

## SPECIFIC TERMS AND CONDITIONS OF TATA SKY SUBSCRIPTION CONTRACT FOR TATA SKY HARDWARE PROVIDED ON AN ENTRUSTMENT BASIS

The following terms and conditions (the “**Terms and Conditions**”) set forth the agreement under which We will provide You with the Service and install the Tata Sky Hardware.

### 1. DEFINITIONS

Certain words in this agreement have a specific meaning and are explained below or Your easy understanding:

- 1.1 **4K:** Set Top Box having 4K functionality.
- 1.2 **4K functionality:** is a new generation functionality which gives ultrahigh definition picture quality content and Dolby Digital Plus 7.1 surround sound, provided the television set of the Subscribers is compatible with 4K Ultra High Definition technology.
- 1.3 **Account Balance:** the current available amount in Your Subscriber Account.
- 1.4 **Account Statement:** a statement of transactions completed within a given time period, made available to You at a periodicity defined by Us and by a method determined by Us.
- 1.5 **Activation:** is activation of the Service under the terms of this contract, after Installation of the Tata Sky Hardware including provision for service for upgrade at the Address.
- 1.6 **Activation charges:** Activation charges are charges collected under the terms of this contract, for activation of DTH services and include, whether charged separately or otherwise, wholly or partly, charges for installation, PVR service fee, HD service fee, HD PVR service fee and unless charged separately, freight and any service charges, upgrade services but do not include subscription charges.
- 1.7 **Activation Voucher:** a voucher issued as acknowledgment of moneys received towards Activation charges and containing an Activation PIN, through which We activate the Service.
- 1.8 **Active Account Status:** Status of Your Subscriber Account when Your Subscriber Account has Minimum Account Balance or is within the grace period
- 1.9 **Address:** Your address in India as per Tata Sky records or any new address in India to which You relocate the Service in accordance with this Subscription Contract.
- 1.10 **Authorised Representative:** a person aged 18 years or above deemed to have been authorised by You to take actions under the Subscription Contract.
- 1.11 **Commercial Establishments:** commercial subscribers as defined under the Telecommunication (Broadcasting and Cable Services) Interconnection Regulations (as amended from time to time).
- 1.12 **Content:** any scheduled programming channel, platform service and any other programming services that We may offer You as part of any Package.
- 1.13 **Day:** the 24-hour period from 00:00:00 hours to 23:59:59 hrs.

- 1.14**Digicard**: the Tata Sky owned card through which the Service is rendered when used with the Tata Sky owned Set Top Box.
- 1.15**Set Top Box**: a Tata Sky owned satellite receiver authorised by Us for use with Our digital conditional access system, including a PVR, HD, HD PVR and 4K.
- 1.16**DTH**: Direct to home satellite television service.
- 1.17**Engineer**: the Person who is authorised by Us to perform the Installation.
- 1.18**Force Majeure Event**: shall mean any reason or cause beyond the control of Tata Sky including but not limited to an act of God including fire, flood, windstorm or other natural disaster; failure of communications, equipment, machinery; transmission limitations/problems caused by topographical, geographical, atmospheric, hydrological, environmental conditions and/or such other factors/features/conditions, system(s) changes or capacity limitations for reasons of upgradation, variations, installation, relocations, repairs, operation and/or maintenance of systems/equipments/the service; revocation of Tata Sky's DTH license; breach of contract by any content and/or technology partner(s) of Tata Sky; threat to the security of Tata Sky Personnel (including the Engineer); theft, tampering with or damage to Tata Sky property or facilities.
- 1.19**Grace Period**: the period starting from the notified due date i.e. the date on which your Subscriber Account is due for recharge until the date Your Service is deactivated for failure to maintain the Minimum Account Balance.
- 1.20**Handling fee**: the amount payable by you towards handling charges and fees
- 1.21**HD**: Set Top Box having the HD (High Definition) functionality.
- 1.22**HD functionality**: High Definition functionality
- 1.23**HD service fee**: a service fee chargeable for the HD functionality
- 1.24**HD PVR**: Set Top Box having both the HD functionality and PVR functionality.
- 1.25**HD PVR functionality**: Functionality comprising of both HD functionality and PVR functionality.
- 1.26**HD PVR service fee**: a service fee chargeable for the HD functionality and PVR functionality.
- 1.27**Helpdesk**: Our on-air information service.
- 1.28**Helpline**: Our call centre.
- 1.29**Installation**: set-up of the Tata Sky Hardware at the Address.

- 1.30 **Installation service fee:** the amount payable by You to Us towards services rendered in connection with installation of the Tata Sky Hardware at the Address as specified by You.
- 1.31 **Installation Work Order:** the form signed by You at the time of Installation.
- 1.32 **Law:** all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government Authority, tribunal, board or court including, without limitation, the DTH guidelines in force issued by the Government of India for DTH broadcasting services and license obtained by Tata Sky Ltd. from the Government of India pursuant to all applicable law as amended, modified or re-issued from time to time.
- 1.33 **Long Duration Subscription:** a subscription pack with a pre-defined period where the entire subscription is required to be paid in advance for the period subscribed to.
- 1.34 **Minimum Account Balance:** the Subscription Fee required to cover at least 1 day of subscription of Your chosen Service (in case of monthly subscriptions) or total value of Your chosen Service (in case of Long Duration Subscriptions or showcase events)
- 1.35 **Minimum First Recharge:** amount required to be paid in advance by You at the time of Installation booking / Installation but prior to Activation of the Service towards the initial minimum subscription fee as specified by Tata Sky in case of monthly subscriptions and total value of the subscription in case of Long Duration Subscription.
- 1.36 **Multi Dwelling Unit (MDU):** 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.
- 1.37 **MDU Consent:** for installation at a Multi Dwelling Unit, consent obtained by Us from You as stated in the Installation Work Order.
- 1.38 **MultiTV Subscription:** a subscription option which allows You to receive the Service on up to three Set Top Boxes, in addition to the first Set Top Box, under the same Subscriber ID as per the latest MultiTV Subscription Scheme offered by Tata Sky.
- 1.39 **My Tata Sky:** Your online access to Your Subscriber Account through [www.tatasky.com](http://www.tatasky.com)
- 1.40 **Optional Package(s):** Package(s) offered by Us in addition to our Popular Package(s) and may be opted by you in your sole discretion in addition to the Popular Package chosen by You.
- 1.41 **Package:** any package of Content which may be offered by Us, and selected by You from time to time as part of the Service.

