

# CUSTOMER APPLICATION FORM

CALL CENTER NO. .

**CAF NO :**



Bhimavaram Community Network D.No. 24-4-11, Kallakurivari Street, Srirampuram,  
BHIMAVARAM - 534 202 .W.G.Dt., A.P, India, Tel : (08816) 223027, 223028, Fax : (08816) 229424.

**OFFICE COPY**

**1. Type of Customer** INDIVIDUAL  CORPORATE  Hotel/Hosp.  Other

Please tick the appropriate box, wherever boxes are provided for your answer

**2. Applicant's Name** MR./MRS./MS. \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ SurName \_\_\_\_\_

**3. Date of Birth**

D	D	M	M	Y	Y	Y	Y
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**4. Installation Address** \_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_ State \_\_\_\_\_

**5. Tel (Home)** \_\_\_\_\_ STD Code \_\_\_\_\_ **6. Tel (Off)** \_\_\_\_\_ STD Code \_\_\_\_\_

**7. Mobile** \_\_\_\_\_ **8. Email** \_\_\_\_\_

**9. Photo ID Proof Given** DRIVER'S LICENCE  PASSPORT  PASSPORT  PAN CARD  AADHAR  OTHER  \_\_\_\_\_

**10. Residential ID Proof** (If address different from above) TELEPHONE BILL  GAS BILL  RATION CARD  AADHAR  OTHER  \_\_\_\_\_

**11. Number of Members in the Family** \_\_\_\_\_ **12. Number of children** \_\_\_\_\_

**13. Languages Spoken at Home** \_\_\_\_\_

**14. Internet Connection at Home** YES  NO  **15. If Yes, Then Name of Service Provider** \_\_\_\_\_

**16. No of Cable Connections Used at Home** \_\_\_\_\_ **USE SEPARATE CAF FOR MORE THAN ONE CONNECTION**

**17. PACKAGE SELECTED \*** (Please See Annexure-1) **18. BCN BY CHOICE (A-La-Carte) (Please See Annexure-2)**


**19. Subscription Charge** \_\_\_\_\_ **20. Payment Terms** MONTHLY  QUARTERLY  HALF-YEARLY  ANNUAL

**21. Preferred Time of Contact** 7-9 am  9-11 am  11-1 pm  1-3 pm  3-5 pm  5-7 pm  7-9 pm

**22. Set Top Box Scheme** RENTED  OWNED  OTHER

**23. Payment Made(in Rs)** ACTIVATION CHARGES \_\_\_\_\_ SECURITY DEPOSIT \_\_\_\_\_ OTHER (PL SPECIFY) \_\_\_\_\_ TOTAL \_\_\_\_\_

\* For the list of channels in a particular package, please check the package leaflet of the company available with your Customer Service Representative / Dealer

I have read understood and accepted the terms and conditions mentioned in the BCN contract booklet and the terms and conditions of the Set Top Box schemes, which are an integral part of this CAF and undertake to comply with them and acknowledge that package selected and applicable rates form a part of the agreement and agree to be bound by the same. I have paid the BCN subscription and installation charges to the Customer Service Representative. The Set top Box is the property of BCN and/or its JVs / Subsidiaries and has been rented to me. In case I default on any charges / payment, I understand that the company reserves the right to claim the box from me and withdraw the services anytime.

Date 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Customer's Signature \_\_\_\_\_

**TO BE FILLED IN BY SERVICE PARTNER / LCO**

LCO ID _____	Customer Service Rep Name _____
LCO Network Name _____	Customer Service Rep ID _____
LCO Stamp & Signature _____	CSR Sign _____

**FOR BCN OFFICE USE ONLY**

Customer ID _____	<b>STB DETAILS</b>
Customer ID (New) (SMS) _____	
STB Type HD <input type="checkbox"/> SD MPEG-4 <input type="checkbox"/> SD MPEG-2 <input type="checkbox"/> MAKE & MODEL _____	
Viewing Card Number (if any) _____	
Authorised Signatory _____	

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Date 

D	D	M	M	Y	Y	Y	Y
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Customer's Signature \_\_\_\_\_

TO BE FILLED IN BY SERVICE PARTNER / LCO

LCO ID _____	Customer Service Rep Name _____
LCO Network Name _____	Customer Service Rep ID _____
LCO Stamp & Signature _____	CSR Sign _____

