

Terms and Conditions

The terms and conditions mentioned herein shall form part of the CAF signed by you and shall be binding on you.

1. DEFINITIONS

I. "Account Balance" shall mean the current available amount in Your Account.

II. "Account Statement" shall mean a statement of transactions completed within a given time period which may be made available to You on a periodic basis, by a method determined by IndependentTV and at a cost as may be determined by IndependentTV.

III. "Authorities" shall mean the Government of India, Ministry of Information and Broadcasting, Telecom Regulatory Authority of India (TRAI), Telecom Dispute Settlement Appellate Tribunal (TDSAT), relevant State Government or other statutory and local authorities, tribunals, etc. as the case may be.

IV. "Authorized Representative" shall mean a person who is aged 18 years or above authorized by you to act for and on behalf of you.

V. "Charges" shall mean and include fees, charges, rates, taxes, cess, levies, penalties, fines for providing the Services, Installation, IndependentTV Hardware and associated services to the Subscribers pursuant to your enrolling for subscription to the Services as per the rates set out in the tariff published by IndependentTV from time to time.

VI. "Commercial Establishments" shall mean any establishment used for the purposes of trade & commerce.

VII. "IndependentTV" shall mean IndependentTV Communications Infrastructure Limited (RCIL), IndependentTV and affiliates. RCIL shall be responsible for providing IndependentTV Hardware (other than Smart Card), Installation and maintenance of Your Account including sale of Recharge

Voucher and collecting moneys from You by debits to Your Account for all services provided by IndependentTV. RBT shall be responsible for providing Direct To Home Television services to You including provision of Smart Card to view the Services, under license issued to it by the Government of India, as amended from time to time

VIII. "Content" shall mean any scheduled programming channel, platform Service and any other programming Services that IndependentTV may offer you as part of any Package.

IX. "Correspondence Address" shall mean the address stated by you in the CAF, modified as permitted by IndependentTV, where account statements and other correspondence will be sent by IndependentTV, if required.

X. "Covered Fault" shall mean the Faults in the Hardware and Installation except as excluded in the warranty section of this Terms and Conditions.

XI. "Day" shall mean the 24-hour period from 12 midnight to 11.59pm as per Indian Standard Time.

XII. "Force Majeure Event" shall mean any reason or cause beyond the control of IndependentTV including but not limited to Act of God including fire, flood, windstorm, heavy rains or other natural disaster; failure of communications, equipment, machinery; transmission limitations/ problem caused by topographical, geographical, atmospheric, hydrological, environmental conditions and/or such other factors/features/conditions, system(s) changes or capacity limitations for reasons of upgradation, variations, installation, relocations, repairs, operation and/or maintenance of systems/equipments/the Service; revocation of IndependentTV's DTH license; breach of contract by any content and /or technology partner(s) of IndependentTV; any changes done by Content Provider in the Content; threat to the security of IndependentTV Personnel (including the Technician); theft tampering with or damage to IndependentTV property or facilities.

XIII. "Grace Period" shall mean the period allowed by IndependentTV, if any, starting from the notified due date until the date Your Account is deactivated for failure to maintain the Minimum Account Balance.

XIV. "Hardware" shall mean all equipment, specifically authorized by IndependentTV to receive the Service of IndependentTV Big TV, including Smart card, Remote Control, Dish, Set Top Box, Low Noise Block Converter

XV. "Helpline" shall mean IndependentTV's Call Centre.

XVI. "Initial Installation" shall mean the first Installation that takes place in order to activate the Service.

XVII. "Installation Address" shall mean the residential address in the Republic of India set forth in the CAF at which the Services are installed or any new residential address in the Republic of India to which you transfer the Service in accordance with the applicable law.

XVIII. "Installation" shall mean any Installation repair, maintenance, relocation or removal of any Hardware by a Technician at the Address provided by RCIL.

XIX. "Law" shall mean all applicable statutes, enactments, acts of legislature or Parliament, Laws, ordinances, rules, by-Laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government authority, tribunal, board or court including, without limitation, the guidelines issued by the Telecom Regulatory Authority of India and the Ministry of Information and Broadcasting – Government of India.

XX. "License Agreement" shall mean the license granted by Ministry of Information and Broadcasting to maintain and operate DTH platform.