- 1.42**Primary Set Top Box:** the first Set Top Box under which Your Service is activated as per Tata Sky records
- 1.43**Popular Package:** the entry level Package You are required to subscribe to for accessing the Service.
- 1.44**PVR:** Set Top Box having the PVR (Personal Video Recorder) functionality.
- 1.45**PVR functionality:** Personal Video Recorder functionality i.e. including but not limited to recording, playback, pause live TV and rewind live TV features on the PVR.
- 1.46**PVR service fee:** a service fee chargeable for the PVR functionality as part of the Activation charge
- 1.47**Recharge Voucher:** a paper voucher or electronic PIN, issued as acknowledgment of moneys received towards Subscription fee and Installation service fee and through which We provide the Service
- 1.48**Registered Mobile Number:** Your Indian mobile phone number indicated on the Installation Work Order or recorded on My Tata Sky through which You may transact with Tata Sky via Short Messaging Service ('SMS'), or by giving a missed called to the Tata Sky missed called facility and on which You agree to receive promotional messages and/or communication relating to the Service.
- 1.49**Additional Registered Number(s):** Your one or more Indian mobile phone number and/or landline telephone number (not exceeding four (4)) used by You to call the Helpline and therefore used by the Helpline to recognize You as our Subscriber and through which You may transact with Tata Sky via only (i) SMS or (ii) by giving a missed call to the Tata Sky missed call facility.
- 1.50**Registered Telephone Number:** the Indian telephone number provided by You to Us and recorded on Your Subscriber Account used by the Helpline to recognize You as our Subscriber.
- 1.51**Relocation Work Order:** the form signed by You at the time of relocation to enable you to avail of the Service at the Address.
- 1.52**Service:** Services provided by Tata Sky including DTH broadcasting service provided by Tata Sky in India including any Packages, Showcase Events and functionalities as may be authorised at the Address through the applicable Tata Sky Hardware, from time to time, under the Subscription Contract.
- 1.53**Showcase Event:** any movie, programme or other event offered on Our platform and which may be ordered by You on payment of the specified amount.
- 1.54**Subscriber:** shall mean a person (You) who agrees to these Terms and Conditions for availing Our Services but excludes Commercial Establishments.

- 1.55**Subscriber Account:** Your personal subscription account with Tata Sky for carrying out all transactions with Tata Sky.
- 1.56**Subscriber ID:** the unique subscriber identification code issued to You for purposes of accessing Your Subscriber Account and availing of the Service at the specified Address.
- 1.57**Subscription Contract:** this contract together with its Terms and Conditions stated on [www.tatasky.com](http://www.tatasky.com), and the Installation Work Order and Relocation Work Order as modified and amended by Us from time to time.
- 1.58**Subscription fee:** the amount payable by You to receive the Service.
- 1.59**Tata Sky Hardware:** such hardware including but not limited to the Set Top Box, minidish, LNB, cable, connector(s) and related parts and Digicard, specifically authorised by Us for You to receive and avail of the Service and which is provided by Us to You without any consideration and which is owned by Us.
- 1.60**Unit:** Premises used for non-commercial purposes.
- 1.61**We, Us, Our or Tata Sky:** Tata Sky Limited , a company incorporated with limited liability under the Companies Act, 1956 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 and include its successors and assigns.
- 1.62**Work Order:** the form signed by You in connection with any service that you wish to avail of post Installation.
- 1.63**You or Your:** the party named on the Installation Work Order who must be an individual aged 18 years or above.
- 1.64**Upgrade:** Means a process, whereby any existing subscriber is offered and so opts for activation of the DTH service, under an upgrade etc., for a Set Top Box with additional functionality/ies than is / are present on the Set Top Box.
- 1.65**Subscriber offers:** At the sole discretion of the company, company may offer various promotional offers from time to time.

## 2. SUBSCRIPTION CONTRACT

- 2.1 Unless You: (a) present the Activation Voucher at the time of installation, (b) provide a completed and duly signed Installation Work Order to the Engineer at the time of Installation, and (c) meet the Minimum First Recharge criteria, the Service will not be activated. (For detailed terms on Minimum First Recharge, refer [www.tatasky.com](http://www.tatasky.com)).

