



Powered By UPASS

LCO - 1013476675

No. C0000000000000461

LCO Name : HATHWAY DASI STOCK PTS HCDP CIN No. : L64204MH1959PLC011421
LCO Address : hathway Reg. No. :
Date Of Issue : Date Of Expiry : Service Tax Reg. No. :
E Tax No. : PAN No. : AAACC6814B TIN No. :
Trans. Date : 22/11/2018 IP Address : 125.99.55.150

1. New Subscriber Information (Please fill in capital letters)

[Please tick within box as applicable]

Title : Mr. ☐ Mrs. ☐ Ms. ☐ others ☐

Applicant's Name : Tanaji Renose

Contact Person's Name (for company subscription only):

Installation Address: Flat No./Bldg No. 10101231 Floor :

Society Name : D Road Area/Locality : D Road

Street Name : D Road City : MUMBAI

State : MAHARASHTRA Pincode : 400020 Tel No.(with STD code) : 9821938285

RMN : Email Id : test@gmail.com Do you own Personal Computer : Yes ☐ No ☐

Main Set Top Box No.

SD/HD/HD-PVR N72200007507

Main Smart Card No.

SD/HD/HD-PVR N72200007507

1st Additional Set Top Box

No. SD/HD/HD-PVR N72200011269

1st Additional Smart Card

No.SD/HD/HD-PVR N72200011269

2. Set Top Box Hardware Schemes(some options has to be used for all stb's at given address)

[Please tick selected option]

SD Hardware	Upfront Amount	Security Deposite	Rental PM	Refund on termination
Rental (3 years)	0	Rs. 400/-	Rs. 55.60/-	Security deposite will be refunded after 3 years or on surrender of STB within 3 year
	0	Rs. 800/-	Rs. 55.60/-	
Hire Purchase (3 years)	0	Rs. 400/-	Rs. 48.80/-	The Security deposit gets adjusted over 3 years. If the STB is surrendered within 3 years, the unadjusted portion of security deposit will get refunded.
	0	Rs. 800/-	Rs. 32.93/-	
Outright Sale	Rs. 1,999/-	0	0	No Refund
One Time Activation (SD)	Rs. 1,250/-	0	0	No Refund
One Time Activation (HD)	Rs. 2,000/-	0	0	No Refund
One Time Activation(HD-PVR)	Rs. 7,999/-	0	0	No Refund

#All the above mentioned set box hardware schemes are inclusive of all

3.Subscriber Declaration

I have read and understood the terms and conditions provided herewith & acknowledge that the tariff plan selected by me and the applicable rates together constitute the entire terms & conditions and i shall be bound by the same. I hereby declare and confirm that I have received the above hardware and the information contained herein is true and accurate in every respect. I also acknowledge the channel package subscription plan selected by me and rate applicable for the same. I agree to make payment to cable network for my channel package subscription within 15 days of each bill date, failing which i will pay interest @15% per annum as per tariff orders of TRAI

Date : _____

Signature of Cable Network

OTP Verified

Signature of Subscriber

4. Payment Details

Cash	Cheque* / DD No.	Bank & Branch	Amount (Rs.)

5. Instruction

1. The applicant's name & address must be given in full. 2. In case of non-individual applicants, i.e. Companies, Pvt. Firms, Institutes etc. please also provide the name of the contact person 3. Cheques should be payable locally and crossed Account Payee only. 4. Please draw the cheque for the software package in favour of "HATHWAY CABLE AND DATACOM LIMITED". 5. Submission of this form indicates that this choice selection supercedes all previous choices made. Incomplete forms will be returned and not acted upon. 6. Additional TV packages will be provided only if the same package has been selected on the Main TV. 7. If Main TV is disconnected/suspended, services to additional TVs will also be disconnected/suspended. 8. For Residential subscriber, maximum 2 additional TVs can avail of discounted rates for Additional TV. Discounted pricing not mentioned in the form 9. The CAF No. is a system generated number. 10. This is not an invoice. The invoice will be sent to you later 11. Billing would start from the date of activation.

