

Terms & Conditions for Box Service Plan for D2h Subscriber

1. These Terms and Conditions shall govern the Box Service Plan (hereinafter referred to as "Box Service Plan/BSP") availed by any d2h Subscriber (Subscriber) of Dish TV India Limited (hereinafter referred to as "Dish TV").
2. This Box Service Plan is available to all d2h Subscriber of Dish TV India Limited under which a Subscriber can extend the warranty cover of the set top box installed at the Subscriber's premises against the DTH connection taken from Dish TV.
3. The Box Service Plan shall be available as per the terms and conditions stated herein.
4. The Box Service Plan is an auto-renewal plan for all existing & prospective Subscribers i.e. you subscribe once and the Plan continues on auto-renewal basis every year till the Subscriber either opts out of the Plan or the Plan is discontinued by Dish TV.
5. The Box Service Plan can be availed by any Subscriber at any time on or after the purchase of DTH connection by paying Rs. 120/- (Rupees One Hundred and Twenty only) plus GST for the first year.
6. **Benefits available under the BSP:**
 - i. Swapping of Set Top Box will be done without any extra cost
 - ii. Technician visiting shall be free of charge if the Set Top Box comes under BSP
 - iii. and service of set-top box only is made available only by Dish Infra Services Private Limited (hereinafter referred to as "Dish Infra", which is inter alia engaged in providing back-end support and repair services to d2h) to the Subscribers of d2h.
 - iv. Subscriber will not get the benefit of BSP if Set Top Box is found damage.
7. **Auto- Renewal of BSP after expiry of One year:** The Plan will be auto renewed on the expiry day of the Plan for each subsequent 1 year after the end of first year of subscription till the 5th year by deduction in one instance of Rs. 120/-plus GST from the Subscriber D2h Account and this process of renewal will be followed till the 5th year. On expiry of the 1st year of the BSP taken by the Subscriber, a recharge window of 30 days will be provided to the Subscriber to recharge the d2h DTH account by paying Rs. 120/-plus GST to renew the BSP or if the Subscriber has a balance equal to or greater than Rs. 240 in his d2h account, the BSP will be auto-renewed. Reminder SMS will be sent to the Subscriber on specific interval of time to recharge and once recharge of Rs. 120/-plus GST is successfully done or

deducted from the d2h DTH account, a confirmation SMS intimating renewal of the Plan will be sent to the Subscriber.

8. Auto - Renewal of BSP will be done only if the balance in the d2h DTH account is sufficient i.e. the Subscriber have greater than or equal to Rs.240 balance in his d2h DTH account.

In the event where the Subscriber have low balance (i.e. below Rs.240/-) in his account, Subscriber will have to recharge by paying Rs. 120/-plus GST or upon failure to recharge, the BSP shall stand terminated. However, the BSP plan will again be auto renewed by deduction of Rs. 120/-plus GST, once the Customer recharges his d2h account and the balance will become greater than Rs.240/- within 30 days of existing BSP expiry.

9. **Effective Date of the Plan:** The BSP become effective from the next day of the expiry of primary warranty period provided at the time of purchase/swapping of STB ("Primary Warranty Period") and upon receipt of Charges by Dish Infra from Subscriber as mentioned in clause 5 above, if the Contract is entered at any time before the expiry of Primary Warranty Period.
10. The BSP become effective from the thirty first (31st) day of receipt of such request and receipt of Charges by Dish Infra from Subscriber as mentioned in clause 5 above, if the Contract is entered after the expiry of Primary Warranty Period.
11. In case the Plan is desired to be availed after the expiry of Primary Warranty Period, the Contract shall be extended to the Subscriber subject to checking/verification of the STB by the representative/technician of Dish Infra and verifying that the STB is in working condition to the satisfaction of Dish Infra. In case the STB is found to be defective and any repair needs to be done, then such STB shall be repaired first and the cost incurred shall be borne by the Subscriber. However, it shall be the sole prerogative of Dish Infra whether to offer this Contract to any Subscriber or not in such cases.
12. **Obligations:** The Subscriber agrees and acknowledges that Dish Infra shall be only responsible for providing refurbished STB to Subscriber at free of cost basis if in case the STB of Subscriber under this Contract is found to be faulty/not working due to the reasons beyond the control of Subscriber. The Subscriber also agrees and acknowledges to pay such charges for technician visit as may be applicable as per the policies of Dish Infra, as amended from time to time, if in case the grievance of Subscriber is resolved by the technician without the need of replacement of its STB.
13. **Liability:** In no event shall Dish Infra be liable to the Subscriber under or in connection with this Contract for any direct, indirect, incidental, special, economic or consequential loss or damage, loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings incurred

