

1. Terms and Conditions: - The terms and conditions herein contained shall constitute legally valid and subsisting Agreement between Sun Direct TV Private Limited, hereinafter called Sun Direct and the Subscriber (named in the application form) and their respective successors / assigns / heirs /executors /administrators, as the case may be and Sun Direct agrees to provide Subscriber with the Service and install the CPE for effective receipt and enjoyment of DTH services.

Definitions: - Account Balance: the current amount available in the credit of the Subscriber Account.

Account Statement: a statement of service activities completed within a given time period which is made available to the Subscriber on a periodic basis, by a method determined by Sun Direct.

Activation Fee: Onetime payment made for activation of Sun Direct DTH Services. Address: the Subscriber's residential address set forth within the territorial boundaries of India in the Subscription Agreement Form or any new residential address based within the territorial boundaries of India to which the Subscriber transfer's the Service post the prior written approval of Sun Direct, and I accordance with the Subscription Agreement.

Authorized Person: a person who is aged 18 years or above authorized by Subscriber to take actions under the Subscription Agreement.

Basic Package: the entry level Package the Subscriber subscribes to, which Sun Direct makes available from time to time when the Subscriber wishes to access the DTH Service.

Broadcaster: means a company from which Sun Direct sources its television/radio signals.

Channels: means such satellite based television/audio channels and other value-added services as may be authorized which shall be provided as part of the Sun Direct service.

Pay channels: Customers will be charged an extra amount for providing Sun Direct DTH Services in respect of those channels.

Complimentary channels: Complimentary channels which are given free for consumers in basic pack. Sun Direct has the right to remove the services in respect of this channel from the bundle on expiry of the complimentary period without giving any notice or replace the same with any other channel.

DD Feed: Channels fed through DD feed. Since Sun Direct satellite is co-located with DD, all the DD channels can be viewed. If any of these channels are removed from DD satellite the same will not be viewable on the platform for which Sun Direct cannot be held responsible.

Free to Air channels: Free channels which are available on Sun Direct Platform. Sun Direct has the right for modification and can remove these channels if they turn pay or charge separately for the same. Channels and Packages are subject to change.

Commercial Establishments: any establishment used for the purposes of trade and commerce.

Content: any scheduled programming channel, platform service and any other programming service that Sun Direct may offer to Subscriber as part of any Package.

Correspondence Address: the address mentioned in the Subscription Agreement Form or any change in address intimated and accepted by Sun Direct, where Account Statements and other Correspondence will be sent by Sun Direct. Customer Premises Equipment or CPE means STB, ODU, Viewing Card and other tools and Equipment's/devices which are owned by Sun Direct and installed /to be installed at the Subscriber Premises to enable Sun Direct to provide its .

DTH Services. Day: the 24 hour period from 12 midnight to 11.59 p.m. DTH: means direct-to-home. Engineer: the person authorized by Sun Direct to perform installation.

Grace period: is the period given by Sun Direct at its own discretion to the Subscriber to make payments towards the Subscription Fee, which starts as soon as the notified due date for payment expires.

Helpdesk: Sun Direct's On-Air information service. Helpline: Sun Direct's Call Centre.

Law: All applicable Statutes, Enactments, Acts of Legislature or Parliament, Laws, Ordinances, Rules, by-laws, Regulations, Notifications, Guidelines, Policies, Directions, Directives and Orders issued by 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 Sun Direct from the Government of India pursuant to the applicable law all as amended, modified or reissued from time to time.

Minimum Account Balance: the subscription fee required to cover at least One (1) day of Subscription to Subscriber's chosen services which includes both basic and add on services and any ad hoc charges to a Subscriber account.

ODU or outdoor units: means and include devices, dish antennas and low-noise-booster ("LNB").

Package: any package of content which may be offered by Sun Direct, in

its discretion, and selected by a Subscriber from time to time. Permitted Viewing Device or PVD means either a viewing device or a hearing device which is specifically permitted, being television and personal computer for viewing Sun Direct DTH services.

Recharge Voucher: a paper or electronic voucher, which is a medium for the Subscriber to pay for the service.

Registered Mobile Number: the Indian mobile number indicated on the SAF and used by the Helpline to recognize a Subscriber.

Registered Telephone Number: the Indian telephone number indicated on the SAF and used for all transactions of a Subscriber with Sun Direct via SMS. Service(s) means the DTH broadcasting service provided by Sun Direct and any value added services as may be authorized directly at the installed Address through the CPE, from time to time under this Agreement.