6. For Office Use Only

Type of subscriber : Residential ☐ commercial ☐ Hotel / Public Viewing ☐ Account No. : _____

User Id : _____ Date Of Receipt : _____ Telephone Verification : ☐

Telephone No. : _____

Accounts : User Id _____ Lot No. : _____ Batch No. : _____ Bank A/c: _____

LCO Code : _____ Verification Details Provided : _____

Remark : _____ Verified By : _____

Customer Care no.: 01-61656655 / Toll Free: 1800 22 1119 / Email id : catvdelhi@hathway.net.

You can also SMS us at 575759 by typing: STB <type in your VC No: / A/c No:/your name, address & complaint upto 160 characters>

For Proof of identity (All identity proof to have photo):

Passport, Arms License, Driving License, Election on Commission ID card, Ration Card with Photo, for the person whose photo is a affixed CGHS/ECHS card Certificate of address having photo issued by MP/MLA/Group-A Gazetted officer in letter head Certificate of address with photo from Govt. recognized educational institutons (for students only) Certificate of photo identity, issued by Village Panchayat head or its equivalent authority (for rural areas) Income Tax PAN card Address card with Photo issued by Dept. of Posts, Govt. of India Smart card issued by CSD,Defence /Paramilitary Current Passbook of Post Office / any scheduled bank having Photo Photo Identity card (of Central Govt./PSU or State Govt./PSU only Caste and Domicile Certificate with photo issued by State Govt. like Assam and other states Pensioner card having photo Freedom Fighter Card having photo and address Kissan Passbook having Photo

For Proof of Address :

Passport, Arms License, Driving License, Election Commission ID card, Ration Card with address CGHS/ECHS card Certificate of address having photo issued by MP/MLA/Group-A Gaze ed o cer in le er head Certificate of address with photo from Govt. recognized educational institutions (for students only) Certificate of photo identity, issued by Village Panchayat head or its equivalent authority (for rural areas) Water Bill (not older than last three months) Telephone Bill of Fixed line (not older than last 3 months) Electricity Bill (not older than last 3 months) Income Tax assessment Order Vehicle Registration Certificate Registered Sale/lease Agreement Address card with Photo issued by Dep . of Posts, Govt. of India Current Passbook of Post Office/any scheduled bank Photo identity card having address (of Central Govt./PSU or State Govt./PSU only Pensioner card with address Freedom Fighter Card with address Kissan Passbook with address Cast and Domicile Certificate with Address and photo issued by State Govt. like Assam and other states 'Aadhaar' the Unique Identification on Number issued by Unique Identity Authority of India.

1. Definitions:

- (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 form, which can be decoded by the device or 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.
- (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 box to the subscriber for receiving programmes;
- (c) "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);
- (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 or 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 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;
- (g) "DAS Area" means the area notified under sub-section (1) of the 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 closed transmission paths and associated signal generation, control and distribution equipment, designed to
- (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;
- (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 authorized distribution agencies by whatever name called;
- (m) "hathway" means MSO
- (n) "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;
- (o) "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 "programming service" shall be construed accordingly;
- (p) "service provider" means the Government as service provider and includes a licensee as well as any broadcaster, multi system operator (MSO), cable operator or distributor of TV channels;
- (q) "set top box" or "STB" means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay and FTA channels through an addressable system;
- (r) "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 programme;
- (s) "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;
- (t) "You" means the subscriber.

