



CUSTOMER APPLICATION FORM

M/s SAIYAM NETWORK PVT. LTD

Reg.office: Pole no.59C, VPO Malikpur
Najafgarh, Delhi 110073

CAF NO.:

Mobile: +91 9711935386

1. Type of Customer: _____
2. Applicant's Name: _____
Contact Person Name (Corporate): _____
Type of Customer: _____
Ownership: _____
3. Installation Address: _____

4. Billing Address: _____

5. Contact No: Mobile _____ Landline _____
6. Photo ID Proof: _____ Proof Ref.No: _____
7. Residential ID Proof: _____ Proof Ref.No: _____
8. Package Name: _____
9. Subscription Charges Rs: _____ Activation Fee: _____ Payment Terms: _____
10. Payment Made: _____
Retail Price of STB (Including GST) Rs: _____ Installation Charges Rs: _____ Advance Subs.Rs: _____ Total Rs: _____
11. Payment Mode: _____

Subscriber Declaration

I have read and understood the terms and conditions provided herewith and acknowledge that the tariff plan selected by me and the applicable rates together constitute the entire terms and conditions and i shall be bound by the same. I hereby declare and confirm that. I have received above hardware and the information contained herein is true and accurate in every respect.

Date: _____
DPO/LCO ID: _____ Contact No: _____
Network: _____
Address: _____
SMS ID: _____ STB Type: _____

STB MAC ID

V/C No.

Customer Signature

For M/s. SAIYAM NETWORK PVT LTD

SUBSCRIBER AGREEMENT

1 Definition

- 1.1 "Addressable System" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programs including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- 1.2 "Authority" means Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory, Authority of India Act, 1997 (24 of 1997);
- 1.3 "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;
- 1.4 "Basic Service Tier" means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscribe, for a single price to the subscribers of the area in which his Cable Television Networks is providing service;
- 1.5 "Bouquet" or "Bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions.
- 1.6 "Local Cable Operator" or "LCO" means a person registered under rule 5 of the Cable Television Networks Rules, 1994;
- 1.7 "cable service" or "cable TV service" means the transmission of programs including re-transmission of signals of television channels through cables;
- 1.8 "cable television network" or "cable TV network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- 1.9 "Distributor Retail Price" or "DRP" means the price, excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channel or bouquet of pay channels
- 1.10 "free-to-air channel" or "free-to-air television channel" means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel;
- 1.11 "lock-in period" with reference to subscription of a-la-carte channel or bouquet of channels, means a period of subscription during which a subscriber is restricted from discontinuing or altering the terms of the subscription of such channel or bouquet of channels;
- 1.12 "multi-system operator" or "MSO" means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- 1.13 "Maximum Retail Price" or "MRP" means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels;
- 1.14 "Network Capacity Fee" means the amount, excluding taxes, payable by a subscriber to the distributor of television channels 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.
- 1.15 "Pay channel" means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;
- 1.16 "Program" means any television broadcast and includes -
 - (i) Exhibition of films, features, dramas, advertisements and serials
 - (ii) Any audio or visual or audio-visual live program or presentation and the expression "programming service" shall be construed accordingly;
- 1.17 "Set Top Box" or "STB" means a device, which is connected to, or is part of a television receiver and which enables a subscriber to view subscriber channels;
- 1.18 "subscriber" for the purpose of these regulations, means a person who receives broadcasting services related to television from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services related to television, shall constitute one subscriber;