XXI. "Minimum Account Balance" shall mean the Subscription Fee required to cover at least 1 month (or such other period of time as may be specified by IndependentTV from time to time) of subscription to Services chosen by You and any Charges to Your Account.

XXII. "Multi Dwelling Unit"/"MDU" shall mean a unit situated in a building with multiple floors with single or multiple units on each floor.

XXIII. "Multiroom Subscription" shall mean a Subscription option which allows you to use more than one Set Top Box, in addition to the first Set Top Box, under the same Subscriber ID and in the same Installation Address of the Unit.

XXIV. "On Demand Services Event" shall mean any movie, programme or other event which may be ordered by you.

XXV. "Package" shall mean any Package of Content which may be offered by IndependentTV, in its discretion and selected by you from time to time as part of the Service.

XXVI. "Public Area" shall mean i) any location open or accessible to the public without payment of an entrance or access fee including but not limited to bars, restaurants, hospitals, lobbies, waiting lounges and schools, and / or ii) any location where an admission fee is charged, and/or iii) Public Areas of any hotels or motels including but not limited to lobbies, restaurants and waiting lounges.

XXVII. "Recharge Voucher" shall mean a paper or electronic voucher, which is a medium for you to pay for the Service, Installation, IndependentTV Hardware and / or any other dues to IndependentTV. This may be called by various names like Recharge Coupon, Refill Coupon, Recharge Card, Refill Slip, etc.

XXVIII. "Registered Telephone Number" shall mean the Indian telephone number declared on the CAF by you.

XXIX. "IndependentTV Hardware" shall mean the Hardware which is owned by IndependentTV

and provided to you to avail the Services. Such hardware is provided only to access the Services and IndependentTV retains possession and control of the same. Such hardware shall be installed at the installation address, which shall be deemed to be IndependentTV premises for the purpose of installation.

XXX. "Service" shall mean the DTH broadcasting service provided by IndependentTV in India including any Packages, On Demand Services, ala carte channels provided by IndependentTV Big TV Ltd.

XXXI. "Set Top Box" shall mean a satellite receiver authorized by IndependentTV to be used by you with IndependentTV's digital conditional access system.

XXXII. "Smart Card" shall mean a digital conditional access system device provided to you by RBT which ensures that only authorized channels are available for you to view.

XXXIII. "Subscriber" shall mean you and/or any person who agrees to the Terms and Conditions for availing IndependentTV's Services.

XXXIV. "Subscription Fee" shall mean the payment due from you to IndependentTV from time to time for you to receive the Service.

XXXV. "Technician" shall mean the person who is authorized by IndependentTV to perform the Installation and after sales service.

XXXVI. "Terms and Conditions" shall mean this Terms and Conditions form & the Work Order as may be modified and amended from time to time by IndependentTV.

XXXVII. "Unit" shall mean any household premises used for non-commercial domestic purposes.

XXXVIII. "Get Started Kit" shall mean the kit bought by you at the time of delivery of the Hardware.

XXXIX. "Work Order" shall mean any form signed in connection with an Installation of Hardware.

XL. "Your Account" shall mean your personal account with IndependentTV for carrying out all transactions.

XLI. "Your ID" shall mean the unique identification code issued to you for purposes of accessing Your Account, at the specified address.

2. CUSTOMER APPLICATION FORM (CAF)

2.1 By submitting a duly signed and complete CAF You acknowledge that You are fully informed about the Service, have read, understood and agree to be bound by all provisions of the CAF and these Terms and Conditions and have only thereupon opted to subscribe to the Service. No change by you to any information in the CAF is valid, unless communicated to IndependentTV by you in writing and the same is acknowledged by IndependentTV.

2.2 Unless you provide a duly signed and complete CAF and Work order with the necessary documents to the Technician at the time of Installation, the Service will not be activated.

2.3 IndependentTV, reserves the right to reject, in whole or in part, any CAF form for any reason.

2.4 It is clarified that you shall be entitled to receive the Services only at the address provided by you in the CAF.

2.5 You warrant and represent that you or Your Authorized Representative has achieved the age of majority, and is otherwise competent to sign the CAF. Any breach of this section shall be grounds for termination of the Services by IndependentTV.

