

# INDUSIND MEDIA & COMMUNICATIONS LTD.

## CUSTOMER REGISTRATION FORM

(Please fill the form in English and use BLOCK Letters)



First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Last Name : \_\_\_\_\_

Flat/Door No: \_\_\_\_\_ Building: \_\_\_\_\_ Street/Road Name: \_\_\_\_\_

Area: \_\_\_\_\_ Landmark: \_\_\_\_\_ City: \_\_\_\_\_ Pincode: \_\_\_\_\_

Residence Land line: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Email: \_\_\_\_\_

**ID Proof**  any one:  Aadhaar Card  Passport  Voter ID  Driving Licence  Pan Card

**Address Proof**  any one:  Elec./MGL Bill  Tel.Bill  Bank Statement  Ration Card  Lease Agreement/Society Letter

**Please tick Category Subscriber**  Individual  Institution  Hotel  Co-Op-Hsg. Soc.  Office  Others, Specify: \_\_\_\_\_

**Payment Details**  Cash  Cheque No: \_\_\_\_\_ Bank: \_\_\_\_\_ Dated: \_\_\_\_\_ Rs. \_\_\_\_\_

Distributor Code: \_\_\_\_\_ Distributor Name: \_\_\_\_\_

Franchisee Code: \_\_\_\_\_ Franchisee Name: \_\_\_\_\_

SD SET BOX HARDWARE SCHEMES (Same option has to be used for all STB's at given address) 36 PDC of STB Rent to given in Advance						(Please tick selected option)	
Sr.No.	Particulars	Standard Tariff Package				Alternate Tariff Package	
		<input type="checkbox"/> Option - 1	<input type="checkbox"/> Option - 2	<input type="checkbox"/> Option - 3	<input type="checkbox"/> Option - 4	<input type="checkbox"/> Option - 1 (SD)	<input type="checkbox"/> Option - 2 (HD)
1.	Rent p.m. per Set Top Box for First 3 years (excl. taxes)	₹ 55.66	₹ 50.66	₹ 46.80	₹ 32.93		
2.	Security Deposit [Refundable after 3 years]	₹ 400.00	₹ 800.00	₹ 400.00*	₹ 800.00*		
3.	Deduction from Refundable Security Deposit	NIL	NIL	*	*		
4.	Installation Charges	NIL	NIL	NIL	NIL		
5.	Activation Charges	NIL	NIL	NIL	NIL		
6.	Smart Card / Viewing Card Charges	NIL	NIL	NIL	NIL		
7.	Repair & Maintenance Cost for 3 Years	NIL	NIL	NIL	NIL		
8.	Special Scheme - One Time Activation and Digital usage (No Rentals) for SD & HD Set Top Box				(*Taxes extra)	₹ 1067.80	₹ 1453.40
9.	Outright-Sale (Proposed for SD & HD Set Top Box)				(*Taxes extra)	₹ 1271.00	₹ 1483.00
10.	Warranty (For Option -1& For Option -2 from date of activation / issue)*					12 Month*	12 Month*
11.	Optional Annual Maintenance Charges (AMC)				*as mandated by TRAI	NIL	NIL

**CAN No.:**

**STB No.:**

**Smart Card No.:**

TV Set 1

Additional - TV Set 2

Additional - TV Set 3

Permitted by Ministry of Information & Broadcasting  
Vide Letter No-8/6/2012 - B P & L of 2015

The Terms & Conditions are read out to me/us. I/we have understood the terms and conditions and acknowledge abiding by the same. the tariff plan and applicable rates for the subscription of packages and channels selected by me / us form part of this agreement (as per annexure 1) and I/ we agree to be bound by the same. I/we agree to abide by the provisions of - The Cable Television Networks (Regulation) Act. 1995 and the rules made there under and as also such amendments as may be made from time to time to these rules in so far as they relate to the Services. I/We hereby declare and confirm that the above information provided by me / us is / are totally correct and true in every respect.  
Note: All the terms and Conditions will be subject to the prevailing regulations and guidelines from time to time under the Government of India and Regulator for Broadcasting and Cable (TRAI)

## TERMS & CONDITIONS

### SUBSCRIBER'S AGREEMENT- annexure 1

#### (A) TERMS & CONDITIONS - FOR SET TOP BOXES

All definition/ interpretation are to be construed and understood as per the provisions of Cable Television Network (Regulations) Act, 1995 & Rules 1994, Amended Act, 2002 and amendment made from time to time set out herein:

1. The applicant shall pay the prescribed payment as per the package selected plus service charge including all applicable taxes in prepaid model along with the duly completed and signed application form. The services will start only if the application form is completed in all respect.
2. The STB and the accessories shall be solely used for availing "NXT DIGITAL" services and shall not be used for availing services of any other Cable Network.
3. The Channel/packages fees as prescribed from time to time for each channel /packages selected by the subscriber shall be paid in advance.
4. The channel/package rates may change based on the agreements with the broadcaster's according to the applicable rules and regulations.
5. Any channel/package will have to be subscribed for a minimum period of 3 months.
6. The subscriber shall take adequate care of the STB while availing the services of subscription. Any willful default or damage to STB will be billed to the account of the subscriber.
7. The subscriber shall not, without the prior authorization of "NXT DIGITAL" remove, transfer or otherwise relocate the STB from the original place of installation.
8. In case STB is lost or damaged on account of theft, burglary or by any other accident, the subscriber will file a police complaint forthwith and notify "NXT DIGITAL" of such loss immediately, with copy of complaint.
9. For reconnection / activation of the service earlier disconnected for any reason, the subscriber shall be liable to pay reconnection charges as prescribed from time to time as per regulations.
10. Cable services in respect of Channels/packages shall be available to the subscriber, subject to Force Majeure conditions including but not limited to act of God, fires, strikes, embargoes, war insurrection, riots and other causes beyond any reasonable control
11. The STB shall always remain property of "NXT DIGITAL". The warranty will not cover adaptor and remote control device. The STB components will have one year warranty.
12. Subscriber data can be used for marketing/promotional purposes by "NXT DIGITAL" or its associates.

