

Terms & Conditions for Subscription of Videocon d2h Services

The Customer declares and warrants that he is fully competent to enter into this Customer Agreement Form ("CAF"). The Customer acknowledges that he has read and fully understood the terms and conditions of availing Direct To Home ("DTH") services of Videocon d2h Limited ("VDL") (formerly known as Bharat Business Channel Limited) mentioned hereinunder and is bound by the same.

However, VDL reserves its right to reject this CAF upon noticing any non-compliance, misrepresentation, incomplete or incorrect information by the Customer.

1) Customer Agreement Form ("CAF")

The terms and conditions herein contained shall constitute a legally valid, binding and subsisting Agreement between VDL and the Customer. No change in the information tendered by the Customer in the CAF shall be valid till the time such change is duly accepted in writing by VDL. Customer hereby authorizes VDL to modify the terms and conditions of provision of d2h Service and CPE.

The d2h Service shall be activated only when the Customer duly signs the CAF along with the requisite proofs and makes the requisite payment as per chosen CPE Scheme and selected Package/s.

2) Definition

"Address" shall mean the address of the Customer set forth in the CAF or any new address as intimated by the Customer to VDL and shall be deemed to be the authorized address for the purpose of installation and receipt of d2h Services.

"Customer" means a person whose name is mentioned in the CAF and who receives the d2h Services of VDL.

"Customer ID" shall mean the unique Customer identification code issued to the Customer for purposes of accessing his/her d2h Customer account maintained with VDL.

"Customer Premise Equipment" ("CPE") means the equipment, components and accessories installed at the Address of the Customer to enable the reception of any broadcasting service offered through an addressable system and includes:-
a) Set Top Box and the Remote Control of the STB

b) Low Noise Block Converter with Feedhorn ("LNB"), Cable, Connectors; and

c) The dish antenna, where such dish antenna is essential for such service;

but shall not include a Satellite Card, television receiver set, computer, or any such end equipment.

"CPE Schemes" shall mean various options available to the Customer for availing CPE from VDL, to view d2h services which includes i) Outright Purchase or ii) Rental or iii) Hire Purchase or iv) Access Service or any other scheme/s launched by VDL, from time to time, on the terms and conditions mentioned herein.

"Direct To Home Service/DTH Service" means distribution of multi-channel TV programmes by using a satellite system by providing TV signals directly to the premises of the Customer without passing through an intermediary such as cable operator or any other distributor of TV channels.

"d2h Service" is a DTH Service provided by VDL.

"Engineer" means a person of installation agency, specifically authorized by VDL, for Installation and other related services at the Address where the CPE is installed.

"Force Majeure Event" shall mean and include any reason/s or cause/s beyond the control of VDL including but not limited to an act of God, fire, flood, natural disaster, failure of communications, equipment, machinery, transmission limitations/problems caused by topographical, environmental, atmospheric, hydrological conditions, cyber attack and/or such other factors, suspension of DTH license, breach of contract by any content and/or technology partners, interference or tampering of DTH transmission by jammers, etc.

"Installation" means the installation of the CPE at the Address, either by VDL or by Engineer.

"Law" means and shall include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government Authority, tribunal, board or court including, without limitation, the DTH Guidelines in force issued by the Government of India for DTH broadcasting services and License obtained by VDL from the Government of India pursuant to the applicable law all as amended, modified or re-issued from time to time.

"Package" means any bouquet of channels and service/s which may be offered by VDL from time to time.

"Registered Telephone Number" ("RTN") means the phone number/s mentioned by the Customer for contact and promotion.

"Satellite Card" is a viewing card for receiving VDL's d2h Services. It shall always remain the property of VDL and the Customer has only license to use it for viewing the d2h Services of VDL till such time the Customer continues to pay the subscription fee and adheres to all the terms and conditions of this CAF.

"Set Top Box" ("STB") is an open architecture device, which is connected to a television or is a part thereof and allows Customer to receive and/or decode the DTH signals including signals of VDL.