2.6 You further acknowledge and agree that by taking any actions or allowing any actions to be taken on Your behalf by Your Authorized Representative under this Terms and Conditions, including without limitation, choosing a Package, accepting the Service and utilizing Recharge Vouchers, You are accepting to be bound by the terms and conditions of the CAF

2.7 You shall indemnify and hold IndependentTV harmless, its affiliates, contractors, distributors and the respective officers, employees and agents of the foregoing against any and all claims, lawsuits, demands, actions, costs liabilities, judgments, losses, damages and expenses (including legal expenses of a solicitor) which arise out of or relate to any acts or omissions by You, including any breach by You of the Terms and

Conditions or the use or misuse of the Service by You or anyone using Your Account.

2.8 IndependentTV reserves the right, without any liability whatsoever to You, to interrupt, suspend, deactivate, cancel, modify or refuse to provide the Service or any part of the Service,

- a) If IndependentTV determines, at its discretion, it is necessary under any Law;
- b) Due to a failure or degradation of any facilities, equipment or systems used to provide the Service;
- c) To combat any acts of piracy, fraud or misuse of the Service;
- d) Due to Force Majeure or any act beyond its control; and
- e) For any legitimate business purpose.

In the event of an interruption, suspension or deactivation of the Service, IndependentTV may, at its discretion, reactivate the Service subject to any conditions that IndependentTV may stipulate from time to time.

3. TERM

The terms of the CAF will commence upon activation of the Service & will remain valid, subject to applicable terms & conditions.

4. SERVICE

4.1 The Service will be provided to you in accordance with the Law.

4.2 IndependentTV will provide the Service only for the purpose of your private noncommercial

use, enjoyment and home viewing at your address and therefore you will not use the Service or any part of it for any other purposes.

4.3 The Service may not be viewed in areas open to the public or received by Commercial Establishments.

4.4 IndependentTV shall be entitled to inspect the address premises, without prior notice and during reasonable hours permitted under the Law to verify Your

compliance with the Terms and Conditions and the intellectual property rights of any party and, in connection with such inspection, to take photographs and gather documents, materials, equipment or other information necessary as proof of any violation of this CAF or intellectual property rights of any party. In the event that IndependentTV detects any violation of the terms of any intellectual property rights utilizing fingerprinting or other mechanism or system, the same shall be acceptable to and uncontested by You as conclusive proof of any such violation.

5. PACKAGES

5.1 You must subscribe to any one of the Packages in order to avail the Service and to receive On Demand Services

5.2 Modifications:

You may at any time request to add, drop or replace a Package through IndependentTV's Helpline. IndependentTV shall give effect to the request subject to adherence to Minimum Account Balance, minimum period of subscription charges for modification and such other terms as may be stipulated by IndependentTV from time to time.

5.3 IndependentTV reserves the right, at any time, without prior notice and without any liability to you to do the following:

- (i) Replace or otherwise withdraw Packages or Content,
- (ii) Change or reduce the number of hours of any Content,
- (iii) Blackout any Content,
- (iv) Modify the prices for the Service or any part of the Service.

5.4 You acknowledge and agree that the Content provided by IndependentTV as part of the Service is being supplied by other parties and availability and quality of Content is beyond its control.

5.5 IndependentTV reserves the right to refrain from providing to You any Content in the interest of national security or in the event of emergency/war or

similar situation or if the Content is anti-national, promotes political/religious propaganda, is against public policy, is banned or restricted from being distributed under any applicable Law or IndependentTV otherwise determines that it is objectionable or obscene or is derogatory to any person or class of person, hurts the religious sentiment of any religious group or infringes the privacy rights of any individual(s) or is not in the interest of IndependentTV's Subscriber or the general public.

6 ON DEMAND SERVICES

6.1 On Demand Services must be subscribed to and cancelled as per the time limits specified by IndependentTV from time to time.

6.2 You are not authorized to receive any On Demand Services automatically. If you subscribe to any on demand services, such subscription will be subject to the terms specified by IndependentTV from time to time.

6.3 If your subscription has been deactivated or cancelled, you are not eligible to subscribe to or watch an On Demand Service Event. To subscribe to On Demand Services, You must have the minimum Account Balance.

