



TAKE 1 JK MEDIA PVT. LTD.

Satyam Resorts, Marble Market, Extn. Trikuta Nagar, Jammu-180012

Tel. : 0191-2483390, 2484433

SAF No.: STB No.

Date VC No.

Customer ID : STB Version.

Subscriber Informa

1. Applicant's Name: First Name Middle Name Last Name

2. Installation Address:

City/ Town: District:

State: Pin Code: Phone.:

Mobile No.: Email:

3. Type of Subscriber: Individual Institution Hotel/ Hospital Co-op.Hsg. Soc. Office Others Specify

4. Address Proof: (Attested Copy) Passport Voter ID Card Driving License Ration Card Telephone Bill (MTNL/BSNL) Electricity Bill Others Specify

5. STB Type SD HD

USE SEPARATE SAF FOR MORE THAN ONE CONNECTION

6. Connection Type Parent Child 7. Payment Mode Prepaid Postpaid If Child Parent SAF No Parent Account No

Set Box Details Owned Rented Hire Purchase Operating Lease (As per Annexure attached herewith)

STB Payment Details Payment Terms Monthly Quarterly Half Yearly Annually

8. (a) Bouquet Opted : As per Annexure attached herewith (b) Ala-Care Channel(s) Opted : As per Annexure attached herewith.

9. Initial Payment Details: STB Price Rs. STB Rent. Rs. STB Hire Charges. Rs. STB Security Deposit Rs. Activation Charges Rs. Installation Charges Rs. Any Other Charges Rs. Total Amount paid (Incl.of all taxes)Rs. Payment Mode Cash *Cheque D.D. If payment made through Cheque / D.D. No. * Cheque subject to realization

Drawn on Bank Details Dated

10. Subscriber's Declaration: Name & Branch

I have read, understood & accepted the terms & conditions mentioned overleaf/attached covering subscription and Set Top Box Agreement which forms an integral part of this SAF and undertake to comply with them, and acknowledge that programme/ channel, plans selected and applicable rates thereto form part of the agreement and agree to be bound by the same and hereby declare and confirm that the information contained in this form is true and accurate in every respect.

Date: Subscriber's Signature:

11. Cable Operator's Details:

Name: JKT_

Address: Cable Operator's Signature

Contact No.:

Acknowledgment:

Received with thanks from Mr./Ms./M/s. Subscriber Application Form along with Rs. towards STB amount.

Date Distributor / Cable Operator's Signature

FOR OFFICE USE ONLY Rejection Reasons

Date of Receipt

Entered By Local Office Address Audit

* Terms And Condition Applicable Only For D.A. S Noted Area

CAF Courtesy by :



SUBSCRIBER AGREEMENT

1. SUBSCRIBER AGREEMENT :

The terms and conditions herein contained shall constitute a legally valid and subsisting agreement between TAKE 1 JK MEDIA PVT. LTD. and the Subscriber(named in the application form) and their respective assignees/heirs/executors/administrators as the case may be for availing cable TV Services either directly and/or through its linked cable operators in DAS notified areas. The conditions mentioned are understood and accepted by the Subscribers and shall be applicable for the Subscriber on signing of the SAF Form/availing of the Service

2. TERMS :

- (i) Agreement commences upon installing STB, activating the viewing card (VC) and shall remain in force, subject to applicable terms based on the Subscription Request by the Subscriber. TAKE 1 JK MEDIA reserves the right the Subscriber Form for any reason. Any money paid by the subscriber shall not create any right in favour of subscriber until activation of the VC. In addition, TAKE 1 JK MEDIA reserves the right to discontinue the service even after activation without any liability save and except for refund of money paid by the Subscriber towards subscription/activation, rental, Hire Purchase value and the VC deposit as the case may be. The Subscriber represents that he/she has been fully informed about the Cable Television Services provided by TAKE 1 JK MEDIA, its specification, requirements, limitation, etc. and has only there upon opted for such services, filled up and submitted the subscriber form and sign the Agreement.
- (ii) TAKE 1 JK MEDIA shall perform its obligations and do inspection under this agreement including collection of subscription charges, deposits, rents, either through its employees or through its authorised cable operator or any other authorised representative.
- (iii) The Subscriber hereby consents that the STB has been examined, inspected and demonstrated to him and is in good working condition to the satisfaction of the subscriber. No claim or objection shall hereafter be admissible against TAKE 1 JK MEDIA or its authorised cable operator as to quality & functioning of STB.
- (iv) In case of any change revision in the terms by TRAI (Telecom Regulatory Authority of India), the same shall become applicable to this agreement from the date of notification by TRAI.