- 2.2 Tata Sky reserves the right to reject, in whole or in part, any Installation Work Order without assigning any reason.
- 2.3 By (a) presenting the Activation Voucher at the time of installation (b) providing a completed and duly signed Installation Work Order to the Engineer at the time of Installation, and (c) meeting the Minimum First Recharge criteria, You acknowledge that You are fully informed about the Service, have read, understood and agree to be bound by all provisions of the Subscription Contract and have only thereupon opted to subscribe to the Service. No change by You to any information in the Tata Sky records shall be valid unless communicated by You and accepted by Us.
- 2.4 The Subscription Contract covers Your receipt of the Service only at the Address.
- 2.5 You warrant and represent that You or Your Authorised Representative has achieved the age of majority, is otherwise competent to contract and has the authority to execute this Subscription Contract and be bound by it. Any breach of this section shall be grounds for cancellation of the Service and/or termination by Us of the Subscription Contract.
- 2.6 You further acknowledge and agree that by taking any actions or allowing any actions to be taken on Your behalf by Your Authorised Representative under this Subscription Contract, including without limitation, choosing a Package, accepting the Service and utilizing Activation voucher, Recharge Vouchers, signing the Installation work order You accept to be bound by the terms and conditions of this Subscription Contract.

### **3. TERM**

The Subscription Contract will commence upon (a) presenting the Activation Voucher at the time of installation (b) providing a completed and duly signed Installation Work Order to the Engineer at the time of Installation, (c) meeting the Minimum First Recharge criteria; and (d) activation of the Service; and will remain valid, subject to applicable Terms and Conditions.

### **4. SERVICE**

- 4.1 The Service You select will be provided to You in accordance with the Law.
- 4.2 We will provide the Service only for the purpose of Your non-commercial use, and viewing at the Address and therefore You will not use the Service or any part of it for any other purposes.
- 4.3 We shall be entitled to inspect the Address premises, without prior notice and during reasonable hours permitted under the law to verify Your compliance with the Subscription Contract and the intellectual property rights of any party and, in connection with such inspection, to take photographs and gather documents, materials, equipment or other information necessary as proof of any violation of this Subscription Contract or intellectual property rights of any party.
- 4.4 In the event that We detect any violation of this Subscription Contract or any intellectual property rights utilizing fingerprinting or any other mechanism or system deployed by Us or by Our authorized representatives, then such fingerprinting or other mechanism or system shall be acceptable to You and any findings of contractual or intellectual property violations and / or violations of any other law/s through the use of fingerprinting or other method presented before the relevant authority shall be treated as conclusive proof of any such violation.

## 5. PACKAGES

- 5.1 You must subscribe to any one of the Popular Packages or subscribe to the Make My Pack service in order to subscribe to Our Service. For details of the Popular Packages, Optional Packages and Make My Pack service, kindly refer to [www.tatasky.com](http://www.tatasky.com)
- 5.2 Package Migration:
- a) You may at any time request to change Your Package from Your existing Package to another Package offered by Us as per the relevant terms and conditions prescribed by Us from time to time.
  - b) In order to change the Package, You must have a Minimum Account Balance and be authorised to receive the Service.
  - c) The requested Package will be effective within 3 working days from the date of request.
  - d) You will be liable to pay the applicable charges for the requested Package and such charges shall be effective from the date of migration to the said Package.
- 5.3 Upon required notice to You, We reserve the right, at any time, without liability to You to: (i) replace or otherwise withdraw Packages or Content, (ii) change or reduce the number of hours of any Content; (iii) blackout any Content; (iv) modify the prices for the Service or any part of the Service.
- 5.4 We reserve the right to change Packaging and introduce Popular and Optional packages and/or offer channels on an a-la-carte basis.
- 5.5 Optional Packages, a-la-carte channels need to be subscribed to separately. If Your Subscription has been deactivated or cancelled, You shall not be eligible to avail of Optional Packages and a-la-carte channels too.
- 5.6 You acknowledge and agree that the Content provided by Us as part of the Service is being supplied by other parties and availability of Content is outside Our control.
- 5.7 We reserve the right to refrain from providing to You any Content in the interest of national security or in the event of emergency / war or similar situation or if the Content is anti-national, promotes political / religious propaganda, is against public policy, is banned or restricted from being distributed under any applicable Law or We otherwise determine that it is objectionable or obscene or is derogatory to any person or class of persons, hurts the religious sentiments of any religious group or infringes the privacy rights of any individual(s) or is not in the interest of Our subscribers or the general public.

## 6. SHOWCASE EVENTS

- 6.1 The Subscription Contract does not authorise You to receive any Showcase Events automatically. If You subscribe to any Showcase Events, such subscription will be subject to the terms specified by Us from time to time.
- 6.2 If Your Subscription has been deactivated or cancelled, You are not eligible to subscribe to or watch a Showcase Event. To subscribe to a Showcase Event, You must have the Minimum Account Balance.
- 6.3 Showcase Events must be subscribed to and cancelled as per the time limits specified by Us from time to time. For recording of Showcase Events on Your PVR, kindly refer to the Showcase viewing and recording FAQs on the Tata Sky website ([www.tatasky.com](http://www.tatasky.com)).
- 6.4 Once the Showcase Event has commenced, You will not be entitled to cancel it and no refund will be given.