FOR BCN OFFICE USE ONLY

Customer ID _____	STB DETAILS
Customer ID (New) (SMS) _____	
STB Type HD <input type="checkbox"/> SD MPEG-4 <input type="checkbox"/> SD MPEG-2 <input type="checkbox"/> MAKE & MODEL _____	
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Middle Name

SurName

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STD Code

6. Tel (Off) \_\_\_\_\_

STD Code

7. Mobile \_\_\_\_\_

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9. Photo ID Proof Given

DRIVER'S LICENCE

PASSPORT

PASSPORT

PAN CARD

AADHAR

OTHER  \_\_\_\_\_

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TELEPHONE BILL

GAS BILL

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SECURITY DEPOSIT \_\_\_\_\_

OTHER (PL SPECIFY) \_\_\_\_\_

TOTAL \_\_\_\_\_

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TO BE FILLED IN BY SERVICE PARTNER / LCO

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Customer Service Rep Name \_\_\_\_\_

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FOR BCN OFFICE USE ONLY

Customer ID \_\_\_\_\_

STB DETAILS

Customer ID (New) (SMS) \_\_\_\_\_

STB Type HD  SD   
MPEG-4  SD  MPEG-2  MAKE & MODEL \_\_\_\_\_

Viewing Card Number (if any) \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

## 1.Definitions

- 1.1 "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 form, which can be decoded by the devices at the premises of the subscriber within 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.
- 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 any person including an individual, group of persons, public or body corporate, firm or any organization or body who or which is providing programming services and includes his or her authorized distribution agencies.
- 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 "LOC" 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.
- 1.6 "Cable Service" means the transmission by cables of programme including retransmission by cables of any broadcast television signals
- 1.7 "Cable Television Network" means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
- 1.8 "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.
- 1.9 "Multi System Operator(MSO)" or "The Bhimavaram Community Network" means a cable operator who receives a programming service from a broadcaster or his authorized agencies and retransmits 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.
- 1.10 "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,
- 1.11 "Programme" means any television broadcast and includes
  - (i) Exhibition of films, features, dramas, advertisements and serials
  - (ii) Any audio or visual or audio-visual live programme or presentation and the expression

"Programme Service" shall be construed accordingly.

1.12 "Set Top Box" or STB means a device, which is connected to or part of a Television and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay and FTA channels through an addressable system,

1.13 "Subscriber" means a person who receives the signal of a service provider at a place indicated by him to the service provider without further transmitting it to any other person,

## 2.SERVICES

- 2.1 This Agreement specifies the terms and conditions on which The Bhimavaram Community Network (hereinafter referred as "BCN") 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"))
- 2.2 The Subscriber shall fill the CAF duplicate and submit the CAF to the LCO. The subscriber shall ensure that the information stated in CAF is and shall continue to be complete and accurate in all respects and the subscriber hereby undertake to immediately notify BCN or its LCO of any change thereto. Photo identification and Address Proof has also to be submitted alongwith 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.
- 2.3 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.
- 2.4 In case of technical or operational non-availability at the location requested by the subscriber, BCN or its LCO will inform the subscriber the reasons for the same within 2 working days from the date of receipt of the CAF by BCN and BCN/LCO shall refund any amounts paid by the subscriber.
- 2.5 The Subscriber shall select a subscription package and inform BCN of the subscription packages or channels on an A-la-Carte basis by ticking the same on the Tariff Enrolment Form(TEF) alongwith the applicable fees while submitting the CAF. Upon the receipt of the above TEF and fees(including applicable security deposit and/or installation/activation charges), BCN provide the Subscriber the Set Top Box(STB) and such other accessories as may be necessary. The subscriber shall select the payment methodology and the payment term on the same alongwith 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 48 hours of its receipt.
- 2.6 Composition of channels in any package that the subscriber 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 our 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.

2.7 The Subscriber is entitled to alter, add to or substitute the subscription package by informing BCN and paying the additional fees, if any for such new selection.

