

# TERMS & CONDITIONS OF SERVICE

These terms and conditions ("Terms") form an integral part of the Subscriber Application Form and the Channels-Cum Scheme Selection Form annexed with Subscriber Application Form, any and all annexures thereto (hereinafter referred to as "SAF"), pursuant to which the Subscriber applies for subscription of cable television services offered by BK VISION ("BK VISION") which terms shall include its successors, permitted assigns, affiliates, representatives and age through digital addressable system. These Terms govern the relationship between the Subscriber, BK VISION and the LCO with respect to subscription of cable television services through digital addressable system. The Subscriber confirms its acceptance to all the Terms herein by signing the SAF and submitting the same to the LCO / BK VISION. The LCO confirms its acceptance to all the Terms herein by counter-signing the SAF (duly filled and signed by the Subscriber) and submitting the same to BK VISION.

- 1. PROVISION OF SERVICE :**
  - 1.1 Subject to these Terms and the provisions of the Act, BK VISION agrees to provide to the Subscriber its Cable Service through digital addressable system with effect from the date of activation of the STB and on the terms and conditions contained in the consumer charter published by the BK VISION (provided to the Subscriber simultaneously with this SAF) which the Subscriber hereby unconditionally accepts and undertakes to abide. BK VISION reserves the right to reject any SAF without assigning any reason for such rejection.
  - 1.2 The warranty shall be applicable only on the STB. There is no warranty applicable on the accessories like the adaptor and the remote control. During the warranty period no repair and maintenance charges are payable, provided the STB has been used in normal working conditions and is not tampered with. After the expiry of the warranty period, repairs to the STB would have to be paid for by the Subscriber and a replacement STB may be offered, if available.
  - 1.3 In case of STB malfunction, the LCO will replace or repair the STB within 72 hours of receipt of complaint. The repair charges will be payable by the Subscriber if the STB is out of warranty period.
  - 1.4 The composition of channels in any package that the Subscriber has availed of, may not be altered for a period of six months from the date of availing. Should there be a change in the same due to any channel becoming unavailable on BK VISION's network, an alternative channel from that genre & language will be provided or a price reduction equivalent to the a-la-carte rate of that channel will be provided from the date of discontinuation.
  - 1.5 The Subscriber hereby agrees to and shall allow the authorized representatives of the LCO / BK VISION to enter upon the installation address for inspection, installation, removal, replacement and repositioning of the STB and related Hardware, Postis and Cable Television Network under the Terms hereof. This clause shall survive the termination of the cable services to and shall allow the authorized representatives of the LCO / BK VISION to enter upon the installation address for inspection, installation, removal, replacement and repositioning of the STB and related accessories are returned to BK VISION in satisfactory working condition.
  - 1.6 The Subscriber understands and agrees that the Cable Service provided by BK VISION and the limited licenses to use the cable service shall be only for personal viewing of the Subscriber's and for his family members only. The Subscriber undertakes not to relay, transmit or redistribute the signals/service to any person or connect to any other device for any redistribution purpose. The Subscriber shall not sub license or assign the cable services provided by BK VISION to any person or use the same for any unauthorized purpose. The Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. The Subscriber agrees that breach of this provision will result in termination of the cable service without any further notice and confiscation of the Security Deposit and the Subscriber shall also be liable to pay damages to BK VISION. The Subscriber acknowledges that the cable service is a limited license granted to the Subscriber by BK VISION to avail and view the channels for one television set only and that the Subscriber fully understands and accepts that any unauthorized relay or retransmission of the signals will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of service, attract civil and/or criminal liability under the law.
  - 1.7 The Subscriber agrees and undertakes that the Subscriber shall not use or cause to be used the cable service provided by BK VISION with any set top box or device not approved by BK VISION and/or STB provided by BK VISION with any other service or device and shall ensure the safety and security of the STB and related Hardware from unauthorized use, theft, misuse, damage, loss etc.