"Third Party Hardware" shall mean Satellite TV, Satellite LCD/LED, Satellite DVD, Direct Digital Broadcasting (DDB) and/or any other hardware/software.

3. Term

The Term of this CAF shall commence from the date of installation of CPE at the Address of the Customer or date of signing of this CAF, whichever is earlier and shall continue till the return of CPE (including the Satellite Card) or discontinuation of the d2h Services, as per the applicable CPE Schemes.

4. **Availing d2h Service/s** Customer can avail d2h Service/s by choosing one of the options from available CPE Schemes and Packages.

CPE Schemes

Presently, CPE is provided under four schemes viz i) Access Service or ii) Outright Purchase or iii) Hire Purchase or iv) Rental. The detailed terms and conditions relating to each of these options are understood by the Customer and are also available on VDL's website www.videocon2h.com.

Access Service

Under Access Service option, CPE shall be provided to the Customer only for the purpose of accessing the d2h Services. The possession and control of CPE shall always remain with VDL and in no case Customer shall acquire any title, interest, absolute control/right/possession and ownership in the CPE (including the Satellite Card). Customer acknowledges and agrees that under the Access Service Scheme, the CPE is provided on trust, only for the purpose of availing the d2h Services. Customer further acknowledges that the d2h Services shall be activated on payment of the requisite activation charges, access service charges, additional access service charges and other applicable charges.

For the sake of clarity, under the Access Service, no charges are levied on Customer by VDL, towards right to use of CPE. In the event the Customer discontinues subscription of d2h Services or the Customer's subscription gets terminated due to any reason, the Customer shall be liable to return the CPE (including the Satellite Card). Furthermore, if the Customer fails to return the CPE (including the Satellite Card) then Customer agrees that he would be liable to pay the losses / damages / expenses, etc incurred by VDL in this regard and such CPE will be made inaccessible / unusable by VDL.

The Customer shall not sell, or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the CPE (including the Satellite Card) or any interest in it and the Customer is obligated to take good care of the CPE (including the Satellite Card) and will not remove the same from its present Address during the Term.

Outright Purchase Under Outright Purchase option, CPE shall be provided to the Customer on outright sale basis and the ownership of the CPE (except Satellite Card) shall be transferred to the Customer.

Under this Scheme, CPE shall be delivered to the Customer on VDL receiving the entire price of the CPE from the Customer, in advance. In the event the d2h Services are discontinued for any reason whatsoever, then the Customer shall immediately return the Satellite Card to VDL. Customer acknowledges and agrees that under no circumstances, the Customer shall be entitled to refund (either part or in full) the purchase price of the CPE paid to VDL.

Hire Purchase

Under Hire Purchase option, CPE shall be provided to the Customer, the ownership of which (except Satellite Card) shall be transferred to the Customer after payment of all the installments applicable for the hired tenure. However, till such time the Customer has not paid all the installments to VDL, VDL shall remain the sole and absolute owner of the CPE.

Under this Scheme, the Customer understands and agrees that the Customer shall remain subscribed to the d2h services on a continuous basis during the hired tenure.

In the event the Customer defaults in payment of the installment towards the hired tenure or discontinues with the d2h Services during the hired tenure, then the Customer shall return the CPE (including the Satellite Card) to VDL. Customer acknowledges that under no circumstances, the Customer acquires any right, title to the Satellite Card.

During the hired period, the Customer shall not sell, or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the CPE. Customer acknowledges that under no circumstances, the Customer acquires any right, title to the Satellite Card.

Rental

Under Rental option, the CPE shall be provided on rent for the tenure of eighty four (84) months ("Rental Period").

The Customer acknowledges and agrees that the rent charged to the Customer is towards the transfer of right to use the CPE. The control of CPE shall vest with the Customer.