## **7. INSTALLATION**

- 7.1 Installation will take place at a mutually convenient time and We will make reasonable efforts to arrange for an Engineer to perform Installation on the time and date requested by You.
- 7.2 Prior to scheduling the Installation, You need to obtain the necessary permission(s) /authorisation(s) required for installation at the Address including the requisite permission(s) /authorisation(s) to access any common (or third party) property for the purpose. You shall be solely responsible for resolving / addressing any and all third party objections to the Installation at the Address. You must ensure that We can safely access the Address and any common (or third party) property and carry out the installation in a safe and peaceful manner. Installation at the Address is subject to Your fulfillment of the requirements of this clause.
- 7.3 If You are a resident of a Multi Dwelling Unit (MDU), You need to give Your consent as stated in the Installation Work Order.
- 7.4 Installation at the Address will be carried out only in the presence of You or Your Authorised Representative. We may require You to furnish a copy of valid age and address via a photo identification proof (i.e. Voter ID, Aadhar Card, Ration Card, Passport, Driver's License) at the time of Installation.
- 7.5 You will be charged for all services relating to Installations at Our prevailing rate schedule. Such charges will be debited to Your Subscriber Account.
- 7.6 By fixing the date and time of Installation and submitting a signed Installation Work Order, You indicate that You agree with the drilling, cabling and other services involved in the Installation.
- 7.7 You are responsible for the cost of any authorized third-party services and materials that may be necessary in connection with the Installation (for example, plumber or electrician). We will inform You in advance if those services are required. We are not responsible for actions of any such third party.



- 7.8 We reserve the right to charge You and debit Your Subscriber Account if the Engineer has visited and the Installation has not taken place because: (i) any necessary permission(s) /authorisation(s) have not been obtained or are withdrawn; or (ii) You or Your Authorised Representative are not present at the appointed time; or (iii) You have failed to furnish a valid age and address photo identification as required; or (iv) of a lack of authorised third-party services and materials required for Installation; or (v) of any other force majeure event.
- 7.9 In the event You wish to change the Installation Address, or reschedule the installation time, You will inform Us by contacting the Helpline at least forty-eight (48) hours prior to the scheduled Installation.
- 7.10 We shall not be liable to You in any manner whatsoever if the Installation has not been performed or cannot be performed because: (i) any necessary permission(s)/authorisation(s) have not been obtained or are withdrawn; or (ii) You or Your Authorised Representative are not present at the appointed time; or (iii) You have failed to furnish a valid age and address photo identification proof if required; or (iv) of a lack of authorised third-party services and materials required for Installation; or (v) of any other force majeure event.
- 7.11 We will consult with You on matters regarding Installation. However, considering our expertise in this matter, we shall be the decision making authority on all Installation matters.
- 7.12 We shall not be responsible or liable to You for interruption, disruption, deactivation of Service after Installation on account of any force majeure event.
- 7.13 We have endeavoured to provide a functional 4K Set Top Box. However, the 4K Ultra High Definition technology is a new technology which has never been operationalized, tried and/or used in India. Thus, We cannot assure that the same will function without defects and/or faults. We shall endeavor to replace Set Top Box with alternative hardware/Set Top Box/ digital conditional access system such as another Set Top Box (subject to availability) or High Definition Set Top Box or Set Top Box having both the HD functionality and PVR functionality or other digital conditional access system that may be available with Tata Sky. Therefore, 4 K Subscribers acknowledge and agree that any defects and/or faults in the 4K Set Top Box arising during its usage, on an entrustment basis by the 4 K Subscribers, shall be at the sole risk and consequences arising out of such use by the 4 K Subscribers.

## **8. RELOCATION TO NEW ADDRESS**

- 8.1 If You want to relocate the Service to a new Address, You must notify Us immediately and book a Relocation Work Order request giving Us details of the new address. You will be then be advised by Us on the procedure and the charges applicable for the relocation. We cannot guarantee that the Installation can be performed or that You will be able to receive the Service at the new Address. Installation at the new Address will be carried out only in Your or Your Authorised Representative's presence.
- 8.2 We reserve the right to deactivate the Service in case the Tata Sky Hardware is moved from the Address and installed at an alternative address without Our express authorisation.

8.3 Installation at a new Address will be subject to Your fulfillment of the conditions laid down for Installation

## 9. PRICING, BILLING PROCESS AND PAYMENTS

9.1 You will be required to pay for the Installation, Activation and Subscription services on a prepaid basis, unless otherwise informed by Us.

9.2 All payments due to Us will be debited through Your Subscriber Account on a daily basis for monthly subscriptions and in advance for Long Duration Subscriptions, unless otherwise informed by Us. Any Day-parts will be treated as a full Day for purposes of Subscription Fee billing. Please refer to the Helpdesk or [www.tatasky.com](http://www.tatasky.com) for terms applicable for Long Duration Subscriptions.

9.3 By signing the Installation Work Order, You are authorising Us to automatically charge Your Subscriber Account for the Subscription Fee and for any other payments or charges incurred by You on the due date for such amounts.

9.4 We reserve the right to vary the prices for the Service from time to time. Please refer to the Helpdesk or [www.tatasky.com](http://www.tatasky.com) for current pricing information and for other information regarding the Service.

9.5 The Service will be made available to You during the Grace Period. Prior to the expiry of any applicable Grace Period, You will be required to maintain a Minimum Account Balance in Your Subscriber Account.

9.6 To activate the Service, You need to purchase an Activation Voucher.

9.7 You may increase Your Account Balance by using Recharge Vouchers or by any other payment method, as notified to You by Us. Your Account Balance is non-transferable.