6.4 Once the On Demand Services Event has commenced, you will not be entitled to cancel it and no refund will be given.

7 INSTALLATION

7.1 You need to call the Helpline in order to schedule the Installation. Installations will take place at a mutually convenient time and IndependentTV will make reasonable efforts to arrange for a Technician to perform any Installation on the time and date requested by you.

7.2 Prior to scheduling the Installation, You need to obtain the necessary permission(s)/authorization(s) required for Installation at the address including the requisite permission(s)/authorization (s) to access any common (or third party) property for the purpose. You shall be solely responsible for resolving/addressing any and all third party objections to

the Installation at the address. You will be responsible for the safety and security of the IndependentTV Hardware. You must ensure that IndependentTV can safely access the address and any common (or Third Party) property and carry out the Installation in a safe and peaceful manner. Installation at the address is subject to your fulfillment of the requirements of this clause.

7.3 Installation at the address will be carried out only in your presence or Your Authorized Representative. You should furnish a copy of a valid address proof (i.e. Voters' ID, Ration Card, Bank Pass Book/Statements or passport) and /or a valid photo identification proof (i.e. Voter ID, Driver's License, Photo Credit Card or passport) at the time of Installation failing which the Services of IndependentTV are likely to be suspended.

7.4 You will be charged for all Installations at IndependentTV's prevailing rate schedule. Any charges towards Installations shall be debited to Your Account by IndependentTV.

7.5 By fixing the date and time of Installation and submitting a signed work order, You indicate that You are in agreement with the drilling, cabling and other work involved in the Installation.

7.6 You are responsible for the cost of any third party services and materials that may be necessary in connection with the Installation (for example, plumber or electrician).IndependentTV will inform you in advance if those services are required. The IndependentTV is not responsible for actions of any such third party.

7.7 IndependentTV reserves the right to charge You and debit Your Account if the Technician has visited and the Installation has not taken place because:

i)any necessary permission(s)/ authorization(s) have not been obtained or are withdrawn; or ii)You or Your Authorized Representative are not present at the appointment time; or iii)You have failed to furnish a valid

address proof and/or photo id, if required ;or iv)of a lack of authorized third-party Services and materials required for Installation; or v)of any other Force Majeure Event.

7.8 In the event you wish to change the Installation Address, or reschedule the Installation time, you will inform IndependentTV by contacting the Helpline at least forty-eight (48) hours prior to the scheduled installation time.

7.9 IndependentTV shall not be liable to You in any manner whatsoever if the Installation has not been performed or cannot be performed because:

i)any necessary permission(s)/authorization(s) have not been obtained or are withdrawn; or ii)You or Your Authorized Representative are not present at the appointed time; or iii)You have failed to furnish a valid address proof and /or photo ID, if required for Installation ; or v)of any other Force Majeure Event.

7.10 IndependentTV will consult you on the matters regarding Installation. However, IndependentTV shall have the final decision on all Installation matters.

7.11 IndependentTV shall not be responsible or liable to you for interruption, disruption, deactivation of Service after initial Installation on account of any Force Majeure Event.

8. RELOCATION TO NEW ADDRESS

8.1 If you want to relocate the Service to a new address, you must notify IndependentTV immediately and book an Installation. IndependentTV cannot guarantee that the Installation can be performed or that you will be able to receive the Service at the new address. Installation at the new address will be carried out only in the presence of you or Your Authorized Representative.

8.2 For an Installation at a new address, the existing warranty for the Hardware will continue to be valid for the remainder of the warranty period.

8.3 IndependentTV reserves the right to deactivate the Service in case the Hardware

is moved from the address and installed at an alternative address without its authorization. In such a case, any remaining warranty on the Hardware and Installation will be invalidated.

8.4 Installation at a new address will be subject to your fulfillment of the conditions laid down for Installation refer section 7.

9. PRICING, BILLING PROCESS AND PAYMENTS

9.1 You will be required to pay for the Service in advance and any Installation / charges for IndependentTV Hardware on a pre-paid basis, unless otherwise informed by IndependentTV.

9.2 All payments due to IndependentTV including charges for Service, Installation and / or IndependentTV Hardware will be debited through Your Account on a periodic basis, unless otherwise informed by IndependentTV.

