

Skywave Cable Communication Pvt. Ltd.

Skywave Digital can take care of all your TV and internet needs. Our digital cable and high speed online offers unparalleled value, providing the maximum in choice, quality, convenience and affordability. We offer cutting edge technology, the richest range of home entertainment and information choices for the whole family to enjoy and superior value that demonstrates that customer satisfaction is our number one priority.

CORPORATE OFFICE:

1st Floor, Mohan More Market Complex, Rejaul Karim Sarani,
P.O.: Berhampore, District: Murshidabad, Pin-742101, West Bengal.
Telephone: 03482-250250

URL: <http://www.skywavedigital.in>

E-mail: support@skywavedigital.in

1. SERVICES OFFERED BY THE MULTI-SYSTEM OPERATOR OR HIS LINKED LOCAL CABLE OPERATOR:

Cable Service (DAS)

DEFINITIONS:

- a) "multi system operator (MSO)" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks (Amendment) Rules 2012 and who receives a programming service from a broadcaster or his authorized agencies and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more cable operators, and includes authorized distribution agencies by whatever name called and also includes Skywave Digital;
- b) "addressable system" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices having an activated Conditional Access System at the premises of the subscriber within the limits of the authorization made, through the conditional Access System and Subscriber Management System on the explicit choice and request of such subscriber, by the cable operator to the subscriber.
- c) "Cable Service" means the transmission by cables of a set of programmes including retransmission by cables of any broadcast television signals;
- d) "LCO" means the local cable operator linked to Skywave Digital.
- e) "Cable Television 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;
- f) "Smart card" means the card provided by Skywave Digital, to be inserted only inside STB, provided by Skywave Digital for activation and also for continued access of service.
- g) "Subscriber" or "Customer" means the person who submits the CAF for subscription to the cable television services provided by Skywave Digital through digital addressable system in accordance with the Act.
- h) "STB" (Set-top-box) means a device, which is connected to, and which is compatible with and allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system regardless of its brand or manufacture or acquisition source to enable subscriber to view the pay channels.
- i) "CPE" (Customer Premises Equipment, means STB, VC and other tools and equipment's/device(s) installed/to be installed at the Subscriber Premises in order to receive subscribed channels in unencrypted and descrambled form as per the subscription request.
- j) "CAF" Customer Application Form.

2. TERMS & CONDITIONS OF SERVICE OFFERED BY MSO ALONG WITH THE INSTRUCTION FOR ACTIVATION AND OPERATION OF SET TOP BOX:

- 2.1 The Customer shall fill the CAF in duplicate and submit the CAF to the LCO. The Customer shall ensure that the information stated in the CAF is and shall continue to be complete and accurate in all respects and the Customer hereby undertakes to immediately notify MSO or the LCO of any change thereto. The Customer shall submit duly filled CAF along the photo identification and address proof of such Customer to the LCO / MSO.
- 2.2 The LCO shall return the duplicate copy of the CAF to the Customer duly acknowledged. In case the Customer fails to provide prescribed documents as address and identification proof, the CAF shall be treated as an incomplete. All incomplete CAF shall be rejected and the deficiencies shall be informed to the Customer accordingly within 2 working days of receipt of CAF.
- 2.3 In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the Customer, MSO or the LCO as the case may be, would inform the applicant within 2 working days of receipt of the duly complete CAF.
- 2.4 The Customer shall have the option to select packages or channels on a-la-carte basis by selecting the same on the CAF or may be communicated to MSO in manner notified by MSO from time to time. Upon receipt of the fully filled CAF, complete and correct in all respects, the channels selected by the Customer shall be activated within 72 hours of its receipt.
- 2.5 A distributor of television channels or its linked local cable operator, as the case may be, may charge an amount not exceeding rupees three hundred and fifty as a one-time installation charge for installation of a new connection for providing the broadcasting services related to television.
- 2.6 A distributor of television channels or its linked local cable operator, as the case may be, may charge an amount not exceeding rupees one hundred as a one-time activation charge for activating the broadcasting services related to television.
- 2.7 Under all the schemes mentioned in clause 2.4 above, should a Customer seek termination of Services, MSO or the LCO will arrange for a interest free refund of the amount paid as Security Deposit (within 7 days upon receipt of STB) after deducting a twenty per cent depreciation for each year of usage, provided that the STB has been returned to MSO, in good and working condition along with all accessories like remote control, AC adapter (if any) and connecting cables.
- 2.8 Each STB comes with a one-year warranty. The warranty would be applicable only on the STB. There is no warranty applicable on the accessories like the adopter and the remote control. During the warranty period no repair and maintenance charges would be payable, provided the STB has been used in normal working conditions and is not tampered with. However an amount not exceeding rupees two hundred and fifty as visiting charge per registered complaint requiring visit of a person to customer premises for carrying out repair and maintenance services will be charge.
- 2.9 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 Customer if the STB is out of warranty period or if the Customer has not opted for the AMC. However all normal complaints will be responded to within 8 hours of receipt of the complaint however if complaints are received during the night will be attended by the next day.
- 2.10 The Customer is required to immediately inform MSO and the LCO about loss of Hardware and the MSO may charge the Customer for damages and/or administrative costs for providing replacement Hardware equipment. Any damages or defect to Hardware arising out of misuse or intentional or accidental damage or Force Majeure event shall be to the Customer's account. The warranty and maintenance of the Hardware during the period of one year from the date of installation shall not cover any defect or damage arising out of mis-handling of the hardware at Customer location.
- 2.11 The composition of channels in any package that the Customer has availed of will not be altered for a period of six months from the date of enrolment. Should there be a change in the same due to any channel becoming unavailable on MSO 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.