STB (Set-top-box) means the device together with the remote and associated accessories, which is compatible with and is able to receive and /or decode the Service.

Subscriber means the person or entity who is the recipient of the Sun Direct DTH services as per the details filled in the attached Subscription Agreement Form, which shall not be changed without the prior written approval of Sun Direct.

Subscriber Account: Subscriber's personal account with Sun Direct for carrying out all transactions under one address.

Subscription Agreement: the terms and conditions stipulated in this Agreement, SAF and any other form signed in connection with DTH service provided by Sun Direct, all as modified from time to time by Sun Direct.

Subscription Agreement Form means the standard form of the Subscription Agreement Form (SAF) to enable a prospective subscriber to subscribe to the Service by duly filing, signing the same and submitting it to Sun Direct, and subject to Sun Direct's acceptance of the same. On signing the same the subscriber is bound by the terms and conditions of the SAF and the subscriber agreement.

Subscription Fee means the payments made by the Subscriber to Sun Direct for the package selected by the subscriber from time to time.

Subscriber ID/Customer ID: the unique identification code issued to a Subscriber for accessing his / her Subscriber Account, and receiving the services at the specified address. Subscriber Premises means the installation address specified by the Subscriber in the Subscription Form

and proof of address has been submitted to Sun Direct where CPE will be installed by Sun Direct to the provision receipt and enjoyment of the Service(s) using only the Permitted Viewing Device.

Subscription Request means the channel/bouquet of channels and applicable tariff plan/scheme selected by the Subscriber either by filing in the requisite SAF or over the air choices made by the Subscriber through the remote, or any modification/amendment requested for change in plan via Helpdesk / Helpline/internet thereto. Charges are applicable for change in plan as decided by Sun Direct from time to time.

Subscribed Service means service or part thereof subscribed by the Subscriber under the Subscription Request.

VC or Viewing Card means the smart card approved and duly branded by Sun Direct which when inserted into the STB, enables the STB to decode the Service or portion thereof that the Subscriber has sought under the Subscription Request. Value Added Services: any movie, programme, or other event, which may be ordered by a Subscriber

2. SUBSCRIPTION AGREEMENT 2.1 The Service(s) will be activated upon the Subscriber making all the payments and handing over a duly completed and signed Subscription Agreement Form, along with the relevant proof of residence. Sun Direct reserves the right to reject, in whole or in part, any Subscription Agreement Form.

2.2 The Service will be provided only at the Subscriber Premises mentioned by the Subscriber in the subscription agreement form.

2.3 On submission of duly signed and completed Subscription Agreement Form the Subscriber acknowledges that the Subscriber is fully informed about the Service and has/have read, understood and agree to be bound by all provisions of the Subscription Agreement and thereby opted to subscribe to the Service. Changes made by the Subscriber to any information in the Subscription Agreement Form are not valid unless communicated by the Subscriber and is accepted by Sun Direct in accordance with the Subscription Agreement.

2.4 Subscriber warrants and represents that the Subscriber or the Subscriber's Authorized Person has attained the age of majority, and that is competent to enter into a contract and has the authority to execute this Subscription Agreement and bind Subscriber to all terms and conditions of the Subscription Agreement. Any breach of these provisions shall be a ground for immediate suspension/deactivation of the Service by Sun Direct and/or termination of the Subscription Agreement.

2.5 The Subscriber further acknowledges and agrees that upon the Subscriber or his Authorized Person signing this Subscription Agreement

or have taken any actions or allowing any actions to be taken on behalf of the Subscriber by such person, including without limitation choosing a Package, accepting the Service and utilizing the Recharge Vouchers, the Subscriber is agreeing or accepting to be bound by the terms and conditions of the Subscription Agreement..

3. Terms:- This Agreement shall commence upon Sun Direct activating the DTH Services and shall remain in force subject to the applicable terms based on the Subscription Request by the Subscriber. Sun Direct reserves the right to reject the Subscription Form for technical or operational reasons . Any money paid by the Subscriber shall not create any right in favour of the Subscriber until activation of the Viewing Card. In addition, Sun Direct TV Private Limited reserves the right to discontinue the Service even after activation without assigning any reasons thereof, without any liability. The Subscriber represents that he/it is fully informed and explained about the Service, its specifications, requirements, limitations, etc and has only thereupon opted for the Service, submitting a duly filled and signed, Subscription form, thereby agreeing to be bound by this Agreement.