9.3 You are authorizing IndependentTV to automatically charge Your Account for the Subscription Fee and for any other payments or Charges incurred by you on the due date for such amounts.

9.4 The Service may be made available to you during the Grace Period. Prior to the expiry of any applicable Grace Period, You will be required to maintain a minimum Account Balance in Your Account.

9.5 You may increase Your Account Balance by using Recharge Vouchers or by any other payment method, as notified to you by IndependentTV.

9.6 Your Account Balance is non-transferable.

9.7 Recharge Vouchers are not valid after the applicable expiry date. The validity period, denomination, and other terms and conditions mentioned on the Recharge Voucher shall be binding on you and/or the Subscriber. The Recharge Voucher once purchased cannot be refunded and no refund of residual value shall be made.

9.8 Unless otherwise specified by IndependentTV, You are responsible and liable for payment of all taxes, duties, levies and Charges imposed by or under any

Laws in connection with the Service.

9.9 Without prejudice to its right to deactivate and cancel the Service, IndependentTV reserves the right to charge interest at the rate of 2% per month or the maximum rate permitted by Law on any past due amounts.

9.10 You shall not be entitled to any discounts, credits or refunds unless expressly authorized by IndependentTV.

9.11 All taxes present and future and any other additional cuss/ duty levied by the authorities shall be on account of the Subscriber.

10. SMART CARD

10.1 The Smart Card and the IndependentTV Hardware will at all times remain the property of IndependentTV and shall be returned to IndependentTV on deactivation or cancellation of the Service.

10.2 Your possession of the Smart Card does not mean you have the right to receive the Service.

10.3 You shall possess only one Smart Card per Set Top Box.

10.4 If the Smart Card is lost, stolen or damaged, you must contact IndependentTV immediately. IndependentTV reserves the right to charge you for all losses, damages and costs accrued to or incurred by IndependentTV for any unauthorized use and replacement of the Smart Card.

10.5 IndependentTV may from time to time, for any reason, replace the Smart Card. In such cases, you will cooperate with IndependentTV in the replacement of any Smart Card .IndependentTV will notify you of the details for the process of replacing the Smart Card

10.6 You must not take the Smart Card out of the Set Top Box .You must not allow anyone else to otherwise tamper with or use the Smart Card and the Set Top Box or in any manner IndependentTV does not specifically authorize.

10.7 Each Smart Card is compatible with only one Set Top Box and cannot be used on any other Set Top Box.

10.8 If you transfer the Smart card without IndependentTV's prior written consent, IndependentTV reserves the right to cancel the Services.

10.9 In order to receive an uninterrupted Service, You must keep Your Smart Card in Your Set Top Box and Your Set Top Box must be connected to a main power supply and dish and kept at the standby mode when not in use.

10.10 You must allow IndependentTV to update the software in the Set Top Box by sending signals to Your Set Top Box.

10.11 IndependentTV will deactivate the Smart card if it is necessary to protect the security of its system or any other part of the Service or if IndependentTV believes You are using the Smart Card in ways which are not authorized, or where IndependentTV otherwise believes it is reasonable to do so.

10.12 You shall return the Smart Card to IndependentTV immediately upon

i) Deactivation or cancellation of Your Service and/or the termination of the CAF for any reason whatsoever;

ii) Replacement of the Smart Card by IndependentTV.

10.13 You may use the Smart Card and the Set Top Box only in the manner prescribed in this Terms and Conditions. You cannot use the Smart Card and /or the Set Top Box in any manner or for any purpose not specifically prescribed herein.

10.14 You must not allow any other person or entity to use the Smart card and /or the Hardware, including the Set Top Box in any manner and for any purpose whatsoever.

11. HARDWARE

11.1 IndependentTV does not guarantee or warrant that the Hardware will be fault free outside the applicable warranty period specifically provided herein.

11.2 You must keep IndependentTV Hardware in good and useable condition at all times (fair wear and tear excepted) until returned to or collected by

IndependentTV.

11.3 You agree that IndependentTV may, at any time after deactivation or cancellation of the Service, remove the IndependentTV Hardware from the address.

