

**SUBSCRIPTION CONTRACT AND WARRANTY TERMS AND CONDITIONS WITH THE
SUBSCRIBER FOR PROVIDING DIRECT TO HOME SERVICE
(For CPE Outright Purchase Scheme)**

The terms and conditions mentioned below form part of the Customer Application Form (CAF) signed or accepted by the Subscriber and are binding on the Subscriber.

- 1. Eligibility.** (1.1) An individual residing in India, above 18 years of age, fully competent under law to enter into the Contract or (1.2) a company/entity having its place of business in India, represented by an individual having appropriate authority to accept the Contract and sign the CAF.
- 2. Subscription Contract and Acceptance.**
 - 2.1 Subscription Contract.** These terms of service, as amended/modified from time to time, the CAF, the Privacy Policy and/or the offers and conditions on the Company Website, shall collectively be referred to as, the 'Contract/ Subscription Contract'. By executing the CAF and/or by using the Services and/or by using any of the services or products provided by the Company in connection with the Services, the Subscriber signifies that he/she has read, understood and accepted the terms and conditions mentioned in the Contract.
 - 2.2 Customer Application Form (CAF).** The Subscriber must provide accurate and complete information on the CAF together with supporting documents, including, without limitation, valid proof of address and identity and such other documents that may be mandated under law or requested by the Company. Identification proof must include photo identification proof, e.g. voter identification card, ration card, passport or driver's license. Company will not be liable for any incorrect information and/or document provided by the Subscriber, whether obtained illegally, or by means of fraud or forgery, or otherwise. The Company reserves the right to reject, in whole or in part, and without any liability whatsoever, any CAF without assigning any reason, including rejecting the CAF for incomplete or incorrect information/documents. The Company reserves the right to visit the Subscriber to conduct a verification.
 - 2.3 Heirs and Permitted Assigns.** Contract binds the Subscriber, his/her heirs, executors, administrators, successors, and permitted assigns, and the Company and its successors and assigns.
 - 2.4 Applicability of the Contract.** Contract applies to all users of the Services and/or CPE, including users who avail the Service and/or CPE through the Subscribers.
 - 2.5 Amendment/Modification.** Company, in its sole discretion, reserves the right to modify or revise the Contract, at any time. For the avoidance of doubt, such amended Contract will be deemed amended and effective immediately. The Subscriber agrees to be bound by such modifications or revisions. Your continued receipt of services or equipment shall constitute your acceptance of such amended Contract. Nothing in the Contract shall be deemed to confer any third-party rights or benefits. The Subscriber should periodically review the Company Website for the latest version of these terms of services and other policies forming part of the Contract.
- 3. Term.** The Contract will commence upon execution of the CAF and will remain valid, unless terminated in accordance with this Contract.
- 4. Territory.** Services by the Company are available only in India.
- 5. Subscription Services.**
 - 5.1 DTH Service.** Company grants the Subscriber permission to access the DTH Service, subject to Payments, in accordance with the terms of the Contract. DTH Services shall be provided by the Company to the Subscriber depending upon the Set Top Box selected by the Subscriber. Subject to technical and operational feasibility, DTH Service shall be provided within a reasonable time of receipt and acceptance of CAF by the Company, or such extended time as may be provided under Applicable Law. DTH Service must only be used within the location registered with the Company as the Installation Address and only for one Set Top Box. Additional Set Top Boxes will require an additional setup or registration as outlined below.
 - 5.2 Additional Services.** Company may also offer a Subscriber the option to avail the Additional Service(s) of the Company. Additional Service(s) is not an automatic entitlement enjoyed by the Subscriber and the Subscriber must specifically opt or subscribe to an Additional Service(s) to view the content transmitted on that Additional Service(s). Subscriber must be an active Subscriber having an Active Account Status availing the DTH Service

from the Company to be eligible to opt for an Additional Service(s). The Company shall be entitled to discontinue the Additional Services at any time during the term of the Contract (notwithstanding any advance payment made by the Subscriber) if such disconnection is necessary in accordance with Applicable Law or pursuant to any direction from the TRAI or MIB or any government authority

5.3 Personal Use. The Service and the CPE is provided by the Company to the Subscriber only for personal and non-commercial use and viewing in India. Consequently, the Subscriber is prohibited from using the Services and/or the CPE for commercial purposes or for any other purpose not contemplated under this Contract such as sale of access to the Service or sale of the CPE.

5.4 Interruption of Services. Company shall use reasonable endeavours to maintain the maximum possible uptime of the Services, as mandated under law, however, the Company cannot guarantee that the Services will be fault free without any interruption, disruption or downtime. Company may suspend the Services: (i) to carry out maintenance or testing; (ii) to safeguard the security and integrity of the Services or for technical purposes; or (iii) if so directed by the government. Company may, from time to time, block any of the Services and/or any individual Subscriber, if required to do so under Applicable Law or if directed by court or judicial authority or a government authority or government regulator, government department, government ministry, including MIB, TRAI. Company shall not be liable to refund any amounts to the Subscriber nor compensate the Subscriber for any such disruption of Services or for any of the above reasons unless (i) otherwise required by law; or (ii) such amounts are proven to be payable by the Company pursuant to a direction, order or judgment of a court or judicial authority or government authority or government regulator or government department or government ministry. Certain services (including, without limitation, some DTH Services, sporting events and broadcast network Services) may be blacked out in your viewing area if required for legal purposes or under Applicable Law.

5.5 Quality, functionality, and/or availability of the services. Quality, functionality, and/or availability of the Services may be affected and the Company, without any liability whatsoever, is entitled to refuse, limit, suspend, modify or disconnect the Services or any Packages or any Offer (in part or whole) at any time, for any cause, subject to Applicable Law, including, but not limited to, the following: -

5.5.1 Any violation of applicable rules, regulations, orders, directions, notifications, conditions of the License Agreement, etc., issued by Government/ MIB /TRAI, or any other law for the time being in force;

5.5.2 Any discrepancy in the particular(s) provided by the Subscriber in the CAF;

5.5.3 If the Subscriber defaults in making a payment (including past defaults) for the Services or for any other charges due to the Company;

5.5.4 During technical failure, modification, up-gradation, variation, relocation, repair and/or maintenance of the systems/equipment;

5.5.5 To combat potential fraud, sabotage, wilful destruction or threat to national security;

5.5.6 Transmission limitation caused by topographical, geographical, atmospheric, hydrological and/or mechanical or electronic constraints/limitations and/or due to non-availability of suitable technical sites to install/upgrade the network;

5.5.7 Due to Force Majeure;

5.5.8 If the Services are used in violation of any law, rule or regulation, or for a purpose other than that declared by the Subscriber at the time of subscription;

5.5.9 Any bonafide action taken by the Company to protect its Intellectual Property Rights (IPR) or such rights of the content providers or any other person, whose interest the Company is bound to protect under contract or law;

5.5.10 Change in the business and/or regulatory environment;

5.5.11 If Channels forming part of a Package or Offer are subsequently unavailable on the platform of the Company for any reason whatsoever / or for reasons beyond the control of the Company, including interruption of services on account of broadcaster blacking out signals of the channel or due to outages.

5.5.12 Where the price or the nature of any constituent channel of a subscribed bouquet of pay channels is changed to FTA (or vice versa).

5.5.13 Any legal, commercial or other reason, which the Company finds as reasonable warranting a limitation/disconnection of the Services.

