

Jio itel A23 Locked Device Offer – Customer FAQ's

1. **What is “Jio itel Locked Device Offer”?**

“Jio itel Locked Device Offer” entitles a Jio Customer to buy itel A23 smartphone models at an affordable price.

2. **What will be the behaviour on Jio network, of an itel smartphone under “Jio itel Locked Device Offer”?**

The behaviour on Jio network, of an itel smartphone will be as follows:

Scenario	Device Behavior
SIM 1 – Jio SIM 2 – Other Operator	The data will work on Jio SIM which will be primary SIM irrespective of slot. The other operator SIM, voice & SMS will work as long as there is an active Jio SIM in other slot.
SIM 1 – Jio SIM 2 – Jio	The data will work on both the Jio SIMs, basis selection.

3. **Will other mobile operators’ SIM work in the itel smartphone under “Jio itel Locked Device Offer”?**

Primary SIM will be of Jio and Data will run only on Jio 4G network. Voice & SMS service can be accessed on any network as long as there is an active Jio SIM in other slot. Both SIM slots support VoLTE.

4. **Can I use two Jio SIMs in the device which comes under “Jio itel Locked Device Offer”?**

You can use two Jio SIMs in the itel smartphone, both the SIM slots are VoLTE enabled. Data will work on one SIM at a time, with the option to swap data on any one SIM.

5. **What is the benefit of buying my new itel smartphone under “Jio itel Locked Device Offer”?**

When you decide to buy your new itel smartphone under this Offer, you will be offered the device at an affordable price. Thus, your new device comes at a price lower than its usual market price.

6. **What is the term of lock period of itel smartphone under the “Jio itel Locked Device Offer”?**

The lock period for itel smartphones is 30 months.

7. **Can I sell my locked itel smartphone to any other customer?**

Yes, the customer will have to use an active Jio SIM in any one of the SIM slots.

8. **Can an itel smartphone under the “Jio itel Locked Device Offer” be unlocked during the lock period?**

No, the itel smartphone cannot be unlocked before the lock period of 30 months.

9. **What are the requirements to enroll under “Jio itel Locked Device Offer”?**

You just need to have an active Jio SIM (prepaid or postpaid) and a valid recharge plan. In case if you don't have a Jio SIM, you can purchase a new Jio SIM from the authorized retailer.

You can visit also your nearest Jio Store, Reliance Digital or Jio retailer to get a new Jio SIM.

To locate your nearest Jio Store, click <https://www.jio.com/Jio/portal/storeLocator>

10. **How many itel smartphones can I buy under “Jio itel Locked Device Offer”?**

Customer can buy one itel smartphone against one Jio SIM, under “Jio itel Locked Device Offer”.

11. Which recharges are applicable for me under the “Jio itel Locked Device Offer”?

You need to have a Jio SIM and recharge with any Jio prepaid smartphone plan or subscribe to any Jio postpaid plan.

12. What if my Jio number doesn't have a valid plan on the device bought under “Jio itel Locked Device Offer”?

You will get recharge reminders from Jio to recharge your Jio number on time. If you do not have valid recharge on your Jio SIM, your device will only be able to make emergency calls and Wi-Fi pairing only to get the device unlocked from server. You will be able to use full features of the smartphone when you perform a valid recharge on your Jio SIM.

13. Will my itel smartphone under “Jio itel Locked Device Offer” continue to work smoothly if I switch to another Jio number?

Yes, you just need to have an active Jio SIM (prepaid or postpaid) with a valid recharge plan.

14. What if I want to use data on another operator network?

For the period, the itel smartphone is under “Jio itel Locked Device Offer”, you will be able to access data only on Jio 4G network.

15. Can I use data over Wi-Fi on device bought under “Jio itel Locked Device Offer”?

Yes, you can access data over Wi-Fi on itel smartphone bought under “Jio itel Locked Device Offer” provided you have a Jio SIM with valid recharge plan in your itel smartphone.

16. Will my locked itel smartphone purchased under “Jio itel Locked Device Offer” work outside India, on voice, SMS, Wi-Fi and data?

Yes, your itel smartphone will work at all locations outside India, provided you have activated International Roaming and have a valid recharge plan on your Jio Number. This will enable you to use voice and SMS services of any operator present at your location of travel.

Further, if you have a valid Jio SIM in your itel smartphone, you can access data over any available Wi-Fi network.