  - 1.8 The Subscriber undertakes and covenants that the Subscriber shall not, either directly or indirectly, or allow any other person to modify, misuse or tamper with the STB and related Hardware and software or to add or remove any seal, brand, logo, information, etc. which affects or may affect the Integrity/ functionality/ identity of the Hardware or otherwise remove or replace any part thereof; nor shall the Subscriber use before or after the STB any decoding, receiving, recording device other than one television set.
  - 1.9 All the terms including the provision related to the terms of service, tariff, rebates, discount, refund shall be subject to the Act and other applicable law.
- 2. SMART CARD AND SET TOP BOX :**
  - 2.1 Installation shall be done at a mutually convenient time. The Subscriber, before the scheduled date and time of installation, shall be required to obtain necessary permission/s and/or authorization required for installation including but not limited to necessary access to third party property or common areas.
  - 2.2 To take proper care of STB of BK VISION and intimate immediately in writing to BK VISION. In case of loss/damage of STB, the Subscriber shall be liable to pay the cost of the STB to BK VISION. If the Subscriber is unable to pay the cost of the STB, BK VISION shall deactivate the same. Subscriber shall continue to be liable for charges incurred on the said TV until it is so deactivated.
  - 2.3 Any damage, loss, theft of STB/VC etc. shall be an account of the subscriber and the subscriber shall be liable to make good such damage, loss, theft etc. by paying the price of such STB/VC to BK VISION.
  - 2.4 Responsible for payment of all taxes levies or charges, penalties, damage, etc. imposed or under any statute, for the time being in force.
- 3. SCOPE OF CABLE SERVICES :**
  - 3.1 BK VISION or its employees or its authorized agent shall be entitled to enter and inspect the installation address of the Subscriber, where the service is being availed, to ensure that the Subscriber is not violating the terms and conditions contained herein and also to ensure that there is no violation of his/ any third parties' Intellectual Property Rights (IPR). In case on such inspection it is found that the Subscriber is indulging in any act or omission which amounts to violation of the terms and conditions contained herein or IPR, BK VISION or its employee or agent shall be entitled to take photograph or video-graph such violation or any other measure necessary for recording such violation.
  - 3.2 BK VISION may, on its sole discretion, create various package(s) or bouquets of channels. The Subscriber may select one or more packages offered by BK VISION. The Subscriber must at least select one basic package per STB to receive the service of BK VISION. The Subscriber confirms that BK VISION reserves the right to change, modify, amend, add or withdraw any package/s or any channels forming part of any package at any time as per law. BK VISION also reserves the right to revise the rates of any package as permitted by the Act at any point of time and the Subscriber shall pay the revised rates on intimation of such revision. Any change or revision in the composition or rates of any package or channel by BK VISION shall be published on our website and may also be displayed on the television screen.
  - 3.3 The Subscriber is aware of the fact that television channels are procured from third parties and it is beyond the control of BK VISION. BK VISION does not assure continued availability of any channels or package/s. Due to circumstances beyond the control of BK VISION, BK VISION may have to withdraw any channels from any package or the entire package without incurring any liability towards the Subscriber. In the unlikely event of any channel being withdrawn or the entire package/s is/ are dropped from the existing subscribed package/s, the Subscriber will be offered a new package/s at the same rate of revised rate.
  - 3.4 BK VISION may at any time with or without notice, without incurring any liability, withdraw any channel or content of any channels or programs or any package or the entire service in the interest of national security; or in public interest; or if required by law; or if the content affects the sentiments of any religion or caste or sect, or is obscene, offensive or defamatory or engages the public sentiment or constitutes an unfair trade practice or violates any other legislation or policy for the time being in force or is made to give negative publicity of BK VISION or any other product.
- 4. PAYMENT OBLIGATION :**