5.6 In the event that the broadcaster from whom a-la-carte Channels or Bouquets have been procured by the Company undertake any of the following actions:

5.6.1 modify, amend, change the name, genre, language, definition, format, logo of Channels

5.6.2 modify, amend and/or withdraw any a-la-carte Channel or Bouquets;

5.6.3 modify, amend and change MRP of channels or discounts offered;

5.6.4 makes any other change which has an impact on the existing offering of the channels.

The Company shall be permitted to undertake corresponding modifications/withdrawal to/of the Packages, in each case to the extent permitted under Applicable Law.

6. Activation Services, Creation and Access to Subscriber Account.

6.1 Creation and Activation. In order to activate the Subscriber Account, the Subscriber must make necessary Payments and also communicate its consent, by accepting the terms of the CAF and this Contract. Such consent shall be communicated by the Subscriber by communicating the one-time passcode received by the Subscriber through SMS on the Registered Mobile Number of the Subscriber, with the Installer at the time installation. Such verification by sharing the one-time passcode shall be considered as an acceptance by the Subscriber of the CAF and this Contract and it shall be deemed that the Subscriber has accepted purchase and delivery of the CPE. The Subscriber shall always provide the Company with accurate, current and complete information of the Subscriber, including in the CAF. The Subscriber shall promptly inform the Company about any change in such information.

6.2 Subscriber Account and Security. Upon creation of the Subscriber Account, the Subscriber shall be allotted a Subscriber ID. Company reserves the right to issue a new Subscriber Account or Subscriber ID to the Subscriber from time to time. All transactions between the Company and the Subscriber shall be done through the Subscriber Account. Subscriber is solely responsible for the activity that occurs on the Subscriber Account and registered mobile number (including maintaining the security of login details, passwords, passcodes (including the one time passcode) shared on the registered mobile number) and must immediately notify to the Company of any violation of security or unauthorized use of the Subscriber Account or Subscriber ID or registered mobile number. The Company will not be liable for any losses incurred by the Subscriber due to any unauthorized use and Subscriber will be liable for all losses incurred by the Company or others due to such unauthorized use.

6.3 Transactions. Subscriber may transact either online by visiting the Company Website, calling the Helpline or by using the short messaging (SMS) facility (if any) or missed call facility (if any) provided by the Company or Whatsapp. No financial transaction will be processed by the Company if the Subscriber or any of its Authorised Representatives fails to provide all relevant and correct details as requested by the Company, including details to verify the authenticity of the Subscriber/ Authorised Representative (as the case may be). Company, from time to time, may introduce alternative options to access and transact under the Subscriber Account. The Company reserves the right to withdraw any of the options at any time. The Registered Mobile Number of the Subscriber will be the primary number throughout the Term and the Subscriber shall continue to receive all (a) payment reminder or confirmation messages; (b) confirmations of transactions in connection with the Subscriber Account; and (c) other promotional or service-related messages and transactions in connection with the Subscriber Account. Company may also permit use of the registered Additional Registered Number for certain Transactions as stated herein from time to time. Subscriber may add or delete the Additional Registered Number linked to her/his account by logging on to the Website. Subscriber shall deem to have consented to receive such messages from the Registered Mobile Number and Additional Registered Number.

6.4 Helpline. Calls by the Subscriber or the Authorized Representative from Registered Mobile Numbers and/or Registered Telephone Number and/or Additional Registered Number, will be identified by the Helpline. The Company reserves the right to ask questions to verify the identity of the caller. If calls are made from an unregistered number, the Company may seek verification details in accordance with a verification process. Upon identification of the Subscriber Account, the Subscriber may be given an option to de-register the existing number and replace it with the new number. The Company reserves the right to monitor and record the calls made by the Subscriber to the Company.

6.5 Authorised Representative. The Subscriber, at its sole discretion and risk, may share the Subscriber ID with its Authorised Representative. The Authorised Representative must meet the Eligibility Criteria mentioned above in Clause 1. The Subscriber acknowledges and agrees that by taking any actions or allowing any actions to be taken on behalf of the Subscriber by the Authorised Representative, including without limitation, selecting a Package, accepting the Service and signing the CAF, the Subscriber accepts to be bound by the terms and conditions of this Subscription Contract.

7. Setup, Installation and Relocation.

7.1 CPE.

7.1.1 Service is only compatible with the CPE which is procured by the Subscriber either (i) directly from the Company or (ii) through the authorised distributor or dealer of the Company. The Subscriber is informed that the Service cannot be operated or availed by the Subscriber without the CPE. Once subscriber has given his consent for purchase of CPE, the Company will install a suitable CPE for Subscriber at his/her Address to facilitate provision of and use of the Services. To use the CPE, the Subscriber will need compatible Incidental Accessories such as television sets and/or services of third party for Installation (for example, technician or electrician). Company will endeavour to inform the Subscriber in advance if such services are required during the Installation. Company shall not be responsible for actions of any such third-party service provider of the Subscriber.

7.1.2 The Company may give an option to the Subscriber to opt for CPE without ODU. In the event, the Subscriber opts for CPE without ODU, then (i) the Subscriber shall be solely responsible to arrange for ODU which is compatible with the CPE provided by the Company to enable the Subscriber to avail the Services and/or (ii) the Subscriber shall be solely responsible to pay all costs, charges and expenses in connection with the ODU including without limitation costs, changes and expenses for procurement, installation, maintenance of the ODU and/or (iii) the Warranty or the Annual Maintenance Service (if any) given by the Company for the CPE will not be applicable for the ODU procured by the Subscriber. In the event the Subscriber opts for CPE without ODU, then it shall be deemed to be construed that Subscriber has all the right and authority to use the ODU to avail the Services of the Company. The ownership of the ODU will continue to vest with the Subscriber. Further, the Subscriber opting for such an offer shall be solely responsible for all matters related to the ODU and shall indemnify the Company against all claims, damages, obligations, losses, liabilities, and expenses (including but not limited to attorney's fees) arising from the use of the ODU including without limitation ownership claims from any third party or any other claim of misappropriation or theft of the ODU. The ODU supplied by the Subscriber shall be considered as Incidental Accessories provided by the Subscriber and all the terms and conditions of this Contract relating to Incidental Accessories shall apply to the ODU including clause 7.2 below.

7.2 Incidental Accessories and services. The Subscriber shall be solely responsible to ensure compatibility of the Incidental Accessories and services with the CPE. The Subscriber shall ensure that the Incidental Accessories and services meet the system requirements of the CPE. The Company does not warrant or accept any responsibility for operation of the Incidental Accessories and services.

7.3 Delivery and Installation of the CPE. CPE will be delivered and installed at the Address. Installation will take place at a time convenient to both, the Subscriber and the Company. Company will make reasonable efforts to arrange for an Installer to perform Installation on the date and at the time requested by the Subscriber. Installation shall be done only in the presence of Subscriber or the Authorised Representative. At the time of the Installation, the Company may require the Subscriber to submit copies to verify the information provided to the Company. Identification proof could include photo identification proof such as ration card, passport. If the Subscriber is interested to reschedule the installation time, the Subscriber must inform the Company by contacting the Helpline at least forty-eight (48) hours prior to the scheduled Installation. CPE will be installed at the Address only upon Subscriber or the Authorised Representative making necessary payments and presenting the passcode received by Subscriber as more particularly detailed in clause 6.1.

7.4 Charges for Installation. Subscriber shall be responsible to pay the Installation Charges charged by the Company, as per existing tariff.