17. How can I opt out of “Jio itel Locked Device Offer”?

You can opt out of the “Jio itel Locked Device Offer” after the expiry of Offer period of 30 months. Please follow the below steps.

Step 1: Open MyJio and click Unlock Device option

Step 2: Upon receipt of message via SMS post successful Unlocking of the device, your device will be un-subscribed within 72 hours.

There are no charges if you decide to opt out of the offer post 30 months.

18. What if my itel device purchased under “Jio itel Locked Device” offer is not working?

The existing policy of itel will apply for all aftersales service requirements. You may reach out to the nearest itel authorized service center for further assistance. To locate itel authorized service center, click on the link <https://www.itel-mobile.com/in/support/service-center-locator/> or contact itel customer helpline number 1800 4190 525 or write to itel.care@transsion.com

JIO ITEL LOCKED DEVICE OFFER
TERMS & CONDITIONS FOR CUSTOMERS

1. Definitions

- (a) **“Active Jio SIM”** means a SIM that is associated with an active subscription to a Jio Network plan by carrying out Eligible Recharge;
- (b) **“Authorised Operator”** shall mean Reliance Jio Infocomm Limited;
- (c) **“Company”** shall mean Reliance Retail Limited;
- (d) **“Customer”/ “User” / “You”** shall mean and include a person who purchases a Network-Locked Eligible Device or otherwise Locks an Eligible Device after purchase and agrees to the terms and conditions required to receive the Offer Benefits, and who is an active subscriber of the Authorised Operator connection (existing or new);
- (e) **“Eligible Devices”** shall mean the mobile devices of Partner Brand model number A23 that You purchased pursuant to these terms and conditions;
- (f) **“Eligible Recharge”** shall mean any available smartphone recharge plan of the Jio Network;
- (g) **“Hard-Locked Device”** means an Eligible Device that is sold in a Locked configuration;
- (h) **“Lock” or “Locked” or “Locked State”** means an Eligible Device that is configured to be substantially inoperable, except with respect to emergency calling and Wi-Fi pairing only to get the Network-Locked Eligible Device unlocked from server during the Offer Period unless such Eligible Device has an Active Jio SIM installed;
- (i) **“Lock Period”** means the period beginning on the date on which an Eligible Device is first configured to be in a Locked State and ending on the expiry of 30 (thirty) months.
- (j) **“MyJio App”** will mean the application owned and developed by the Company and/or its Affiliate(s), in which Customers may administer their account with the Authorised Operator’s network;
- (k) **“Network-Locked Eligible Device”** means an Eligible Device that is a Hard-Locked Device;
- (l) **“Offer”** shall mean the Jio Forever offer made available by Company;
- (m) **“Offer Benefits”** shall mean the benefits accruing to the Customer who purchase Hard-Locked Devices, under the Offer as more particularly provided in Clause 4 below;
- (n) **“Offer Commencement Date”** shall mean the date on which You purchase the Eligible Device,
- (o) **“Offer Period”** shall mean the period between 1st August, 2020 and 30th November, 2020;
- (p) **“Partner Brand”** shall mean S Mobile Devices Private Ltd.;
- (q) **“SIM”** means a subscriber identification module, whether removable or embedded;

- (r) "T&C" shall mean the applicable terms and conditions of the Offer.
- (s) "Unlocked State" means a configuration in which an Eligible Device in Locked State is brought to unlocked/regular operable state.
- (t) "Unlocking" shall mean the process of bringing an Eligible Device from Locked State to Unlocked State.

2. Offer

- (a) This Jio Forever offer is made available by Company to You, should You choose to avail this Offer with respect to any of the Eligible Device, as may be purchased by You.
- (b) The Offer shall be valid for a period of 4 (four) months from the Offer Commencement Date.
- (c) By applying for the Offer, you hereby acknowledge having read, understood and accepted the terms and conditions of MyJio App (the link of the same is given at clause 10(a) below) and the following terms and conditions as being applicable thereto.