I / We have read and understood the terms and conditions provided above and acknowledge that the tariff plan selected by me and applicable rates form part of this agreement and I agree to be bound by the same.

#### (B) TERMS AND CONDITIONS - FOR SUBSCRIPTION

1. The services shall be disconnected if subscription including FTA and Pay Channels are not paid on due dates.
2. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances.
3. All taxes, levies etc., present and future shall be to the account of Subscriber.
4. The tariff / charges for Pay Channels are based on Agreements with Pay Channels at the time of presentation of this form. In case of any change in these arrangements, variance in applicable charges shall be payable by the Subscriber.
5. The Subscriber shall make payment by way of cheque/ demand draft on or before the due date.
6. Any discrepancies in the billing, the subscriber shall intimate "NXT DIGITAL" within two (2) days of receipt of bill / statement of charges. Non-receipt of such information, the charges will be presumed to have been accepted.
7. Applicant/subscriber shall be permitted to avail the services of NXT DIGITAL only through deployment of SET TOP BOXES and Smart Card approved for use by NXT DIGITAL.
8. Cable Service quality, functionality, availability and / or reliability may be affected and / or NXT DIGITAL is entitled to, without any liability in whatsoever manner, refuse, limit, suspend, vary, disconnect and or interrupt the Services, in whole or in part, at any Time in its sole discretion with respect to one / all Subscribers as per regulations and/or by the directions of any authority/ies; any such authorised person.
9. In case of misuse of Services or breach of any terms and conditions by the Subscriber or use of Services by the Subscriber in such a manner that it violates any laws or adversely affects or interferes with NXT DIGITAL & Service, based on the cable TV regulations; copyright act; any other such law/ act effective from time to time. In case the Subscriber fails to remedy the said breach within the notice period, NXT DIGITAL shall be entitled to discontinue the Services forthwith and the subscriber shall be liable to compensate NXT DIGITAL or the affected party.
10. NXT DIGITAL at its sole discretion may suspend / discontinue the Services by giving reasonable notice to Subscriber.
11. The Cable service is liable for disconnection partially or otherwise due to:
  - a. Changes in the law, rules, regulations or orders, directions, notifications etc. by the Authorities;
  - b. Physical obstruction, geographic, topographic, hydrological, meteorological and other causes of cable interference or faults in other networks of Pay Channels to which the Network is connected;
  - c. Any discrepancies / wrong particulars provided by the Subscriber &
  - d. Breach of any one or more of the Terms & Conditions herein.
12. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties, parties hereto, shall refer the dispute to Telecom Regulatory Authority of India (TRAI) and Telecom Dispute Settlement Appellate Tribunal (TDSAT).
13. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws the Mumbai Courts

#### (B-1) TERMS & CONDITIONS FOR NXT Digital OPERATOR SUBSCRIBERS

1. NXT DIGITAL reserves the right to reject subscriber applications, in case they are not complying with the basic regulatory terms and/or for whatsoever reasons and security requirements of NXT DIGITAL.
2. The maximum overall liability of NXT DIGITAL in contract or otherwise, shall be to return the payment amount received, after adjusting the Charges due from the Subscriber. In no event shall NXT DIGITAL, its Officers, Employees, Directors, Representatives and assigns be liable for any direct, indirect or consequential damages, costs, expenses or losses of whatsoever nature.
3. NXT DIGITAL reserves the right to raise and/ or collect bills/ statement of Charges for the Services, provided by NXT DIGITAL directly or through any of its nominees, agents and franchisees. NXT DIGITAL may vary its billing as per the regulatory norms from time to time.
4. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances.
5. Subscriber / Operator shall deposit with the NXT DIGITAL as security deposit such amount(s) as NXT DIGITAL it may determine from time to time. NXT DIGITAL reserves the right to forfeit / adjust / apply the said security deposit amount in full or part for the satisfaction of any sums due from the Subscriber / Operator to NXT DIGITAL at any time. Subscriber shall continue to be liable for balance, if any. No interest shall be payable on the security deposit, if any.
6. All taxes, levies etc. present and future shall be to the account of Operator.
7. The tariff / charges for Pay Channels; any Channel/s; any Programme/s are based on Agreements with the respective content aggregators; Broadcasters or their respective agents / distribution company/ies at the time of presentation of this form. In case of any change in these arrangements, variance in the charges shall be payable by the subscriber.
8. The applicant/subscriber shall make payment by way of cheque / demand draft in favour of Grant Investrade Limited on or before the due date.
9. Applicant/subscriber shall be permitted to avail the services of NXT DIGITAL only through deployment of SET TOP BOXES and Smart Card approved for use by NXT DIGITAL.
10. In case of misuse of Services or breach of any terms and conditions by the subscriber/ Operator or use of Services by the Subscriber in such a manner that it violates any laws or adversely affects or interferes with NXT DIGITAL's Service, based on the regulations effective from time to time. In case the subscriber/operator fails to remedy the said breach within the notice period, NXT DIGITAL shall be entitled to discontinue the Services forthwith.
11. NXT DIGITAL at its sole discretion may suspend / discontinue the Services by giving reasonable notice to Operator.
12. In case the subscriber/Operator opts for discontinuation of Services, NXT DIGITAL shall refund directly to the Franchisee the amounts paid in advance to NXT DIGITAL, subject to adjustments, if any.
13. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws