

## **Terms & Conditions of Service offered by Dish TV India Limited for its brand 'd2h':**

**1. SUBSCRIBER AGREEMENT:** These terms & conditions contained herein shall constitute a legally valid and subsisting agreement (“Agreement”) between Dish TV India Limited (hereinafter referred to as the ‘Company’) and the Subscriber and their respective assigns/heirs/executors/administrators, as the case may be. These conditions mentioned herein are understood, acknowledged and accepted by the Subscriber and shall be applicable for the Subscriber immediately on signing of the Consumer Application Form (‘CAF’) for availing the DTH Services of the Company under the brand name ‘d2h’.

### **2. DEFINITIONS:**

“Broadcaster” means an entity from which the Company 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 the Company 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 the Company 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 the Company.

“DTH Service(s)/Service(s)” means the DTH broadcasting service provided by the Company 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 the Company.

“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 the Subscribers to subscribe to the DTH Services by duly filling, signing the same and submitting it to the Company.

“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:** The Company confirms that it is entitled, inter alia, to provide DTH Services.

**4. TERM:** i) This Agreement shall commence upon the Company activating the Connection and shall remain in force, subject to applicable terms, based on the Subscription Request by the Subscriber. The Company 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, the Company 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 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) 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 the Company. 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 the Company 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 the 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 the Company, as per subscription request as specified above. (e.) The Company 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 the Company 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 the Company 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 the Company in its sole discretion subject to its satisfaction and on such other/further terms as the Company may determine. viii) The DTH Services provided in terms of the Agreement can be changed at the sole discretion of the Company.

viii) The Company 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 remain 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).

ix) The Subscriber acknowledges and agrees that depending upon different Subscribed Service chosen by various Subscriber(s), the prices and terms & conditions applicable thereto may be different.

x) The Company 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 the Company feels is not in the interest of its viewers or society.

xi) The Company 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 the Company. 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 the Company for such detection shall be valid and acceptable to and uncontested by the Subscriber. Under the applicable regulations, the Company is under obligation to immediately deactivate the Connection, if the same is reported to have been involved in piracy. The Company shall have no liability whatsoever for such deactivation.

xii) In case the subscription fee is not paid before the due date, the Company 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 the Company 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 the Company for the collection of payment or through such entities as authorized by the Company pursuant to any arrangement or agreement.

ii) To use only such CPEs as supplied by Dish Infra Services Private Limited ('Dish Infra') 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-receipt of the DTH Services due to use of non-compatible CPE and/or breach of the terms with respect to use of non-compatible CPE and/or any equipment generally.

iii) To use the Subscribed Service exclusively in accordance with the terms hereof and user manuals 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 the 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 the Agreement.

vi) To give all assistance, which the Company may be reasonably expected to receive, in connection with inspection to be made by the representatives and agents of the Company so as to satisfy the Company with regard to compliance with the conditions stated in the 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 the Company, 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 LIABILITES:**

It is expressly understood and agreed by the Subscriber that the Company shall not have any obligation/liability whatsoever under the 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 the Company .

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 the Agreement caused by any reason or event beyond the reasonable control of the Company .

iv) any indirect or consequential loss even if resulting from or caused due to any default on the

part of the Company or any of its officers, employees, suppliers, distributors/franchisee agents or nominees.

v) it is expressly agreed by the Subscriber that the Company 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 the Company shall not be liable for any consequential, incidental, indirect, remote, economic punitive damage even if the Company 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 the Company.

ii) All payments due to the Company shall be deducted / adjusted through Subscriber's account in case of adequate balance being available.

iii) Unless otherwise informed by the Company, 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 the Company for which the Subscriber shall be liable to pay the applicable amount which the Company shall have the right to deduct 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 the Company, who would be collecting the subscriber charges for the Company as per the Subscribed Service and charges notified from time to time by the Company.

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 the Agreement are pre-paid service and the Subscriber shall ensure that the payment for receiving the DTH Services being made in advance failing which the Company shall have the right to deactivate the connection of the Subscriber .

v) Without prejudice to such rights and remedies that the Company may have in law or under the provisions of the Agreement, in the event of any delay or failure by the Subscriber to pay the bill in accordance with the provisions of the Agreement, the Company shall (in addition to the consequences mentioned in the Agreement) be entitled to immediately deactivate the connection of the Subscriber and at its option terminate the Agreement without prior notice.

vi) Upon de-activation of the Connection as above, whether accompanied by termination or not, all sums due and payable by the Subscriber to the Company shall forthwith become payable.

## **10. DEACTIVATION OF SERVICE:**

Notwithstanding anything contained in the Agreement and in addition to the termination rights mentioned elsewhere in the Agreement, the Company 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 the Company to the effect that the Subscriber has violated any terms & conditions of the 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 the Agreement. In addition to the consequences stated in the Agreement, the Subscriber affirms and undertakes that:

i) in case of breach of any terms of the Agreement, he/it shall pay such amount as may be stipulated by the Company 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 the Company 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, the Company reserves its right to take appropriate remedial measures, available to it under the law and equity.

## **12. TERMINATION OF THE AGREEMENT:**

i) 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 the 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 the Agreement and c) all the bills damages etc. shall have been paid in full by the Subscriber.

iii) Where the Agreement has been terminated pursuant to this clause 12, the Company 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 the Agreement and applicable laws.

### **13. EFFECT OF TERMINATION/EXPIRATION:**

i) Upon the termination of this Agreement pursuant to clause 12 save as provided in the 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 the Agreement and such additional amounts as specified in the Agreement and b) Such other rights as may accrue to the Company under the 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 the Company or infra support service provider as nominated by the Company iii) The expiration or termination of the Agreement shall be without prejudice to the rights which have already accrued to the either parties under the Agreement.

**14. INDEMNIFICATION:** The Subscriber shall keep the Company indemnified against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Company or which the Company 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 the Agreement shall be referred to the sole arbitration by any person (including an officer or employee of the Company) appointed by the Company 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.

**17. Subscriber's Declaration:** Subscriber shall by signing CAF gives declaration that he/it has read, understood and accepted the terms and conditions mentioned in the agreement and undertake to comply with them and acknowledge that the bouquet/channel, selected services plan and applicable rates form part of agreement and agree to be bound by the same. Subscriber has paid the subscription charges to the person authorized by the Company. Subscriber also acknowledge and agree that the physical VC is a property of the Company India Limited. In case Subscriber default on any condition(s), he/it understand that the Company reserves the rights to deactivate his connection, terminate this agreement and / or recover the said VC from subscriber at any time. Subscriber has no objection to receive SMS and calls from the Company relating to its products and services. Subscriber also agreed to provide the Company the right to use the information given above.