Under this Scheme, the Customer agrees and undertakes to complete the entire Rental Period and the Customer will not disconnect the d2h Services during the same. The Customer understands and agrees that the CPE is supplied to the Customer on a subsidized rate and under an express understanding that the Customer shall remain subscribed to the d2h Services on a continuous basis during the Rental Period.

The Customer further acknowledges that since the CPE is provided on rental basis, it cannot be construed that any title, ownership in the CPE (including the Satellite Card) has been transferred to the Customer. The Customer shall not sell, or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the CPE (including the Satellite Card). VDL reserves its right to take back the CPE or claim losses/damages from the Customer in the event of Customer's failure to return the CPE (including the Satellite Card) to VDL, immediately upon cancellation of d2h Service. During the Rental Period, the Customer shall ensure that the CPE (including the Satellite Card) is kept in good, normal working conditions and without any damage whatsoever.

Notwithstanding anything contained hereinabove, the Customer further categorically undertakes and agrees that the Customer will be under an obligation to purchase the CPE (excluding the Satellite Card) from VDL, in the event the Customer opts for the DTH Services of any other service provider after such Rental Period at a price prevailing at the time of such shift and a separate receipt for the sale shall be provided to the Customer by VDL.

The details of the pricing under each of the four CPE Schemes mentioned above, are available on VDL's website www.videocon2h.com.

In case of all the aforesaid CPE Schemes, the Customer shall be provided a Satellite Card to enable the Customer to receive d2h Service. Under all circumstances, the Satellite Card shall always remain the property of VDL and the Customer has only license to use it for viewing the d2h Services till such time the Customer continues to recharge his Customer account and adheres to all the terms and conditions of this Agreement.

5. Packages/Bouquets, Ala-carte Offerings and On Demand Services

1) Packages/Bouquets

5.1.1 The Customer shall subscribe to any of the packages/bouquet(s)/channel(s) that VDL may offer. The Customer may request VDL to add, drop and replace a bouquet by contacting the customer care of VDL. Acceptance of such a request of the Customer shall be subject to the minimum balance in the Customer's d2h account and availability of the requested bouquet/channel(s).

5.1.2 VDL reserves the right at any time without prior notice to the Customer and without any liability, to do the following:-

a) Replace or otherwise withdraw package/s, bouquet(s) and/or channel(s) and services.

b) Black out any content(s)/program(s).

c) Modify the price/s for the Package(s), service/s or any part of the d2h Services

5.1.3 Customer agrees that the content provided by VDL is supplied by other parties and availability and quality of the content is beyond VDL's control.

5.1.4 VDL shall not be responsible or liable for disconnection/removal of any channel/s from its d2h Service if the channel/s is/are not available from the broadcaster/s end.

5.1.5 VDL reserves the right to stop providing any content in the interest of national security or in the event of an emergency or war or similar situation or if the content is anti national, promotes political/religious propaganda, is against public policy, is banned or restricted from being distributed under any applicable law and/or under any agreement VDL has executed with the content provider or VDL otherwise finds the content objectionable or obscene or derogatory to any person, hurts religious sentiments or infringes any privacy rights of any individual/s, or is not in the interest of the Customers of VDL or general public. Test channel/s or Channel/s appearing in the d2h Services may be removed at any time with a reasonable notice.

5.2 Ala Carte Offerings

To view and subscribe VDL's d2h Ala Carte Offerings and its terms and conditions, the Customer may visit our website www.videocon2h.com

5.3 On Demand Services

5.3.1 The Customer will have to separately subscribe to "on demand" services like Pay Per View (PPV) movie services, Subscription Video On Demand ("SVOD"), Active Radio Services and/or any other such services available on the d2h services, on payment of applicable charges.

5.3.2 The Customer cannot avail the on demand services automatically. For availing the on demand services the Customer will be required to maintain a minimum/sufficient balance required for availing such services.

5.3.3 The Customer agrees that once he opts for any on demand services, the same cannot be cancelled and no claim for refund will be entertained by VDL.

