

Terms & Conditions for availing DTH Services of Dish TV India Limited: (forming an Integral Part of CAF)

1. **SUBSCRIBER AGREEMENT:** The terms & conditions herein contained shall constitute a legally valid and subsisting agreement between Dish TV India Limited (hereinafter referred to as "Dish TV") and the Subscriber (named in the application form) ("Agreement") and their respective assigns/heirs/executors/administrators, as the case may be. The conditions mentioned are understood, acknowledged and accepted by the Subscribers and shall be applicable for the Subscriber on signing of the Consumer Application Form (CAF) for availing the DTH Services of Dish TV.
2. **DEFINITIONS:** "Broadcaster" means an entity from which Dish TV sources its television/radio signals. "Channels" means such satellite based free-to-air & pay television/radio channels and other value-added Services as may be authorized, which shall comprise/be broadcast by Dish TV and distributed as part of DTH Services. "CPE" means Customer Premises Equipment means STB along with the ODU such as Remote, LNB, Antenna, wire and other tools and equipment/device(s) installed/to be installed at the customer Premises in order to receive and/or decode the Subscribed Services. "DTH" means Direct-to-Home. "DTH License" means the license dated 16.09.2003 issued to Dish TV by the Ministry of Information and Broadcasting, Government of India for providing DTH broadcasting service in Ku band in India, including any modifications/amendments/revisions thereto. "DTH Connection/ Connection" means the connection taken by the Subscribers to receive the DTH Services provided by Dish TV. "DTH Services/Services" means the DTH broadcasting service provided by Dish TV to the Subscribers and including value added services as well. "Permitted Viewing Device" or "PVD" means either a viewing device which is specifically permitted being television and personal computer. "STB" (Set-top-box) means the device used to receive and/or decode the Subscribed Service through the Viewing Card, regardless of its brand or manufacturer or acquisition source. "Subscriber" (also referred to as Customer) means a person whose name is mentioned in the CAF and who receives the DTH Services of Dish TV. "Subscriber Premises" means the premises at which the DTH Services are received by the subscriber. "Subscription Form" means the standard format of Consumer Application Form (CAF), to enable prospective Subscribers to subscribe to the DTH Services by duly filling, signing the same and submitting it to Dish TV. "Subscription Request" means the Channel/bouquet of Channels and applicable tariff plan/scheme selected by the Subscriber either by filling of the requisite Subscription Form or any modification/amendment thereto through website, call center or other modes available for the same. "Subscribed Service" means the Service or part thereof subscribed for by the Subscriber under the Subscription Request. "VC" (Viewing Card) is smart card which can either be virtual, embedded in the STB, or physical, to be inserted in the STB, to enable the receipt of the DTH Services.
3. **AUTHORITY:** Dish TV confirms that it is entitled, inter alia, to provide DTH Services.
4. **TERMS:** i) This Agreement shall commence upon Dish TV activating the Connection and shall remain in force, subject to applicable terms, based on the Subscription request by the Subscriber. Dish TV reserves the right to reject the Subscription Form for any reason. Any money paid by the Subscriber shall not create any right in favour of Subscriber until activation of the Connection. In addition, Dish TV reserves the right to discontinue the Connection even after activation without any liability save and except for refund of monies in accordance with the TRAI regulations. ii) The Subscriber represents that he/it is fully informed about the DTH Services, its specifications, requirements, limitations, etc. and has only thereupon opted for the DTH Services, submitting a duly filled and signed Subscription Form, thereby agreeing to be bound by this Agreement. It is expressly made clear herein that the DTH Services are meant for viewing only within the territory of India.