4. The Service: - 4.1 The Service shall be based on the Subscription Request selected by the Subscriber and provided to the Subscriber.

4.1 a Subscriber agrees that Sun Direct has the right to change its packaging from time to time in the interest of its subscribers and any deletion of complimentary or free channels will not warrant any rebate in subscription or relief in subscription.

4.2 Sun Direct will provide the Service only for the purpose of the Subscriber's domestic private non-commercial use, enjoyment and home viewing only at the Subscriber Premises provided in the Subscription agreement form, and therefore Subscriber shall not use the Service or any part of it for any other purposes.

4.3 The respective charges/ rates and channels / packages of channels available for commercial and residential subscribers are different and a commercial/ residential subscriber can choose the channels/ package of channels as per the prevalent schemes.

4.4 THE SUBSCRIBER HEREBY ACKNOWLEDGES AND AGREES THAT HE SHALL NOT ACQUIRE ANY RIGHT, TITLE AND / OR INTEREST IN THE CPE AND THAT THE CPE SHALL BE TAKEN BACK BY SUN DIRECT UPON TERMINATION / DETERMINATION HEREOF, AND / OR DEACTIVATION OR TEMPORARY SUSPENSION OF THE SERVICE. THE CPE IS THE SOLE PROPERTY OF SUN DIRECT TV PRIVATE LIMITED AND CANNOT BE TRANSFERRED TO ANYONE IN ANY MANNER BY THE SUBSCRIBER. CPE WHEN TAKEN BACK BY SUN DIRECT SHOULD REMAIN IN THE SAME CONDITION AS IT WAS WHEN MADE AVAILABLE FOR PROVIDING SUN

DIRECT DTH SERVICES. THE SUBSCRIBER CLEARLY UNDERSTANDS THAT CPE IS PROVIDED FREE OF COST AS IT IS A MEDIUM FOR PROVIDING SUN DIRECT DTH SERVICES. SUN DIRECT RETAINS CONTROL OVER THE CPE AT ALL TIMES FOR PROVIDING THE DTH SERVICES.

4.5 For change, addition, deletion, substitution, modification of the Subscribed Service the Subscriber shall submit the requisite form together with the application processing fee at least 7 days in advance to enable processing of the same, and the Subscriber shall be bound by any additional terms as may be applicable. Any change or withdrawal from the Subscribed Service shall not entitle to any refund or adjustments of the money already paid. (a) The Subscriber is bound to pay at least one month charges for the Subscribed Service, with or without modifications as stipulated above and he/she shall not be entitled for any refund or adjustment even if he opts out from such services before the expiry of one month. (b) if there is any minimum lock-in period the Subscriber shall be bound to pay the Subscription Fee for the entire lock-in-period even if the Subscriber opts out from such services / channels, or his services are deactivated in terms of this Agreement before the expiry of such lock-in-period. (c) Sun Direct may at its sole discretion, continue to provide services for a period of up to 7 days or more even after the due date for payment of the Subscribed Service (hereinafter referred to a "grace period") in order to facilitate the Subscriber to make the payment of the Subscription Fee. However, such grace period shall not be construed as right of the Subscriber and in case of deactivation of the Service(s) of the Subscriber due to default in payment of the Subscription Fee, even in grace period the Subscriber shall be liable to make payment for the period during which he / she has availed the services including for services availed during the grace period

4.6 If the Service quality, functionality, availability and / or reliability may be affected, Sun Direct is entitled to without any liability, refuse, limit, suspend, vary, disconnect, deactivate or interrupt the Service in whole or in part at any time in its sole discretion with respect to one or all Subscribers without any notice, for any reason and due to various factors including but not limited to (a) applicable laws or directives of any authority/court; (b) transmission limitations or problems caused by topographical, geographical, atmospheric hydrological, environmental conditions, or mechanical conditions or such other factors/features / conditions, systems changes or capacity limitations for reasons of up gradation, variations, installation, relocations, repairs, operation or maintenance of systems / equipments/ the service. (c) the requirement to combat potential fraud, piracy, sabotage, willful destruction, etc; (d) for any legitimate business purposes; (e) on breach of any terms of this agreement; (f) force majeure circumstances, act of God; (g) incompatibility with CPE; (h) any delay in payments of any dues by the Subscriber. (i) failure to recharge the subscription.