3. Eligibility

- (a) You may avail the Offer at the time of purchase of the Eligible Device.
- (b) You hereby acknowledge and agree that, each Active Jio SIM is entitled for the Offer only once.
- (c) You hereby acknowledge and agree that the Offer is being made available to you only upon the condition that you irrevocably and voluntarily agree to and will comply with all of the following:
 - (i) One SIM slot of the Eligible Device shall be locked with the telecommunication services of Authorised Operator and shall remain so locked unless you request for Unlocking the Network Locked Eligible Device in the manner as stipulated in Clause 6 herein-below.
 - (ii) Your usage of the Eligible Device under the Offer shall be conditional upon your availing telecommunication services of the Authorised Operator on the Eligible Device by (a) ensuring that one SIM slot is designated, at all times, as the default SIM slot for data, voice calling and SMS services through Active Jio SIM; and (b) maintaining an active plan of the Authorised Operator through

Active Jio SIM with a minimum Eligible Recharge at all times; ; (collectively “Active Use”);

- (iii) You agree and acknowledge that any failure to ensure Active Use, for a period of 30 days or more on account of (a) the Active Jio SIM is removed from the Eligible Device, or (b) Active Jio SIM becomes inactive; shall result in an automatic disablement of your ability to use the Eligible Device as a whole, including but not limited to any use of the Eligible Device through the second SIM slot, save and except emergency calling. In such situation, You will either (a) reactivate the Jio SIM, or (b) opt for Unlocking the Network Locked Eligible Device post Lock Period.
- (iv) You shall not tamper with or in any manner misuse the Eligible Device, including but not limited to rooting attempts, reverse engineering, unlocking or jail-breaking of the Eligible Device or original firmware(s) or software(s) of the Eligible Device.
- (v) You agree to install and activate all the applications of the Company and its affiliates
- (vi) You agree to data collection by the Company to improve the network and app performance
- (vii) You allow and shall continue to allow all the applications of the Company and its affiliates, to access your Eligible Device’s mobile data including but not limited to its contacts, gallery, camera, location.

4. Offer Benefit

- (a) Should you choose to avail the Offer at the time of purchase of the Eligible Device, you will be entitled to and receive the benefits as to the relevant Offer.

5. Mobile Number Portability (MNP)

- (a) Customer who purchases an Eligible Device, and do not have an Active Jio SIM, who is prepaid customer of existing telecom service provider and who is eligible and wishes to do Mobile Number Portability (MNP) from his/her existing telecom service provider to the Authorised Operator, to avail the Offer Benefits, he/she shall have to complete the journey of MNP.

- (b) Customer will be provided with a SIM of Authorised Operator at the time of purchase of the Eligible Device.

6. Unlocking of Network Locked Eligible Device

- (a) If you intend Unlocking of the Network Locked Eligible Device, you may do so only after the Lock Period subject to your following the process provided in Clause 8 below.
- (b) For Unlocking the Network Locked Eligible Device from Locked State after the Lock Period, the Customer will have to make a request for Unlocking the Network Locked Eligible Device through MyJio App. Till the time the request is made, the Network Locked Eligible Device will remain in Locked State

7. Use of Eligible Device

- (a) You acknowledge that the Eligible Device is provided to you with such warranty, servicing and other applicable terms and conditions as may be made available by Partner Brand to you, and the Company and/or Authorised Operator shall not, in any manner, be responsible or liable therefor, including but not limited to your use of the Eligible Device in accordance with the terms and conditions of this Offer.
- (b) You acknowledge that your use of the telecommunication services of the Authorised Operator shall be subject to your compliance with the terms and conditions as specified in the customer application form ("CAF") executed by you, for the purposes of availing such services. Wherever relevant, the terms and conditions of the CAF shall be read concomitantly with this Offer and shall form an integral part of this Offer.

8. Unlocking Process

- (a) Customer shall use the MyJio App on his/her Network-Locked Eligible Device to configure the Network-Locked Eligible Device in the Unlocked State, by following the step-by-step process as guided by the MyJio App.
- (b) Customer shall provide his/her consent on MyJio App, to configure his/her Network-Locked Eligible Device from the locked State to the Unlocked State.

- (c) Customer shall receive confirmation in the form of SMS/ on his/her mobile number attached to the MyJio App, about the Unlocking status of the Eligible Device,
- (d) Eligible Device will be configured to Unlocked State within 72 (seventy-two) hours.