6. Pricing and Payments

6.1 The Customer agrees to pay on a pre-paid basis the installation charges, d2h activation fees, d2h subscription fees, d2h access service charge depending on the CPE Scheme and the Package(s) selected by the Customer.

6.2 The Customer agrees to authorize VDL/Engineer to levy Installation charges. The Customer also agrees to authorize VDL to charge his d2h account for d2h subscription fee, on demand services or any other applicable charges.

6.3 In case the CPE is taken by the Customer under the Rental Scheme, the Customer undertakes to pay the applicable advance rental.

6.4 In case of Access Service Scheme, Customer undertakes to pay to VDL a one-time access service charge.

6.5 The Customer may increase his d2h account balance by using the available recharge vouchers or by any other payment options that may be available from time to time.

6.6 The Customer agrees that he will not be entitled for any discount/s, concession/s, credit/s, refund/s unless expressly authorized by VDL.

6.7 The Customer d2h account balance is not transferable.

6.8 All payments due to VDL shall be debited through the Customer's d2h account on a daily basis unless otherwise intimated by VDL

6.9 All taxes, present and future and any other additional cess/duty levied by the governmental authorities shall be on account of the Customer.

6.10 Please refer to VDL's website www.videocon2h.com or contact VDL's customer care for the current pricing and for other information regarding the d2h Services.

7. General Terms and Conditions

7.1 Installation and Activation

7.1.1 The Customer is under an obligation to call the VDL Customer care to schedule the installation.

7.1.2 The Customer agrees to pay the Installation and d2h activation charges at the prevailing rate, which will be applicable for all the CPE Schemes.

7.1.3 Installation shall take place on mutually convenient day, date and time, subject to availability of a slot.

7.1.4 Installation shall be carried out by the Engineer in the presence of the Customer or his authorized representative.

7.1.5 The Customer undertakes to obtain all the requisite permission/s, sanction/s, required for Installation and the Customer shall alone be responsible for any third party objection/s at the Installation Address. VDL shall not be responsible for any delay/s on account of such reason.

7.1.6 The Customer acknowledges and agrees to pay the Installation charges, if the Engineer has visited the Address and the Installation has not taken place because i) any necessary permission/authorizations have not been obtained or are withdrawn; or ii) Customer or Customer's authorized representatives are not present at the appointed time; (iii) Customer has failed to furnish a valid age and address photo identification as required; or (iv) a lack of authorized third party services and materials required for Installation; and (v) any other Force Majeure Event.

7.1.7 VDL shall not be responsible or liable to Customer for interruption, disruption, de-activation of d2h service after Installation on account of any Force Majeure Event.

7.1.8 The Customer shall ensure that the Engineer's safely access to the Installation Address and carry out the Installation.

7.1.9 Installation personnel shall inform the Customer in advance in case of any necessity of such third party help. The Customer shall be solely responsible for any expenses incurred towards any services provided by any third party/ agency i.e. plumber, electrician etc.

7.1.10 The Customer undertakes to provide to the Engineer a copy of valid address proof like voter ID, ration card, bank pass book, passport, etc at the time of Installation.

7.1.11 Engineer reserves its right to charge the Customer if installation is not possible on account of want of necessary permission/s, authorization/s, absence of the Customer or Customer's authorized person on the scheduled date of Installation, interruption, disruption created by third party, and due to which reasons the Engineer has to return without Installation and in all such situations, VDL and its Engineer shall not be responsible for delay in installation.

7.1.12 In the event the Customer desires postponement of the installation then the same can be communicated by the Customer to the Customer Care well in advance and preferably 48 hours prior to the scheduled installation. By granting appointment for installation, the Customer agrees to allow the Engineer to use the equipment from the Address to work related to installation. Engineer may consult with the Customer on matters regarding installation. However, the decisions of the Engineer shall be final on all such matters and the Customer shall be bound by all such decisions.

