent out for delivery or has been delivered to the customer.
- **Refund Policy:**
 - The refund will be processed in following cases:
 - Delivery is Cancelled & the inventory has still not been dispatched for delivery
 - If order is delivered, then once the inventory has been returned to us (subject to the product subscribed & date of inventory reaching back to us)
 - Or any other situations where both parties mutually agree to process the refund.
 - The refund will be processed through cheque within 20 days after the consent by both the parties.
 - The amount paid against any form of Taxation will not be refunded to the customer.
- **Documentation:** Clay needs following documents to be submitted by the passenger before availing the services; Clay can deny the SIM card in the event of non-fulfilment of these mentioned requirements:
 - Photocopy of Passport (the Photograph & Address Page).
 - Photocopy of valid Credit Card (front and back – we authorize an amount of Rs. 10000, till the time all the payments are cleared. This amount is blocked & not debited).
- **Delivery/Shipment Policy:**
 - The shipment will be processed after validating the documents within 3 to 7 working days.
 - The shipment will take around 48 hours to reach the destination.



Terms & Conditions

Falcon Business Resources Pvt. Ltd. hereinafter referred as Falcon & Customer, whose details are given overleaf agree as follows:

1. Falcon would provide customers with mobile phones, SIM cards, data cards, Blackberry connections for short/long term usage at its own discretion, the above would remain sole property of Falcon at all times. The same would have to be returned to Falcon as per the agreement/ as demanded by Falcon.
2. Falcon reserves the right to reject any application at its sole discretion without giving any reason whatsoever to the customer. Any monies paid by the customer shall not create any right in favour of the customer. In addition, Falcon reserves the right to seek/verify financial and other information from Customers/Bankers/Credit providers and such other sources and reserves the right to reject subscription even after activation for any reason without any liability.
3. Customer hereby confirms that he has been given complete knowledge about the mobile services provided by Falcon, its specifications, requirements, limitations etc. and has only thereupon signed this Agreement.
4. Agreement will commence from the date SIM card/mobile phone/data card/Blackberry is issued and the will remain enforceable till the inventory is returned to Falcon & receipt for return is issued to the customer.

Services:

1. The customer will be using various Mobile Phone/Data cards/Blackberry and SIM Cards provided by Falcon for self-usage and will not transfer them to any third party without explicit written consent and authorization by Falcon.
2. The customer is not permitted to use products provided by the Falcon for any antinational, illegal, unlawful, abusive purposes or for sending obscene, indecent, threatening, harassing, unsolicited messages or messages affecting/infringing National interest nor create any damage to risk to Falcon or its Network and/or other Customers. Falcon reserves the right to terminate usage in such an event without assigning any reasons.
3. In case of any loss or misplacement of SIM cards/Mobile phones/Data cards/ Blackberry or any other products provided by Falcon the customer agrees to inform Falcon immediately via Registered Mail/UPC or email. Falcon shall thereafter within reasonable time deactivate the service. The customer will however be liable for any charges incurred on the inventory until its service is deactivated. For any loss/damage customer will compensate Falcon as per market rates determined by Falcon.
4. All the services offered by Falcon are operator/network dependent. Falcon would not be liable for any loss or damage suffered by customer due to not functioning or various mobile solutions provided by Falcon at any point of time.



Service Quality, functionality and /or reliability may be affected or Falcon is entitled to without any liability refuse, limit, suspend, vary, disconnect and /or interrupt the service, in whole or in part at any time at its sole discretion with respect to one/all Customer(s), without any notice, or any reason and/ or due to various factors including but not limited to Government Regulations, Orders, Directions, Notifications, etc including changes thereto. Transmissions limitations/problems caused by topographical, geographical, atmospheric, hydrological, environmental conditions, and /or mechanical conditions and/or such other factors/features/conditions, System(s) changes or capacity limitations, for reasons of up gradations, variations, installations, relocations, repairs, operations and /or maintenance of systems/equipment/ services. To combat potential fraud, sabotage, wilful destruction, etc. for any legitimate business purposes Force Majeure circumstances, act of God, incompatibility with equipment including handsets etc. Any delay of non-payment of any dues, incurring charges in excess of any deposits/credit limits, non-deposit of any increased deposits/ advance(s) or if it appears that usage was exceeding limits/levels expected by Falcon for the type of accounts/customer. If service is used in any manner which violates any laws etc. or adversely affects or interferes with Falcon Services in any manner. Any discrepancy/wrong particulars provided by the customer, Interconnection between Service Providers; DoT/MTNL/BSNL/T2K affects/problems. Breach of any term of this Agreement on the part of the Customer

5. Privacy of communication is not guaranteed and is subject to Government Regulations and such other factors varying from country to country.

