



TERMS & CONDITIONS

1. The minimum period of subscription for pay channel(s) bouquet(s)/service(s) for the subscriber will be 3 months and the subscriber having opted for any pay channel(s)/bouquet(s)/service(s) must retain and cannot cancel his subscription for such pay channel(s) bouquet(s)/services(s) during/for that period.

2. In the event, the subscriber opts to subscribe to pay channel(s) on ala-carte basis, he/she would be liable to pay Rs. 150/- plus applicable taxes per month or the sum total of the ala-carte rates of such channel(s) whichever is higher.

3. The minimum monthly subscription charges upto 100 FTA Channels selected in Ala-carte would be Rs. 100/- Plus taxes.

4. R. D. Cable Network shall have the sole and exclusive right to upgrade / replace or otherwise deal with the Set Top Box (STB) as may be deemed fit.

5. The total price of each STB is Rs. 2000. The STB is issued to the subscriber against a one time activation fee. The subscriber is entitled to usage of this STB and the ownership of the same shall remain with R. D Cable Network.

6. R. D. Cable Network or through its authorized representative shall always be entitled to physically check and/or inspect the STB at any point of time without any objection or hindrance from the subscriber in any manner whatsoever. Unhindered access has to be provided for online and offline upgradation required from time to time

7. The subscriber shall always be on his/her guards to ensure that no damage or harm or tampering is caused to the STB in any manner whatsoever.

8. In case the subscriber tampers/alters the Viewing Card and STB for any reason whatsoever, the Subscriber is liable to make good the losses incurred on account of damages STBs. The same can be to the tune of the total actual cost of the STB.

9. The subscriber shall in no way be ever entitled to shift the STB without obtaining prior written permission from R. D. Cable Network STB (s) are to be installed in the address mentioned or disclosed in the form.

10. The STB allotted to the subscriber shall under no circumstances, whatsoever, be put to any other use or service other than for the purpose for which it is offered to the subscriber(s) by R. D. Cable Network. Any departure to the clause will entail subscriber(s) to a breach of agreement and will attract penalty as per applicable law.

11. The subscriber shall not assign or transfer any of his/her right to any other individual without prior written consent from R. D. Cable Network.

12. That the STB as well as other hardware embedded inside the STB may malfunction because of mishandling, improper manoeuvrings, sudden surge/fluctuation of voltage, dust, heat, strong electromagnetic flux and/or other reasons. R. D. Cable Network shall not be held to liable or responsible for the same in any manner whatsoever .

13. Information provided by the subscriber in this Form shall continue to be accurate in all material respects till the duration of provision of services by R. D. Cable Network and changes thereto shall be informed by the subscriber immediately

14. The subscriber has to give a Notice of 15 days to R. D. Cable Network in the event he seeks disconnection of services.

15. All applicable taxes & duties as and when applicable ( including charges if any ) to be borne by the Subscribers.

16. Interest on delayed payment will be charged @ 18% per annum.

17. R. D. Cable Network reserves the right to suspend/deactivate services to the subscriber are following due legal procedures in the event of ;

a. the subscriber defaulting on account of his bill payment and/or

b. the subscriber involving in acts of piracy/fraud/misuse and/or

c. the subscriber being declared bankrupt/insolvent and/or

d. R. D. Cable Network being instructed by Government or any other competent authority and/or

e. R. D. Cable Network being mandated by any applicable law/s and or

f. the subscriber breaches any of the terms and conditions as laid down in this form : and/or

g. the subscriber providing wrong information in this form ; and/or

h. Any force majeure event
18. MSO/LCO shall not be responsible for disruption of services during service maintenance period.

19. scribe will indemnify and hold harmless the LCO, MSO R. D. Cable Network and its Affiliates from all loss,claims, demands, suits, proceedings,

20. The subscriber shall not hold R. D. Cable Network respon sible for (i) any damage to property or person during installation and/or maintenance at his/her premises, (ii) any consequential or indirect damage or loss in relation to the service , (iii) if the service is suspended due to force majeure event, (iv) deactivation/suspension in lieu of protection of the intellectual property rights of any third party and/or to check other unlawful activities in relation to the service, even if such information (including information provided by any 3rd party) is later found to be incorrect, (v) technical issues arising from force majeure events including but not restricted to physical obstructions, geographic weather conditions and other causes of electronic/electrical interference or faults in other telecommunication networks or availability of poles and R. D. Cable Network shall not be liable for any consequences arising thereof including but not limited to damage to the Subscriber's television or devices of any type connected to it or any other property.

21. The subscriber shall ensure that R. D. Cable Network STB(s)/VC(s) are not tampered or misused : neither should any seal, brand, logo, information, etc., which affects or may affect the integrity/functionality/identity of the R. D. Cable Network STB(s)/VC(s) be tampered/misused/ removed; nor shall the subscriber use any decoding, receiving, recording device other than one television set before or after the R. D. Cable Network STB(s)/VC(s).

22. The date of activation of R. D. Cable Network STB(s)/VC(s) shall be deemed as the commencement date of 'Services' .

23. In the event of the subscriber requesting suspension of services,R. D Cable Networkshall give effect to such request , provided (i) the period of suspension sought by the subscriber is not less than one calendar month , (ii) the period of suspension sought by the subscriber is not more than 3 calendar months ; and (iii) the period of suspension sought by the subscriber is in multiple of calendar months.

24. The subscriber can choose schemes introduced by R. D. Cable Network from time to time , only as per terms and conditions slated by

25. The terms & conditions are subject to change in the event of any further recommendation and/or guidelines provided by TRAI and/or MIB in future.

26. The subscriber represents/warrants/agrees and undertakes that :

a. the subscriber is competent under law to execute this form

b. the subscriber shall use the services only for self-use and only at the installation address as given in this form and shall not use the service for any commercial benefit, including but not limited to relaying, re-transmitting or redistributing the services to third party or commercial customers ;

c. the subscriber shall fully comply with applicable laws of the land

d. R. D. Cable Network shall have exclusive ownership of the STBs at all times

e. the subscriber shall not shift the STB from the location address as mentioned in this form without prior intimation to and written permission from R. D Cable Network.

f. the subscriber shall not assign any of his/her rights to any other individual

27. No failure to exercise and no delay in exercising any right, power or remedy under this Form by R. D. Cable Network. shall 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.

28. The terms and conditions shall be construed and enforced in accordance with the laws of India and in no way such obligation violates any prevailing rule/law and regulation. All disputes settlements under the Telecom Dispute Settlement and Appellate Tribunal (TDSAT).

29. If any of the provision of the Terms becomes or is declared illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof. Terms may be amended by the Authority from time to time and shall be binding on all.

( \_\_\_\_\_ )  
Subscriber Signature