2. Provision of Service:

- 2.1 Cable service shall be made available to the subscriber with effect from the date of activation of the STB and on terms and conditions contained herein and also contained in the consumer charter which is available on the website www.hathway.com
- 2.2 The subscriber shall fill in the Customer Application Form (CAF) in duplicate and submit the CAF to the LCO. The subscriber shall ensure that the information stated in the Customer Application Form (CAF) is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify its LCO of any change thereto. Photo identification and Address proof has also to be submitted along with the CAF, else the same will be treated as an incomplete CAF. The LCO shall return the duplicate copy of the 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.
- 2.4 The LCO will respond within 2 working days of receipt of application
- 2.6 In case of technical or operational non feasibility at the location requested by the subscriber, LCO will inform the subscriber the reasons for the same within 2 working days from the date of receipt of the CAF by LCO. In the event, the STB is not installed within two working days, a rebate of Rs.15/- per day for the first five days and Rs.10/- per day thereafter will be offered to the subscriber.
- 2.7 Under the Hire Purchase scheme, the ownership of the STB will be transferred upon payment of the last monthly installment as stated overleaf. However, till such time that all the installments are fully paid the MSO ("Hathway Cable & Datacom Limited") shall remain and continue to remain the sole and absolute owner of the STB.
- 2.8 Under One activation scheme the MSO ("Hathway Cable & Datacom Limited") shall remain the sole and absolute owner of the STB.
- 2.9 Under the 3 year rental scheme, the ownership of the STB will be transferred upon payment of the last monthly rental payment.
- 2.10 Under the outright sale, the STB ownership will be transferred to the subscriber
- 2.11 Under Hire Purchase / Rental STB plans, should a subscriber seek termination of cable services, LCO will arrange for a refund of the amount paid as Security Deposit after deducting a fifteen per cent depreciation for each year of usage, provided the STB has been returned in a working condition along with all accessories like remote control, AC adapter (if any) and connecting cables and has not been tampered with.
- 2.12 Monthly rentals for the STB will be payable to LCO and will be a part of the regular invoice raised to the subscriber for the cable services rendered by Hathway.
- 2.13 Each STB comes with a 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.
- 2.14 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, if available. Alternatively if the subscriber opts for the optional Annual Maintenance Contract (AMC) of Rs.200/- per annum, they will definitely be provided a standby STB and no repair charges would have to be paid for the STB only (remote excluded) provided the STB has been used under normal working conditions and is not tampered with.
- 2.15 Changes in the rates of taxes & Government dues will be informed to subscribers and passed on.
- 2.16 In case of STB malfunction, the LCO will replace or repair the STB within 24 hours of receipt of complaint. Repair charges will be payable if the STB is out of warranty period.
- 2.17 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.
- 2.18 STB will not be made available to a subscriber on rental scheme again if he/she has already availed of this at the same location in the past.
- 2.19 The subscriber shall have the option to select packages or channels on an a la carte basis by clicking the same on the CRF. The subscriber shall select the payment methodology and the payment term on the same along with the STB details where the subscriber wants these channels to be activated. Upon receipt of the fully filled CRF and complete and correct in all respects, the channels selected by the subscriber shall be activated within 48 hours of its receipt.
- 2.20 You may opt for pre-paid or post-paid billing. If you opt for post-paid billing, your bill will be provided to you on a monthly basis. You have to ensure that bills are paid in full within 15 days of the bill date. Failure to do so will attract a penalty of 15% simple interest and cable TV services shall be discontinued. You will be issued a receipt for the payment made by you towards your bill.

