

TERMS AND CONDITIONS

The Subscriber acknowledges and agrees that by accepting this Agreement, he/she shall be deemed to have accepted all the terms and conditions set forth herein.

1. OBJECT

The object of this agreement is to define the terms for provision of services by CCN to LCO and LCO to the subscriber. It is agreed and understood between the three parties that the responsibility to provide services to the subscriber is that of LCO against agreed subscription fee payable by subscriber to LCO. CCN Digital India is responsible to provide services to LCO against agreed charges payable by LCO. There is no obligation of CCN directly towards the subscriber as the recipient of services of CCN is LCO.

2. DEFINITION:

I. "Addressable system" means an electronic device which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the subscriber within limits of the authorization made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by LCO to the subscriber.

II. "Broadcaster" means a company from which CCN sources its programming services/channels and includes its authorized distribution agencies.

III. "Cable Operator" means any person, fully authorized by LCO, who provides Services through a cable television networks to the CUSTOMER after receiving the same from CCN.

IV. "Channel Viewing Device" or "VCD" means either a viewing box and/or a hearing device which is specifically permitted, being television and personal computer.

V. "Pay Channel" in respect of a cable television network, means a channel for which subscription fees is to be paid to the broadcasters by CCN and due authorization needs to be taken from the broadcaster for its retransmission.

VI. "DAS Area" means the areas where in terms of notifications issued by the Central Government under sub-section (1) of section 40A of the Cable Television Networks (Regulation) Act 1995 (7 of 1995). It is obligatory for every cable operator to transmit or retransmit programmes of any channel to an encrypted form through a digital addressable system.

VII. "Permitted Viewing Device" or "PVD" means either a viewing box and/or a hearing device which is specifically permitted, being television and personal computer.

VIII. "Programme" means any television broadcast and includes-

a. Exhibition of films, features, drama, advertisements, serials, news and current affairs;

b. Any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be construed accordingly.

IX. "Service" means the digital addressable cable TV services provided by the LCO and any value added services as may be authorized directly at the Subscriber. Premises through the SIS, in accordance with the Subscription Request

X. "CCN" means CCN DIGITAL INDIA.

"SUBSCRIBER" means a person who receives the digital addressable cable TV services from a LCO.

(ii) "Subscriber Premises Equipment" or "SPE" means Set Top Box, Viewing Card, remotes and other equipments provided by CCN through its linked cable operator to the subscriber so as to enable him/her to access the services on Permitted Viewing Device (PVD).

III. "STB" (Set-top-box) means a device connected to or part of a PVD which is compatible with and allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system regardless of its brand or manufacture or acquisition source to enable subscriber to view the channels

IV. "Subscriber Application Form" or "SAF" means the standard format of subscriber application form (SAF) provided by the LCO to enable prospective Subscriber to subscribe to the Service by duly filling, signing by accepting the terms & Conditions mentioned overleaf to the SAF and submitting it to CCN and/or its authorized cable operators.

V. "Subscriber Premises" means the installation location specified by the Subscriber in the SAF where STB will be installed to view the Service directly using one and only one Permitted Viewing Device.

VI. "Subscription Request" means the Channels(s) and/or bouquet of Channels and applicable tariff plan / schemes selected by the Subscriber by filing of the requisite SAF manually or through any electronic mode or any modification/amendment effected therein from time to time.

VII. "Viewing Card" means a card issued and approved by CCN as per the subscription request forwarded by the LCO, which when inserted in the STB, enables the STB to decode the service or portion thereof that the subscriber has sought and the Subscription Request.

VIII. "SPE" (Subscriber Premises Equipment, also at times referred to as CPET Customer Premises Equipment) means STB, VC and other tools and equipment/equipment(s) installed to be installed at the Subscriber Premises in order to receive subscribed channels in unencrypted and descrambled form as per the subscription request

3. TERMS:

I. Agreement commences upon installing STB, activating the viewing card (VC) and shall remain in force, subject to applicable terms based on the Subscription Request by the Subscriber along with the recommendation of the LCO reserves the right to reject the Subscriber Form for any reason. Any money paid by the subscriber shall not create anything in favour of subscriber until activation of the VC. In addition, CCN or the LCO reserves the right to discontinue the Service even after activation without any liability save and except for refund of money paid by the Subscriber towards subscription/activation, rental. Hire Purchase value and the VC deposit as the case may be. The Subscriber represents that he/she has been fully informed about the Cable Television Services provided by the LCO, its specifications, requirements, limitations, etc and has no objection thereto for such services, filed up and submitted the subscriber form, and sign the agreement

II. The Subscriber hereby confirms that the STB has been examined, inspected and demonstrated to him and is in good working condition to the satisfaction of the subscriber No claim or objection shall hereafter be admissible against CCN or its authorized cable operator as to the quality & functioning of STB.