7.5 Permissions for Installations. By fixing the date and time of Installation, it shall be deemed to be construed that the Subscriber has granted the Company to do the installation activities. Prior to scheduling the Installation, the Subscriber needs to obtain the necessary permission(s) or authorisation(s) required for installation at the Installation Address including the requisite permission(s) or authorisation(s) to access any common (or third party) property for the purpose. Subscriber shall be solely responsible to resolve all third-party objections raised during Installation. Subscriber must ensure that Installers of the Company can safely access the location for Installation including any common (or third party) area and carry out the Installation in a safe and peaceful manner.

7.6 Inability to Install. Company shall not be responsible in any manner whatsoever under this Contract, if the Installation has not been performed or completed or cannot be performed because (i) any necessary permission(s) or authorisation(s) have not been obtained or are withdrawn; or (ii) the Subscriber or Authorised Representative are not present at the appointed time or (iii) the Subscriber has failed to furnish documents as may be required by the Company or (iv) for reasons attributed to the Subscriber including non-availability of Incidental Accessories and services including third-party services such as electrician needed for Installation or (v) of any

other Force Majeure. Company may consult the Subscriber on matters regarding Installation, however, the decision-making authority on all Installation matters shall solely vest with the Company given the expertise that the Company has in connection thereto.

7.7 Relocation of Services. Company allows its Subscriber to change the Installation Address for provision of the Services to another residence, office or location of the Subscriber within the selected geographical area or locations where the Services are provided by the Company. If the Subscriber is interested to change the Address, the Subscriber must inform the Company by contacting the Helpline and booking a Relocation Work Order by giving the Helpline details of the new Address. Subscriber will be informed about the procedure and the applicable charges, as fixed by the Company, from time to time. Company shall not refund any amount to the Subscriber if he/she wishes to relocate or shift to locations where the Services are not provided by the Company. Additionally, the Company does not guarantee that the Service can be provided at the new Address or that the Subscriber will receive the Service at the new Address, even if such Services are provided in that location and/or area. Installation at the new Address will be subject to the terms and conditions applicable in connection with the Installation Services, including submission of valid proof of the new Address and/or such other information and document that may be required by the Company. In case the Subscriber relocates on his / her own without using the services of the Company, then the Company shall have the right to suspend the warranty provided to the Subscriber.

8. CPE.

8.1 Ownership. Upon payments of Purchase Price, CPE shall be the property of the Subscriber. CPE has been provided to Subscriber through outright purchase scheme. For the removal of doubts, it is clarified that the rights, title, control, interest and legal ownership in such CPE shall be with the subscriber subject to payment of Purchase Price.

8.2 Digi Card. Subscriber must not and must not allow anyone else to otherwise tamper with or use the Digi Card sold to them, in any manner not specifically authorised by the Company. Each DigiCard is compatible with only one Set Top Box and cannot be used on any other Set Top Box. In order to receive an uninterrupted Service, Subscriber must keep the DigiCard in the Set Top Box and the Set Top Box must be connected to a main power supply and minidish and kept at the standby mode when not in use. If required, Company in its sole discretion shall update the software in the Set Top Box by sending signals to the Set Top Box. Company will deactivate the DigiCard if it is necessary to protect the security of the Company's system or any other part of the Service or if the Company believes the Subscriber is using the DigiCard in a manner which is not authorised.

8.3 Use. Subscriber must use the CPE always in conjunction with Company Services and must comply with all manufacturers' instructions and any other reasonable instruction provided by the Company. Subscriber is advised to refer to the manufacturer manual or such other manuals supplied with the CPE concerning installation and safety information and must read all instructions as well as safety and security information before using the CPE. Further, the CPE must be used by the Subscriber in accordance with the guidelines, instructions and other specifications provided to the Subscriber from time to time. All such services catalogues, manuals, booklet issued by the Company from time to time shall be binding on Subscriber.

8.4 Incidental Accessories and services including Power Supply. Subscriber is solely responsible to supply the incidental accessories and services, including power supply. Company will not be liable if any Incidental Accessories and/or services are faulty or incompatible and the loss or inability to use incidental Accessories and/or services shall not absolve the Subscriber from the Subscriber's liability to pay charges on account of the Service and/or the use of the CPE.

8.5 Warranty.

8.5.1 Company may provide warranty in connection with the CPE in accordance with Applicable Law. The Warranty is given only for the hardware portion of the CPE (CPE Hardware) and not for the software embedded in the CPE or for any other portion of the CPE including the Digi Card. In the event, the Company provides a warranty on the CPE Hardware, the period of warranty shall commence from the first date of Installation of the CPE at the Installation Address of the Subscriber. During the warranty period and subject to the clause 8.5.3 below, the Company shall repair the CPE Hardware without any charge to the Subscriber. The Warranty (if any) provided to the Subscriber shall be non-assignable and non-transferable.

8.5.2 Company specifically disclaims any statements made indicating that the CPE shall be without any fault or damage including faults or damages resulting from exposure to adverse environmental conditions including excessive moisture and excessive temperatures, damage to the CPE because of Force Majeure. Subscriber

must always maintain and keep the CPE in good and useable condition (normal wear and tear excepted) to continue availing the Services or the Warranty for the CPE Hardware. During the warranty period only the Company is authorised to repair the CPE.

8.5.3 The Warranty will not cover the following: (a) Software which is embedded in the CPE. The Company makes no other representation, either express or implied, regarding the Software. All warranties or representations, including implied warranties of merchantability and fitness for a particular purpose, title and non-infringement, are disclaimed by the Company (b) damage to the CPE Hardware due to exposure to adverse environmental conditions including excessive moisture and excessive temperatures, (c) accidental or deliberate damage or alternation to, or misuse or neglect of the CPE Hardware by the Subscriber or anyone, (d) any defect in the CPE Hardware due to any unauthorized or improper use, replacement, removal, modification, alteration, tampering, negligence or failure to follow the instructions of the Company or the manufacturer or as set out in the Tata Play Subscription Contract or as set out in any user guides authorized by the Company and other materials authorized by the Company which is provided to the Subscriber from time to time; (e) damage to the CPE Hardware on account of Force Majeure; (f) CPE on which the serial number or other applied and identifying labels have been removed, defaced or altered or cosmetic damage or changes have been done to the CPE; (g) Installation of the CPE by any other person other than the Installer or use of Incidental Accessories which are not compactable with the CPE or parts provided or services rendered by any third party in connection with the CPE during or after the Installation of the CPE; (h) damage or faults arising due to defects or faults at the location of the property at the Installation Address; (i) damage arising to the Subscriber property at the Installation Address which is caused by Force Majeure or an act of omission, commission or negligence by the Subscriber or any other third party persons or third party service provider; or (j) In the event, the CPE is moved from the Installation Address without informing the Company or by an unauthorized person (k) Cosmetic failures (bezels, top covers, mechanical damage to the CPE (l) Liquid damage in the CPE including contamination or corrosion (m) Infestation or contamination by insects or animals of the CPE (n) Any modifications, changes or unauthorized use of the CPE . Subscriber will bear the costs and losses for individual CPE components in the aforesaid cases.

8.5.4 After the expiration of the Warranty Period, the Company does not have any obligation / liability to the Subscriber if there is any defect in the CPE Hardware. The Company may provide the Subscriber with an Annual Maintenance Service facility for getting the CPE Hardware serviced after the end of the Warranty Period subject to an annual charge as may be determined by the Company from time to time. The Company reserves the right to charge the Subscriber and debit such amounts from the Subscriber Account for any service visit made by the Installer for CPE that do not fall within the Warranty Period or for any repair done to the CPE after the Warranty Period or repair done to the CPE for defects which are not covered under the Warranty.