7.1.13 In the event of Force Majeure Event, if the CPE is lost, damaged beyond repairs and the same is rendered useless, the Customer shall be under an obligation to once again subscribe to the d2h Services by making necessary payment of the applicable installation, activation and subscription charges (if exhausted).

7.2 Relocation to new Address

7.2.1 The Customer shall immediately intimate VDL in case he relocates to new Address and he will have to book fresh Installation at the relocation address. Removal of CPE from present Address shall be at the expense of Customer and with the approval of VDL and any deviation from this term shall attract termination of this Agreement by VDL.

7.2.2 VDL does not guarantee installation at the new Address.

7.2.3 Installation at the relocation address shall be carried out in the presence of the Customer or his authorized representative only and not otherwise.

7.2.4 VDL reserves the right to deactivate the d2h Services, if the Customer moves the CPE to the new Address without proper authorization of VDL. In such an event any remaining service performance assurance on the CPE shall become invalid. Customer agrees that the Engineer shall be within its rights to charge for the Installation at the relocated Address as per the charges prevailing at that time.

7.3 Satellite Card

7.3.1 The Customer undertakes to use only one Satellite Card per STB.

7.3.2 The Customer acknowledges and agrees that the Satellite Card shall under all circumstances and under all the Schemes, remain the property of VDL and Customer shall return the Satellite Card to VDL on deactivation or cancellation or termination of the d2h Services or replacement thereof.

7.3.3 The Customer agrees that merely the right of usage of Satellite Card does not entitle him to receive the d2h Services. In case of loss, theft, damage of Satellite Card, the Customer shall immediately intimate VDL so as to enable VDL to deactivate the Satellite Card and VDL reserves right to charge the Customer for such replacement, loss, damage to the Satellite Card. The Customer undertakes that he will not take the Satellite Card out of the STB (unless specifically authorized by VDL/Engineer) or allow anyone else to do so or use the same in any other manner. Each Satellite Card is paired with a particular STB and the same cannot be used in any other STB of VDL. VDL reserves the right to deactivate the d2h Services for any unauthorized usage of the Satellite Card.

7.4 Customer Data

VDL may use or share group viewing patterns of its Customer base with governmental agencies, if required by law, or for the purposes of product development, research, strategic, financial or other business decisions.

7.5 Deactivation and Cancellation of Services

7.5.1 Notwithstanding anything contained in this CAF, Customer agrees that the d2h Services shall be deactivated and/or cancelled by VDL if:

7.5.1.1 The Customer fails to maintain the minimum balance in the account from the date when the balance expires and fails to top up the d2h account.

7.5.1.2 The Customer decides to cancel the d2h Services on the expiry of the minimum period for which the Customer is required to subscribe.

7.5.1.3 The Customer commits breach of any of the terms and conditions of this CAF.

7.5.1.4 If the CPE and/or the Satellite Card is found in possession of any third person or is found to be outside India or at a place other than the place of Installation, or if the Customer copies, distributes the signals from his CPE to any other party.

7.5.1.5 The information provided by the Customer is found to be inadequate, false or incorrect.

7.5.1.6 The license necessary for VDL to operate as DTH service provider stands cancelled.

7.5.1.7 VDL finds that the Customer is copying, redistributing, relaying or transmitting the d2h Service or otherwise allowing interception of the d2h Service by using any equipment from the Address to any person, cable operator or any other person or entity.

7.5.1.8 VDL finds that Customer is using the d2h Service or any hardware or related facilities for transmitting objectionable content, messages or communications or for anti-national activities.

7.5.1.9 The Customer sells and/or charges (clients, customers, members or any other class or group of persons having access to the Address), for the viewing of the d2h Service.

7.5.1.10 Use in any manner whatsoever any of VDL or affiliate trademarks/ trade names, etc and/or in any manner breach VDL or affiliate intellectual property.