9. Limitation of Liability:

- (a) You acknowledge and agree that neither the Company nor the Authorised Operator, including any of their affiliates and/or associates, shall be liable to you for any indirect, incidental, special, consequential or exemplary loss or damages, howsoever arising, including loss of data.
- (b) Neither the Company nor the Authorised Operator, including any of their affiliates and/or associates, make any representations about the Eligible Device including the suitability, compatibility, reliability, availability, timeliness and accuracy of the information, software and services and related graphics contained on the Eligible Device for any purpose whatsoever.

10. General Terms & Conditions of Offer

- (a) User should have MyJio App on his /her Eligible Device. MyJio App terms and conditions available at [Click here](#).
- (b) Authorised Operator will record the IMEI number of the Eligible Device of the User.
- (c) This Offer is with the Eligible Device and benefit can be availed by any User using the Eligible Device during Offer Period.
- (d) The User also needs to be an adult citizen of India. The Offer is available only to individuals. Participation in the Offer by Users is on a voluntary basis.
- (e) The benefits of this Offer are non-transferable, non-convertible and non-encashable.
- (f) Two or more such schemes or promotions cannot be clubbed together. This Offer cannot be used in conjunction with any other alternative scheme or promotion of a similar nature.
- (g) This Offer, directly or indirectly, is not a lottery.
- (h) By participating in this Offer, the User agrees to receive promotional messages and alerts under the current Offer and upcoming offers from Authorised Operator, as it may in its sole and absolute discretion decide, notwithstanding User's registration in the National Do Not Call registry.
- (i) Company reserves the right to cancel/withdraw or modify this Offer at any time, without any prior intimation or whatsoever, however the benefits accrued to the User on or prior to the cancellation/withdrawal/modification of this Offer, shall not undergo change. If Company modifies this Offer, it will post a notification with details about the modification on www.jio.com. Company and/or Authorised

Operator will have no liability in the event it decides to discontinue this Offer at any time or stage. The Users participating in the Offer acknowledge Company's right to discontinue this offer at any time at its sole discretion.

- (j) **DISCLAIMER OF LIABILITIES:** Company makes no representation that this Offer is available for use in any particular location. To the extent the User chooses to avail/participate in this Offer, the User does so at the User's own initiative and discretion and the User will be responsible for compliance with all applicable laws, including but not limited to all applicable local laws. In no event will Company be liable for the removal of or disabling of access to the Offer. Company may also impose limits on the use of or access to the Offer, in any case and without notice or liability. Under this Offer, Company and Authorised Operator's responsibility shall only be limited to provide services as per the tariff plan selected by the User. Any claims, issues, damages or losses with regards to the Eligible Device will be the sole liability of the Partner Brand. Company and/or Authorised Operator will not have any responsibility related to the Eligible Device. The User hereby expressly agrees to avail the Offer at the User's sole risk.
- (k) By participating and registering under this Offer, the User has hereby agreed to these terms and conditions of the Offer.
- (l) This Offer is subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Company and/or Authorised Operator.
- (m) This Offer is subject to guidelines/directions/regulations/orders/instructions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- (n) Failure by Company to enforce any of the terms and conditions of the Offer in any instance shall not be deemed to be a waiver of those terms and conditions of the Offer and shall not give rise to any claim by any person.
- (o) By participating and registering under this Offer, User authorizes Company to collect the User's personal information including name, address and mobile number etc. and share with Partner Brand so as to enable the User to avail the Offer. The User's personal information will be stored and processed in accordance with 'Company Privacy Policy' which is available at www.jio.com.
- (p) In case of any queries/issues regarding this offer, please contact Company's Customer Care at 18008909999 or write to care@mylyf.com.
- (q) **Indemnity:** By participating and registering under this Offer, the User(s) agrees to indemnify, defend and hold harmless Company and Authorised Operator, their directors, officers, employees, agents and/or its affiliates from any loss, claim or damages including reasonable attorney's fees that may occur to Company and Authorised Operator due to breach of any terms and conditions mentioned herein.
- (r) **SEVERABILITY:** If any part of these terms and conditions are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

- (s) Any dispute arising out of and related to the Offer shall be referred to the sole arbitrator to be appointed by Company. The place of Arbitration shall be Mumbai. The language of arbitration shall be English. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 (as amended from time to time). The User shall bear all the cost of such arbitration. The Offer shall be governed by the applicable laws of India and shall be subject to exclusive jurisdiction of courts at Mumbai.
- (t) The User agrees that he/she has read, understood and voluntarily agreed to the T&C mentioned and stated herein