8.6 No Commitment on Uninterrupted Services. Tata Play Service and/or the CPE is supplied by the Company on 'As is and Available' basis. Company does not guarantee that the services will be uninterrupted error-free or free from computer viruses, or harmful components. The Company hereby disclaims all such warranties and conditions with respect to the Service or the CPE. The Company makes no guarantee that the functionality of, features contained in, or services accessed from, performed by, displayed on or linked to from, the Services/ or the CPE will meet the Subscriber's requirements, or that defects in the Services will be corrected.

8.7 Anti-piracy. Piracy is a criminal offence under law and reproduction, distribution, publication, copying, downloading or exploitation of any CPE or the content transmitted through the CPE is strictly discouraged by the Company. In furtherance to this intent, Company, with or without notification to the Subscriber, may deploy security measures to detect piracy or any unlawful activity that may be conducted in association to the Services or the CPE sold by the Company. These security measures could include without limitation fingerprinting mechanism and monitoring of all activities connected to the service including usage of the Services or the CPE under this Contract. Company reserves the right to enter the premises to inspect and audit the premises without any prior notification. Company has the right to immediately deactivate, cancel and terminate the Service and/or this Contract. The forgoing rights shall be in addition to all the other rights that the Company may have under the law including without limitation initiating proceedings including legal proceedings, sharing information with the enforcement agencies.

8.8 Inspection. Company, without any prior notification and during reasonable hours permitted under the law any time during the Term of the Contract, may enter the Address, or such other locations where the Services are availed by the Subscriber, to inspect and verify if the Subscriber is in compliance with the Contract. Company shall be entitled to take photographs and collect documents, materials, equipment or other information necessary as proof of any violation of the Contract or intellectual property rights of any party.

9. Distribution Retail Price, Subscription Fees, Other Charges and Payments.

- 9.1 Prices.** All Payments and charges including Network Capacity Fee, Activation Charges, Installation Charges, Subscription Fees, CPE Purchase Price and any other charges shall be payable by the Subscriber in accordance with the tariff plans and associated offers that may be introduced by the Company from time to time, subject to and in accordance with Applicable Law and displayed on the Company Website. The Company reserves the right, without any previous notification to the Subscriber, to change the prices, including increase the prices or modify the plan and offer in accordance with Applicable Law. Subscriber must visit the Company Website for the updated prices, tariff plans and offers. Subscriber shall be entitled to only those discounts, credits or refunds as expressly authorised by the Company.
- 9.2 Taxes.** Unless otherwise specified by the Company, the Subscriber is solely responsible and liable for payment of all taxes, duties, levies and charges imposed by or under any applicable law in connection with the Service including DTH Services or any associated services. Taxes collected by the Company from the Subscriber will not be refunded under any circumstances including cancellation or termination or deactivation of the Subscription for any reasons by the Company or at a request of the Subscriber. Further, the Subscriber undertake to make the payments as and when charged by the Company towards any claims made by any taxing or government authority for reasons of (i) retrospective increase of taxes, levies, charges for any Services already rendered by the Company to Subscriber or (ii) adjudication that the Company should have made a deduction or withholding for or on account of any Taxes from the Subscriber which the Company did not make. Subscriber undertakes to indemnify the Company for such taxes and hold us harmless from and against any Taxes, interests or penalties levied or asserted in connection therewith. Subscriber agrees that the provisions of this section override all other contrary terms that may be stated in this document and/or any other publication and/or documents that may have been issued to Subscriber including without limitation any statements made at the Helpline, publication on the website or any bills, invoices, statements, Vouchers, Work Orders, refund receipts (if any) etc.
- 9.3 Payments.** The Subscriber must make all Payments as per the applicable plan. Company reserves the right to charge the Subscriber additional amounts, including for Relocation Services, repair services, or such other offers, packages and additional services provided or associated with the Content Distribution Services. The Subscriber has an option to make all Payments through (i) an authorized dealer of the Company; (ii) online payment facility available on the Company's Website, or (iii) purchase of Voucher or (iv) using any other payment method, as may be notified to the Subscriber by the Company from time to time. Vouchers are not valid after the applicable expiry date stated in the Vouchers. Fees paid towards the Voucher purchased by the Subscriber are non-refundable. Vouchers can be used only once and once consumed against crediting the Subscriber Account, the Vouchers cannot be cancelled or transferred. The Subscriber shall pay all dues in full, without any deduction, set-off or withholding in respect of the Services provided by the Company, including associated services in connection with the Subscriber Account, whether authorised by the Subscriber and whether these dues exceed the assigned credit limit (if any). Acceptance of payment from a person other than the Subscriber will not amount to the Company having transferred or subrogated any of the rights or obligations of the Subscriber to such third party.
- 9.4 Account Balance.** Account Balance is non-transferable. All Payments due to the Company will be debited through the Subscriber Account including without limitation CPE Purchase price, Installation Fee, Activation Fee and Reactivation Fee. Monthly Subscription Fee towards the Selected Packages will be debited through the Subscriber Account on a daily basis, unless otherwise informed by the Company. Any Day-Parts will be treated as a full Day for purposes of Subscription Fee. Subscriber must maintain a Minimum Account Balance to ensure uninterrupted services from the Company. Notwithstanding anything stated herein, the Company reserves the right to offer schemes / packs where advance Payments would be required to be made by the Subscriber
- 9.5 Due Date and Non-payment.** All payments shall be made in full by the due date. Any delay in payment beyond the due date will result in suspension or disconnection of the service as deemed fit by the Company. The Subscriber must ensure that a Minimum Account Balance is maintained in the Subscriber Accounts at all times. All payment made by cheques and other non-cash payments are subject to realization. In case the cheque issued by the Subscriber is dishonoured or returned by the relevant bank for any reason, including insufficient funds, Subscriber shall be liable to pay such charges as may be levied by the Company, without prejudice to the other rights that the Company may have under law for recovery of monies and dishonour of cheques. In case any services provided by the Company are post-paid, any non-payment of fees and charges before the due date shall attract interest at 18% per annum or the maximum rate permitted by law. All foregoing rights of the Company for recovery of dues from the Subscriber shall be without prejudice to other rights that the Company may have under law or under the Subscription Contract including, without limitation, deactivation and cancellation of the Services. The Company at its sole discretion may extend good will credit to a Subscriber. This shall not amount

to admission of any fault or deficiency on the part of the Company and shall not be construed as waiver of any of its rights, privilege or remedy under law or otherwise.

9.6 Account Statement. Subscriber Account Statement will be updated on a periodic basis and can be accessed anytime on My Account. The Account Statement will contain details of the transactions made between the Subscriber and the Company in the previous month in connection with the Subscriber Account. Account Statements for the previous six months can be accessed by the Subscriber, free of cost, on My Account. Subscriber is solely responsible to ensure that the Subscriber has internet connection and/or necessary computer infrastructure to access and/or use My Account. Subscriber may request copies of the Account Statement for the previous month, which may be provided by the Company via e-mail to the registered email address. The Company reserves the right to charge additional amount for such additional services (such as material charge, visit charge, swap charge etc.) and debit the amount from the Subscriber Account, subject to Applicable Law, and the Subscriber hereby consents to the same. It shall be the responsibility of the Subscriber to ensure that the Company has the correct and latest email address.