11.4 Only IndependentTV can authorize the Installation, removal, repair, or maintenance of the Hardware.

11.5 You must not remove any marking that identifies the IndependentTV Hardware as belonging to IndependentTV.

11.6 All IndependentTV Hardware shall at all times remain the property of IndependentTV

and ownership cannot be transferred. The IndependentTV Hardware cannot be moved from the address without its prior written consent, for any purpose whatsoever. For whatever reasons it may be IndependentTV Hardware installed at the Installation Address cannot be transferred, mortgaged or disposed off by you.

12 ACCESS TO YOUR ACCOUNT

12.1 You agree to provide true, accurate, current and complete information about yourself and promptly update your contact information.

12.3 In the event calls are not from the Registered Telephone Number, You will be asked for identification verification in accordance with a verification process.

12.4 You are responsible for maintaining the confidentiality of Your ID and are fully responsible for all activities that occur relating to Your ID.

12.5 You are responsible for all activities that take place under Your Account, including activities which result from calls made from the Registered Telephone Number and all activities of Your Authorized Representative.

12.6. In case you require an account statement for any period, you can request for the same. IndependentTV reserves the right to charge you and debit your subscription account for such requests.

12.7 You consent to the monitoring and recording of your telephone calls to the

Helpline to ensure that all such calls are handled with expedition, efficiency and courtesy.

13 DEACTIVATION AND CANCELLATION

13.1 Your Service will be deactivated by IndependentTV if:

a) You fail to maintain a minimum Account Balance at the end of the Grace Period; or

b) You cancel the Service at any time after the expiry of the minimum period of time that you are required to subscribe to Your Package.

13.2 IndependentTV reserves the right to deactivate or cancel Your Service if any time any license; permission or authorization necessary for IndependentTV to operate the Service (including its DTH license) is revoked.

13.3 IndependentTV may cancel Your Service at any time if, in its sole discretion, IndependentTV determines that you:

a) Are in breach of any provision of the CAF.

b) Have acted in a manner contrary to these Terms and Conditions,

c) copy, redistribute, relay, re-broadcast ,or transmit the Service in an unauthorized manner or otherwise allow the interception of the Service by any equipment which would allow for its distribution or redistribution from the address to any neighbouring premises, cable operator or any other person or entity or IndependentTV suspects that You are copying redistributing, relaying, rebroadcasting, or transmitting the Service in an unauthorized manner or otherwise allowing the interception of the Service by any equipment which would allow for its distribution or redistribution from the address to any neighbouring premises ,cable operator or any other person or entity,

d) Permit or allow the viewing of content certified for adult viewing by minor/s,

e) Use the Service or any Hardware or related facilities for transmitting

objectionable content, messages or communications or for anti-national activities,

f) Sell or make any changes for the viewing of the Service,

g) Show or permit the viewing of the Service in public to an audience, even if no charge is made,

h) Use in any manner whatsoever any of IndependentTV trademarks, or

i) The Smart card and /or the Set Top Box and /or Hardware provided to you under these Terms and Conditions is found outside the territory of India; or in the possession of any third person/entity other than Your Authorized Representative; or is being used in a manner or for a purpose which not prescribed, authorized or permitted hereunder.

13.4 Any deactivation or cancellation of the Service hereunder will be applied to all Smart cards covered under Your Account.

13.5 Any deactivation or cancellation of the Service shall mean and be effected by deactivation or cancellation of the Smart card

13.6 In case of a cancellation, IndependentTV reserves the right to forfeit any available balance in Your Account.

13.7 In case of a cancellation, IndependentTV reserves the right to terminate the CAF and require you to return the Smart card and IndependentTV Hardware to IndependentTV.

13.8 The terms and conditions set out in clauses 11, 17, 18, 19, 20 and 21 will continue to apply after the termination of the CAF.

13.9 If you breach the provisions of this CAF You agree that:

a) IndependentTV or any affected party may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction and under any applicable Laws.

b) IndependentTV may prevent you from carrying on any such unauthorized activities by any means available under applicable Law, including by

preventing you from receiving the Service, and

c) For any act committed by You in relation to the Service amounting to an offence under copyright and /or any other Law, You shall pay IndependentTV such amount(s) as directed by IndependentTV.