## 3.SET TOP BOX (STB)

- 3.1 Upon BCN accepting the CAF and receiving fees, Security Deposit and installation/activation charges as specified by BCN, BCN may install the STB and all requisite accessories at the location specified by the subscriber. The subscriber understands and agrees that BCN did not collect the charges of STB from the subscriber and the STB is provided on a Free to Use basis to the subscriber. The STB shall remain at all times the property of BCN.
- 3.2 Should a subscriber seek termination of BCN's services, BCN or its LCO will arrange for a refund of the amount paid a Security Deposit after deducting applicable charges at the discretion of BCN provided the STB has been returned to BCN office in a working condition along with all accessories like remote control, AC Adaptor(if any) and connecting cables and has not been tampered with.
- 3.3 If the STB are damaged or cannot be used due to any acts of the Subscriber, BCN shall replace the same at the cost of the subscriber. However if the STB is lost due to negligence of the Subscriber, the Subscriber shall be liable to pay the Cost of the STB to BCN.
- 3.4 Each STB comes with an one year warranty. During the warranty period no repair and maintenance charges are payable, provided the STB has been used in normal working conditions and is not tampered with. There is no warranty applicable on the remote control.
- 3.5 During the warranty period, the STB will be repaired or replaced within 24 hours of receipt of complaint. 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, available, at the cost of subscriber. Such replaced STB shall remain the property of BCN.
- 3.6 Changes in the rate of taxes & Government duties will be informed to subscribers and shall be borne by the subscriber.
- 3.7 In case of STB malfunction, the LCO will replace or repair the STB within 72 hours of receipt of complaint. Repair charge will be payable if the STB is out of warranty period.
- 3.8 Refund of Security Deposit will be made available to the subscriber within seven days upon receipt of STB provided the same has not been tampered with and in good working condition.
- 3.9 The Subscriber hereby agrees to allow the authorized representatives of the LCO/BCN to enter upon the installation Address for inspection, installation, removal, replacement and repossession of the Hardware under the Terms hereof. This clause survives the termination until all the dues are paid and the Viewing Card(VC) along with the STB owned by BCN is returned to BCN in satisfactory working condition.
- 3.10 The Service and the license to use the VC and STB shall be for personal viewing of the Subscriber's and for his family members only. No assignment of VC shall be valid unless the same is approved in writing by BCN. Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breach of the clause will result in termination of Service and the subscriber shall also be liable to pay damages.
- 3.11 The Subscriber acknowledges that the VC and STB has been merely licensed to the Subscriber by BCN to avail the Channels for the TV set only and shall at all times be the exclusive property of BCN and that he/she has been fully explained and accepts that any unauthorized relay or retransmission of the signal 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.
- 3.12 The Subscriber undertakes 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..
- 3.13 The Subscriber undertakes that he shall neither 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/functional/identity of the Hardware remove or replace any part thereof, nor shall BCN use before or after the STB any decoding, receiving, recording device other than one television set.
- 3.14 The Subscriber undertakes not to do or allow any act or thing to be done as a result of which the light of the LCO/BCN in relation to the Service and/or Hardware or of the Channel Provider/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 bound.
- 3.15 The Subscriber undertakes not to hypothecate, transfer or create or suffer any lease, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber.
- 3.16 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.
- 3.17 Commercial Establishments will be governed by Tariffs as laid down by the Authority from time to time.
- 3.18 All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, refund 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.SUBSCRIBER'S OBLIGATIONS

- 4.1 The Subscriber will be responsible for the safe custody and maintenance of the STB and the accessories provided to the Subscriber by BCN.
- 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 BCN.
- 4.3 The Subscriber shall not tamper with, reverse engineer, disassemble or copy or distribute or misuse in any manner the software embedded in the 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 BCN 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 any way upon 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 offence, give rise to civil liability, or otherwise violates 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 BCN, will result in immediate termination of Services and possible criminal prosecution.