- 2.21 If you are a pre-paid subscriber then we shall, only upon your request, supply to you information relating to your itemized billing charges which shall show your actual usage of our services. However, we shall not provide to you information relating to your itemized billing charges for any period beyond six months preceding the month in which the request for itemized billing is made by you
 - 2.22 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.
 - 2.23 LCO shall not disconnect a subscriber without giving 15 days written notice for postpaid. However this will not apply if the subscriber is found to be the cause of piracy. For prepaid subscribers Customer would be notified regarding the renewal of services through B-Mail or SMS prior to the expiry date
 - 2.24 The Subscriber hereby agrees to allow the authorized representatives of the LCO 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 all the dues are paid and the Viewing Card ("VC") along with the STB is returned in same factory working condition.
 - 2.25 The Cable Service and the license to use the VC 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 LCO. 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.
 - 2.26 The Subscriber acknowledges that the VC has been merely licensed to the Subscriber to avail the Channels for one TV set only and shall at all times be the exclusive property of Hathway 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.
 - 2.27 The subscriber shall protect and guard the property of the cable operator placed at the premises of the subscriber where programming services have been requested for
 - 2.28 The Subscriber undertakes not to use or cause to be used the VC with any other set top box or device and /or STB with any other VC or device and shall ensure the safety and security of the Hardware from unauthorized use, the, misuse, damages, loss etc.
 - 2.29 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;
 - 2.30 The subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO/ MSO/Distributor/Hathway in relation to the Service and/or Hardware or of the channel providers/distributors/ in relation to any Channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.
 - 2.31 The subscriber undertakes not to hypothecate, transfer or create or use any charge, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber.
 - 2.32 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.
 - 2.33 Commercial establishments will be governed by tariff s as laid down by the Authority from _time to _time.
 - 2.34 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 _me to _me.
- 3. Payment Obligation:**
- 3.1 The subscriber shall ensure prompt payment of all the bills within 15 days of the bill date. All payments shall be made either to Hathway or its LCO.
 - 3.2 Any payment made after 15 days will attract simple interest @15% per annum on pro rata basis for the number of days delayed.
 - 3.3 Billing will be on a monthly basis.
 - 3.4 Billing dispute if any will be resolved within 7 days.
 - 3.5 Refund, if any will be issued within 30 days of receipt of complaint.
 - 3.6 Customer under prepaid module need to renew their plan on or before the expiry date. Customer would be notified regarding the renewal of
- 4. Obligations of Multiple System Operator ("MSO")**
- 4.1 To have common format of application as specified in Schedule I of the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012, for seeking connection, disconnection, and reconnection and for obtaining and returning of the Set top box, by MSO and Local Cable Operator ("LCO").
 - 4.2 To allot a Unique Identification number to the applicant who applies for connection, disconnection, and reconnection and for obtaining and returning of the Set top box connection, disconnection, and reconnection and for obtaining and returning of the Set top box.
 - 4.3 To in_mate the subscriber about the technical or operational non-feasibility within 2 days from the date of receipt of the application, to provide connection, disconnection, reconnection, transfer and shipping of services or supply of Set Top box at the location where the services were requested by the applicant.
 - 4.4 To in_mate the subscriber by giving prior notice of at least 15 days about the discontinuing or disconnection of the Cable service and reasons for disconnection.
 - 4.5 To give prior notice of at least 3 days to subscribers if the disruption of the signals for preventive maintenance is not likely to exceed 24 hours and in case if the disruption is likely to exceed 24 hours then the prior no_ce of atleast 15 days shall be given to the subscriber.
 - 4.6 To publish Manual of Practice ("MOP") and the same shall be prepared in English Language and Hindi Language and in the language of the state in which service is provided to the subscriber.
 - 4.7 To make MOP available at every office, customer care center, at the sales outlets ad also at any other place which MSO may consider appropriate.
 - 4.8 To provide Cable TV services on both prepaid and postpaid payment options .
 - 4.9 To provide Set top box conforming to the Indian Standard .
 - 4.10 To provide Set top Box with the Minimum warranty of One year .
 - 4.11 To ensure compliance with Bureau of Indian Standards .
 - 4.12 To set up website before providing cable services through Digital Addressable System .
 - 4.13 To establish, setup and operate its subscriber management system.
 - 4.14 To establish a Complaint center.
 - 4.15 To ensure that the Complaint center is accessible to the Consumers through a "Consumer Care Number".
 - 4.16 To establish a "Web based Complaint Monitoring System".
 - 4.18 To maintain records of all complaints filed by the consumer and such records shall be kept _ll the expiry of 3 months from the date of resolution of a Complaint.
 - 4.19 To publish a "Consumers Charter for addressable Cable TV systems".
 - 4.20 To prepare the "Consumers Charter for addressable Cable TV systems" in Hindi, English and the local language of each service area.
 - 4.21 To file with the Authority by 15th January of every year a fresh copy of "Consumers Charter for addressable Cable TV systems" incorporating all the changes effected
 - 4.22 To maintain complete and accurate records of Redressal of Complaints by the Compliant Centre and Nodal officer