- 2.12 In case a subscriber requests for relocation of his connection from one location to another location, the distributor of television channels or its linked local cable operator, as the case may be, shall, subject to technical and operational feasibility, relocate the connection within a period of seven days from the date of receipt of such request. However the distributor or its linked local cable operator, as the case may be, charges an amount from such subscriber for the relocation.
- 2.13 In case signals of television channels to a subscriber are continuously disrupted for a period exceeding seventy two hours, the distributor of television channels or its linked local cable operator, as the case may be, shall reduce the subscription charges of the subscriber by an amount equivalent to the proportionate distributor retail price and network capacity fee in respect of such channels for the entire period of such disruption.
- 2.14 The Customer hereby agrees to and shall allow the authorized representatives of the LCO / MSO or any Government agency to enter upon the installation address for inspection, installation, removal, replacement and repossession of the STB and related Hardware, Posts and Cable Television Network under the Terms hereof. This clause shall survive the termination of the cable services until all the outstanding dues and charges are paid by the Customer to MSO and the STB and all related accessories are returned to MSO in satisfactory working condition.
- 2.15 The Customer understands and agrees that the Cable Service provided by MSO shall be only for personal viewing of the Customer/s and for his family members only. The Customer undertakes not to relay, transmit or redistribute the signals/service to any person or connect to any other device for any redistribution purpose. The Customer shall not sub-license or assign the cable services provided by MSO to any person or use the same for any unauthorised purpose. The Customer shall not allow public viewing or exploit the same for commercial benefit or otherwise. The Customer 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 Customer shall also be liable to pay damages to MSO. The Customer acknowledges that the cable service is a limited license granted to the Customer by MSO to avail and view the channels for one television set only and that the Customer 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.
- 2.16 The Customer agrees and undertakes that the Customer shall not to use or cause to be used the cable service provided by MSO with any set top box or device not approved by MSO and/or STB provided by MSO with any other service or device and shall ensure the safety and security of the STB and related Hardware from unauthorized use, theft, misuse, damages, loss etc.
- 2.17 The Customer undertakes and covenants that the Customer 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 Customer use before or after the STB any decoding, receiving, recording device other than one television set.
- 2.18 The Customer undertakes not to do or omit to do or allow any act or thing to be done or omitted as a result of which the right of (i) MSO and the LCO in relation to the cable service and/or Hardware or (ii) of the channel providers, Broadcasters, distributors etc., 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 or under applicable law.
- 2.19 Either party can disconnect the cable services by giving 21 days advance notice. However this will not apply if the Customer is found to be acting in breach of the Terms & Conditions or engaging in piracy.
- 2.20 The Customer shall, under no circumstances or in any manner, hypothecate, transfer or create or suffer any charge, lien, encumbrance or any onerous liability in respect of the Hardware which is not owned by the Customer.
- 2.21 The provision of cable service to commercial establishments will be governed by separate terms, conditions and tariffs and direction laid down by the concerned authority from time to time.