4.7 The CPE provided to a Subscriber shall remain the property of Sun Direct. Sun Direct shall not be liable for any injury / damage to the Subscriber, or any third party, or the Subscriber Premises from the functioning of the CPE. As a service receiver, the subscriber shall ensure that the CPE is not tampered with or disturbed or shifted in any fashion and its functioning shall be allowed in accordance with the user manual.

4.8 Sun Direct is entitled to change, vary, add, and withdraw the subscribed services or part thereof and / or to vary the charge relating thereto, at any time in its sole discretion subject to the applicable laws and which shall be binding on the Subscriber

4.9 The Subscriber hereby acknowledges and agrees that depending on different Subscribed Service chosen by various Subscribers the charges and terms and conditions applicable thereto, may vary.

4.10 Sun Direct reserves absolute right not to broadcast any channel if it is anti-national or against communal harmony or it promotes political/religious propaganda or if banned, restricted or prohibited under any law for the time being in force or for any other reason which Sun Direct in its discretion deems it fit to be not in the interest of its viewers or society.

4.11 Sun Direct is entitled to procure the inspection of the Subscriber Premises to verify the compliance with and fulfillments of the conditions stated herein on the part of the Subscriber, and shall be entitled to take photographs, documents, material, equipments etc as proof of violation of the Agreement or infringement of any intellectual property rights of Sun Direct. The instance of piracy, violation of any intellectual property rights and unauthorized viewing of the channels as detected against the Subscriber by finger printing mechanism or any other mechanism, method, system deployed by Sun Direct for such detection shall be valid and acceptable to and uncontested by the Subscriber. Statements made by representatives of Sun Direct in this regard before the notary public/oath commissioner shall be treated as conclusive proof of such piracy, unauthorized use, violation of intellectual property rights etc, as the case may be

5. Obligations of the Subscriber:- 5.1 To deposit payment of subscription fee for the Subscribed service(s) in such mode, as may be notified from time to time by Sun Direct, within the due date for payment of the Subscription Fee. Presently the payment of the Subscription Fee can be made either at the centers publicly informed and notified by Sun Direct for the collection of payment, or through direct debit facility by way of depositing the required amount in any of the bank accounts designated by Sun Direct, or through credit cards, or by paying the same to authorized persons, or through "Sun Direct" pre-paid /service vouchers.

The activation fee shall be paid by the subscriber prior to the services being activated.

5.2 Receipt of any other services through the CPE other than the services provided by Sun Direct will constitute violation of this agreement and shall lead to termination of the services.

5.3 Any malfunctioning / non-functioning of CPE will have to be immediately reported to Sun Direct to enable Sun Direct to rectify the same. The Subscriber shall not himself directly or through any other person undertake any repair / maintenance of CPE.

5.4 To intimate immediately to Sun Direct in writing in case of loss or misplacement of Viewing Cards with or without the STB or CPE. Sun Direct shall thereafter within reasonable time, deactivate the same. Subscriber shall continue to be liable for charges incurred for the DTH services until it is so deactivated.

5.5 To ensure that the broadcast of the Service to the STB is routed into one PVD installed at the Subscriber Premises.

5.6 Broadcast to the STB is not intercepted in any manner, whether by the use of any decoding, receiving or recording equipments or otherwise for any purpose whatsoever including the distribution or re-distribution of the broadcast from the Subscriber Premises to any neighboring premises, cable operator or any other person.

5.7 Not to remove or shift CPE from the Subscriber Premises without the prior written consent of Sun Direct. Not to replace, remove, modify, alter, misuse or tamper with the Viewing Cards and STB, including the seal i.e. seal to prevent opening to the STB. Any such act by the Subscriber shall be construed as willful and criminal default on the part of the Subscriber in addition to breach of its obligations under this Agreement.

5.8 Not to manipulate or cause to be manipulate the Viewing Card in any manner so as to cause breach of the Subscription Request or so as to receive or enjoy greater privileges or advantages than the Subscribed Services or to use Sun Direct connection only for personal purposes and not for facilitating any kind of public viewing of any manner whatsoever.

5.9 To give all assistance which Sun Direct may be reasonably expected to receive, in connection with inspection to be made by the representatives and agents of Sun Direct so as to satisfy Sun Direct with regard to compliance with/fulfillment of the conditions stated in the Agreement on the part of Subscriber. The Subscriber undertakes that it shall at all times provide representatives of Sun Direct access to the Subscriber Premises for verifying the location of the CPE.