5. **THE SERVICE:** i) The DTH Services shall be based on the Subscription Request and provided to the Subscriber subject to the DTH license and/or any regulatory/governmental control and intervention in respect of the DTH Services. ii) The Subscriber shall procure infra support services to access the DTH Services, on the terms & conditions of this Agreement, including any modifications, alterations, additions and substitution therein, from time to time. iii) The Subscriber hereby acknowledges and agrees that he shall not acquire right, title and interest in the physical VC (applicable in case STB which contains the physical VC) and that the same shall be returned in good working condition by the Subscriber upon termination/determination hereof, and/or deactivation or temporary suspension of the Subscribed Services. iv) The Channels/packages of Channels and the respective charges/rates available for commercial and residential subscribers are different and a commercial/residential Subscriber can choose the Channels/package of Channels as per the prevalent scheme. v) For change, addition, deletion, substitution, modification of the Subscribed Service, the Subscriber shall submit the requisite form together with the applicable processing fee/charges at least 15 days in advance to enable processing of the same and be bound by the additional terms as may be applicable or follow such step(s) as prescribed by Dish TV. Any change or withdrawal from the Subscribed Service shall not entitle the Subscriber to any refunds or adjustments of the moneys already paid, billed or to be billed under the additional terms. vi) a. The Subscriber is bound to pay at least one month charges/bill for the Subscribed Service with or without modification as stipulated above and he/it shall not be entitled for any refund/adjustment even if he/it opts out from such DTH Services(s) before the expiry of one month. b. Notwithstanding anything mentioned in clause (a) above, if there is any lock-in-period in respect of any package of DTH Service(s)/Channel(s) based on the Broadcaster(s) stipulations or as per the scheme of Dish TV and the same is subscribed by the Subscriber, the Subscriber shall be bound to pay the subscription charges for entire lock-in-period even if he/it opts out from such DTH Services(s)/Channel(s) or his/its DTH Services are deactivated in terms of this Agreement before the expiry of such lock-in-period. c. The Subscriber can submit Subscription Request for the Subscribed Services and/or update the Subscribed Service(s) by way of addition or substitution or deletion etc. of Channels and/or update its personal information by logging to <https://www.d2h.com> and/or by any other electronic medium as may be specified from time to time. d. The Subscriber shall be liable for the payment of subscription charges/entire billing amount pursuant to provision of DTH Service(s) by Dish TV, as per subscription request as specified above. e. Dish TV may at its sole discretion continue to provide the Services even after the due date of subscription payment, in order to facilitate the Subscriber to make payment (hereinafter referred to as "grace period"). However such grace period, if at all provided by Dish TV shall not be construed as right of the Subscriber and in case of deactivation of Connection of the Subscriber due to payment default even in grace period, the Subscriber shall be liable to make the payment for the period during which he/she has availed the Services including the Services availed during the grace period. vii) The DTH Services, its quality, functionality, availability and/or reliability may be affected, and/or Dish TV is entitled to, without any liability, refuse, limit, suspend, vary, disconnect, deactivate and/or interrupt the DTH Services in whole or in part at any time in its sole discretion with respect to one/all Subscriber(s) without any notice for any reason and/or due to various factors including but not limited to (a) applicable law and/or directives of any authority/court, (b) Transmission 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 gradation variations, installation, relocations, repairs, operation and/or maintenance of systems/equipment or the DTH Services; (c) the requirement to combat potential fraud, sabotage, willful destruction, etc. (d) for any legitimate business purposes; (e) on breach of any term of this Agreement; (f) force majeure circumstances, Act of God; (g) incompatibility with enabling device; (h) any delay in payment of any dues by the Subscriber. In case of suspension/disconnection, etc. reconnection/reactivation may be affected by Dish TV in its sole discretion subject to its satisfaction and on such other/further terms as Dish TV may determine. viii) The DTH Services provided in terms of this Agreement can be changed at the sole discretion of Dish TV. ix) Dish TV is entitled to change, vary, add, withdraw the Subscribed Services, or part thereof and/or to vary the price relating thereto, at any time, in its sole discretion which shall be binding on the Subscriber, and remains always subject to applicable law and/or directives of any authority/courts. Provision of DTH Services in addition to Subscribed Service shall be at extra costs and on such other / further terms as are specified from time to time. HDMI Cable shall be mandatory to access/subscribe to any HD channel(s)/pack(s). x) The Subscriber hereby acknowledges and agrees that depending upon different Subscribed Service chosen by various Subscriber(s), the prices and terms & conditions applicable thereto may be different. xi) Dish TV reserves absolute right not to broadcast any Channel if it is anti-national or against communal harmony or it promotes political/religious propaganda or if banned/restricted or prohibited under any law for the time being in force or for any other reason which Dish TV feels is not in the interest of its viewers or society. xii) Dish TV is entitled to carry out the inspection of the Subscriber Premises to verify the compliance with/fulfillment of the conditions stated herein on the part of Subscriber and shall be entitled to take photographs of the premises, documents/materials, etc. as proof of violation of this Agreement and/or infringement of any intellectual property rights of Dish TV. The instances of piracy or violation of any intellectual property rights and/or unauthorized viewing of the Channels as detected against the Subscriber by finger printing mechanism and/or any other mechanism/method system deployed by Dish TV for such detection shall be valid and acceptable to and uncontested by the Subscriber. Under the applicable regulations, Dish TV is under obligation to immediately disconnect the Connection, if the same is reported to have been involved in piracy. Dish TV shall have no liability whatsoever for such disconnection. xiii) In case the subscription fee is not paid before the due date, Dish TV shall have the right to charge an amount up to Rs. 50/- (Rupees Fifty Only) per month as Idle Box Fee on account of CAS, middleware and other administrative costs to be incurred by Dish TV towards maintaining the account of the Subscriber during the de-active period.