9.7 Dispute regarding Account Statement /Charges. In case of any disputes(s) regarding the charge(s) levied, the Subscriber shall notify the Company in writing within seven (7) days of receipt of the Account Statement and/or notification from the Company, failing which, such Account Statement and/or notification from the Company shall be considered as undisputed. Subscriber shall also pay full amount of disputed charges, if any, irrespective of any pending dispute(s). No waiver by the Company to the Subscriber shall, in any event, become effective unless the same is in writing and such waiver shall be effective for the limited and specific instance for which it is given.

10. Offer, Discounts, Packages and Package Migration.

10.1 A-la-carte Channels, Packages and Offer. DTH Services is offered by the Company to the Subscribers in the form of A-la-carte Channels or Packages of Channels. Subscriber may either select A-la-carte Channels and/or any Packages. In addition, the Subscriber may subscribe to Platform Services or such other associated services as may be introduced by the Company from time to time. The details of such A-la-carte Channels, Packages and associated services shall be published on the Company Website. Subscriber must visit the Company Website for the latest information in this regard.

10.2 Changes in the Offerings. The Company is constantly evolving in order to provide the best possible experience and information to its Subscribers. Consequently, different plans, schemes, top ups, and/or packages offered by the Company shall have correspondingly different compositions, prices, charges, fees and terms and conditions applicable to them, all of which are subject to change by the Company or the Broadcaster, from time to time, in line with Applicable Law. Company reserves the rights to change, replace, modify, suspend, cancel or discontinue any or all A-la-carte Channels, Packages or Platform Services or associated services in accordance with Applicable Law. Subscriber must visit the Company Website for the latest information on the Offerings.

10.3 Package Migration. Company allows its Subscriber to make a request to the Company to change the Selected Package subscribed by the Subscriber. Only Subscribers who have an Active Account Status with the Company, having a Minimum Account Balance and amount in their account for payment of Network Capacity Fee, can opt for Package Migration. Subscriber will be liable to pay the applicable charges for the requested new Selected Package and such charges shall be payable before availing the new Selected Package. The requested new Selected Package will become effective within a reasonable time from the date of such request or within the period mentioned under the Applicable Law. Needless to state, the Subscriber may continue to avail one or more Packages offered by the Company. Further, Company shall have the right to migrate the Subscriber from its Selected Package to another Packages and/or Offering of the Company for any reasons including without limitation changes in the commercial, business and/or regulations environment, subject to Applicable Law.

10.4 MultiTV Subscription. Company allows the Subscriber to receive the Service on up to three Additional Set Top Boxes, in addition to the Primary Set Top Box, under the same Subscriber ID under the applicable MultiTV Subscription Scheme. These Additional Set Top Boxes shall also be sold to the Subscribers. Only Subscribers who have an Active Account Status with the Company and continue to make timely Payments as per the MultiTV Subscription Scheme including towards Subscription Fee, Network Capacity Fee, CPE Purchase Price, Installation Charges and Activation Fees for each of the Set Top Boxes including Primary Set Top Box, are eligible to opt for and avail the benefits of MultiTV Subscription. Subscriber may select any of the Services for each of the additional three Set Top Boxes. Subscriber must visit the Company Website for the latest policy relating to MultiTV Subscription, if any, provided by the Company.

10.5 Additional or supplementary Services. Company is entitled to add/alter or withdraw any additional or supplementary Services, including the charges for the same, at any time, in its sole direction, in accordance with the Applicable Law. Provision of additional/supplementary Services shall be on such other/additional terms and conditions as specified by the Company from time to time and such other/additional terms and conditions shall be deemed to be a part and parcel of the Contract.

10.6 Discounts and Special Benefits Schemes. Company may announce discounts or other special benefit schemes pertaining to the Service and/or additional/supplementary and subject to Applicable Law, may withdraw/vary/extend such schemes in case of a change in Applicable Law or at its sole discretion without incurring any liability whatsoever.

11. Subscriber Undertakings. The Subscriber acknowledges, agrees and undertakes:

11.1 That the documents/details submitted by the Subscriber along with the CAF are subject to acceptance by the Company. In case of non-acceptance/rejections of documents, the refund towards the amount already paid to the Company to avail the Services/products, wherever applicable, will be made as per the Applicable Law, as may be amended from time to time.

11.2 To pay to the Company all the charges including the tariff charges as published and notified by Company from time to time, in a timely manner.

11.3. That the Subscriber is fully conversant with the Services provided by the Company together with its charges, specification, requirements, limitations, etc., and has accepted and/or signed the Contract with complete understanding of the terms and conditions and of the obligations of the Subscriber.

11.4 To comply with all Applicable Laws, including all the directions issued by the Company related to the network, service, equipment, or connected matters and shall provide all information and co-operation to the Company from time to time.

12. Deactivation, suspension, termination, and reactivation.

12.1 By Subscriber.

12.1.1 Deactivation of a particular Service. Company allows its Subscriber to make a request to the Company to deactivate a requested particular Service (such as A-la-Carte Channel or a Package or a Platform Service or any other associated Service), from the subscription of the Subscriber. A request for deactivation of a particular Service can be made by the Subscriber by calling the Helpline Number or any such options that may be provided by the Company from time to time. However, the Company reserves the right to refuse such deactivation request if the subscription of that particular Service is within the lock-in period which was declared by the Company on the Company Website.

12.1.2 Suspension of a particular Service. Company allows its Subscriber to make a request to the Company to suspend all the Service availed by the Subscriber for a temporary period. Only Subscribers who have an Active Account Status with the Company can opt for the Temporary Suspension Facility. Subscriber must visit the Company Website for the latest policy to avail the facility of Temporary Suspension Services provided by the Company.

12.1.3 Termination of all the Service. Subscriber may cancel or completely discontinue availing all the Services provided by the Company by contacting the Company. However, the Company reserves the right to refuse such deactivation request if the subscription of any of the Service is within the lock-in period which was declared by the Company on the Company Website. In such an instance the Company reserves the right to make the cancellation request made by the Subscriber, effective from the date on which such lock-in period comes to an end. In case of a complete discontinuation of the Service, the Subscription Contract shall automatically stand terminated from the date of cancellation or discontinuation of that Services.

12.2 By the Company. Company reserves the right, without notice or any liability whatsoever to the Subscriber, to interrupt, deactivate, suspend, cancel, modify, or terminate any Services supplied to the Subscriber or deactivate the Subscriber Account if such action is deemed necessary by the Company (i) under any law or is requested by any competent authority; (ii) non-payment by the Subscriber or failure by the Subscriber to maintain the Minimum Account Balance (iii) for unauthorised use of the Services by the Subscriber, (iv) for technical, maintenance, security or failure or degradation of any facilities, equipment or systems used to provide the Service; (v) to combat any acts of piracy, fraud or misuse of the Service; (vi) due to any act beyond the control

of the Company; (vii) for any legitimate business purpose; or (viii) for reasons of threat to national interest, or in the event of emergency, such as, war or similar situation or if the services or content is anti-national, promotes political / religious propaganda, against public policy, banned or restricted from being distributed under any Applicable Laws or the Company otherwise determines that it is objectionable or obscene or derogatory to any person or class of persons or hurts the religious sentiments of any religious group or infringes the privacy rights of any individual or is not in the interest of subscribers or the general public. In the event of an interruption, suspension or deactivation of the Service, the Company may, at its discretion, reactivate the Service, subject to any conditions that the Company may impose from time to time.

12.3 Reactivation. Company reserves the right to reactivate any suspended, cancelled or deactivated Subscriber Account at its sole discretion, subject to Applicable Law. Upon reactivation, the Company may in addition to charging reactivation fees, deduct the expenses, charges and/or penalties that the Company may deem fit, subject to Applicable Law. These additional charges shall be debited from the Subscriber Account or separately recovered from the Subscriber at the option of the Company.