5.10 To be responsible and liable for payment of all taxes, levies or charges, penalties, imposed by or under any statute for the time being in force in connection with the Service.

5.11 Payment of entertainment tax levied if any under this agreement on the Subscriber for the provision of television service at their premises shall be the entire responsibility of the Subscriber.

5.12 Not to indulge in piracy or activities which have the effect of or which may result in infringement and violation of any intellectual property rights of Sun Direct, its broadcasters, or any other person associated with such transmission

5.13 Not to distribute or redistribute channels from the Subscriber Premises to any neighboring premises, cable operator or any other person.

5.14 On subscription to a higher tier the Subscriber will be charged for an additional one time activation.

6. Installation and activation:- 6.1 In the event the Subscriber needs installation, the Subscriber should call the Helpline No. 39407575 or the Toll Free No.1800 200 7575 (subject to change) in order to schedule the Installation. Installations will take place at a mutually convenient time and Sun Direct through authorized Distributor /Dealer will make reasonable efforts to arrange for an Engineer to perform any Installation on the time and date requested by the Subscriber.

6.2 Prior to scheduling the Installation, the Subscriber needs to obtain the necessary permission, authorization required for Installation at the Subscriber Premises including the requisite permission to access any common or third party property for the purpose. The Subscriber will and shall be solely responsible for resolving/ addressing any and all third party objections to the Installation at the Subscriber Premises.

6.3 The Subscriber shall ensure that the Sun Direct personnel can safely access the Subscriber Premises and any common or third party property to carry out the installation in a safe and peaceful manner. The Subscriber will be held responsible for the cost of any authorized third-party services and materials that may be necessary in connection with the Installation (example, plumber or electrician).Sun Direct is not responsible for actions of any such third party not authorized by SunDirect.

6.4 Installation at the Subscriber Premises will be carried out only in the presence of Subscriber or Subscribers Authorized Representative.

6.5 At the time of installation, the Subscriber must make available a copy of valid address proof (i.e. Voter ID, Ration Card, Bank Pass

Book/Statements or Passport) and / or a valid photo identification proof (i.e. Voter ID, Driver's license, Photo Credit Card, Pan Card or Passport).

6.6 By fixing the date and time of Installation whether by the Subscriber or his/her Authorised Person, the Subscriber indicates that Subscriber is in agreement with the drilling, cabling and other work involved in the Installation.

6.7 Sun Direct reserves the right to charge reasonable expense / compensation incurred from the Subscriber and debit Subscriber Account if in case the Engineer had visited the Subscriber Premises, but the Installation had not taken place: (i) for want of any necessary permission(s)/ authorization(s); or (ii) Subscriber or Subscriber Authorised Person are not present at the appointed time; or (iii) Subscriber has failed to furnish a valid address proof and / or photo ID or (iv)of a lack of authorized thirdparty services and materials required for Installation.

6.8 Sun Direct shall not be liable to the Subscriber in any manner whatsoever if the Installation has not been performed or cannot be performed because: (i)any necessary permission(s)/authorization(s) have not been obtained or withdrawn: or (ii) Subscriber or Subscriber Authorised Person is not present at the appointed time; or (iii) Subscriber has failed to furnish a valid address proof and / or photo ID, If required; or (iv) of a lack of authorized third-party services and material required for Installation; or (v) of any other force majeure event.

6.9 In the event Subscriber wishes to change the Installation Address, or reschedule the installation time, Subscriber will inform Sun Direct by contacting the Helpline at least forty-eight (48) hours prior or to the scheduled Installation.

6.10 Sun Direct will consult with the Subscriber on the matters regarding Installation. However, Sun Direct reserves the right to make final decision on all Installation matters. Sun Direct is not responsible or liable to the Subscriber for interruption, disruption, deactivation of Service after Initial Installation on account of any force majeure event.

7.Limitations of liabilities:- 7.1 It is expressly understood and agreed by the Subscriber that Sun Direct shall not have any obligation or liability whatsoever under the Agreement towards the Subscriber on account of (A) Any defect in Viewing Card, Customer Premises Equipments and other equipments due to any unauthorized or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instructions of Sun Direct. (B) Any action or failure to act or default on the part of any equipment supplier and / or its agents or nominees. (C) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control

of Sun Direct (d) Any indirect or consequential loss even if resulting from or caused due to any default on the part of Sun Direct or any of its officers, employees, suppliers, distributors, franchisee, agents or nominees.