III. The Subscriber hereby confirms that the CCN directly or through any of its authorized vendor / LCO can make calls on CUSTOMER mobile / landline number for STB Complaints, packages activation deactivation confirmation, quality of service that it won't be treated violation of DND rule of TRAI. No claim or objection shall hereafter be admissible against CCN or its authorized cable operator as to the quality & functioning of STB.

IV. In case of any change, revision in the terms by TRAI (Telecom Regulatory Authority of India), the same shall become applicable to this application from the date of notification by TRAI

4. THE SERVICE:

I. The Service shall be provided on the Subscription Request provided by the Subscriber subject to any regulatory/governmental control and intervention in respect of the Service.

II. The Subscriber shall be bound to the SPE to enable the Subscriber to access the Service, on the Terms & Conditions of this Agreement, including any modifications, alterations, additions and substitution therein, from time to time.

III. In case subscriber has purchased the SPE, he/she/his/her acknowledges and agrees that he/she/his/her will not acquire right, title and interest in the SPE and that the SPE shall be returned by the Subscriber upon termination/ determination hereof and/or deactivation or temporary suspension of the Service. However VC shall always remain the sole property of CCN.

IV. The Channels/packages of Channels and the respective charge(s)/as available for commercial and residential CUSTOMER 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 of the Subscribed Service, the Subscriber shall submit the requisite form together with the applicable processing fee/deduction within 15 days in advance to enable processing of the same and be bound by the additional terms as may be applicable. Any change or withdraw all the changes shall be subject to the payment of the applicable processing fee/deduction.

A. The subscriber is bound to pay at month monthly charge(s) for the Subscribed Service with or without modification as stipulated above and he/she shall not be entitled for any refund/adjustment even if he/she opts out from such Service(s) before the expiry of one month.

B. Notwithstanding anything mentioned in Clause (a) above, where the subscriber has opted for a channel on an a/c-basis for a period less than three (3) months then he/she shall be liable to pay the price of the option channel the subscriber shall be liable to pay price of option channel for Lock-in-Period even if he/she opts out from such Service or his Service are deactivated in terms of this Agreement, before the expiry of such lock-in-period.

C. The Subscriber shall be liable to pay the SPE number and/or password provided by CCN and shall be liable to pay the amount of the bill generated by CCN for the SPE number and/or password provided by CCN as per subscription request.

D. The LCO may at its sole discretion continue to provide Services for a period of 15 days or more (hereinafter referred to as "grace period") even after the due date of subscription payment, in order to facilitate the Subscriber to make payment however such grace period, if at all provided by the LCO shall not be construed as right of the Subscriber and in case of deactivation of Services 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 included the Services availed during the grace period along with twelve percent interest per annum, and in such an event, the services by CCN Digital India to LCO will be determined by CCN after discussion with LCO (iii) The Service quality, functionality, availability and/or reliability thereof may be affected for reasons beyond the control of CCN or LCO in such event CCN or the LCO is entitled to, without any liability, refuse, limit, suspend, vary, disconnect, interrupt and/or terminate the Service in whole or in part at any time. Its sole discretion with respect to (iv) Subscriber's without any notice for any reason and/or due to various factors including but not limited to:-

E. Applicable law and/or directives of any authority/Court.

F. 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/equipments or the Service.

G. The requirement to combat potential fraud, sabotage, physical destruction, etc.

H. For any legitimate business purpose on breach of any terms of this Agreement force majeure circumstances, Act of God.

I. Compatibility with SPE; (H) any delay in payment of any dues by the Subscriber in case of suspension/disconnection/reconnection/reactivation may be affected by CCN discretion being informed by the LCO subject to its satisfaction and on such other further terms as CCN or the LCO may determine.

J. The Services provided in terms of this Agreement shall be as prevalent in the market which can be changed at the sole discretion of CCN.

K. The SPE provided to a Subscriber shall, at all times, remain the property of CCN, except in cases where STB has been purchased by the Subscriber. CCN shall not be liable for any incidental damage to the SPE or the Subscriber Premises from the use of SPE. The Subscriber shall take proper care of SPE and ensure its maintenance in proper working condition at all times. The SPE should not be given on loan/hire or transferred to anyone else.