The billing will be on a calendar month basis. The Subscriber shall bear all taxes in relation to the Hardware and the cable services as applicable from time to time. The Subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments shall be made to BK VISION either directly or through the LCO. In case the Subscriber makes any payment to the LCO, it must obtain a proper receipt for the same. Any payments made to LCO without obtaining proper receipt thereof shall not be recognised by or be binding on BK VISION.
- 5. SUSPENSIONS/TERMINATION OF SERVICE :**
  - 5.1 Discontinuation of the cable services at Subscriber's request is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months. If the services have been temporarily discontinued on the Subscriber's request, no charges will be payable by the Subscriber. No reactivation charges are payable by the Subscriber if the period of suspension is under three calendar months. Thereafter a reconnection charge of Rs.100/- plus service tax will be levied.
  - 5.2 Any request for addition of channels/package will by default be made from the next billing cycle, unless demanded as an immediate reconnection. Discontinuation of a channel/package is possible only on a calendar month basis or on expiry of the term of the contracted package.
  - 5.3 Notwithstanding the aforesaid, the Cable Service shall be liable to be terminated or suspended at the sole option of BK VISION either wholly or partly, upon occurrence of any of the following events i.e. (a) if the Subscriber commits a payment default; (b) In case of breach by the Subscriber of these Terms or if the Subscriber provides incorrect information; (c) if the Subscriber is declared bankrupt, or insolvency proceedings have been initiated against the Subscriber; (d) in order to comply with the Act and any other applicable laws; (e) if the Broadcaster / channel providers suspend or discontinue to transmit any channels for any reason not attributable to BK VISION or the LCO, or the agreement between the Broadcasters / Pay Channel providers and BK VISION is terminated or suspended.
  - 5.4 In the event of suspension, the Subscriber will be liable to pay forthwith upto the last day of the month of suspension/termination.
  - 5.5 BK VISION may, without any notice and without incurring any liability, deactivate the cable services, in the event of detection of piracy or misuse of service without prejudice to other remedies available to BK VISION.
- 6. REDRESSAL OF COMPLAINTS :**
  - 6.1 In case of any complaints or any technical support, the Subscriber may call on the Number 06724 238091 or you may reach the LCO directly. The Subscriber Care No. is available from 0800 hours to 0000 hours all day of the week. You may also log in a complaint online on our website www.bkvision.in or through your registered mobile number. For each complaint received by BK VISION shall be assigned a docket number and the Subscriber can monitor the status of the same through the Web Based Complaint Monitoring System established by BK VISION.
  - 6.2 If the cable service is provided through the LCO, it will be the responsibility of the LCO to maintain the quality of services standards as laid down by the relevant regulatory authority.
- 7. FORCE MAJEURE :**

BK VISION and the LCO shall make reasonable efforts to render uninterrupted cable service to the Subscriber or if any or more channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of BK VISION and / or the LCO, the Subscriber will not have any claim for any deficiency in cable services or loss or damages against BK VISION or the LCO.
- 8. LIMITATION OF LIABILITY :**
  - 8.1 BK VISION shall not be liable for any loss or damage caused to the television or any property or persons of the Subscribers for any reason including on account of charge or current in the network line or cable.
  - 8.2 The terms and conditions herein shall be subject to the notifications/guidelines issued by TRAI and Ministry of Information and Broadcasting, from time to time.
- 9. DISPUTE RESOLUTION :**

Every dispute, difference or question arising in respect of this Agreement shall be referred to the sole arbitration by any person (including an officer or employee of BK VISION) appointed by BK VISION in its exclusive discretion and such arbitration shall be held in.
- 10. JURISDICTION :**

This Agreement shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the Indian courts in Jagatsinghpur. This Agreement constitutes the entire Agreement between BK VISION and the subscriber and it shall be binding upon the parties and their respective assigners and executors.

I/We \_\_\_\_\_, HAVE READ AND FULLY UNDERSTOOD THESE TERMS AND AGREE TO BE BOUND BY THESE TERMS.

Date: \_\_\_\_\_ Subscriber's Signature: \_\_\_\_\_