2 SERVICES

- 2.1 This agreement specifies the terms and conditions on which SAIYAM NETWORK PVT LTD (hereinafter referred to as "SAIYAM NETWORK PVT LTD") shall provide the interactive Cable Service, Voice and data services, and other value-added services etc. ("Service/s") to the person, whose name is specified and signature appended on the Customer Application Form ("CAF") (hereinafter referred to as "the Subscriber").
- 2.2 SAIYAM NETWORK PVT LTD's service shall be made available to the subscriber with effect from the date of activation of the Set Top Box ("STB") and on terms and conditions contained herein.
- 2.3 The subscriber shall fill the CAF in duplicate and submit the CAF to the LCO. The subscriber shall ensure that the information stated in CAF is and shall continue to be accurate in all respects and the subscriber hereby undertakes to immediately notify SAIYAM NETWORK PVT LTD or its LCO of any change thereto. Photo identification and address proof has also to be submitted along with the CAF; else the same will be treated as an incomplete CAF. The LCO shall return the duplicate copy of the completed CAF to the subscriber duly acknowledged.
- 2.4 The subscriber shall choose any a-la-carter free-to-air channel(s), pay channel(s) or bouquet(s) of channels offered by Broadcasters or bouquet(s) of channels offered by SAIYAM NETWORK PVT LTD or a combination thereof. Provided if the subscriber opted for any such a-la-carter free-to-air channel(s), pay channel(s) or bouquet(s) of channels as mentioned herein, shall not discontinue the subscription of such channel or bouquet of channels for lock-in-period from the date of subscription ("Lock-in-Period").
- 2.5 Composition of channels in any package that the subscriber has availed of will not be altered for the said Lock-in-period from the date of subscription/activation. Should there be a change in the same due to any channel becoming unavailable on our network, Distributor retail price reduction equivalent to the a la carte rate of that channel/bouquet of channels will be provided from the date of discontinuation.
- 2.6 All incomplete Customer Application Forms shall be rejected and the deficiencies shall be informed to the subscriber. The LCO will respond within 2 working days of receipt of application, and inform the subscriber of the deficiencies and shortcomings in the CAF submitted by subscriber.
- 2.7 In case of technical or operational non-feasibility at the location requested by the subscriber, SAIYAM NETWORK PVT LTD or its LCO will inform the subscriber the reasons for the same within 7 working days from the date of receipt of the CAF by SAIYAM NETWORK PVT LTD and SAIYAM NETWORK PVT LTD / LCO shall refund any amounts paid by the subscriber within 15 days of such communication to subscriber.
- 2.8 The Subscriber shall select a subscription. Package and inform SAIYAM NETWORK PVT LTD of the subscription packages or channels on an a la carte basis by ticking the same on the Tariff Enrolment Form (TEF) along with the applicable fees while submitting the CAF. Upon the receipt of the above TEF and fees (including installation/activation charges), SAIYAM NETWORK PVT LTD may sell the Set Top Box ("STB") to the subscriber and provide such other accessories as may be necessary. The

subscriber shall select the payment methodology and the payment term in the said CAF along with the STB details where the subscriber wants these channels to be activated. Upon receipt of the fully filled TEF and complete and correct in all respects the channels selected by the subscriber shall be activated within 7 Days of its receipt.

- 2.9 The Subscriber is entitled to alter, add to or substitute the subscription package by informing SAIYAM NETWORK PVT LTD and paying the additional fees, if any for such new selection.

3 SET TOP BOX (STB)

- 3.1 Upon SAIYAM NETWORK PVT LTD accepting the CAF and receiving fees, and installation / activation charges as specified by SAIYAM NETWORK PVT LTD, SAIYAM NETWORK PVT LTD may install the stb and all requisite accessorise at the location specified by the subscriber. The subscriber understands and agrees that SAIYAM NETWORK PVT LTD will collect the retail price of the STB from the subscriber at the time of installation of STB. After purchase of STB, it will become the property of subscriber and SAIYAM NETWORK PVT LTD will no longer be the owner of the STB.
- 3.2 If the STB are damaged or cannot be used due to any acts of the subscriber, SAIYAM NETWORK PVT LTD shall replace the same, at the cost of the subscriber post warranty period. If the STB is lost due to negligence of the subscriber. The subscriber shall be liable for it and has to purchase new STB by paying the STB retail price.
- 3.3 Each STB comes with a warranty as provided by the original equipment manufacturer which will be passed on to the subscriber as is. The terms and conditions provided by manufacturer for warranty is applicable on the said STB during the warranty period. There is no warranty applicable on the remote control.
- 3.4 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, at the cost of subscriber.
- 3.5 Charges in the rates of applicable taxes & Government duties will be informed to the subscribers and shall be borne by the subscriber.
- 3.6 In case of STB malfunction out of warrant period, the SAIYAM NETWORK PVT LTD/LCO will replace or repair the STB. Repair charges will be payable by the subscriber If the STB is out of warrant period.
- 3.7 The subscriber hereby agrees to allow the authorise representatives of the LCO/SAIYAM NETWORK PVT LTD to enter into the subscriber premises for inspection, installation, removal and replace of the hardware /software under the terms hereof. This clause survives even after the termination until the dues are paid to SAIYAM NETWORK PVT LTD.
- 3.8 The service shall be for personal viewing of the subscriber/s and for the family members only. Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of service and the subscriber shall also be liable to pay damages.
- 3.9 The subscriber undertake not to use or cause to be used the VC with any other STB or device and or STB with any other VC or device and shall ensure the safety and security of the hardware from unauthorized use, theft, misuse, damages, loss etc. during the term his/her subscription.
- 3.10 The subscriber undertake that he shall neither by himself nor allow any other person to modify, misuse or temper with the accessories provided by SAIYAM NETWORK PVT LTD or to add or remove any seal, brand, logo, information etc. Which effects or may affect the integrity / functionality / identity of the hardware or otherwise remove or replace any part thereof, nor shall SAIYAM NETWORK PVT LTD use before or after the STB any decoding, receiving recording devise other than one television set.
- 3.11 The subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO / SAIYAM NETWORK PVT LTD in relation to the Service and / or Hardware or of the channel providers/distributors / in relation to any channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.
- 3.12 The subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the hardware which is not owned by the subscriber during the terms of his/her subscription.
- 3.13 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.
- 3.14 Commercial establishments will be governed by tariffs as laid down by the authority from time to time.
- 3.15 All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, shall be subject to the rule, regulation, notification, guidelines as may be specified by the authority or as may be applicable from time to time.