5. Suspensions/Termination of Service:

- 5.1 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 .
- 5.2 A 15 day notice period will be given if the LCO chooses to discontinue providing a channel. the notice disconnection_on shall be published in the local newspaper circulating in the subscribers locality and shall also be displayed on the TV screen as a scroll on the local cable channel .
- 5.3 If the subscriber chooses to relocate, the subscriber shall submit its application in advance to its LCO. After verification of the outstandings, the LCO shall provide the services at the new location, provided it is technically and operationally feasible. If not, the LCO will inform the subscriber likewise and the subscriber can opt to surrender the STB and proceed to claim a refund as per the terms of the scheme under which the subscriber has availed of the STB.
- 5.4 If the services have been temporarily discontinued on the subscribers request, no charges other than STB rentals will be payable by the subscriber.
- 5.5 No suspension of services is possible if the period of suspension comprises part of a calendar month.
- 5.6 Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months.
- 5.7 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 tax will be levied.
- 5.8 If the subscriber submits its disconnection notice 15 days in advance, no charges will be payable by the subscriber even LCO fails to disconnect the service.
- 5.9 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.
- 5.10 Notwithstanding the aforesaid, the cable service shall be liable to be terminated or suspended at the op_on of LCO either wholly or partly, upon occurrence of any of the following events i.e. (a) if the subscriber commits a payment default; (b) in case of breach by the subscriber; (c) if the Rental Agreement is terminated; (d) if the subscriber is declared bankrupt, or insolvency proceedings have been imitated against the subscriber; (e) in order to comply with the Cable television Networks (Regulation) Act, 1995 and/or the Rules made there under and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies; (f) if the Broadcaster/Channel Providers suspend or discontinue to transmit any Channel/s for any reason not attributable to the LCO.
- 5.11 In the event of suspension, the Subscriber will be liable to pay forthwith up to the last day of the month of suspension /termination and to return forthwith the VC, in working condition (reasonable wear and tear excepted).
- 5.12 In the event of termination, the Subscriber will be liable to pay forthwith up to the last day of the month of termination and to return forthwith the STB and the VC, in working condition (reasonable wear and tear excepted).
- 5.13 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 Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.

6. Redressal of Complaints:

- 6.1 You can log in your complaint directly with LCO.
- 6.2 It will be the responsibility of the LCO to maintain the Quality Of Services standards as laid down by the Regulator wherever it pertains to distribution of signals from the node/amplifier of Hathway.

7. Force Majeure:

If at any _me, during the con}nuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike situation , civil commune, the, 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 or Hathway , the Subscriber will not have any claim for any loss or damages against the LCO.

8. Disclaimer:

The LCO will make reasonable e orts 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.

9. Limitation of Liability:

LCO, Distributors and Hathway 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 nay inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO 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.

10. Indemnity:

The Subscriber hereby indemnifies and hold harmless the LCO and Hathway 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.

11. Notice:

Notice at the Installation Address shall be deemed to be sufficient and binding on the Subscriber .

12. Jurisdiction:

All disputes and differences with respect to these Terms between the Subscriber and LCO shall be shall be subject only to the jurisdiction of the courts at Mumbai.

13. Miscellaneous:

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

14. The terms and condition prescribed under the regulation issued by Authority on 14th May 2012 are applicable herewith. Detailed information is available on the authorized site of Telecom Regulatory Authority of India viz : www.trai.gov.in <<http://www.trai.gov.in>>

15. Quality of Signal at your Location:

We endeavor to deliver the signals to your location keeping the following technical parameters in mind .