6. Falcon does not provide any guarantee/warranty with respect to handsets if sold by Falcon to the Customer.

7. For change /addition/deletion of any features /supplementary services /scheme/plan, customer shall provide the details in writing and be bound by the additional terms thereof. Any change or withdrawal from any supplementary services etc shall not entitle the Customer to any refunds or adjustments of the money already paid or to be billed under the additional terms.

8. Falcon is entitled to change, vary, add, withdraw any services, supplementary services/scheme/plans etc and /vary the charges/prices relating thereto including mobile equipment(s), accessories, etc. at any time in its sole discretion, which shall be binding on the customer. Provision of Supplementary services etc. shall be at an extra charge and on such other/additional terms as are specified from time to time.

9. The customer has understood that different services/schemes/plans chosen by the customer, shall bear different prices /charges/fees and the Terms and Conditions applicable thereto may also be different. The Customer has understood that the SIM Card has to be used in the country specified; any usage outside the specified country, roaming rate shall be applicable as per the network services utilized & will be charged at a premium. All premium services used by customer by the means of SMS, voice, subscription shall be charged at a premium price & vary from region to region, network to network.



Bills and Payment:

1. Bill(s) shall include the airtime charges, access charges, monthly rentals, service tax charges for other services including Supplementary Services and other applicable interest, penalties, fees, charges, govt. levy etc. The respective charges may be added, deleted and or varied by Falcon at its sole discretion from time to time without any notice
2. Bill(s) shall be paid by Customer on or before due date including if they exceed any credit limits. Customer shall also pay such deposit/advance amounts as Falcon may determine from time to time. No monies paid by a customer to Falcon shall bear any interest. Payment in time is the essence of this Agreement.
3. Bill(s) are raised on a monthly basis and are dispatched within five working days of the expiry of the billing cycle. If bills are not received within ten days of the end of the billing cycle, customer shall immediately intimate Falcon and collect the duplicate bill and pay the same on or before due date. If no such intimation is received it shall be presumed that the bill(s) have been duly received by the customer. Any delay in payment shall carry an interest 2% per month computed on full month's delay. Falcon reserves the right to change the timing referred to herein and subject to systems, the billing cycle of any/all customer at anytime in its sole discretion and intimate customer accordingly.
4. In case, any charges are disputed, Customer shall intimate Falcon in writing via Registered Mail/UPC/ courier within seven working days of having received the bill. In case of non-receipt of such information, it shall be presumed that the charges have been fully accepted. Disputes shall be settled amicably.

Pending settlement Customer shall pay the whole amount of the bill including the disputed charges on or before the due date.
5. Any(I) delay in payment of any bill/dues (II) non-payment of any disputed charges pending settlements, (III) dishonour of cheque (s), (IV) dishonour of standing instruction on Credit card may result in deactivation or IMEI blocking, which shall be at the sole discretion of Falcon without any liability. Reactivation shall be the sole discretion, subject to satisfaction of Falcon, and on such other/further terms and conditions as Falcon may specify.
6. Falcon reserves the right to forfeit/adjust interest fee deposit/ amounts/advances/fees etc. against any delayed non-payment of any bill or any amount thereof. Customer shall continue to be liable for the balance payments if any.
7. Falcon reserves the right to increase the amount of deposits/ advances at any point in its sole discretion with respect to any/all Customers which shall carry no interest.



8. Falcon is authorized to charge my Credit Card in single/multiple authorizations/transactions up to the max limit of my full & final bill
9. Falcon reserves the right to apply payments as it deems appropriate.
10. Any increase in taxes and or levy of new taxes, levies, duties etc. shall be borne by/paid by the Customer. Any such increase shall be reflected in the monthly bill.
11. If customer fails to make any payment, Falcon among other things/remedies, is authorized to demand immediate payment thereof from any Credit Provider/Bank Account of Customer.
12. The statements or descriptions of or related to the Service or Mobile equipments by Falcon(s) employees or agents etc. are informational only and are not made or given as a warranty of any kind. No Falcon employee or agent is authorized to make any warranty on behalf of Falcon. Falcon shall not be held liable for any warranty given by any employee of Falcon unless authorized to do so by Falcon.
13. Falcon makes no express or implied warranties whatsoever regarding the service, etc and shall not be liable to the Customer and/or any other person, firm, or body corporate claiming, on behalf of, under or in trust of the Customer. And the Customer hereby waives and agree to continue waiving any /all claims actions for any loss, delays, cost, expenses, fees, judgments, damages, direct, incidental, consequential damages arising related to this Agreement. Further, Customer remains solely responsible for its own negligence, acts or omissions.
14. Written Notice will be considered effectively given to Customer when sent by Registered Mail/UPC/Courier addressed to Customer at his last known address according to Falcon Records.
15. Only Falcon may amend any part of this Agreement, at anytime by giving Customer prior written notice Customer(s) use of service or payment of any bill after Falcon has sent out such copy will constitute Customer(s) agreements to all amendments.
16. Falcon may, without notice, assign /delegate all or part of its obligations, rights, and/or duties under this Agreement, assignment releases Falcon from all its liabilities.
17. The Agreement binds the Customer and whenever and whichever applicable his heirs, executors, administrators, successors, and (permitted) assigns and benefits Falcon and its successors and assigns.
18. Regardless of anything in this Agreement, Falcon's contractual rights and remedies, as well as those available at law or equity, are independent and cumulative. The failure of any part hereto at any time to require performance by the other party of any obligation/ provision of this agreement shall not affect the right of such party to require performance of that obligation/provision, or any waiver by any party of any breach of any obligation/provision of this



Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions, or waiver of the provision itself or a waiver of any right(s) hereunder.

19. If any part of the Agreement is held invalid the remaining provisions will remain unaffected and enforceable, except to the extent Falcon's right or obligations under the Agreement are materially impaired.

20. Customer shall comply with all applicable laws, bye-laws, rules, regulations, court orders, directions and regulatory decisions passed by the Government, a Court/ a Tribunal/ the TRAI. Customer shall fully cooperate with Falcon in providing information sought by any Government agency/ Authority as and when required.

21. The Customer shall comply with all directions / instructions etc. issued by Falcon related to the Network, the Services and any/all matters connected therewith and provide Falcon and all other and further information and cooperation as Falcon may require from time to time.

22. This represents the entire Agreement between Customer and Falcon, as may be modified by Falcon from time to time.

23. All counterpart copies, facsimile and reproductions of this Agreement (and Customer's Signature) in Falcon possession shall be considered the same as the original and shall be fully Enforceable by Falcon.

24. In cases of joint Customers, their liabilities under this Agreement shall be joint and several.

25. The information provided overleaf shall be part and parcel of this Agreement.

26. Customer shall provide such other and further documentary and other information as Falcon may desire from time to time.

27. Customer shall be liable to pay to Falcon all legal and such other expenses as may be incurred by Falcon owing to breach of any/all terms of this Agreement by the Customer.

28. The word He or if shall refer to He, She, It etc. in singular or plural as the context may require and shall include a company.

29. Falcon reserves the right to disconnect and terminate this Agreement without Notice in the event of breach of any/terms of this Agreement by the Customer. As also, if any information provided by Customer is found to be incorrect at any stage, without Notice and without any liability.

30. This Agreement shall be subject to jurisdiction of courts at Delhi only.



31. The customer may terminate the contract within 10 days if hire stated in the agreement and will have to pay the first month's line rental and the market price of the handset applicable in UK. However, if the SIM card is not returned within 30 days of the cancellation an additional 100 pounds will be charged in lieu of the cost of the SIM card.

32. The lock-in period under any tariff plan is minimum 3 months, In case of long term connection.

33. If the customer wishes to change the plans after 3 months he-she will have to pay the difference in the incremental pricing of the handset if any, applicable on the date of signing of the contract(s) wherever applicable.

34. On certain Networks while Roaming; you will be charged for every voice message deposited in your voice Mail box. Customer will be liable to pay the charges wherever applicable.

35. Customer can terminate the agreement by sending the request in writing but shall be liable for all the call charges incurred, monthly rental, early termination fee (as applicable) while the SIM Card is not returned to Falcon. in case of long term connection, if termination takes place prior to 1 year monthly rental as early termination charges

36. The SIM Card/Mobile Handset/ Data Card has to be returned to Falcon within 48 hours of arrival in India from Abroad, unless otherwise specified in writing to Falcon. In case of delay in SIM Cards Return, the customer shall be liable to pay 100 per day, till the SIM card is not returned to Falcon. Also till the asset is in possession of the user the usage liabilities will be of the customer.

37. Usage of International SIM Cards is expressly prohibited in India and the customer agrees to use the international SIM Cards outside India only. Usage of international SIM Cards in India may attract penalty/ levies/ fines and the customer agrees to indemnify Falcon against and such penalty/ levies/ fines.

38. All the pricing indicated above are exclusive of taxes & govt levies. Taxes would be applicable as per guidelines issued by government & would be payable by the customer.

Customer Declaration:

I hereby being the customer authorize Falcon to charge/ Block any amount(s) for bills generated or unbilled amounts & related expenses on account of telecom usage to my above mentioned card(s). These expenses are to be charged to my nominated credit card(s) at the sole discretion of Falcon. This instruction is valid on an ongoing basis. I agree to advise Falcon if my nominated credit card account is cancelled, substituted or not renewed. In such case, I agree to provide alternative payment instructions as specified by Falcon.