- 2.22 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.
- 2.23 MSO may, on its sole discretion, create various package(s) or bouquets of channels. The Customer may select one or more packages offered by MSO. The Customer must at least elect one basic package per STB to receive the service of MSO. The Customer confirms that MSO reserves the right to change, modify, amend, add or withdraw any package/s or any channel/s forming part of any package at any time as per law. MSO also reserves the right to revise the rates of any package as permitted by the Act at any point of time and the Customer shall pay the revised rates on intimation of such revision.
- 2.24 The Customer is aware of the fact that television channels are procured from third parties and it is beyond the control of MSO, MSO does not assure continued availability of any channel/s or package/s. Due to circumstance beyond the control of MSO, MSO may have to withdraw any channel/s from any package or the entire package/s without incurring any liability towards the Customer. In the unlikely event of any channel being withdrawn or the entire package/s is/ are dropped from the existing subscribed package/s, the Customer will be offered a new package/s at the same rate or revised rate.
- 2.25 MSO may at any time with or without notice, without incurring any liability, withdraw any channel or content of any channel/s or programme/s 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 enrages 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 MSO or any other product.
- 2.26 If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, 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 by the Broadcasters or for any other reasons beyond the reasonable control of the LCO or MSO, the Customer will not have any claim for any loss or damages against the LCO or MSO.
- 2.27 The Customer will indemnify and hold harmless the LCO/MSO from all loss, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or causes of for use and misuse of the Service or for non-observance of the terms by the Customer.
- 2.28 If any of the provision of the Terms becomes or is declared 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 or remedy hereunder 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.

3. PAYMENT OBLIGATION:

3.1 The billing will be on a calendar month basis. The Customers shall bear all taxes in relation to the Hardware and the cable services. The Customer shall ensure prompt payment of all the bills within 21 days of the bill date. All payments (in respect of both the STB and the Cable Services) shall be made to MSO either directly or through the LCO. In case the Customer 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 MSO. Any payment made after 15 days will attract simple interest not exceeding 2% higher than the base (PLR) rate notified by State Bank of India from time to time, on the amount payable by the subscriber for the period of such delay.

4. SUSPENSIONS/TERMINATION OF SERVICE:

- 4.1 The Terms will commence from the date of installation of the Hardware at the location requested by the Customer and shall remain in full force and effect unless terminated hereunder.
- 4.2 If the Customer chooses to relocate, the Customer shall submit its application in advance either to MSO or to the LCO. After verification of the outstanding, MSO the LCO would provide the services at the location. In case, if in the sole opinion of MSO or the LCO, provision of cable services at such new location is not technically or operationally feasible, MSO or the LCO willing form the Customer likewise and

Customer can opt to surrender STB and proceed to claim a interest free refund as per the terms of the scheme under which the Customer has availed of the STB.

- 4.3 Discontinuation of the cable services at Customer'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 Customers request, no charges other than STB rentals will be payable by the Customer.
- 4.4 Every MSO or LCO upon receiving a request from a customer, restore services within seventy two hours and may charge an amount not exceeding rupees twenty five as restoration fee from the subscriber for restoration of services if such services have remained suspended continuously for a period not exceeding three months, and not exceeding rupees hundred as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.
- 4.5 In case broadcasting services related to television of a subscriber remain suspended continuously for a period exceeding three months, such subscriber shall not be counted as an active subscriber.
- 4.6 If the Customer submits its disconnection notice twenty one days in advance, no charges will be payable by the Customer even if MSO or its LCO fails to disconnect the service.
- 4.7 Any request for addition of channel/package will by default be done from the next billing cycle, unless demanded as an immediate request. Disconnection of a channel/package is possible only on a calendar month basis or on expiry of the term of the contracted package.
- 4.8 Notwithstanding the aforesaid, the Cable Service would be liable to be terminated or suspended at the sole option of MSO either wholly or partly, upon occurrence of any of the following events i.e. (a) if the Customer commits a payment default; (b) in case of breach by the Customer of these Terms; (c) if the Customer is declared bankrupt, or insolvency proceedings have been initiated against the Customer; (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 channel/s for any reason not attributable to MSO or the LCO, or the agreement between the Broadcasters / Pay Channel provider/s and MSO is terminated or suspended.
- 4.9 In the event of suspension, the Customer will be liable to pay forthwith up to the last day of the month of suspension/termination and to return forthwith the STB, in working condition.
- 4.10 In the event of termination, the Customer will be liable to pay forthwith up to the last day of the month of termination and to return forthwith the STB, in working condition.
- 4.11 The Cable 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 Customer's default, the Customer shall also pay the amount for the disconnected period as if the service had continued.
- 4.12 MSO may terminate the relationship and forfeit the balance amount, if any amount is lying in the Customer account and deactivate the service on the following events:
 - a) If the Customer contravenes the terms and conditions contained herein;
 - b) If the Customer has acted in a manner that is inappropriate;
 - c) If the Customer illegally copies the content, retransmits or redistributes the service or transmit the service and/or recording made through Set-Top Box in an unauthorized manner or otherwise allow the interception of the service and/or recording made through Set-Top-Box by any equipment which will allow for its distribution from the installation address to any neighboring premises, cable operator or any other person or entity;
 - d) If the Customer charges any person for viewing any programme or content; or
 - e) If the Hardware equipment is found in possession of any third party; or
- 4.13 MSO 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 MSO.
- 4.14 MSO in no case shall be liable to the Customer for taking any bonfire action, including but not limited to disconnection of service to protect its intellectual Property Rights (IPR) or such rights of the content providers or any other person, whose interest it is bound to protect by virtue of contractual obligations or by law and MSO will incur no liability even if the information on the strength of which it has taken any action is later discovered to be unfounded or false.