4 SUBSCRIBERS OBLIGATIONS:

- 4.1 THE Subscriber will be responsible for the accessories provided to the Subscriber by SAIYAM NETWORK PVT LTD.
- 4.2 The Subscriber shall not sub-let or transfer the STB and/or the accessories provided to any person without the prior written permission of SAIYAM NETWORK PVT LTD during the term of the Subscription Agreement executed between the Subscriber and SAIYAM NETWORK PVT LTD.
- 4.3 The Subscriber shall not tamper with, reverse engineer, decompile or copy or distribute or misuse in any manner the software embedded in the STB just to ensure the proper functioning of STB.
- 4.4 The Subscriber shall not commit any act or deed which adversely affects the quality, functionality, availability and/ or reliability of Services rendered by SAIYAM NETWORK PVT LTD to any person.
- 4.5 The Subscriber shall use the Service for lawful purposes only and shall not post or transmit through the Service any material(including any message or series of messages) that violates or infringes in anyway up on the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- 4.6 The Subscriber acknowledges and covenants that the Services are provided for use in a single household at a single point (where Subscriber is an individual) or in a single office at a single point (where the Subscriber is a corporate) and any attempt to resell or distribute service without the express written permission of SAIYAM NETWORK PVT LTD, will result in immediate termination of Services and possible criminal prosecution.

5 BILLING, CHARGES AND PAYMENT

- 5.1 The subscriber shall pay for the service, to which he/she/it has subscribed herein, including applicable charges for installation and activation in advance.
- 5.2 In addition to the amounts specified in CAF, the subscriber shall be liable to pay GST or such other similar taxes, duties and levies applicable on the amounts payable by the subscriber to SAIYAM NETWORK PVT LTD' or it's LCO as per this agreement.
- 5.3 As per the a-la-carte channel/bouquet of channels opted by the subscriber, the subscriber shall pay the Distributor retail price of such a-la-carte pay channel(s) and Bouquet of pay channels in addition to Network Capacity fee ("Subscription Charges") to SAIYAM NETWORK PVT LTD directly or its LCO on or before 15th of every calendar month in advance, and in case of quarterly, half yearly or annual plan then the 15th of respective English calendar month in advance. All payments shall be made in full by the due date as mentioned above along with the applicable taxes as the case may be. Any delay in payment by the due date will attract an interest at 2% per month. In case of dishonour of a cheque, subscriber shall pay such charges as may be applicable from time to time. Billing dispute if any will be resolved within 7 days by LCO or SAIYAM NETWORK PVT LTD as the

case may be. In the event of disconnection of services to the subscriber on non-payment of subscription charges the subscriber shall contact their respective LCO for payment of subscription charges and reactivation of services. Subscriber hereby understands and agrees that SAIYAM NETWORK PVT LTD shall not be liable to subscriber on disconnection services on no-

payment of subscription charges as the subscription charges are collected by LCO directly from the subscriber and SAIYAM NETWORK PVT LTD is depending on the report/information submitted by the LCO on the payment of subscription charges by the subscribers in LCO's network.

- 5.4 If the service is provided to the Subscriber are disconnected for any reason whatsoever, the Subscriber shall be liable to pay reconnection charges in addition to the fees and charges payable by the Subscriber for availing of the Services.
- 5.5 The Subscriber shall make payment for at least one month charges/bill and installation & activation charges for the Services. The Subscriber shall not be entitled to refund / adjustment if he terminates this agreement within one billing cycle as opted by him in the CAF.
- 5.6 If the agreement is terminated by either party and the Subscriber has paid amounts in advance to SAIYAM NETWORK PVT LTD or its LCO, SAIYAM NETWORK PVT LTD or its LCO shall refund part of such amounts to the Subscriber subject to applicable deductions. Refund, if any will be issued within 30 days following resolution of complaint or before the next billing cycle whichever is earlier.