6. **OBLIGATIONS OF SUBSCRIBER:** i) To make payment for the Subscribed Service within the due date of payment, either at the centers publicly informed and notified by Dish TV for the collection of payment or through such entities as authorized by Dish TV pursuant to any arrangement or agreement. ii) To use only such CPEs as supplied by Dish Infra Services Private Limited or in case the Subscriber uses CPEs other than of Dish Infra then uses only such CPEs, which are compatible with the DTH Services hereunder. The Subscriber alone shall be responsible for non-availability of the DTH Services due to use of non-compatible CPE and/or breach of the terms hereof with respect to use of non-compatible CPE and any equipment generally. iii) To use the Subscribed Service exclusively in accordance with the terms hereof and user guide book accompanying the same. iv) To ensure that the broadcast of the DTH Service into one PVD installed at the Subscriber Premises and that the same is not intercepted in any manner whether by the use of any decoding/receiving/recording equipment or otherwise, for any purpose whatsoever including the distribution or re-distribution of the signals from the Subscriber Premises to any neighboring premises, cable operator or any other person. Further, not to manipulate or cause to be manipulated the CPE in any manner so as to cause breach of the Subscription Request or so as to receive or enjoy greater privileges or advantages than the Subscribed Service. The Services in terms of this Agreement shall be only for personal purpose and not to facilitate any kind of public viewing in any manner whatsoever. v) In case of physical VC, not to replace, remove, modify, alter, misuse or tamper VC or any equipment/accessories forming part of VC, including the seal (seal to prevent opening of such equipment/accessories forming part of VC). Any such act by the Subscriber shall be construed as willful and criminal default on the part of the Subscriber in addition to breach of his/its obligations under this Agreement. vi) To give all assistance, which Dish TV may be reasonably expected to receive, in connection with inspection to be made by the representatives and agents of Dish TV so as to satisfy Dish TV with regard to compliance with the conditions stated in this Agreement on the part of Subscriber. vii) To be responsible and liable for payment of all taxes, levies or charges penalties, imposed by or under any statute for the time being in force in connection with the Subscribed Services. viii) Not to indulge in piracy or activities which have the effect of or which may result in infringement and violation of any intellectual property rights of Dish TV, its Broadcasters or any other person associated with such transmission. ix) Not to distribute or redistribute Channels from the Subscriber Premises to any neighboring premises, cable operator or any other person. x) For continuing availability of the DTH Services, the Subscriber's account must have the minimum balance equivalent or more than the minimum pay term charge as per the package chosen by the Subscriber.
7. **LIMITATION OF LIABILITIES:** It is expressly understood and agreed by the Subscriber that Dish TV shall not have any obligation/liability whatsoever under this Agreement, towards the Subscriber on account of-- i) any defect due to any unauthorized or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instructions of Dish TV. ii) any action or failure to act or default on the part of any equipment(s) supplier(s) and/or its agent(s) or nominee(s). iii) any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of Dish TV. iv) any indirect or consequential loss even if resulting from or caused due to any default on the part of Dish TV or any of its officers, employees, suppliers, distributors/franchisees agents or nominees. v) it is expressly agreed by the Subscriber that Dish TV has not offered or provided including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Subscriber agrees that Dish TV shall not be liable for any consequential, indirect, remote, economic punitive damage even if Dish TV has been advised of the possibility of such damages.
8. **BILLING:** i) A Subscriber is required to pay for the Subscribed Service in advance on pre-paid basis unless otherwise informed by Dish TV. ii) All payments due to Dish TV shall be deducted / adjusted through Subscriber's account in case of adequate balance being available. iii) Unless otherwise informed by Dish TV, a Subscriber will be responsible and liable for taxes, duties, levies and charges imposed by or under law in connection with the Subscribed Service. iv) A Subscriber can avail value added services from Dish TV for which, if availed by the Subscriber, Dish TV shall have the right to deduct the applicable amount from the Subscriber's account.