12.4 Consequence. Any deactivation or termination of the Service hereunder will be made applicable to all Digicards across all Set Top Boxes covered under a Subscriber Account. Any deactivation or cancellation of the Service shall be affected by deactivation or cancellation of the Digicard. Deactivation, suspension or termination shall be without prejudice to any other rights or remedies a Party may be entitled to in law or under the Contract and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Contract, which is expressly or by implication intended to come into or continue in force on or after such termination.

13. General Provisions.

13.1 Privacy and Data Protection. By subscribing to and activating the Company services and purchasing the CPE, the Subscriber(s) grants the Company (or its subcontracts or business associates) the permission to contact the Subscriber(s) through Call, SMS, Social Media, Mobile Applications or any other means for any reasons (including for reasons connected to the service or otherwise). The Subscriber acknowledges and agrees that the foregoing consent given to the Company (or its subcontracts or business associates) shall be notwithstanding the Subscriber being registered under the National Do Not Disturb Registry (or any such records).

13.2 Any information collected from a Subscriber or its Authorized Representative is subject to the terms of the Privacy Policy on the Company Website, the license agreement of the Company with MIB and Applicable Law. Subscriber (or Authorized Representative, as the case may be) grants its express consent to the Company to collect, and use information (including sensitive personal information) of the Subscriber and/or Authorized Representative, and contact the Subscriber and/or Authorized Representative using their information for the following purposes:

- 13.2.1** share information with regard to the subscription account such as alerts and account information.
- 13.2.2** fulfil the Subscriber's or Authorized Representative's requests regarding the Services;
- 13.2.3** respond to inquiries;
- 13.2.4** conduct market research;
- 13.2.5** enforce the legal terms or for other legal purposes;
- 13.2.6** prevent fraud or potentially illegal activities;
- 13.2.7** perform analyses;
- 13.2.8** provide technical support;
- 13.2.9** improve its products and/or Services;
- 13.2.10** share marketing materials
- 13.2.11** contact Subscriber or Authorized Representative for surveys or feedback;
- 13.2.12** execute other activities such as promotional activity, marketing campaigns.
- 13.2.13** to recommend products and services
- 13.2.14** to provide ads, offers and other sponsored content
- 13.2.15** to perform its obligations and duties as required by customary business practices.
- 13.2.16** to deliver personalized features, advertisements, suggestions, content, products and offerings from us or third parties based on your information, preferences or viewing or browsing history, etc.
- 13.2.17** to facilitate and ease payments by permitting storage of such information such as your credit or debit card number and other card and other account information

The Company may use information from the Subscriber or Authorized Representative for the above purposes if it deems it necessary to do so for its legitimate business interests.

13.3 Records and Sharing of Information. Company (or any of its sub contractor business associates or affiliates or group companies) shall be entitled to store, transfer, process and/or retain all the information relating to the Subscriber and/or Authorized Representative, including all information shared by the Subscriber and/or Authorized Representative, Transaction Details, in India or outside in India. Company reserves the right to share information about the Subscriber (including personally identifiable information and viewing trends) with third parties (which shall include without limitation business associates, broadcasters, content and technology providers, consultants, service providers) including without limitation for, (i) performing marketing, administration or other services including technical support; (ii) administering and processing requests; (iii) assisting in product development, research, strategic, financial or other business decisions; (iv) collecting patterns and conduct analysis, market research, analysis of group statistical patterns of the Subscribers to understand trends and patterns; (v) obtaining professional advice including, enforcement of legal terms, prevention of fraud etc.; (vi) responding to proceedings (including legal, e.g., in response to a court order or a subpoena) or disclosing information upon request of law enforcement agencies. (viii) for the act specified in clause 13.2 above.

13.4 Third Party Rights. Subscriber shall not violate any third-party rights. Subscriber shall not make any public statement or media statement connected to the Company or its affiliate or group company or in relation to the services.

13.5 Force Majeure. The Company will not be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a Force Majeure ceases to exist, the Company may perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. Reasonable efforts shall be made to minimise such service disruptions. If Force Majeure persists, the Company will be entitled to terminate the Contract on written notice. The Subscriber shall remain liable for all charges during any such disruptions, unless decided otherwise by the Company.

13.6 Disclaimer and Limitation of liability.

13.6.1 The Company makes no express or implied warranties, guarantees, representations or undertakings whatsoever regarding the Services/ equipment etc., unless expressly mentioned in the Contract. The Company specifically disclaims any statements indicating that the CPE shall be without any fault or damage, including faults or damages resulting from exposure to adverse environmental conditions, including excessive moisture and excessive temperatures or damage to the CPE on account of Force Majeure.

13.6.2 Subscriber availing any of the services supplied by the Company shall be at the sole risk, costs, charges and consequences of the Subscriber. Company, its affiliates, group companies, their officers, directors, employees, subcontractors, exclude all warranties, express or implied, in connection with the Services, including the use, accuracy, fitness for purpose, merchantability, completeness of the Services, suspension or cessation of the Services, any fraud, misrepresentation, negligence or loss that may be caused to the Subscriber or any third party in connection therewith. Company shall not be responsible for any deficiency in Services, delay and/or disruption in Services attributable, directly or indirectly, damage to property or person that may take place during or in connection with any Installations, any loss incurred to the Subscriber or any third party resulting from the use of the Services or any omission or, consequential or indirect damages or losses. The liability of the Company will be limited to only proven direct damages or losses incurred by the Subscriber or any third party and the Company's liability shall not exceed the Subscription Fee paid by the Subscriber for the Service in the six (6) months immediately preceding the specific event that gave rise to such damage or loss.

13.6.3 Company shall not be liable to the Subscriber and/or any person, firm, body corporate claiming through, under or in trust for the Subscriber and the Subscriber hereby waives all claims/actions of any delays or losses, including, but not limited to, loss of business, profit, revenue or goodwill demands fees, cost expenses, order judgment, etc. or any direct, incidental or consequential losses arising out of any delays, interruption, errors of defects, or failure to provide any part of the DTH Services including, without limitation, in the event that such error, interruption or delay arises in connection with any of the following: (i) the termination or Company's access to all or any portion of content/Channels; (ii) the relocation of all or any portion of the Services to different satellite(s); (iii) a change in the software, applications, features and/or functionalities available with your equipment; (iv) any software or other downloads initiated by us; (v) any acts of god, fires, earthquakes, floods, power or technical failure, satellite or uplink failure, acts of any governmental body; or

(vi) any cause beyond the reasonable control of the Company. The Subscriber remains solely responsible for his/her negligence, acts or omissions.

13.6.4 Company shall not be responsible or liable for (i) any acts or omissions of distributors, retailers, direct sales agents, franchisees or any other third party with respect to the CPE sold by them or any schemes or benefits offered by them including schemes or benefits which are not authorized by the Company or which are purported to have been offered on behalf of the Company without the explicit and specific sanction in writing of the Company (ii) any Customer owned equipment including television, mobile, etc. The Installers of the Company are trained to handle only the CPE and its related accessories. Any other connection or fixings are solely the responsibility of the Subscriber, including wiring and fixing of television or any other equipment.

13.6.5 Company will not incur any liability for any of its bonafide action taken to protect Intellectual property rights (IPR), including, anti-piracy actions, even if the information on the basis of which it has taken any action is later discovered to be unfounded or false.