9.8 Activation Voucher and Recharge Vouchers are not valid after the applicable expiry date. Activation voucher charges are non-refundable. Activation Voucher can be used only once. Once consumed on a Subscriber Account the Activation Voucher is non-transferable and once cancelled cannot be re-used. One Activation Voucher can be used for activating one Tata Sky connection only notwithstanding anything contained in any part of this agreement, Tata Sky reserves the right to charge, at any time, and in any manner whatsoever, any additional subscription, activation, installation and/or any other charges and/or fees in connection with the activation and/or provision of the Service or in connection with any upgrades offered from time to time. We will provide the Service provided You have paid for the Service. For details please refer [www.tatasky.com](http://www.tatasky.com). The Tata Sky Hardware will be installed at the Address subject to You or Your Authorised Representative presenting the requisite Activation voucher as registered with Us in the Installation Work Order.

9.9 You shall be entitled to only those discounts, credits or refunds as expressly authorised by Us.

9.10 Without prejudice to Our right to deactivate and cancel the Service, We reserve the right to charge interest at 18% per annum or the maximum rate permitted by Law on any past / current due amounts.

9.11 Notwithstanding anything to the contrary stated herein or any other document that may have been issued to You in connection with the Services including this Subscription Contract, You shall be solely responsible and liable to bear all taxes, duties, levies and charges imposed by or on us, under any Law in connection with the Service or any associated services including without limitation taxes, duties, levies and charges on discounts, credits or refunds, cancellation (if any).

9.12 You acknowledge and agree that taxes collected by the Us from You will not be refunded under any circumstances including in the event You cancel Your Subscription or Your Subscription is deactivated for any reasons by Us or Your Subscription is deactivated at a request made by You or for any reason whatsoever. Moreover, if any taxing or government authority, (i) increases the taxes, levies, charges, and makes it applicable retrospectively for any Services already rendered by us Us to You or (ii) asserts that We should have made a deduction or withholding for or on account of any Taxes from You which We did not make, , You undertake to make the payments as and when charged by the Us and You hereby agree to indemnify Us for such taxes and hold us harmless from and against any Taxes, interests or penalties levied or asserted in connection therewith.

9.13 You agree that all the provisions of this clause and clauses 9.11 and 9.12 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 You including without limitation any statements made at the Helpline, publication on the website or any bills, invoices, statements, Activation Vouchers, Recharge Vouchers, Work Orders, refund receipts (if any) etc. that may have been issued to You in furtherance to Service provided to You by Us.

## **10. TATA SKY HARDWARE**

10.1 Post Installation, We do not assure that the Tata Sky Hardware will be fault free and any external damage or tampering with the same is Your responsibility.

10.2 You must keep Tata Sky Hardware in good and useable condition at all times (fair wear and tear excepted) until returned to or collected by Us.

10.3 You agree that We may, at any time after deactivation of the Service, retrieve the Tata Sky Hardware from the Address.

10.4 Only We can authorise the installation, retrieval, repair or maintenance of the Tata Sky Hardware.

10.5 You must not remove any marking that identifies the Tata Sky Hardware as belonging to Us.

10.6 All Tata Sky Hardware will at all times remain the property of Tata Sky and ownership cannot be transferred. The Tata Sky Hardware cannot be moved from the Address without Our prior written consent, for any purpose whatsoever.

10.7 You acknowledge that the Tata Sky Hardware has been provided to you on an entrustment basis, without any consideration, only to avail of the Service during the validity of the Subscription Contract. As the Tata Sky Hardware has been provided on entrustment basis, it cannot be construed

that any rights in the Tata Sky Hardware or otherwise of whatsoever nature has been transferred to You by Us. We reserve the right to repossess the Tata Sky Hardware and/or claim damages from you for any loss or unauthorized use or damage to the Tata Sky Hardware or if the Tata Sky Hardware is stolen during the period it has been provided to You on an entrustment basis or in the event of Your failure to return the Tata Sky Hardware immediately upon cancellation of Your Service.

10.8 We may from time to time, for any reason, replace the Tata Sky Hardware or any component thereof. In such cases, You will cooperate with Us in the replacement of the Tata Sky Hardware or any component thereof. We will notify You of the details for the process of replacing the Tata Sky Hardware or any component thereof.

10.9 You must not take the Digicard out of the Set Top Box. You must not allow anyone else to otherwise tamper with or use the Tata Sky Hardware in any manner We do not specifically authorise.

10.10 Each Digicard is compatible with only one Set Top Box, and cannot be used on any other Set Top Box.

10.11 If You transfer the Tata Sky Hardware without Our prior written consent We reserve the right to cancel the Services and/or terminate the Subscription Contract without prejudice to our right to obtain necessary reliefs/claim damages from You in accordance with law.

10.12 In order to receive an uninterrupted Service, You must keep Your 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.

10.13 If required, Tata Sky on its sole discretion shall update the software in the Set Top Box by sending signals to the Set Top Box.

10.14 Tata Sky will deactivate the Digicard if it is necessary to protect the security of Our system or any other part of the Service or if We believe You are using the Digicard in ways which are not authorised, or where We otherwise believe it is reasonable to do so.

10.15 You shall use the Tata Sky Hardware only in the manner prescribed in this Subscription Contract. You cannot use the Tata Sky Hardware in any manner or for any purpose not specifically prescribed herein.

10.16 You must not allow any other person or entity to use the Tata Sky Hardware in any manner and for any purpose whatsoever.

## **11. ACCESS TO SUBSCRIBER ACCOUNT**

11.1 You agree to provide true, accurate, current and complete information about Yourself and promptly update Your contact information.

11.2 Calls from Your Registered Mobile Number(s) and/or Your Registered Telephone Number and/or Your Additional Registered Number(s) will be identified by the Helpline however identification verification may be sought.

