

Rachit Cable NETWORK

Near Quila, Jahangirabad, Disst. Bulandshahar, U.P. - 203394

www.rachitcable.com- Web.

GST No: 09AEDPA5964Q1ZY

CAS Registration Form

For Official Use Only	New / Add On Connection _____	CRF No. _____
Subscriber Code _____	STB No. _____	Smart Card No. _____

TO BE FILLED IN CAPITAL LETTERS & COMPULSORILY FILLED THE COMPLETE FORM

Verification details provided : Unique ID No. _____ Landline Tel Bill Voter ID
for foreign national Passport No. is must Passport No. _____ Electricity Bill Driving Licence

Type of Subscriber: Residential / Commercial / Others _____

Title Mr. Mrs. M/S. Please Tick

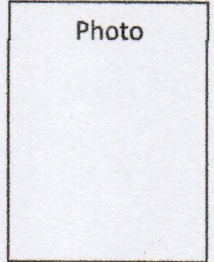
If Commercial, Organization Name: _____

Applicant's First Name _____ Surname _____

Father's Name _____ Surname _____

Contact No. Landline _____ Mobile _____ Email: _____

*Nationality _____ Date of Birth _____



Installation Address:-

House No. _____

Building Name _____ Building No. _____

Flat No. _____ Floor _____ Front/Back _____

Colony Name _____ Road/Street _____

Area _____

City _____ State _____ Postal Code _____

Tenant Owner If Tenant, Owner's Name _____

Contact Person for Payments/Communication _____ Contact Person Mobile No. _____

Billing Address:-

House No. _____

Building Name _____ Building No. _____

Flat No. _____ Floor _____ Front/Back _____

Road/Street _____

Area _____

City _____ State _____ Postal Code _____

Marital Status: Married Single Other No. of Family Members _____

Are you using Computer Y N Desktop Laptop Both

Existing Broadband Customer Yes No No. of TV Sets in home _____

Occupation _____

Organization Name _____ Designation _____

*Tariff Plan Opted Service _____

*Type & Model No. of STB _____

Subscriber Declaration:-

I have read and understood the terms and conditions printed overleaf 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 receive the above hardware and the information contained herein true and accurate in every respect.

Date _____ Signature of Subscriber _____

Stamp & Signature of LCO _____

Website: www.rachitcable.com

Acknowledgement Slip

CRF No. _____

Received an application form from _____ with the payment of Rs. _____ vide receipt no. _____ in cash/cheque/DD/Credit/Debit Card.

Date _____

Stamp & Signature of LCO _____

For any query / complaints/ suggestions you can approach us through any of the following:

characters) D. LCO

*Please fill up type/model of set top box required by you. Details of available handset are given in RCN brochure.

* Please fill up Tariff plan or Tariff code as given in our booklet for the service you want to avail.

We have many alternative tariff plans to suit individual requirement.

* For foreign nationals self attested passport copy is must.

TERMS & CONDITIONS:

1. Definition:

(a) "addressable system" means an electronic device or more than one electronic devices put in an integrated system through which signals of television channels can be sent in encrypted or unencrypted form, which can be decoded by the device or devices at the premises of the subscriber within limits of the authorization made in the channel and request of such subscriber by the service provider to the subscriber;

(b) "Alternative tariff package (ATP)" means a tariff package which a service provider may offer, in addition to the standard tariff package, for supply of a set top box to the subscriber for receiving programmes;

(c) "Authority" means the Telecom Regulatory Authority of India established under sub-section (a) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);

(d) "Authorized Officer" shall have the same meaning as given in clause (a) of section 2 of the Cable Television Networks (Regulation) Act 1995 (7 of 1995);

(e) "Broadcaster" means any person including an individual, group of persons, public or body corporate firm or any organization of body who or which is providing programming services and includes his or her authorized distribution agencies;

(f) "Basic service tier" means a package of free-to-air channels provided by a cable operator, for a single price to the subscribers of the area in which his cable television network is providing service and such channels are receivable for viewing by the subscribers on the receiver set of a type existing immediately before the commencement of the Cable Television Networks (Regulation) Amendment Act, 2003 without any addressable system attached to such receiver set in any manner;