6 TERM AND TERMINATION

- 6.1 This agreement shall commence upon SAIYAM NETWORK PVT LTD activating the STB and shall remain in force, till terminated as per the terms of this agreement.
- 6.2 The Subscriber may terminate this agreement by giving a notice of 15 (fifteen) days to SAIYAM NETWORK PVT LTD, no charges will be payable by the subscriber even if SAIYAM NETWORK PVT LTD or its LCO fails to disconnect the service within due date.
- 6.3 SAIYAM NETWORK PVT LTD shall be entitled to terminate this agreement and deactivate the service to the Subscriber for any reasons by providing a 15(fifteen) days' notice. However this will not apply if the subscriber is found to be cause of piracy and/or defaulter of payments.
- 6.4 Upon the termination of this agreement, the Subscriber shall return the accessories to SAIYAM NETWORK PVT LTD in the same condition as it was when provided to the Subscriber. If the accessories are not in the condition as specified above, then the Subscriber shall be liable to pay SAIYAM NETWORK PVT LTD the cost of the accessories.

7 SUSPENSIONS/TERMINATION OF SERVICE AND DEACTIVATION OF CHANNEL(S) OR BOUQUET

- 7.1 Fifteen (15) days' notice period will be given if SAIYAM NETWORK PVT LTD chooses to discontinue providing a channel/s. The notice of discontinuation shall be displayed on TV screen as a scroll on the (our) local cable channel and shall also disseminated through Customer care programming Service.
- 7.2 If the subscriber chooses to relocate, the subscriber shall submit its application in advance either to SAIYAM NETWORK PVT LTD or its LCO. After verification of the outstanding, SAIYAM NETWORK PVT LTD shall provide the services at the new location subject to necessary charges as per regulation, provided it is technically and operationally feasible subject to payment restoration and reactivation charges. If not, SAIYAM NETWORK PVT LTD or the LCO will inform the subscriber likewise and the subscriber can opt to surrender the accessories and proceed to claim a refund as per the terms of the scheme.
- 7.3 The request for the temporarily suspension of service shall be placed by the subscriber with 15 days of notice in writing prior to the date of suspension. No suspension of services is possible if the period of suspension is lesser than a calendar month. Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months. Restoration/Reactivation charges will be levied if the request for reactivation of services received within Three months from the date of suspension at Rs.25/- and post expiry of three months at Rs.100/- respectively along with applicable tax.
- 7.4 Any request for addition of channel/bouquet will by default be done from the next billing cycle. Subject to lock-in period, disconnection or change of a channel/bouquet request from the subscriber can be acted upon only on a calendar month basis.
- 7.5 Notwithstanding the aforesaid, the service shall be liable to terminated or suspended at the sole option of LCO/SAIYAM NETWORK PVT LTD 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; (c) if the subscriber is declared bankrupt; or insolvency proceedings have been initiated against the subscriber;(d) in order to comply with the Cable television Networks(Regulation)Act, 1995 and/or the Rules made thereunder and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies; (e) if the broadcaster/Channel providers suspend or discontinue to transmit any Channel/s for any reason.
- 7.6 In the event of suspension, the Subscriber will be liable to pay forthwith upto the last day of the month of suspension/termination and to return forthwith the VC and any other accessories, in working condition (reasonable wear and tear excepted).
- 7.7 The service may be restored upon receipt of all the dues, advance Subscription or deposit reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.

8 DISCLAIMER OF WARRANTY

- 8.1 THE LCO, SAIYAM NETWORK PVT LTD WILL MAKE REASONABLE EFFORTS TO RENDER UNINTERRUPTED SERVICE TO THE SUBSCRIBER AND MAKE NO REPRESENTATION AND WARRANTY OTHER THAN THOSE SET FORTH IN THE TERMS AND HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE.
- 8.2 THE SUBSCRIBER EXPRESSLY AGREES THAT USE OF THIS SERVICE IS AT THE SUBSCRIBER'S SOLE RISK, NEITHER SAIYAM NETWORK PVT LTD NOR THEIR AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES AGENTS THIRD PARTY CONTENT OR INFORMATION SERVICES PROVIDERS OR LICENSORS WARRANT THAT THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION. SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICE. CERTAIN CONTENT MAY BE OBJECTIONABLE OR UNSUITABLE FOR THE MINORS AND SUBSCRIBER IS RESPONSIBLE FOR AND MUST EXERCISE HIS/HER OWN DISCRETION WHEN ALLOWING MINORS TO USE THE SERVICES. THE SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