11.3 In the event calls are not from the Your Registered Mobile Number(s) and/or Registered Telephone Number and/or Your Additional Registered Number(s), You will be asked for identification verification in accordance with a verification process. Though, Your financial transaction in connection with Your Subscriber Account may be processed by Tata Sky, your call from an unregistered number may not be considered for registration as an Additional Registered Number(s). Once the Subscriber Account has been identified, You will be asked if You wish to have the unregistered number registered under the Subscriber Account. If You agree, the telephone number and/or mobile number from which the call is made will get automatically registered under that Subscriber Account and shall be considered as an Additional Registered Number(s) for that Subscriber Account. However, if You disagree, the telephone number and/or mobile number from which the call is made will not get registered under the Subscriber Account. Further, each Subscriber Account can have maximum of four (4) Additional Registered Number(s) under that Subscriber Account

11.4 You may de-register Your Additional Registered Number(s) by either (a) opting out upon receipt of the SMS from Tata Sky on the Registered Mobile Number informing You that the new number is registered as Your Additional Registered Number(s) under Your Subscriber Account or (b) by calling Tata Sky Helpline or (c) by logging in through [www.mytatasky.com](http://www.mytatasky.com). The option to shall be valid throughout the Term.

11.5 You may be required to choose a password and/or user name. You acknowledge and agree that We may rely on this password or user name to identify you. You are responsible for maintaining the confidentiality of Your Subscriber ID and Your My Tata Sky account and are fully responsible for all activities that occur relating to Your Subscriber ID. You shall be responsible for protecting the confidentiality of your user name(s) or password(s), if any. You are responsible for all use of Your Account, regardless of whether you authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of Subscription Contract.

11.6 Apart from the Registered Mobile Number, every call from the Additional Registered Number(s) will be recognized by the Tata Sky Helpline. You shall be able to conduct financial transaction(s) connected with the Your Subscriber Account through the Additional Registered Number(s) by calling on the Helpline or by using the SMS and/or missed call facility provided by Tata Sky. You shall be solely responsible for all activities that take place under Your Subscription Account and Your My Tata Sky account, including any activities which result from calls made from the Registered Mobile Number, Additional Registered Number(s) and/or Registered Telephone Number and all activities of Your Authorised Representative.

11.7 Your Account Statement will be updated on a periodic basis and can be accessed anytime on our website [www.mytatasky.com](http://www.mytatasky.com). Account statements for the previous six months shall also be available free of cost on [www.mytatasky.com](http://www.mytatasky.com). You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the on [www.mytatasky.com](http://www.mytatasky.com) and all charges related to the same.

11.8 We may provide alternative ways for You to access Your Subscriber Account, which shall be notified to You from time to time. Notwithstanding the forgoing including registrations of one or more Additional Registered Number(s) under Your Subscriber Account, the Primary Registered Mobile Number shall continue to be Your Primary Registered Mobile Number and You will continue to receive, all (a) payment reminder and/or confirmation messages (b) confirmations of transactions in connection with the Subscriber Account and (c) other service related messages and transactions in connection with the Subscriber Account, on the Primary Registered Mobile Number.

11.9 It is Tata Sky's policy to provide You with first class service in all matters relating to the provision of the Service. In order to achieve this, You consent to the monitoring and recording of Your telephone calls to the Helpline to ensure that all such calls are handled expeditiously, efficiently and with courtesy.

## 12. DEACTIVATION AND CANCELLATION

12.1 Your Service will be deactivated by Us if

- (a) You fail to maintain a Minimum Account Balance at the end of the Grace Period; or
- (b) You request for deactivation of the Service in accordance with law

12.2 You can request for cancellation of the Service via any of the modes made available by Us to You for cancellation of the Service. Upon cancellation of the Service by Us, the Subscription Contract shall stand automatically terminated from the date of cancellation.

12.3 We reserve the right to deactivate or cancel Your Service if at any time any license, permission or authorisation necessary for Us to operate the Service (including Our DTH license) is revoked or suspended.

12.4 We may cancel Your Service at any time if, in Our sole discretion, We determine that You:

- a. are in breach of any provision of the Subscription Contract;
- b. have acted in a manner that is inappropriate;
- c. copy, redistribute, relay, re-broadcast, or transmit the Service and/or recordings made via Your PVR in an unauthorised manner or otherwise allow the interception of the Service and/or recordings made via Your PVR by any equipment which would allow for its distribution or redistribution from the Address to any neighbouring premises, cable operator or any other person or entity or We suspect that You are copying, redistributing, relaying, re-broadcasting, or transmitting the Service and/or recordings made via Your PVR in an unauthorised manner or otherwise allowing the interception of the Service and/or recordings made via Your PVR by any equipment which would allow for its distribution or redistribution from the Address to any neighbouring premises, cable operator or any other person or entity.
- d. permit or allow the viewing of Content certified for adult viewing by minor/s;
- e. use the Service or the Tata Sky Hardware or related facilities for transmitting objectionable content, messages or communications or for anti-national activities;
- f. sell or make any charge for the viewing of the Service and/or any recordings including those made via Your PVR;
- g. show or permit the viewing of the Service and/or any recordings including those made via Your PVR in public to an audience, even if no charge is made;
- h. use in any manner whatsoever any of Our trademarks; or