(g) "CAS Area" means the area notified under sub-section (1) of Section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995);

(h) "LCO" means a Local Cable Operator i.e. person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network;

(i) "Cable Service" means the transmission by cables of programmes including retransmission by cables of any broadcast television signals;

(j) "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;

(k) "Free to air channel" or "FTA channel" means a channel for which no fees is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly and which would not require the use of any addressable system attached with the receiver set of a subscriber;

(l) "Multi System Operator (MSO)" means a cable operator who receives a programming service from a broadcaster or his authorized agencies and retransmits 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 his authorized distribution agencies by whatever name called;

(m) "Pay channel" means a channel for which fees is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly and which would require the use of an addressable system attached with the receiver set of a subscriber;

(n) "Programme" means any television broadcast and includes:

- (1) Exhibition of films, features, dramas, advertisements and aerials
- (2) Any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be construed accordingly;

(o) "Service Provider" means the Government as a service provider and includes a licensee as well as any broadcaster, multi system operator (MSO), cable operator or distributor of TV channels;

(p) "Set Top Box" means a device, which is connected to or is part of a television and which allows a subscriber to receive in unencrypted/decrypted form subscribed pay channels through an addressable system;

(q) "Standard Tariff Package" (STP) means a package of tariff as may be determined by the Authority for supply of a set top box to the subscriber by a service provider for receiving programmes;

(r) "Subscriber" means a person who receives the signals of a service provider at a place indicated by him to the service provider without further transmitting it to any other person.

2. Provision of Service

2.1 The service is made available to the subscriber with effect from the date of activation of the STR and on terms of activation of the STR and on terms which the subscriber hereby fully accepts and undertakes to abide.

2.2 The subscriber shall ensure that the information stated in the CAS Registration Form is and shall continue to be complete and accurate in all material respects and shall notify immediately of any change therein.

2.3 All incomplete registration forms shall be rejected.

2.4 The LCO will respond within 5 working days of receipt of application, the deficiencies and shortcomings in the registration form.

2.5 In case on technical non-feasibility at the location requested by the subscriber, the LCO will inform the subscriber the reasons for the same within 5 working days.

2.6 The subscriber can opt for any of the refundable deposit schemes as per terms stated in the standard tariff package, framed by the Authority or avail of the Alternative Tariff package as mentioned overleaf by Rachit Cable Network.

2.7 Monthly rentals for the STR will be payable to Rachit Cable Network through its LCO and will be a part of regular invoice raised to the subscriber for pay channels as well as basic tier.

2.8 The STB will become the property of the subscriber after five years rentals have been paid. Thereafter repair charges, if any will be borne by the subscriber.

2.9 Changes in the rates of taxes & Govt duties will be informed to subscribers and passed on.

2.10 In case of STR malfunction, LCO/MSO will replace or repair the STR within 24 hours of receipt of complaint. However this will not apply if the STB has been found tampered with. In case of loss/irreparable damage or remote or viewing card charges shall be extra.

2.11 Refund of security deposit will be made available to the subscriber within seven days upon receipt of STR, provided the same has not been tampered with.

2.12 STB will not be made available to a subscriber on a rental scheme again if he/she has already availed of this at the same location in the past.

2.13 Pay channels will be activated within 48 hours of receipt or Request a Rachit Cable Network Office.

2.14 Pay channels can be subscribed in packages/bouquets/ala cards by filling in the CAS channel request form. Billing for pay channels will be on a calendar month basis.

2.15 Pay channels can be unsubscribed provided the minimum subscription period of four months has been adhered to. Unsubscription requests should be submitted preferably by the 25th of the previous month in writing.

2.16 No LCO shall disconnect a subscriber without giving 15 days written notice. However this will not apply if the subscriber is found to be the cause of piracy.

2.17 The Subscriber hereby agrees to allow the authorised representatives of the LCO/MSO/Rachit Cable Network to enter upon the installation address for inspection, installation, removal, replacement and

reparation of the Hardware under the Terms hereof. This Clause shall survive the termination until the all the dues are paid and the Card along with the STB owned by Rachit Cable Network is returned in satisfactory working condition. 2.16 The service and the license to use the card shall be for personal viewing of the Subscriber and for his family members only. No assignment of Card shall be valid unless the same is approved in writing by Rachit Cable Network 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.