L. In case, the SPE has been procured under a scheme in which the SPE was on security deposit basis, the refund of security deposit shall be subject to return of the SPE in proper working condition and submission of original receipt duly stamped by CCN at the above address, provided the Subscriber Service is continued till the time the refund of security deposit is claimed and there is no default in payment of applicable charges towards the Services provided by the LCO during the tenure of this Agreement. In case, the SPE procured under the rental scheme, the refund of unexpired portion of the rental amount, if any shall be made after deducting the proportionate rental amount for the unexpired portion of the rental amount.

M. The Subscriber shall be liable to return the SPE to CCN at the end of the term of the SPE. If the Subscriber fails to do so, CCN shall be entitled to recover the cost of the SPE from the Subscriber. CCN shall be entitled to charge, vary, add, withdraw the Subscribed Services given by the LCO, or part thereof and/or to vary the price relating thereon, which shall be binding on the Subscriber remains always subject to applicable law and/or directives of any authority/Courts. Request for any Services in addition to existing Subscribed service shall be at extra costs and on such other / further terms as are specified from time to time.) I. 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.

N. CCN shall be responsible for any defect (other than the defect due to unauthorized or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instructions) in SPE or any equipment/accessories forming part of SPE during the warranty period.

O. The Subscriber shall be liable to return the SPE to CCN at the end of the term of the SPE. If the Subscriber fails to do so, CCN shall be entitled to recover the cost of the SPE from the Subscriber. CCN shall be entitled to charge, vary, add, withdraw the Subscribed Services given by the LCO, or part thereof and/or to vary the price relating thereon, which shall be binding on the Subscriber remains always subject to applicable law and/or directives of any authority/Courts. Request for any Services in addition to existing Subscribed service shall be at extra costs and on such other / further terms as are specified from time to time.) I. 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.

P. CCN and/or its authorized cable operators are 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, documents, materials, equipments etc., as proof of violation of the Agreement and/or infringement of any intellectual property rights of CCN. The instances of privacy 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 CCN Digital India for such detection shall be valid and acceptable to and uncontested by the Subscriber. Subject to the applicable laws/regulations for the time being in force, CCN shall have rights to immediately disconnect the Service, if a SPE reported to have been involved in privacy. CCN shall have no liability whatsoever for disconnection of the Services by the LCO under the said provisions.

Q. This SAF provides options to the Subscriber to choose from various options to avail SPE from the LCO. The Terms & Conditions of the SPE options are also available on the website of CCN. On signing of the SAF, subscriber understand and agrees to abide by the applicable Terms & Conditions under which the SPE has been availed by him / her. In case the subscription fee is not paid and SPE is not returned to CCN, CCN shall have the right to charge an amount of Rs. 50/- (Rupees Fifty Only) per month as applicable from time to time towards maintenance charge from the respective LCO and the LCO will turn charge from the subscriber.

R. Subscriber can procure an STB of approve quality (as specified by Bureau of Indian Standards) from any source provided the same shall be compatible with CCN standards. (ix) The STB shall be solely used for availing services by CCN's authorized LCO and shall not be used for availing services of any other cable television service provider

S. The STB shall have only one year warranty from the date of installation at the subscriber's premises.

6. OBLIGATIONS OF SUBSCRIBER:

I. To deposit bills raised and payments thereof to the LCO, in such mode as may be notified from time to time, within the due dates of payments mentioned in the bills, either at the centers publicly informed and notified by the LCO for the collections of bills by way of depositing the billing amount in designated Bank/account, or by paying the same to the authorized persons / cable operators.

II. To use only such STB and apply only such VU issued for such STB as specified by CCN or the LCO, which are compatible with its network and registered in the name of the subscriber.

III. To take proper care of STBV/C of CCN and intimate immediately in writing to CCN or the LCO, in case of loss / misplacement of VC with or without STB, CCN or the LCO, shall thereafter, within reasonable time, deactivate the same. Subscriber shall continue to be liable for charges incurred on the said VC until it is so deactivated.

IV. Not to use before/after or off the STB (except TPV/PVD), any decoding, recording, equipment (loss) other than the equipment authorized and specified by CCN or the LCO,

V. To keep STBV/C in good working condition, repair, replace STB from any agents or agencies authorized or nominated by CCN.

VI. Not to remove or shift STBV/C from the CUSTOMER premises, without written consent of CCN or the LCO.

VII. Not to replace, steal, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, allow, misuse or tamper with the STB including the seal (see to prevent opening of STB) and VC. Any such act by the subscriber shall be construed as willful and criminal omission and/or commission on the part of the subscriber in addition to breach of his obligation in

CCN DIGITAL INDIA	
Contact No.	
E-mail id	
Contact person	

Customer ID: _____