## 5.FEES AND CHARGES:

- 5.1 The Subscriber shall pay the service, to which he/she/it has subscribed herein, including applicable security deposit and charges for installation and activation in advance.
- 5.2 In addition to the amounts specified in the CAF, the Subscriber shall be liable to pay service tax or such other similar taxes, duties and levies applicable on the amounts payable by the Subscriber to BCN or its LCO as per this agreement.
- 5.3 As per the monthly tariff plan opted by the Subscriber, the subscriber shall pay the monthly subscription charges to BCN directly or its LCO on or before 15<sup>th</sup> of every calendar month and in case of quarterly, half yearly or annual plan, then the 15<sup>th</sup> of respective English Calendar month. All payments shall be made in full by the due date as mentioned above alongwith the applicable taxes as the case may be. Any delay in payment by the due date will attract an interest of 2% per month. In case of dishonour of 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 BCN or its LCO as the case may be.
- 5.4 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 BCN shall not be liable to subscriber on disconnection of services, no-payment of subscription charges as the subscription charges are collected by LCO directly from the subscriber and BCN is depending on the report/information submitted by LCO in the payment of subscription charges by the subscribers in LCO's network.
- 5.5 If the Services provided to 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.
- 5.6 The Subscriber shall make payment for at least one month charge/bill and installation/activation charges for the Services. The Subscriber shall not be entitled to refund/readjustment if he terminates this agreement within one billing cycle as opted by him in the CAF.
- 5.7 If the agreement is terminated by either party and the Subscriber has paid amounts in advance to BCN 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 BCN activating the STB and shall remainning force, till terminated as per the terms of this agreement.
- 6.2 The subscriber may terminate this agreement by giving a notice of 21 days to BCN, no charge will be payable by the subscriber even if BCN or its LCO fails to disconnect the service within due date.
- 6.3 BCN shall be entitled to terminate this agreement and deactivate the services to subscriber for any reasons by providing 21 day notice, however this will not apply if the subscriber is found to be the cause of piracy.
- 6.4 Upon the termination of this agreement, the subscriber shall return the STB to BCN in the same condition as it was when provided to the subscriber, if the BCN is not in the conditions as specified above, then the subscriber shall be liable to pay BCN the cost of STB.
- 6.5 SUSPENSIONS/ TERMINATION OF SERVICE/ CHANNEL
- 6.6 21 days notice period will be given by BCN chooses to discontinue providing a channel. The notice disconnection shall be published in the local news paper circulating the subscriber locality and shall also be displayed on the TV screen as a scroll on the local cable channel.
- 6.7 If the subscriber chooses to relocate, the subscriber shall submit its application in advance. Either to BCN or its LCO. After verification of the outstanding, BCN shall provide the services at new location, provided it is technically and operationally feasible. If not, BCN or the LCO will inform subscriber likewise and the subscriber can opt to surrender the STB and proceed to claim and refund as per the terms of the scheme.
- 6.8 If the services have been temporarily discontinue on the subscriber request, no charges other than BCN rentals will be payable if the subscriber if any. No suspension of services if possible if the period of suspension comprises part of calendar month. Suspension of services is possible for one calendar month or a multiple of a calendar month, but the period cannot exceed three calendar months. No reactivation charges are payable by the subscriber. If the period of suspension is under three calendar months. Thereafter a reconnection charge of Rs.50/- plus service charges will be levied.
- 6.9 Any request for addition of channel or package will be denied from the next billing cycle, unless demanded as an immediate request. Disconnection of a channel or packages possibly only on a calendar month basis or on expiry of the term of the contracted package, charges for change of package shall be as prescribed by BCN from time to time.
- 6.10 Notwithstanding the aforesaid, the subscriber shall be liable to terminated or suspended at the sole option of LCO or BCN 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 discharge by the subscriber, c) if the subscriber is declared bankrupt, or insolvent proceedings have been initiated against the subscriber d) in order to comply with the cable television network (regulation) act, 1995 and the rules made thereunder and all and any other applicable laws, notifications, directions and bank regulation of any statutory or regulatory bodies. e) if the broadcaster or channel providers suspend or discontinue to transmit to any channel for any reason
- 6.11 In the event of suspension, the subscriber will be liable to pay forth with upto the last day of the month of suspension and to return forth with the equipment including STB, VC, Remote control and etc., in working condition (reasonable wear and tear excepted)
- 6.12 In the event of termination, the subscriber will be liable to pay forth with upto the last day of the month of suspension and to return forth with the equipment including STB, VC, Remote control and etc., in working condition (reasonable wear and tear excepted)
- 6.13 The service may restored upon receipt of the all dues, advance subscription or deposited, reconnection charges, and another amount payable under the terms and on such other terms and condition as may be force, if the service was suspended due to the subscribers default the subscriber shall also pay the amount for the disconnected period as if the service had continued

## 7.DISCLAIMER OF WARRANTY

- 7.1 The LCO, BCN 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 here by expressly disclaim all other warranties express or implied,including but not limited to any implied warranty or merchantability or fitness for particular purpose.
- 7.2 The subscriber expressly agrees that use of this service is at the subscriber's sole risk, neither BCN nor their affiliates nor any of their respective employees,agents,third party content or information service 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 minors and the subscriber is responsible for and must exercise his own discretion when allowing minors to use the service.
- 7.3 The Service, the equipment 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.