7.2 The Subscriber agrees that Sun Direct shall not be liable for any consequential, incidental, indirect, remote, economic, punitive damage of CPE, VC and other equipments whether based on negligence or otherwise, even if Sun Direct has been advised the possibility of such damages.

7.3 Regardless of the cause, Sun Direct's total liability for any proven direct damages or losses to Subscriber and any one else will in no event exceed the amount that Subscriber has paid to Sun Direct for the Service during the six (6) month period immediately prior to the specific event that gave rise to such damage or loss.

8. Charges for subscription service:- Sun Direct shall send a request for the payment of the Subscription Fee for the subscribed service to the Subscriber. The above said request may be sent to the Subscriber in paper format, or an on-screen or an electronic mode. Once Sun Direct sends the request it shall be deemed to have been received by the Subscriber within 4 days (in case of paper format) or same day (in case of screen mode) or within 2 days (in case of electronic mode) as the case may be.

9. Settlement of charges for subscription service:- **9.1** The Subscriber shall make payments to Sun Direct as per the Subscriber service charges notified from time to time by Sun Direct.

9.2 Default in payment for the subscribed service shall render the Subscriber liable to pay the late payment charge stipulated from time to time by Sun Direct.

9.3 The Subscriber shall effect payments of all charges in respect of the Service provided to the Subscriber whether or not the same has been accessed or used by the Subscriber.

9.4 The Subscriber shall pay all dues as per the request for charges issued to the Subscriber notwithstanding any dispute in respect of the amounts due. In the event of non-receipt of the above said request for charges for the subscription service the Subscriber shall nevertheless remain liable to pay the amounts due from it and it shall be the duty of the Subscriber to make inquiries in case non-receipt of the request for charges for the subscription charges.

9.5 Without prejudice to such rights and remedies that Sun Direct may have in law or under the provisions of this agreement in the event of any delay or failure by the Subscriber to make payment Sun Direct shall (in

addition to the consequences mentioned in this agreement) be entitled to immediately deactivate the service and at its option terminate this agreement without prior notice.

9.6 Upon deactivation of service as above whether accompanied by termination or not, all sums, due and payable by the Subscriber to Sun Direct shall forthwith become payable.

10.Damages:- The Subscriber affirms and undertakes to comply with the terms of this agreement. In addition to the consequences stated in the Agreement the Subscriber affirms and undertakes that (a). In case of breach of terms of this Agreement the Subscriber shall pay such amount as damages as may be stipulated by Sun Direct which shall be not less than Rs. 500/- for each day during which in contravention continues in respect of each such breach; (b). In addition to the foregoing Sun Direct reserves its right to take appropriate remedial measures available to it under the law and equity.

11. Deactivation and cancellation of service:- Notwithstanding anything contained in this Agreement Sun Direct reserves its right to deactivate (either temporarily or permanently) the services based on the report submitted by an inspecting officer acting on behalf of Sun Direct to the effect that the Subscriber has violated any terms and conditions of this agreement.

11.1 The Subscribed Service will be deactivated by Sun Direct: (a) if Subscriber fails to maintain a Minimum Account Balance at the end of the Grace Period; or (b) the Subscriber cancels the Service at any time after the expiry of the minimum period of time that Subscriber is required to subscribe to the Subscribed Package; (c) fails to top-up in case of prepaid service; (d) if the information provided by the Subscriber is found to be inadequate or incorrect.

11.2 Sun Direct reserves the right to deactivate or cancel the Subscriber Service if at any time any license, permission or authorization necessary for Sun Direct to operate the Service (including Sun Direct DTH license) is revoked.

11.3 Sun Direct shall cancel the Subscriber Service at anytime if (a) the Subscriber is in breach of any provision of the Subscription Agreement; (b) has acted in a manner that is inappropriate; (c) copies, redistributes, relays, re-broadcast, or transmits the Service in an unauthorized manner or otherwise allow the interception of the Service by any equipment, which would allow for its distribution or redistribution from the Address to any neighbouring premises, cable operator or any other person or entity or (d) Sun Direct suspects that the Subscriber is copying, redistributing, relaying, re-broadcasting, or transmitting the Service in an unauthorized manner or otherwise allowing the interception of the Service by any

equipment which would allow for its distribution or redistribution from the Address to any neighbouring premises, cable operator or any other person or entity; (e) uses the Service or any CPE or related facilities for transmitting objectionable content, messages or communications or for anti-national activities; (f) shows or permits the viewing of the Service in public to an audience, even if no charge is made; (g) uses in any manner whatsoever any of the Sun Direct trademarks or Sun Direct CPE provided to Subscriber under this Subscription Agreement is found outside the territory of India; or in the Possession of any third person/entity other than Subscriber Authorised Person.