13.6.6 The Company is a Distribution Platform and is merely transmitting content being made available by third-party service providers on 'as is basis'. Company has no control over the content broadcast on third party service provider channels and platform service, and therefore cannot make any claim or representation regarding, nor does it accept any responsibility for, the quality, content, nature or reliability of third-party content accessible through the Company's distribution network. Company provides access to the Content on these Channels and platform services to the Subscriber only as a convenience to watch the content on a larger screen, and the inclusion of any content does not imply affiliation, endorsement or adoption by the Company of any content or information contained therein. Subscriber understands the Channels may contain unedited material, some of which may be illegal, obscene, or may be offensive to some people and access to such material will be at the sole risk of the Subscriber. Company is not responsible for any virus or malicious traffic which may infect the CPE or the television sets or any Incidental Accessories provided by the Subscriber.

13.6.7 The Company does not have control over the content contained in the Channels and does not make any representations, warranties or guarantees as to the availability or content provided by the broadcaster or other third-party content providers including, without limitation: (i) their accuracy, availability, sequence, compliance with Applicable Law, copyright compliance, validity or quality; or (ii) whether accessing them may result in the display of unintended, inappropriate or objectionable content.

13.7 Reservation. The Company reserves the right (i) to seek and/or verify the particulars, including financial information provided by the Subscriber, either by itself or from independent sources (ii) to reject any CAF in case the particulars provided therein are incomplete, incorrect or for any other valid reason and without any liability whatsoever. The Company reserves the right to take action (legal or otherwise) as deem fit by the Company against the Subscriber or its Authorized Representative or both, if either of them, behave offensively or impolitely or speak rudely or threaten any of the employee of the Company or personnel deployed by the business associates of the Company to provide any kind of services to the Subscriber. The Company has no tolerance on use of abusive language. In the event of use of such language by the Subscriber or its Authorized Representative, the Company without further notification reserves the right to terminate and/or withdraw the services provided by the Company to such Subscriber immediately.

13.8 Indemnity. Subscriber agrees to defend, indemnify and hold harmless the Company, its parent company, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from the Subscriber's use of and access to the Service, Subscriber's violation of any term of the Contract or any third party right, including, without limitation, any copyright, property, or privacy right. The indemnification obligation will survive the termination of the Contract or the usage of the Services. The Subscriber agrees that where two or more persons constitute the Subscriber, their liability under this Subscription Contract including the CAF shall be joint and several.

13.9 Headings. All headings are for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.

13.10 Assignment. The Contract cannot be transferred or assigned by the Subscriber but may be delegated or assigned (in part or whole) by the Company to any third party without restriction.

13.11 Relationship. The Contract is on a 'principal to principal' basis and the parties are independent of each other. Nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the parties or provides either with any right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

13.12 Complete Terms; Severability. The Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect to the subject matter. Every provision in the Contract is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable that provision or the relevant part of it shall be treated as having been deleted from this Contract, without affecting the remainder of that provision or the other provisions of this Contract, which shall still have full effect except to the extent that Company's rights/obligations under the Contract are materially impaired.

13.13 Waiver. Neither Party shall lose any right under this Subscription Contract if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do so.

13.14 Confidentiality. The Subscriber specifically agrees that in order to facilitate the Company to provide Services, the Company may be required to disclose any information or particulars pertaining to the Subscriber to any authority, including, but not limited to, any debt collection agency, credit reference agency, security agency, and reserves the right to comply with the direction of such authorities at its discretion and without intimating the Subscriber.

13.15 Notification, Complaints and Notices. All notifications, complaints and notices must be in writing and addressed to Nodal Officer, Customer Operations, Tata Play Limited (formerly known as Tata Sky Limited), at its registered office or otherwise as specified by the Helpdesk. Any notification, complaints and notices given by the Subscriber shall be deemed to have been delivered to the Company when it is actually received by the Company. The Subscriber agrees that notifications provided by the Company in such form as prescribed by the Company from time to time, including notifications displayed on the Company Website or the Customer care programming service or the notification provided by the Helpdesk, Alert, Account Statement or any other method specified by the Company or the Helpdesk, will be sufficient and adequate notice to the Subscriber.

13.16 Changes in Law. Notwithstanding anything contained in this Agreement, in the event of a change in Applicable Law or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties, the Company reserves its rights to amend this Agreement or execute a new Agreement which shall thereafter be effective from the effective date of the change in the relevant Applicable Law.

13.17 Arbitration. Any disputes, differences or questions, which may arise at any time hereafter between the Company and the Subscriber touching the true construction of this Agreement or performance of the obligations or enforcing any rights and/or liabilities of the Parties hereunder, shall be first amicably resolved between the Parties within 30 (thirty) days from the date on which such dispute was raised by a Party and communicated to the other Party in writing failing which the dispute shall be referred to a sole arbitrator of the Indian Council of Arbitration (ICA). The arbitration shall be conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended or any statutory modifications or re-enactment thereof for the time being in force. The venue of such arbitration shall be at Mumbai and the Courts at Mumbai alone shall have exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with law. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrators shall be final and binding upon the Parties.

13.18 Governing Law and Jurisdiction. Subject to clause 13.17, the CAF and the Contract and all matters relating thereto shall be construed and governed by the laws of India and the Parties agree to submit to the sole and exclusive jurisdiction of the courts of Mumbai.

14. Definitions. This section sets out specific meaning and explanation to few words for the ease of reference and understanding of the Subscriber.

14.1 Activation Charges are charges collected under the terms of this contract, as a one-time activation charge for activating the DTH broadcasting services.

- 14.2 Account Balance** is the current available amount in the Subscriber Account.
- 14.3 Activation** mean activation of the Set Top Box to facilitate the Subscriber to avail the DTH Services of the Company.
- 14.4 Active Account Status.** means when the Subscriber Account has Minimum Account Balance or negative balance.
- 14.5 Activation Voucher** is a voucher (paper or electronic) issued as an acknowledgment of moneys received from the Subscriber towards Activation charges and contains an Activation PIN.
- 14.6 Address** is the location of the home or office or the place of work/business of the Subscriber mentioned in India in the records of the Company and includes any new location(s) mentioned in the Company's records as may be updated from time to time by the Subscriber in accordance with the Contract.
- 14.7 Additional Service(s)** is an on-demand subscription service, offered by Tata Play to its own Subscriber, showcasing content from various content providers. Platform Services specifically exclude television channels specifically permitted by the Ministry of Information and Broadcasting.
- 14.8 Additional Registered Number(s)** is one or more Indian mobile phone number and/or landline telephone number (not exceeding four (4)) used by the Subscriber to call the Helpline and therefore used by the Helpline to recognize the Subscriber as the Subscriber of the Company and/or to enable the Subscriber to transact with the Company.
- 14.9 Add-on Pack(s)** is optional pack(s) that the Subscriber may or may not opt.
- 14.10 A-La-Carte Channel(s)** is an offering of a television channel or a platform service on a standalone basis.
- 14.11 Applicable Law** shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines (including DTH Guidelines), and code of conduct of the Ministry of Information and Broadcasting or the Telecom Regulatory Authority of India that may be amended from time to time (c) The Copyright Act 1957 (including amendments thereto)
- 14.12 Authorised Representative** is a person of 18 years and above, competent under law and who is deemed to have been authorised by Subscriber to take actions under the Contract.
- 14.13 Broadcaster Package(s)** is the bouquet of channels offered by the Broadcaster through the Company to the Subscriber.
- 14.14 CAF (Consumer Application Form)** is the form duly and accurately filled and signed by the Subscriber in connection with the Services availed of by the Subscriber and an acknowledgement that the subscriber has read and understood all the terms and conditions for availing the services of the Company including the subscription contract. The Company shall endeavour to acquire the subscriber through a digital e-CAF process, which would be completely paperless. The e-CAF will be shared with the Subscriber at the time of installation, via a weblink sent through SMS on the registered mobile number of the Subscriber and deemed accepted by the Subscriber when the Subscriber shares the passcode received via SMS with the Installer at the time of installation.
- 14.15 Company** is Tata Play Limited (formerly known as Tata Sky Limited), a company incorporated with limited liability under the Companies Act, 1965 bearing CIN **U92120MH2001PLC130365** with its registered office at Unit 301 to 305, 3rd Floor, Windsor, Off C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098.
- 14.16 CPE** means the components and accessories which are procured by the Subscriber either (i) directly from the Company or (ii) through the authorised distributor or dealer of the Company and (3) installed at the premises of the Subscriber for the sole purpose of facilitating and authorizing the Subscriber to receive the Service and (4) includes without limitation, the Set Top Box, Digi Card (Viewing Card), remote control, dish antenna, Low Noise Block Converter, cable wires, connectors and other accessories and whose rights, title, control, interest and legal ownership is passed on to the Subscriber. For avoidance of doubt it is clarified that if the Subscriber opts for CPE with ODU, then all reference to CPE in this Contract shall also include components falling