7.5.2 In case VDL cancels the d2h Services, the Customer undertakes to forfeit any available balance in his/her d2h account and further agrees that VDL shall not be under any obligation to refund the same. The Customer further agrees to return the CPE (including the Satellite Card) in accordance with the applicable Schemes. VDL also reserves the right to terminate this CAF in case of such cancellation of d2h Services.

7.5.3 Customer acknowledges and agrees that the d2h Services shall be used by the Customer only at the Address registered in the CAF and not at any other place.

7.5.4 Customer acknowledges and agrees that the d2h Services shall be provided by VDL to the Customer in accordance with applicable law/s, notification/s issued by the regulatory/adjudicatory authorities including but not limited to TRAI, MIB and TDSAT.

7.6 Re-activation

VDL does not charge any reactivation charges.

7.7 Anti Piracy

7.7.1 Customer agrees that VDL shall be entitled to employ all such measures, including but not limited to fingerprinting for the detection of piracy and or any other unlawful activities with respect to the d2h Services as it deems fit and necessary and for which the Customer shall have no objection whatsoever.

7.7.2 Customer acknowledges and agrees that VDL shall be entitled to monitor the usage of the d2h Services by the Customer to ensure that the Customer does not violate or breach any of the terms of this CAF. In the event of any suspicion or detection of misuse of the d2h Services and/or CPE (including the Satellite Card), VDL shall be entitled to take such steps as it deems fit which may include deactivation or cancellation of the d2h Services. VDL shall not be liable to the Customer for any bona fide action (including deactivation/cancellation) taken by VDL to protect the intellectual property rights of any party and/or to check other unlawful activities in relation to the d2h Services even if such action is based on the information (generated by VDL or provided to VDL by any third party) which is later proved to be incorrect. The aforesaid rights available to VDL shall be in addition to other remedies available to VDL under the Law.

7.7.3 VDL reserves the right to inspect the CPE, at Address of the Customer to check from time to time for any violation of the terms and conditions of the CAF or any infringement of intellectual property rights by the Customer, to which Customer provides its consent. VDL representative/s shall have the right to capture/record any such violation by taking photographs/video recordings, seek documents, take back the CPE (including the Satellite Card) or any part thereof, to which Customer shall have no objection whatsoever.

7.7.4 The Customer further agrees that in the event if any breach or violation of any of the terms/s and condition/s of this CAF or intellectual property rights of VDL occurs due to any act/s or omission/s of the Customer, then VDL or its authorized representative shall have right to record such breach and also to exercise the fingerprinting mechanism or any other mechanism and the findings based upon such exercise shall be binding on the Customer and the Customer shall not contest the same.

7.8 Customer undertakes to:-

7.8.1 Deposit payment for d2h Services in such manner as prescribed by VDL from time to time in order to enjoy uninterrupted d2h Services.

7.8.2 Use the CPE (including the Satellite Card) strictly in accordance with the instructions in the User Guide Book, manual of practice and not tamper or manipulate the same in any manner whatsoever. The Customer shall ensure that the seal pertaining to tampering is not broken.

7.8.3 Immediately notify VDL in case of any damage to the CPE (including the Satellite Card) or its loss, theft, etc.

7.8.4 Render all assistance and cooperation for the inspection by the Engineer, in order to check the compliance with the conditions of CAF on the part of the Customer.

7.8.5 Render all assistance and cooperate to the Engineers at the time of any visit to the Address of the Customer where the CPE is located, to take back the CPE (including the Satellite Card) in the event of failure/default on the part of the Customer in payment of Rental / Hire Purchase / Access Service or disconnection of the Customer's d2h Services due to non-recharge and/or events as mentioned in clause 7.8.10 below.

7.8.6 Pay the cost as decided by VDL, for the CPE (including the Satellite Card) in case of any damages to the same arising on account of customer negligence.

7.8.7 Be responsible and liable for payment of all taxes, levies, charges, penalties imposed under any statute for the time being in force related to the d2h Services.

7.8.8 Not to indulge in piracy or any activities which may result in contravention or infringement and violation of any intellectual property rights of VDL, its broadcaster/s or any other person associated with such transmission.