5. E-MAIL, CONTACT ADDRESS, TELEPHONE NUMBER OF CUSTOMER CARE:

For a response to all queries, requests & complaints you can contact us by;

Telephone: 03482 250 250/ 08373 049 249

Mail: support@skywavedigital.in

Post: 1st Floor, Mohan More Market Complex, Rejaul Karim Sarani, Berhampore, Murshidabad, Pin-742101, West Bengal

URL: <http://www.skywavedigital.in>

The Customer 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 <http://skywavedigital.in>

6. COMPLAINT REDRESSAL MECHANISM, INCLUDING COMPLAINT REDRESSAL PROCEDURE AND THE TIME LIMITS FOR REDRESSAL OF COMPLAINTS:

- 6.1 For each complaint received by MSO shall be assigned a docket number and the Customer can monitor the status of the same through the Web Based Complaint Monitoring System established by MSO.
- 6.2 Each complaint will be attended within 8 hours; however complaints received during the night will be attended on the next day.
- 6.3 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.
- 6.4 All complaints relating to billing shall be resolved within seven (7) days of the receipt of the complaint from you. After the complaint has been resolved which resolution is satisfactory to you and us, in case you become entitled to a interest free refund, we shall endeavor to make the interest free refund to you within thirty (30) days of the receipt of your complaint by us.
- 6.5 At least ninety percent of all complaints received by us or our local cable operator (except complaints relating to billing) shall be redressed within twenty four hours of the receipt of the complaint.
- 6.6 Records for all your complaints shall be maintained and kept by us only for a period of three (3) months from the date of resolution of the complaint.

On receipt of a complaint, the same is recorded in our system and a unique docket number is provided to the consumer. The complaints of consumer are resolved by our customer care executives. If the complaint requires further resources, we will forward it internally for required actions. The complaint will be solved in a defined Turnaround Time (TAT). The same will be informed to the customer via suitable media.

However, the Turnaround Time for different parameters is as follows:

Service Parameter	Time Limit
Provisioning New Connections	Within 2 Days of receiving your application with Valid Documents (Provided technical Feasibility in your area permits the connection). If there is any deficiency in the application or in case it is technically or operationally not feasible for us to provide you with connection, the same shall be informed to you indicating the reason why, within two working days of the receipt of the application
Fault Repair	Responded to within 8 hours of request and resolved in a maximum of 3 days
Shifting the Connection to your new address within the same city	Attended to within 2 days of written request and resolved in a maximum of 3 Days thereof (Provided technical Feasibility in your area permits the connection)
Closures	Attended to within 24 Business hours
Billing	Attended to within seven days of receipt of the complaint from the consumer and interest free refunds, if any, shall be made to such consumer within thirty days of receipt of the complaint

Refunding your deposits (Refundable Component) After solution of outstanding charges	Within 7 days of disconnection and return of STB in good working condition
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The resolution of the Service Request will be communicated to you via telephone call to your registered contact number or by email. Closure of the Service Request will be communicated via suitable media, if any.