## 8.REMEDIAL COMPLAINTS:

- 8.1 Subscriber can log in their complaint on the customer care number or helpline number of BCN or directly with LCO. The customer care number is available from 8.00 hours to 0.00 hours all day of the week.
- 8.2 For each complaint received by us the subscriber will be assigned a docket number.
- 8.3 Each complaint will be attended within 8 hours. However complaints received during night will be attended on the next day. Ninety percent of number signal complaints will be attended within 24 hours of receipt of such complaint.
- 8.4 If the service is provided through a LCO, it will be the responsibility of the LCO to maintain the quality of services standards as laid down by the authority wherever it pertains to distribution of signals from the node/amplifier of BCN. If services is provided directly by BCN, it will be responsibility of the BCN to maintain the quality of services standards as laid down by the authority.
- 8.5 For more details relating to the redressal of your complaints please see BCN's consumer charter which has been provided along with this CAF.

## 9.AMENDMENTS AND VARIATIONS:

- 9.1 BCN is entitled to change, vary, add, withdraw, the services or the subscription or the subscription package or a part thereof and/or vary the charges and fees related thereto any time, upon making such changes, variations, additions or withdrawals, BCN shall inform the subscriber of the same.
- 9.2 If the Subscriber continues to use the services after the notice informing the Subscriber of the said changes, variations, additions or withdrawals, the Subscriber shall be deemed to have agreed to such changes, variations, additions or withdrawals.

## 10.USE OF INFORMATION

- BCN shall be entitled to use, distribute, sell, transfer, or otherwise share with other persons or entities usells, the information provided by the subscriber to BCN in the CAF without disclosing the identity of the particular subscriber and information about the no of visits, average time spent on the site, pages viewed, etc to measure the use of our site end to improve its content.

## 11.MONITORING

- BCN shall have the right, but not the obligation, to monitor the content of the services, including CHART ROOMS, BULLETIN BOARDS AND FORMS, IN ORDER TO DETERMINE COMPLIANCE WITH THIS AGREEMENT.

## 12. INDEMNITY

- The subscriber hereby indemnifies and holds harmless the LCO and BCN from all the loss, claims, demand, shoots, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) that may arises due to 1.any misrepresentation made by the subscriber or breach of any obligation of the subscriber 2. Loss, theft and damage to the equipment, installed (including STB) in his premises and 3. Cause of per use and misuse of the services or for non observance of the terms by the subscriber.

## 13.FORCE MAJEURE:

- If at any time, during the continuance of Services, 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, cable cut compliance with any acts or directions of any judicial, statutory or regulatory or any other Acts of God, or of 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 BCN, the Subscriber will not have any claim for any loss or damages against the LCO or BCN.

## 14. LIMITATION OF LIABILITY

- LCO and BCN and the employees thereof shall not be 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 services or inability to provide the same. Weather or not due to suspension, interruption or termination of the services or for any inconvenience, disappointment due to deprival of any programme or information weather attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or BCN for any actual or alleged breach shall not exceed to months subscription charge for such services.

## 15.NOTE

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

## 16.JURISDICTION

- All disputes and differences with respect to these terms between the subscriber and BCN or the LCO or in connection with this agreement, parties hereto irrevocably submit to the exclusive jurisdiction of the competent courts of Bhimavaram, India.

## 17. MISCELLANEOUS

- If any of the provisions of these terms becomes illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay in any 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.

- BCN reserves its right to revise, add, amend, alter, and delete the terms and conditions herein above from time to time and the same shall be binding on the subscriber. The subscriber may refer such modified in terms and conditions in our web site at [www.bndigital.com](http://www.bndigital.com)

- The terms and conditions under prescribed under the regulation issued by authority on 14th may 2012 are applicable herewith. Detailed information is available on the website of telecom regulatory authority of India viz. [www.trai.gov.in](http://www.trai.gov.in)