9. **SETTLEMENT OF BILLS:** i) The Subscriber shall make payments to the account of infra support service provider as nominated by Dish TV, who would be collecting the subscriber charges for Dish TV as per the Subscribed Service and charges notified from time to time by Dish TV. ii) The Subscriber shall make payments of all charges in respect of the DTH Services provided to the Subscriber whether or not the same has been accessed / used by the Subscriber. iii) The Subscriber shall pay all dues notwithstanding any dispute in respect of the amounts due. iv) The DTH Services in terms of this Agreement are pre-paid service and the Subscriber shall ensure that the payment for receiving the DTH Services being made in advance failing which Dish TV shall have the right to discontinue the provision of the DTH Services to the Subscriber. v) Without prejudice to such rights and remedies that Dish TV may have in law or under the provisions of this Agreement, in the event of any delay or failure by the Subscriber to pay the bill in accordance with the provisions of this Agreement, Dish TV shall (in addition to the consequences mentioned in this Agreement) be entitled to immediately deactivate the DTH Services and at its option terminate this Agreement without prior notice. vi) Upon de-activation of the DTH Services as above, whether accompanied by termination or not, all sums due and payable by the Subscriber to Dish TV shall forthwith become payable.
10. **DEACTIVATION OF SERVICE:** Notwithstanding anything contained in this Agreement and in addition to the termination rights mentioned elsewhere in this Agreement, Dish TV reserves its right to deactivate (either temporarily or permanently) the DTH Services on its own or on the report submitted by an inspecting officer acting for Dish TV to the effect that the Subscriber has violated any terms & conditions of this Agreement and/or non-availability of required balance in Subscriber's account. During such period of default, the applicable charges including subscription charge shall continue to be payable by the Subscriber.
11. **DAMAGES:** The Subscriber affirms and undertakes to comply with the terms of this Agreement. In addition to the consequences stated in this Agreement, the Subscriber affirms and undertakes that: i) in case of breach of any terms of this Agreement, he/it shall pay such amount as may be stipulated by Dish TV which shall be not less than Rs. 500/- (Rupees Five Hundred Only) for each day during which the contravention continues in respect of each such breach. ii) in case of re-distribution of signals from one Connection to multiple PVDs in the Subscriber Premises, he/it shall pay such amount as may be stipulated by Dish TV which shall not be less than Rs. 500/- (Rupees Five Hundred Only) for each day during which the contravention continues in respect of each such breach. iii) in addition to the foregoing, Dish TV reserves its right to take appropriate remedial measures, available to it under the law and equity.
12. **TERMINATION OF THE AGREEMENT:** i) This Agreement shall automatically stand terminated on the occurrence of any of the following event or circumstances-- a) if the Subscriber breaches any obligation or covenant under this Agreement or of any conditions under which the Connection was availed by the Subscriber. b) if the Subscriber commits an act of bankruptcy or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver for the whole or a substantial part of his/her property or appointment of trustee or receiver without his/her consent or bankruptcy, reorganization or insolvency proceedings instituted by or against the Subscriber voluntary or otherwise. ii) Where the Subscriber signifies his/its intention to discontinue the Connection, the following shall have been complied with: a) intention of the Subscriber shall be in writing and accompanied with the physical VC (wherever applicable); b) the Subscriber shall have duly complied with all the terms & conditions of this Agreement and c) all the bills damages etc. shall have been paid in full by the Subscriber. iii) Where this Agreement has been terminated pursuant to this clause 12 Dish TV has the right to a) proceed to enforce and protect its rights or recover any amount due and payable prior to termination and b) enforce its rights to recover damages costs and other relief to which it may be entitled under this Agreement and applicable laws.
13. **EFFECT OF TERMINATION/EXPIRATION:** i) Upon the termination of this Agreement pursuant to clause 12 save as provided in this Agreement or by the operation of law, all rights granted to and obligations undertaken by the parties hereunder shall terminate immediately except a) the Subscriber's obligation to pay all amounts of bill accrued hereunder upon or prior to the expiration or termination of this Agreement and such additional amounts as specified in this Agreement and b) Such other rights as may accrue to Dish TV under this Agreement and/or under the laws of India. ii) The Subscriber shall, in case of physical VC forthwith surrender the VC in a good working condition to Dish TV or infra support service provider as nominated by Dish TV iii) The expiration or termination of this Agreement shall be without prejudice to the rights which have already accrued to the either parties under this Agreement.
14. **INDEMNIFICATION:** The Subscriber shall keep Dish TV indemnified against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against Dish TV or which Dish TV may or may have to bear, pay or suffer, directly or indirectly due to any act, default or omission by the Subscriber.
15. **DISPUTE RESOLUTION:** Every dispute difference or question arising in respect of this Agreement shall be referred to the sole arbitration by any person (including an officer or employee of Dish TV) appointed by Dish TV in its exclusive discretion and such arbitration shall be held in Delhi. These terms & conditions shall be applicable only for India.
16. **JURISDICTION:** This Agreement 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 Delhi. THE SUBSCRIBER HAS READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS OF THIS AGREEMENT AND THE SAME ARE ACCEPTABLE TO HIM/IT COMPLETELY WITHOUT ANY LIMITATION.