- i. If any Tata Sky Hardware provided to You under this Subscription Contract is found outside the territory of India; or in the possession of any third person / entity other than Your Authorised Representative; or is being used in a manner or for a purpose not prescribed, authorised or permitted hereunder.
- 12.5 Any deactivation or cancellation of the Service hereunder will be applied to all Digicards in all Set Top Boxes covered under Your Subscriber Account.
- 12.6 Any deactivation or cancellation of the Service shall be effected by deactivation or cancellation of the Digicard.
- 12.7 In case of cancellation, You will forfeit any available balance in Your Subscriber Account.
- 12.8 In case of a deactivation, We reserve the right to Cancel the Service, In case of a cancellation, the Subscription Contract shall stand automatically terminated from the date of cancellation.
- 12.9 Upon termination of the Subscription Contract, the Terms and Conditions which by their nature are intended to survive the termination of the Subscription Contract will continue to apply after the term of the Subscription Contract ends.
- 12.10 If You breach the provisions of this Subscription Contract You agree that:
  - a) We or any affected party may prosecute violations of the foregoing against You and other responsible parties in any court of competent jurisdiction and under any applicable laws;
  - b) We may prevent You from carrying on any such unauthorised activities by any means available under applicable law, including preventing You from receiving the Service; and
  - c) for any act committed by You in relation to the Service amounting to an offence under copyright and / or any other law, You shall pay Us such amount(s) as directed by Us which shall not be less than Rupees Five Thousand Only for every day during which such offence/s continue in respect of each offence. We shall also be entitled to take such action as We deem appropriate to curb such acts, including deactivation and / or cancellation of Your Service and avail of other civil and criminal remedies as provided under the law.

### **13. ANTI-PIRACY MEASURES**

- 13.1 Notwithstanding anything contained in this Subscription Contract, We shall be entitled, at all times, to employ such measures for the detection of piracy and/or other unlawful activities with respect to the Service as We deem fit, including but not limited to, fingerprinting or any other mechanism or system deployed by Us and / or third parties authorised by Us for the purpose.
- 13.2 Your usage of the Services shall be closely monitored for activities resulting in a breach of the terms of this contract and / or the intellectual property rights of any party and / or violation of any law. In the event of a suspicion / detection of misuse by You of the Service, We shall be entitled to take such action as We deem appropriate to curb such misuse, including deactivation and / or cancellation of Your Service and other civil and criminal sanctions as provided under the law.
- 13.3 We shall not be liable to You for any bona fide action (including deactivation and / or cancellation) taken by Us to protect the intellectual property rights of any party and / or check other unlawful activities in relation to the Service, even if such action is based on information (whether generated by Us or provided to Us by authorised third party/ies) which is later proved to be incorrect.

## 14. REACTIVATION

14.1 We reserve the right to reactivate any deactivated Subscriber Account in Our sole discretion.

14.2 On reactivation upon recharge, the Subscription Fee for any viewing during the Grace Period will be charged to and debited from Your Subscriber Account.

14.3 We reserve the right to charge any activation, installation, upgrade, or handling charges or fees upon such reactivation

## 15. MAINTENANCE OF TATA SKY HARDWARE

15.1 Tata Sky, will not be responsible for maintenance of Tata Sky Hardware

- (a) subjected to any installation or repair or maintenance or other work by any person other than an authorized Installation by an Engineer;
- (b) faults due to exposure to adverse environmental conditions including excessive moisture and excessive temperatures;
- (c) accidental or deliberate damage to the Tata Sky Hardware by anyone;
- (d) any defect in the Tata Sky Hardware due to any unauthorized or improper use, replacement, removal, modification, alteration, tampering, negligence or failure to follow Our instructions as set out in the Tata Sky Subscription Contract, any user guides authorized by Tata Sky and other materials authorized by Tata Sky which are provided to You from time to time;
- (e) damage to the Tata Sky Hardware on account of force majeure;
- (f) Tata Sky Hardware on which the serial number or other applied and identifying labels have been removed, defaced or altered or cosmetic damage;
- (g) Installation for any parts provided or services rendered by any third party during or after the Installation process;
- (h) damage or faults arising due to defects or faults in the property at the Address of the Installation;
- (i) damage arising to Your property at the Address of Installation which is caused by an act of omission, commission or negligence by You or any other third party service provider;
- (j) Tata Sky Hardware in case the Tata Sky Hardware is moved from the Address by an unauthorized person;
- (k) Cosmetic failures (bezels, top covers, mechanical damage to the Tata Sky Hardware);
- (l) Liquid damage to the Tata Sky Hardware including contamination or corrosion;
- (m) Infestation or contamination by insects or animals; and/or
- (n) in any other case of breach of this Subscription Contract even if not covered under the situations enumerated above.

15.2 In the event of relocation, Tata Sky shall bear no responsibility for maintenance of the Tata Sky Hardware from the date of request for relocation till the date of Installation at the new Address until payment of relocation charges, which shall be communicated to You prior to the relocation.

15.3 We reserve the right to charge for a service call by an Engineer and resulting repair or replacement of Tata Sky Hardware, if any in case of occurrence of any event as stated in 15.1 above.

15.4 To report a fault, You may call the Helpline or contact Us by any other method that we provide from time to time.



15.5 Except as expressly stated in this Subscription Contract, We make no warranty or representation, either express or implied, regarding any Installation or Tata Sky Hardware or the Service. All warranties or representations, including implied warranties of merchantability and fitness for a particular purpose, title and non-infringement, are disclaimed.

## **16. LIMITATIONS ON LIABILITY**

16.1 We are not liable to You for any damage to property or person that may take place during or in connection with any Installations and Your use of the Tata Sky Hardware.