NODAL OFFICER:

In the event, you are still not satisfied with the resolution provided from the Customer Care Centre, you can approach the Nodal Officer to file an appeal on your complaint. The details of the Nodal Officer:

Name: Mrs. Tanusree Das

Address: 1st Floor, Mohan More Market, Rejaul Karim Sarani, Berhampore, Murshidabad, Pin-742101, West Bengal.

Telephone: 03482 250 250

Email: info@skywavedigital.in

7. RIGHT OF CONSUMERS UNDER THE DIFFERENT REGULATIONS, ORDERS AND DIRECTIONS ISSUED BY TRAI:

- 7.1 To receive Quality of Service in accordance with parameters specified by TRAI in its regulations.
- 7.2 Right to get information regarding tariff before provision of service and every time the tariff is changed, especially adversely affecting the consumer.
- 7.3 Right to be informed before activation of any value added service, this is chargeable.
- 7.4 To seek legal remedy in case the grievances of the consumer is not settled.
- 7.5 To get interest free refund of security deposit within 7 days of request of termination of service subject to adjustment of pending dues, if any.
- 7.6 Right of consumers for termination or disconnection of service.
- 7.7 Right to know the eligibility, opening and closing dates of any promotional offers provided by the service provider.

8. THE DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER UNDER THE DIFFERENT REGULATIONS, ORDERS AND DIRECTIONS ISSUED BY THE AUTHORITY.

- 8.1 MSO should act immediately on the applications received by it for seeking connection, disconnection and reconnection or shifting of Cable Tv connection or intending to obtain or return Set Top Box at a place located within the area of operation of MSO or its LCOs immediately but not later than 2 days of the receipt of the application. However, if any shortcoming or deficiency in the application is observed, the same will be communicated in writing to the applicant within 2 days of receipt of the application.
- 8.2 In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the applicant, MSO or its LCOs will inform the applicant within 2 days of receipt of application indicating the reasons.
- 8.3 MSO or its LCOs should give a prior notice of 21 days to the consumers if it takes off the air or discontinue exhibition of any channel on its network. However, no notice is required if the discontinuation happens because of any natural calamities or reasons beyond the control of MSO.
- 8.4 MSO or its LCOs should give a prior notice of three days to the consumers if any facilitative maintenance work is carried out which cause disruption in signals up to 24 hours or a prior notice of 15 days if such disruption is likely to last more than 24 hours.
- 8.5 MSO should provide a Manual of Practice to the consumers at the time of subscription of service.
- 8.6 MSO should reduce the subscription charges payable by a consumer by an amount equivalent to the a-la-carte rate of such channel from the date of discontinuation of the channel if any channel which is a part of a package subscribed by a consumer becomes unavailable on the network of MSO and the channels have not been replaced.

- 8.7 MSO should redress the complaints of consumers within the time limits and manner as defined in the regulations issued by Telecom Authority of India in this regard.
- 8.8 MSO should provide a customer care facility to the consumers to readdress complaints along with Web Based Complaint Monitoring System.
- 8.9 MSO should offer minimum 100 Free-To-Air channels in the form of Basic Service Tier package to the consumers as required under the relevant regulations.

FORCE MAJEURE: If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any others 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, MSO, broadcaster, the Subscriber will not have any claim for any loss or damages against the LCO/MSO/broadcaster.

DISCLAIMER: The LCO/ MSO / broadcaster 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 or fitness for particular purpose.

LIMITATION OF LIABILITY: LCO, broadcaster and MSO and the employees thereof shall be not liable to the Subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Service or inability to provide the same whether or not due to suspension, interruption or termination of the Service or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or Distributor or MSO for any actual or alleged breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance but was deprived due to such breach.

INDEMNITY: The Subscriber hereby indemnifies and hold harmless the LCO, MSO and broadcaster from all the loss, claims, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or cause of for use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber.

NOTICE: Notice by hardcopy, email or fax shall be deemed to be sufficient and binding on the Subscriber.

JURISDICTION: All disputes and differences with respect to these Terms between the Subscriber and MSO or the LCO shall be shall be subject only to the jurisdiction of the courts at Kolkata.

MISCELLANEOUS: If any of the provisions of these Terms becomes or is declares illegal, invalid or unenforceable for any reason by the Authority (TRAI), the other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof. Terms may be amended by the authority (TRAI) from time to time and shall be binding on all MSO/LCO/broadcaster.