9 REDRESSAL OF COMPLAINTS

- 9.1 Subscriber can log their complaint on the Customer care number or helpline number of SAIYAM NETWORK PVT LTD or directly with LCO. The Customer Care Number is available from 08.00 hrs to 22.00 hours all day of the week.
- 9.2 For each complaint received by us the subscriber will be assigned a Docket number.
- 9.3 Each complaint will be attended within 8 hours. However complaints received during night time will be attended on the next day. Ninety percent of number signals complaints will be attended in 24 hours of receipt of such complaint
- 9.4 If the service provided through a LCO, it will be the responsibility of the LCO to maintain the Quality of Services standards laid down by the Authority wherever it pertains to distribution of signals from the node/amplifier of SAIYAM NETWORK PVT LTD. If the services is provided directly by SAIYAM NETWORK PVT LTD it will be responsibility of the SAIYAM NETWORK PVT LTD to maintain the Quality of Services standards as laid down by the Authority.
- 9.5 For more details relating to the redressal of your complaints please see SAIYAM NETWORK PVT LTD's Consumer Charter which has been provided

along with this CAF.

10 AMENDMENTS AND VARIATIONS

- 10.1 SAIYAM NETWORK PVT LTD is entitled to change, vary, add, withdraw, the services or the subscription package or a part thereof and/ or vary the charges and fees related thereto at any time. Upon making such changes variations, additions or withdrawals, SAIYAM NETWORK PVT LTD shall inform the Subscriber of the same.
- 10.2 If the Subscriber continues to use the Services after the notice informing the Subscriber of the said charges, variations, additions or withdrawals shall be deemed to have agreed to such changes, variations, additions or withdrawals.

11 USE OF INFORMATION

SAIYAM NETWORK PVT LTD shall be entitled to use, distribute sell, transfer or otherwise share with other person or entities user lists, the information provided by the subscriber to SAIYAM NETWORK PVT LTD in the CAF, without disclosing the identity of the particular subscriber and information about the number of visits, average time spent of the site, pages viewed, etc. to, measure the use of our site and to improve its content.

12 MONITORING

SAIYAM NETWORK PVT LTD Shall have the right, but not the obligation, to monitor the content of the services, including the chat rooms, bulletin boards and forums, in order to determine compliance with this agreement.

13 INDEMNITY

The subscriber hereby indemnifies and hold harmless the LCO and SAIYAM NETWORK PVT LTD from all the loss, claims, demand, suits, proceeding, damages, costs, expenses liability (including, without limitation, reasonable legal fees) that may arise due to (i) any misrepresentation made by the subscriber or breach of any obligation of the subscriber and (iii) cause of for use and missuses of the service or for non-observance of the terms by the subscribers.

14 FORCE MAJEURE

If at any time, during the continuance the services, the service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft wilful destruction, terrorist attack sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, look out, cable cut, compliance with any acts or directions of any judicial, statutory or regulatory authority or any other Acts of God. 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 the LCO or SAIYAM NETWORK PVT LTD, the subscriber will not have any claim for any loss or damages against the LCO or SAIYAM NETWORK PVT LTD.

15 LIMITATION OF LIABILITY

LCO and SAIYAM NETWORK PVT LTD and the employees there of shall be not liable to the subscriber or to any person for all any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the services or inability to provide the same whether or not due to suspension, interruption or termination of the services or for any inconvenience disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or SAIYAM NETWORK PVT LTD for any actual or alleged breach shall not exceed two month subscription charges for such services.

16 NOTICE

Notice to the installation address or billing address as the case may be shall be deemed to be sufficient and binding of the subscriber.

17 JURISDICTION

All disputes and difference with respect to these terms between the subscriber and SAIYAM NETWORK PVT LTD or the LCO or in connection with this agreement, parties here to irrevocably submit to the exclusive jurisdiction of the competent courts of Bangalore, India

18 MISCELLANEOUS

- a. If any of the provisions of these terms become or is declares illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay to exercise any right remedy here under shall be construed or operate as a waiver thereof. Terms may be amended by the authority from time to time and shall be binding on all.
- b. SAIYAM NETWORK PVT LTD Reserves its right to revise, addition, amend, alter and delete the terms and conditions hear in above from time to time and the same shall be binding on the subscriber.
- c. The terms and conditions prescribed under the regulation issued by authority from time to time are applicable herewith. Detailed information is available on website of Telecom Regulatory Authority of India viz: www.trai.gov.in.

(Subscriber's Signature)