11.4 Any deactivation or cancellation of the Service shall mean and be effected by deactivation or cancellation of the smart card.

11.5 In case of cancellation, the Subscriber will forfeit any available balance in Subscriber Account. There will be no refunds of the amounts paid.

11.6 In case of a cancellation, Sun Direct reserves the right to terminate the Subscription Agreement and shall require the Subscriber to return all CPE forthwith to Sun Direct.

11.7 If the Subscriber breaches the provisions of this Subscription Agreement, the Subscriber agrees that: (a) Sun Direct or any affected party may prosecute violations of the foregoing against Subscriber and other responsible parties in any court of competent jurisdiction and under any applicable laws; (b) Sun Direct may prevent the Subscriber from carrying on any such unauthorized activities by any means available under applicable law, including by preventing Subscriber from receiving the Service; and (c) for any act committed by Subscriber in relation to the Service amounting to an offence under copyright and/or any other law, the Subscriber shall pay Sun Direct such amount(s) as directed by Sun Direct which shall not be less than Rs.1000/- (Rupees One Thousand only) for every day during which such offence/s continue in respect of each offence.

12. Relocation to new address:- **12.1** In the event the Subscriber desires to relocate the CPE to a new Subscriber Address, Subscriber must notify Sun Direct immediately and request for a change in the Subscriber Premises. Sun Direct at its sole discretion reserves the right to accept or reject such request. If such request is accepted by Sun Direct, Sun Direct shall arrange to have the CPE installed at the new Subscriber Address, at the Subscriber's cost. Notwithstanding the foregoing, Sun Direct cannot guarantee that the Installation can be performed or that Subscriber will be able to receive the Service at the new Subscriber Premises.

12.2 Installation at the new Subscriber Premises will be done only in the presence of the Subscriber or the Subscriber Authorised Person. For an

Installation at a new Address, the existing warranty for the CPE will continue to be valid for the remainder of the Warranty Period.

12.3 Sun Direct reserves the right to deactivate the Service in case the CPE is moved from the Address and installed at an alternative address without prior written consent of Sun Direct. Installation at a new Subscriber Premises will be subject to Subscriber fulfillment of the conditions laid down for Installation.

13. Add-on Connections:- In addition to a single connection for accessing the Service, Subscriber may avail an add-on connection, to access the service at another PVD located within the same Subscriber Address. This add-on connection shall be operated along with the main connection, and shall remain in operation for only such period till the main connection is fully paid and active. . Add-on connections shall not be provided in any other premises except in the premises where the parent connection exists. All the terms and conditions of the parent connection shall be applicable for the add-on connection. The add-on shall be disconnected without prior intimation in case there is no sufficient balance.

14. Anti-piracy measures:- 14.1 Notwithstanding anything contained in this Subscription Agreement, Sun Direct shall be entitled, at all times, to employ such measures for the detection of piracy and/or other unlawful activities with respect to the Service as Sun Direct deem fit, including but not limited to, fingerprinting or any other mechanism or system deployed by Sun Direct and/or third parties authorized by Sun Direct for the purpose.

14.2 The usage of the Services shall be closely monitored for activities resulting in a breach of the terms of this contract and/or the intellectual property rights of any party and/or violation of any law. In the event of a suspicion/detection of misuse of Subscriber by Sun Direct, Sun Direct shall be entitled to take such action as Sun Direct deems appropriate to curb such misuse, including deactivation and/or cancellation of Subscriber Service and other civil and criminal sanctions as provided under the law.

14.3 Sun Direct shall not be liable to the Subscriber for any bonafide action including de-activation and/or cancellation taken by Sun Direct to protect the intellectual property rights of any party and check other unlawful activities in relation to the Service, even if such action is based on information generated by Sun Direct or provided to Sun Direct by authorized third parties which is later proven to be incorrect.

15. Reactivation:- 15.1 Sun Direct reserves the right to reactivate any deactivated Subscriber Account in their sole discretion.