7.8.9 To maintain minimum balance in the account to avoid disconnection of d2h Services.

7.8.10 VDL shall be at liberty, without any prior notice, to disconnect the subscription of d2h Services of Customer if: i) the broadcaster requests VDL to discontinue the d2h Services of Customer or ii) any complaint of piracy is received from broadcaster or its officials) iii) the Customer is indulging in any illegal activity or iv) misusing, tampering with the CPE (including the Satellite Card) or the d2h Services.

7.8.11 The Customer acknowledges that he has been made aware of call center numbers and Nodal Officers contact numbers and other contacts as given in the User Guide / Manual, etc, which are also available on the website of VDL www.videocon2h.com.

7.8.12 In case, the Customer does not continuously remain subscribed to d2h Services of VDL then the Customer shall be liable to pay id/e/static Satellite Card charges which will be recovered from the Customer from his subsequent recharge and the Customer consents having no objection thereto.

7.9 Rights of Customers

7.9.1 The Customer shall have right to schedule the installation of CPE as per his or her convenience.

7.9.2 The Customer shall have right to get the information of latest offers, plans, packages and any modifications thereto

7.9.3 The Customer shall have the right to grievance redressed expeditiously.

7.9.4 The Customer is entitled to call VDL's call centre at any time for any query, issue or grievance.

7.9.5 The Customer has the right to choose any package available under the d2h Service and even make his own Packages from the list of a-la-carte channel/s available on d2h Service.

7.10 Obligations of VDL

7.10.1 VDL shall arrange for timely installation of the CPE at the Address of the Customer on the scheduled date.

7.10.2 VDL shall endeavor to redress Customer grievance or complaint expeditiously.

7.10.3 VDL shall provide the Customer with details of latest offers, plans, packages and any modifications thereto.

7.10.4 VDL shall provide access to the customer to call centre 24x7x365.

7.11 Indemnity by Customer

The Customer indemnifies VDL, its affiliate/s, contractor/s, distributor/s, officer/s, employee/s and agent/s against any claim/s, law suit/s, demand/s, action/s whether civil or criminal or quasi civil or quasi criminal, cost liabilities, loss/s, damage/s and expense/s which may arise out of VDL providing the d2h Services to the Customer and/or relate to any act/s, deed/s, omission/s of the Customer including but not limited to the breach of any of the terms and conditions herein or misuse of the CPE (including the Satellite Card) and d2h Services received by the Customer.

7.12 Limitation of Liability

The Customer acknowledges that VDL shall not be responsible for any defect/s in quality of transmission arising from the broadcaster's end and due to any event which is beyond reasonable control of VDL. The Customer agrees that VDL shall not be liable for any defect/s in the CPE (including the Satellite Card) due to any unauthorized or improper use, removal, misuse, tampering of the same in any manner whatsoever, any delay or failure of performance of this Agreement caused by any reason beyond the reasonable control of VDL. The Customer agrees that VDL shall not be liable for any consequential, incidental, indirect, remote, economic, punitive damages. VDL shall not be liable for any act/s or omission/s on the part of the Customer which results in loss or damage to the CPE (including the Satellite Card). Without reference to the cause the total liability of VDL shall in no event exceed the amount that the Customer has paid for the d2h Services during the period of 2 months immediately prior to the specific event that gave rise to such damage or loss.

7.13 Dispute Resolution and Jurisdiction

7.13.1 All the dispute/s, difference/s or question/s arising in respect of this CAF shall be referred to the sole arbitration of an Officer to be deputed by VDL and such arbitration shall be held in Mumbai. The decision of such Arbitrator shall be final and binding on both parties.

7.13.2 This CAF shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the Courts at Mumbai.

7.14 Miscellaneous

7.14.1 This CAF contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect to the subject matter herein.

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

7.14.3 Any provision of this CAF which is illegal, void or unenforceable will be ineffective to the extent only