within the definition of ODU and therefore, all the terms and conditions in this Contract relating to CPE shall be accordingly interpreted and construed to include ODU components

- 14.17 Set Top Box** means HD Set Top Box, SD Set Top Box and/or UHD4k Set Top Box, and/or HD PVR Set Top Box or Android HD Set Top Box or such other Set Top Box as may be offered by the Company in its sole discretion, from time to time and purchased by the Subscriber.
- 14.18 Company Website** is www.tataplay.com
- 14.19 Customer care programming service** means a programming service designated for consumer awareness and dissemination of information relating to the services offered by the Company.
- 14.20 DTH Service** is a direct to home satellite television service provided by the Company to the home or office or the location of the Subscribers.
- 14.21 DigiCard** is the card through which the Service is rendered when used with the Set Top Box and which is also sold to the subscriber.
- 14.22 Day** is a 24-hour period from 00:00:00 hours to 23:59:59 hrs.
- 14.23 Force Majeure** is an act of God or circumstances beyond the control of the Company, including, insurrection, civil disorder or military operations, national or local emergency, industrial disputes of any kind (whether or not involving the Company), epidemic disease or pandemic disease or fire, lightening, explosion, flood, inclement weather conditions, acts of or commission by persons for whom the Company is not responsible or change in any Act, Regulations or Policy of the Government of India or State Government or any other Statutory Authority, etc.;
- 14.24 HD** means High Definition functionality.
- 14.25 Helpline** is the call centre which can be contacted at the telephone numbers published on the Company Website or otherwise informed to the Subscriber.
- 14.26 Installation Address** is the location mentioned in the Company's records, which is the home or office or the place of work /business of the Subscriber in India where the DTH Service is installed by the Company.
- 14.27 Installation Charges** are charges collected under the terms of the Contract, for installation of the CPE for providing the DTH broadcasting service.
- 14.28 Installer** is the person authorised by the Company to perform the Installation, etc.
- 14.29 My Account** is the online access given to the Subscriber to their respective Subscriber Account through the Company Website.
- 14.30 Minimum Account Balance:** is the Subscription Fee towards minimum 1 day of subscription by the Subscriber of the Selected Package (in case of monthly subscriptions).
- 14.31 Minimum First Recharge** means the initial minimum subscription fee payable by the Subscriber to the Company towards the Selected Package.
- 14.32 Multi Dwelling Unit** is a Unit situated in a building with four or more floors with single or multiple Units on each floor. For the sake of clarity, houses with three or less floors are excluded from the definition of MDU.
- 14.33 MDU Consent** for installation at a Multi Dwelling Unit, consent obtained by Us from You as stated in the Installation Work Order.
- 14.34 Network Capacity Fee** means the amount payable by a Subscriber to the Company for distribution network capacity subscribed by that Subscriber to receive the signals of subscribed television channels and it does not include Subscription Fee for pay channel or bouquet of pay channels, as the case may be.
- 14.35 Package(s)** is an assortment of distinct channels offered together as a group or a bundle and shall include Broadcaster Package(s), Optional Packages or Add on Packages.

- 14.36 Payments** shall mean the charges / fees payable by the Subscriber to the Company as stated herein and /or as communicated by the Company from time to time, including but not limited to Subscription Fee, Activation Charges, Installation Charges, Network Capacity Fees CPE Purchase Price and applicable taxes thereon.
- 14.37 Privacy Policy** means the policy that the Company follows to collect and use information of its Subscriber and is available on the Company Website.
- 14.38 Purchase Price** is the amount charged by the Company from the Subscriber, for purchase of the CPE, based on the Set Top Box opted by the Subscriber.
- 14.39 PVR** means Personal Video Recorder functionality that allows recording, playback, pause live TV and rewind live TV features on the PVR STB which is sold to the subscriber.
- 14.40 Re-activation** means authorisation by the Company to the Subscriber to continue availing the Services of the Company upon payment of Re-Activation Charges.
- 14.41 Recharge Voucher** is voucher (paper or electronic) issued as an acknowledgment of moneys received from the Subscriber towards Subscription Fee and contains a re-activation PIN, through which the Company can credit the Subscriber Account with additional money up to the limit of the Recharge Voucher.
- 14.42 Registered Mobile Number** is the Indian mobile phone number of the Subscriber indicated in the Customer Application Form or changed/recorded on My Account by the Subscriber.
- 14.43 SD Connection** means DTH Services provided by the Company through the Set Top Box.
- 14.44 SD** means Standard Definition functionality.
- 14.45 Set Top Box** is a device, under this outright purchase scheme, which is connected to or is part of a television receiver and which enables a Subscriber to view the subscribed service, including SD Set Top Box, PVR Set Top Box, HD Set Top Box, HD PVR Set Top Box or Android HD Set Top Box.
- 14.46 Selected Package(s)** is consolidated Services selected by the Subscriber, including A-La-Carte Channel(s), Optional Packages, Platform Service(s) and the associated offers.
- 14.47 Subscriber** is the individual or company named in the CAF, who has been authorized to receive signals of the DTH Services on terms contained in the Contract. Subscriber specifically excludes Commercial Subscribers as defined under the Telecommunication (Broadcasting and Cable Service) Interconnection Regulations (as amended from time to time).
- 14.48 Subscription Fees** is the fee payable by the Subscriber to the Company for availing the Services (including DTH Service) of the Company including the fee for pay channels or bouquet of pay channels, as may be applicable from time to time.
- 14.49 Subscriber Account** is the personal subscription account of the Subscriber with the Company for transactions with the Company.
- 14.50 Subscriber ID** is the unique subscriber identification code issued to the Subscriber for purposes of accessing the Subscriber Account.
- 14.51 Services** is Direct to Home Services and/or Additional Service and/or allied services provided by the Company to its Subscriber which, inter alia may include, Platform Service, value-added services and/or any supplementary, additional services.
- 14.52 Voucher(s)** means Activation Voucher or Recharge Voucher.
- 14.54 ODU** shall mean Outdoor Unit comprising of dish antenna and Low Noise Block Converter.