15.2 On reactivation upon recharge, the Subscription Fee for any viewing

during the Grace Period will be charged to and debited from the Subscriber Account.

15.3 Sun Direct reserves the right to charge a reactivation fee and debit the Subscriber Account for such fee.

16. Maintenance:- 16.1 Maintenance will not cover the following: (a) CPE subjected to any installation or other work by any person other than an authorized person; (b) faults due to exposure to adverse environmental conditions including excessive moisture and excessive temperatures, (c) accidental or deliberate damage by anyone, (d) defect in the CPE due to any unauthorized or improper use, replacement, removal, modification, alteration, tampering, negligence or failure to follow the instructions as set out in the Subscription Agreement, any user guides authorized by Sun Direct and other materials authorized by Sun Direct which are provided to Subscriber from time to time; (e) force majeure; (f) CPE on which the serial number or other applied and identifying labels have been removed, defaced or altered or cosmetic damage; (g) Installation for any parts provided or services rendered by any third party during or after the Initial Installation process; (h) damage or faults arising due to defects or faults in the property at the Address of the Installation; (i) damage arising to Subscriber property at the Address of Installation which is caused by an act of omission, commission or negligence by Subscriber or any other third party service provider.

16.2 Sun Direct reserves the right to charge for any service call by an Engineer and resulting Installation which does not relate to a proper maintenance in accordance with the applicable rate card and debit such amounts from the Subscriber Account.

16.3 To report the Fault, the Subscriber may call the Helpline or contact Sun Direct by any other method that Sun Direct provides from time to time.

16.4 Except as expressly stated in the Subscription Agreement, Sun Direct makes no representation, either express or implied, regarding any Installation or CPE or the Service. All representations, including implied warranties of merchantability and fitness for particular purpose, title and non-infringement, are disclaimed.

17. Data Protection:- Sun Direct values Subscriber privacy. The personal data provided by the Subscriber in the Subscription Agreement Form or in the event of any call to the Helpdesk or Helpline will remain secure with Sun Direct. Sun Direct may use or cause the use of the data provided by Subscriber in the Subscriber Data Card to make Sun Direct product offers, services and partner offers to Subscriber. However, if the Subscriber prefers not to receive any such communication, please tick the opt-out check box in the Subscriber Data Card to confirm Subscriber

choice. Sun Direct may use or share group viewing patterns of its Subscriber base with government agencies, if required by law, or for the purposes of product development, research, strategic, financial or other business decisions.

18. Indemnification:- The Subscriber shall keep Sun Direct indemnified against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against Sun Direct or which may or may have to bear, pay or suffer, directly or indirectly due to any act, default or omission by the Subscriber.

19. Rights of Sun Direct:- CPE, VC and other equipments and devices is the sole property of Sun Direct. Sun Direct has the right to take back the CPE, VC and other equipments and devices installed in the Subscriber Premises at any time without giving prior notice to the Subscriber

20. Notices:- 20.1 By Subscriber: must be in writing and addressed to The Company Secretary, SUN DIRECT TV PVT LTD, MURASOLI MARAN TOWERS, NO-73, MRC NAGAR, MRC NAGAR MAIN ROAD, CHENNAI – 600 028.

20.2 By Sun Direct: Subscriber agrees that the notifications provided by the Helpdesk, in the Subscriber Account Statement or correspondence sent to the Correspondence Address will be sufficient and adequate notice.

21. Miscellaneous:- This document contains the entire agreement between Sun Direct and Subscriber, and no marketing person, installer, customer service representative, authorized dealer of DTH services, or other similarly situated individual is authorized to change the terms set forth herein. Sun Direct may, however, change the terms and conditions of this Agreement in the future and will notify Subscriber if that occurs. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, shall continue thereafter until fully performed.

22. Exhibition of changes:- Sun Direct shall from time to time exhibit such terms and conditions on its website.

23. Dispute resolution:- Every dispute, difference or question arising in respect of this agreement shall be referred to the sole arbitration by any person (including an officer or employee of Sun Direct) appointed by Sun Direct in its exclusive discretion and such arbitration shall be held in Chennai.

24. Jurisdiction:- This agreement 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 Chennai.

This agreement shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the Indian Courts at Chennai.

THE SUBSCRIBER HAS READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE SAME ARE ACCEPTABLE TO HIM/HER COMPLETELY WITHOUT ANY LIMITATION.