14 ANTI-PIRACY MEASURES

14.1 Notwithstanding anything contained in this Terms and Conditions, IndependentTV shall be entitled, at all times, to employ such measures for the detection of piracy and/ or other unlawful activities with respect to the Service as IndependentTV deems fit, including but not limited to, finger- printing or any other mechanism or system deployed by IndependentTV and /or third parties authorized by IndependentTV for this purpose.

14.2 Your usage of the Services shall be closely monitored for activities resulting in a breach of the terms of this CAF and /or the intellectual property rights of any party and /or violation of any Law. In the event of a suspicion/detection of misuse of Your subscription by IndependentTV, IndependentTV shall be entitled to take such action as IndependentTV deems appropriate to curb such misuse , including deactivation and/or cancellation of Your Service and other civil and criminal sanctions as provided under the Law.

14.3 IndependentTV shall not be liable to You for any bona fide action (including deactivation and /or cancellation) taken by IndependentTV to protect the intellectual property rights of any party and /or check other unlawful activities in relation to the Service, even if such action is based on information (whether generated by IndependentTV or provided to IndependentTV by authorized third parties) which is later proved to be incorrect.

15 REACTIVATION

15.1 IndependentTV reserves the right to reactivate any deactivated Subscriber Account in its sole discretion.

15.2 After reactivation upon recharge, the Subscription Fee for any viewing

during the Grace Period will be charged to and debited automatically from Your Account.

15.3 IndependentTV reserves the right to charge a reactivation fee and debit Your Account for such fee.

16 WARRANTY

16.1 IndependentTV will provide you with a warranty on the IndependentTV Hardware as per

the warranty provided by the manufacturer. ("Warranty Period") and there shall be no other warranties with respect to connectors, cables, anchor bolt, P-clip, cable, etc.

16.2 Under the Warranty Period, IndependentTV may fix any Covered fault without any charge to you.

16.3 The warranty shall not cover any:

- a) IndependentTV Hardware fault subjected to any Installation or other works by any person other than an authorized Installation by a Technician.
- b) Any software or firmware provided by IndependentTV.
- c) With respect to services performed by IndependentTV or any of its representatives.
- d) Faults due to exposure to adverse environmental conditions including excessive moisture and excessive temperatures.
- e) Accidental or deliberate damage by anyone.
- f) Defect in the IndependentTV Hardware due to any unauthorized or improper use, replacement ,removal, modification, alteration, tampering, negligence or failure to follow IndependentTV's instructions as set out in the Terms and Conditions, any user guides authorized by IndependentTV and other materials authorized by IndependentTV which are provided to You from time to time.
- g) Force Majeure.
- h) IndependentTV Hardware on which the serial number or other applied and identifying labels have been removed, defaced or altered or cosmetic

damage.

- i) Installation for any parts provided or Services rendered by any third party during or after the initial Installation process.
- j) Damage or faults arising due to defects or faults in the property at the address of the Installation.
- k) Damage arising to Your property at the address of Installation which is caused by an act of omission, commission or negligence by You or any other third party Service provider; and
- l) IndependentTV Hardware or Installation, in case the IndependentTV Hardware is moved from the address.
- m) It is clarified that IndependentTV will only provide warranties to the extent the same are made available to it by the manufacturer of the Hardware.

16.4 After the expiration of the warranty period, IndependentTV does not have any obligation/liability to you if there is any defect in the IndependentTV Hardware or the initial Installation.

16.5 IndependentTV reserves the right to charge for any service call by a Technician and resulting Installation which does not relate to a covered fault or which takes place after the warranty period in accordance with the applicable rate card and debit such amounts from Your Account.

16.6 The warranty provided for under this section is not assignable.

16.7 To report a covered fault, you may call the Helpline or contact IndependentTV by any other method that IndependentTV may provide from time to time.

16.10 IndependentTV shall have the right to unilaterally modify any of the warranty conditions specified in this section.

16.11 Except as expressly stated in the Terms and Conditions, IndependentTV makes no other warranty or representation, either express or implied, regarding any Installation or IndependentTV Hardware or the Service. All warranties or representations, including implied warranties of merchantability and

fitness for a particular purpose, title and non-infringement, are disclaimed.

16.12 Applicable warranties on any IndependentTV Hardware and Installation will be valid only if the Technician completes the initial Installation as indicated by a duly completed work order.