16.2 We are not liable to You for any act or omission on Your part.

16.3 We are not responsible for any consequential or indirect damages or losses caused to You or to Your property on account of the Tata Sky Hardware, Service, or any Installation, whether based on Our negligence or otherwise. We are not responsible for loss or corruption of any data recorded by You on Your PVR, which for technological reasons is beyond Our control. Regardless of the cause, Our total liability for any proven direct damages or losses to You and anyone else will in no event exceed the amount that You have paid to Us for the Service during the six (6) month period immediately prior to the specific event that gave rise to such damage or loss.

16.4 We reserve the right, without any liability whatsoever to You, to interrupt, suspend, deactivate, cancel, modify or refuse to provide the Service or any part of the Service, (i) if We determine, in Our discretion, it is necessary under any Law; (ii) due to a failure or degradation of any facilities, equipment or systems used to provide the Service; (iii) to combat any acts of piracy, fraud or misuse of the Service; (iv) due to any act beyond Our control; and (v) for any legitimate business purpose. In the event of an interruption, suspension or deactivation of the Service, We may, in Our discretion, reactivate the Service subject to any conditions that We may require from time to time.

16.5 You shall indemnify and hold harmless Us, Our affiliates, contractors, distributors and the respective officers, employees and agents of the foregoing against any and all claims, lawsuits, demands, actions, costs, liabilities, judgments, losses, damages and expenses (including legal expenses of a lawyer) which arise out of or relate to any acts or omissions by You, including any breach by You of the Subscription Contract or the use or misuse of the Service by You or anyone using Your Subscriber Account. Tata Sky shall not be liable if You or Your Authorised Representative lose / damage the Activation voucher and/or the Recharge Voucher or if the Activation voucher and/or the Recharge Voucher is stolen or if the Activation voucher and/or the Recharge Voucher is not consumed before the expiry date.

## **17. DATA PROTECTION**

Tata Sky will use the information You provide to Us in accordance with the Tata Sky Privacy Policy available on [www.tatasky.com](http://www.tatasky.com). Tata Sky Privacy Policy may be updated from time to time by Us. You must immediately advise Us of any changes to Your Personal Information should any of the details change together with any proofs that may be required by Us to substantiate the new information. By providing information to Us, you acknowledge and represent that any Personal Information provided by You to Us is provided voluntarily, is accurate, up-to-date and complete in all respects and that that We may not be able to comply with Our obligations if the correct personal information is not supplied to Us. Furthermore, by sharing personal information with Us, You grant Us irrevocable permission to process your Personal Information in India or outside India and/or share the information about You (including Your personally identifiable information and viewing trends) with third parties (in India or outside India) for various reasons including to (i) perform marketing, administration or other services on Our behalf, (ii) market or sell new

services or products to You or to jointly promote services or products to You (iii) administer and process Your requests (e.g., when You order a product or service We may share Your details with third party financial institutions and/or intermediaries to process payment for Your order (iv) assist in product development, research, strategic, financial or other business decisions (v) collect viewing patterns and conduct market research, analysis group viewing patterns of our Subscribers to understand customer trends and patterns (vi) obtain professional advice (vii) respond to proceedings (including legal) (e.g., in response to a court order or a subpoena). We may also disclose such information in response to a law enforcement agency's request. The third parties with whom We share the information are required to protect this information in a manner that is consistent with this clause for e.g., not use the information for any purpose other than to carry out the services they are performing.

## **18. CHANGE IN THE TERMS AND CONDITIONS OF THE SUBSCRIPTION CONTRACT**

Based on regulatory, commercial, consumer related or other factors, the Terms and conditions of this Subscription Contract are liable to be modified / revised at any point of time by Us without any separate notice to You. The revised Subscription Contract shall be notified on the Tata Sky website i.e. [www.tatasky.com](http://www.tatasky.com), as and when any revision is applicable. You are advised to kindly refer to the website for the latest version applicable at any point of time.

## **19. ARBITRATION**

Any disputes and differences arising between the You and Us will be referred to a sole Arbitrator to be appointed by Company. The provisions of Indian Arbitration and Conciliation Act, 1996 as amended from time to time would apply. The venue of arbitration shall be exclusively Delhi and the courts at Delhi shall have exclusive jurisdiction in respect of all proceedings pertaining to the arbitration. All arbitration proceedings shall be in English language. The award passed by the arbitrators shall be final and binding upon the Parties.

## **20. GOVERNING LAW AND JURISDICTION**

20.1 This Subscription Contract will be governed and construed under the laws of India.

20.2 The Service being of an all India nature, You agree that the courts at New Delhi will have exclusive jurisdiction over all disputes, differences, claims, actions and proceedings pertaining to this Subscription Contract.

## **21. NOTICES**

21.1 By You: Must be in writing and addressed to Customer Operations, Tata Sky Limited, at its registered address or otherwise as specified by the Helpdesk.

21.2 By Us: You agree that the notifications provided by the Helpdesk, Alert, in Your Account Statement or any other method specified by the Helpdesk will be sufficient and adequate notice.

## **22. MISCELLANEOUS**

22.1 This Subscription 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 herein except with respect to subscription contract(s) separately entered into by You with Us in respect of the Service pertaining to Set Top Boxes purchased by You whether prior or subsequent to entering into this Subscription Contract.

22.2 No failure to exercise and no delay in exercising any right, power or remedy under this Subscription Contract will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

22.3 Any provision of this Subscription Contract which is illegal, void or unenforceable will be ineffective to the extent only of any such provision being held to be illegal, void or unenforceable without invalidating the remaining provisions.