or suffered by the Subscriber whether in an action in contract, tort (including without limitation negligence), statute or otherwise and whether or not Dish Infra was aware or should have been aware of the possibility of such loss or damage.

14. Exclusion of Liability:

Dish Infra shall be under no obligation to provide repair/ service under this Contract in case of improper use of the STB or any parts attached thereto and/or unauthorized alterations, modifications or substitutions of STB or any part thereof and/ or if Sr. No. of the STB is altered, defaced or removed and/or if any damage has been caused to the STB or any parts thereof due to water, abnormal voltage fluctuation, rat bite, nuisance caused by any animal including monkeys, pets etc., neglect, Acts of God like flood, lightening, earthquake etc. or causes other than ordinary use.

The Subscriber agrees and acknowledges that Dish Infra shall not be held responsible for any loss arising out of any breakdown of STB and in any delay in repairing the same.

The STB brought to the service center will remain at the service center at Subscriber's risk and Dish Infra shall not be held responsible for any damages caused due to the factors beyond the control of Dish Infra. The to and fro charges for the movement of the STB shall be borne by the Subscriber.

Dish Infra shall not be held liable for any damage caused to the STB or any parts thereof due to transportation / shifting.

15. Coverage & Exclusions: This Contract shall cover and exclude the following respectively:

Coverage: Set Top Box only; and

Exclusions: Remote Control, LNB, Viewing Card, Cable, Connector and any physical damage to Set Top Box, Viewing Card, Cable and Connector.

16. Customer Escalation: In case Subscriber raised any complaint regarding the deduction for BSP plan then Company will refund the deducted amount and remove the BSP plan benefit from the Subscriber account immediately. However if the subscriber has taken benefit of BSP plan in form of box swapping within 30 of the deduction/recharge the deducted amount will not be refunded in any case.

17. Miscellaneous:

- i. Any change in the address must be notified by the Subscriber to Dish Infra in writing within thirty (30) days in advance failing which Dish Infra shall not be liable for providing any service to the Subscriber and shall not therefore be held liable for any deficiency in services and in that case the Contract may be terminated immediately.

- ii. The Subscriber agrees and acknowledges that in case Subscriber wants to terminate the Contract before the completion of Term, there shall not be any refund of the charges for the unexpired period.
- iii. The Subscriber agrees and acknowledges that the charges payable by the Subscriber under this Contract are not refundable.

- iv. The Subscriber agrees and acknowledges that this Contract is not transferable.

- v. Dish Infra shall repair / replace any defective parts of STB only and rectify any problems resulting from workmanship free of charge. Dish Infra reserves the right to use reconditioned parts with performance parameters equal to those of new parts in connection with any services performed under Dish TV limited warranty. Defective parts needs to be submitted to Dish Infra and the same shall become the property of Dish Infra.

- vi. **Jurisdiction:** This Contract shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the Indian courts in New Delhi only.

BEFORE OPTING FOR THE BOX SERVICE PLAN IT IS ADVISED TO READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS STATED IN THIS DOCUMENT AND THAT THE SAME ARE ACCEPTABLE TO YOU/SUBSCRIBER COMPLETELY WITHOUT ANY LIMITAITON.