2.19 The subscriber acknowledges that the Card has been merely licensed to the subscriber by Rachit Cable Network, to avail the channels for one TV set only and shall at all times be the exclusive property of Rachit Cable Network and that he/she has been fully explained and accepts that any unauthorized relay or re-transmission of the signal will constitute infringement or 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.

2.20 The subscriber undertakes not to use or cause to be used the Card with any other set top box or device and/or STB with any other card or device and shall ensure the safety and security of the hardware from unauthorised use, theft, misuse, damages, loss etc.

2.21 The subscriber undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the Hardware 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 use before or after the STB any decoding receiving, recording device other than one television set.

2.22 The subscriber undertakes not to do or allow any act or thing to be done as a result of the right of the LCO/MSO/Distributor 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 partly or otherwise are so bound.

2.23 The subscriber undertakes not to hypothecate, transfer, create or suffer any charge, lien or any onerous liability in respect of the hardware which is not owned by Subscriber.

2.24 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.

2.25 Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.

2.26 All the terms and conditions including the provisions related to the terms of service, tariff, rebates, discounts, refunds shall be subject to the rule, regulations, notifications, guidelines as may be specified by the Authority or as may be applicable from time to time.

3. Payment Obligation :

3.1 The subscriber shall ensure prompt payment of all bills within seven days of receipt of bill from the LCO.

3.2 Any payment made after seven days will attract simple interest @1.2% p.a. on a pro-rata basis for the number of days delayed.

3.3 Billing disputes if any will be resolved within 7 days.

3.4 Refunds, if any will be issued within 30 days following resolution of complaint or before the next billing cycle whichever is earlier.

4. Suspension / Termination of service

4.1 The terms will commence from the date of installation of the hardware and shall remain in full force and effect unless terminated under the Terms.

4.2 Notwithstanding the aforesaid, the services shall liable to be terminated or suspended at the sole option of LCO/MSO/Distributor/Rachit Cable Network either whole or in part upon occurrence of any of the events i.e. (a) if the Subscriber commits payment default; (b) in case of breach by the subscriber; (c) if the Rental Agreement is terminated; (d) if the subscriber is declared bankrupt, or insolvency proceedings have been initiated against the subscriber, (e) in order to comply with the Act and/or any other applicable laws, notifications, directions of any statutory or regulatory bodies; (f) if the channel providers suspend or discontinue to transmit any channel/s for any reason not attributable in the LCO, MSO and Rachit Cable Network or the agreement between the pay channel providers and MSO or Rachit Cable Network is terminated or suspended.

4.3 In the event of termination/suspension, the subscriber will be liable to pay forthwith all amounts upto the last day of the month of suspension/termination and to return forthwith the card, in working condition (reasonable wear and tear excepted).

4.4 The service may be restored upon receipt of all the dues, advance subscription or deposit, reconnection charges 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 discontinued period as if the service had continued.

5. 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 of 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 MSO of Rachit Cable Network, the Subscriber will not have any claim for any loss or damages against the LCO/MSO/Rachit Cable Network.

6. **Disclaimer:** The LCO/MSO/Delhi Distribution Co. 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 of merchantability or fitness for a particular purpose.

7. **Limitation of Liability:** LCO, MSO, Distributor and Delhi Distribution Co. 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 services or for any inconvenience, disappointment due to 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 or Delhi Distribution Co. for any actual or alleged breach shall not exceed the subscription paid in advance to LCO for such duration of service, for which the subscriber had paid in advance but was deprived due to such breach.

8. **Indemnity:** The subscriber will indemnify and hold harmless the LCO, MSO and Delhi Distribution Co. 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 subscriber.

9. Notice: Notice at the installation address shall be deemed to be sufficient and binding on the subscriber.

10. Jurisdiction: All disputes with respect to the terms between the subscriber and the LCO shall be subject to jurisdiction of courts where the LCO provides service.

11. Miscellaneous: 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.

12. The terms and conditions prescribed under the regulation issued by Authority on 23rd Aug, 2003 are applicable herewith. Detailed information is available on the authorised site of Telecom Regulatory Authority of India viz. www.trai.gov.in.