17. DISCLAIMER

17.1 IndependentTV shall not be liable to you for any damage to property or person that may take place during or in connection with any Installations and Your use of the Hardware.

17.2 IndependentTV shall not be liable to you for any act or omission on your part.

17.3 IndependentTV shall not be responsible for any consequential or indirect damages or losses relating to the Hardware, Service, or any Installation, whether based on negligence or otherwise. Regardless of the cause, its total liability for any proven direct damages or losses to you and anyone else will in no event exceed the amount that you have paid to IndependentTV for the Service during the three-month period immediately prior to the specific event that gave rise to such damage or loss.

17.6 IndependentTV shall not be liable for any act omission of any third party.

17.7 IndependentTV shall not be liable for any transmission limitation caused by physical obstruction, geographic, topographical, hydrological, and meteorological and other natural environmental causes.

17.8 It is clarified that IndependentTV shall in no way be responsible for any Content provided as a part of the Service. IndependentTV has no control over the Content and the entire responsibility for the Content shall lie with the broadcaster.

18. DATA PROTECTION

18.1 IndependentTV values Subscribers' privacy.

18.2 IndependentTV may use or share group viewing patterns of its Subscriber base with government agencies, broadcasters or other agencies, if required

under contract or Law, or for the purposes of product development, research, strategic, financial or other business decisions.

19 SOFTWARE

The software in the Hardware is given to the Subscriber only on a Right to Use basis. The software has been configured to access the network of IndependentTV only. The Subscriber will be entitled to use all the software in the Hardware for the sole purpose of accessing the DTH Service of IndependentTV. The Subscriber shall not modify, decompile, reverse technique, disassemble, erase or manipulate the software in the Hardware in any manner or any reason whatsoever including without limitation for accessing the DTH Services of any other provider. Any such act is illegal and the Subscriber may be liable for all consequences, which may include penal consequences.

20. GOVERNING LAW AND JURISDICTION

20.1 This terms and conditions will be governed and constructed under the laws of India.

20.2 You agree that any dispute, difference or claim arising out of or in connection with this CAF will be referred to arbitration by a sole arbitrator to be appointed by IndependentTV in its exclusive discretion in accordance with the Arbitration and Conciliation Act, 1996 or any amendments or reenactments thereof to the exclusion of any other remedy /ies available to You. The venue of such arbitration will be Mumbai

20.3 The courts at Mumbai will have exclusive jurisdiction over all disputes, differences, claims, actions and proceedings pertaining to this Terms and Conditions.

21. NOTICES

21.1 By You: All notices by you should be sent at IndependentTV Corporate Office: Marketing Head, IndependentTV Big TV Limited, IndependentTV Centre, 2

nd

Floor, North

Wing, Near Prabhat Colony, Off Western Express Highway, Santa Cruz
East, Mumbai – 400055.

21.2 By IndependentTV: You agree that the notifications provided by the helpdesk, alert, in your account statement or any other method specified by the helpdesk will be sufficient and adequate notice.

22 DEFAULT

1. In "event of default", in such a case and at any time thereafter, IndependentTV through its officers, agents or nominees shall have the right to take any one or more of the following actions without the specific intervention of a court or a court order:

- (i) Without any notice and assigning any reason and at the risk and expense of the borrower(s) and if necessary as attorney for and in the name of the borrower(s) take charge and/or possession of, seize, recover, appoint receiver of and remove assets of IndependentTV, and/or
- (ii) Enter into or upon any place or premises where IndependentTV asset may be kept or stored and inspect, value or insure the same at the costs and expenses of the borrower(s), and/or
- (iii) Sell by auction or any private contract or tender, dispatch or consign for realization or otherwise dispose of or deal with the asset in the manner IndependentTV may think fit.

23. MISCELLANEOUS

23.1 This CAF contains the entire terms & conditions for providing DTH Services between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect to the subject matter herein.

23.2 No failure to exercise and no delay in exercising any right, power or

remedy under these Terms & Conditions will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

23.3 Any provision of this CAF which is illegal, void or unenforceable will be ineffective to the extent only of any such provision being held to be illegal, void or unenforceable without invalidating the remaining provisions.