3. THE SERVICE :

- (i) The service shall be based on the subscription request and provided to the subscriber subject to any regulatory/government control and intervention in respect of the service. (ii) The Subscriber shall be provided a SPE to enable the Subscriber access the service on the Terms & Conditions of this agreement including any modification alteration, additions, and substitution therein, from time to time. (iii) In case subscriber has not purchased the SPE, he/she/it hereby acknowledges and agrees that he/she/it shall not acquire right title and interest in the SPE and that the SPE shall be returned by the subscriber upon termination/determination hereof, and/or deactivation or temporary suspension of the service. However, VC shall always remain the sole property of TAKE 1 JK MEDIA. (iv) The Channels/ packages of Channels as per the prevalent scheme. (v) For change, addition, deletion, substitution, modification of the Subscriber Service, the Subscriber shall submit the request form together with the applicable process in fee/charges atleast 15 days in advance to enable procession of the same and be bound by the additional terms as may be applicable. Any change or withdrawal from the Subscriber Service shall not entitle the Subscriber to any refunds or adjustments money already paid, billed or to be billed under the additional terms. (v) a) The Subscriber is bound to pay at least one month charges/bill for the Subscriber Service with or without modification as stipulated above and he/she/it shall not be entitled for any refund/adjustment even if he/she/it opts out from such Service(s) before the expiry of one month. b) Notwithstanding anything mention in clause(A) above, where the subscriber has opted for a channel on ala-carte basis for a period less than three(3) months(herein after referred to as 'Lock-Period') of the price of the opted channel. The Subscriber shall be liable to pay price of opted channels for lock-in-period even if the opts out from such service or his service or deactivated in the terms of this agreement before the expiry of such Lock-in period. d) The Subscriber shall be responsible for safe custody of SPE and also of VC number & STB No. &/ or password provided by TAKE 1 JK MEDIA and shall be liable for the payment of Subscription charges/ entire billing amount pursuant provision of service(s) by TAKE 1 JK MEDIA as per Subscription request. e) TAKE 1 JK MEDIA make at its sole discretion continue to provide services for a period of 15 days or more, herein after referred to as 'Grace period' even after the due date of Subscription payment. In order to facilitate the Subscriber to make payment, however such Grace Period, if at all provided by TAKE 1 JK MEDIA shall not be construed as right of the Subscriber and in case of deactivation of service of the Subscriber due to payment default in Grace period, the Subscriber shall be liable to make the payment for the period during which he/she has availed the Services including the services availed during the Grace Period along with 12% interest per annum. (vii) The service quality, functionality, availability and / or reliability thereof may be effected for reasons beyond the control of TAKE 1 JK MEDIA. In such event, TAKE 1 JK MEDIA is entitled to, without any liability, refuse, limit, suspend, disconnect, deactivate and/or interrupt the Service in whole or in part at any time in its sole discretion with respect to on/all Subscriber(s) without any notice for any reasons and/or due various factors including but not limited to(a) applicable law and/or directives of any authority/court, b) transmission limitation/problems cause by topographical, geographical, atmospheric, hydrological, environmental condition, and /or mechanical conditions and/or such other factors /features /conditions, system(s) changes or capacity limitations for reasons of up gradation variations, installation, relocations, reappears operation and/or maintenance of systems/equipments of the service, c) the requirement to combat potential fraud, sabotage & willful destruction etc. d) for any legally made business purposes. e) On breach of any term of this agreement, f) force majeure circumstances, act of god. g) In compatibility with SPE h) any delay in payment of any dues by the Subscriber. In case of suspension / disconnection, etc. reconnection/reactivation may be effected by TAKE 1 JK MEDIA in its s discretion subject to its satisfaction and on such other/ further terms as TAKE 1 JK MEDIA may determine. viii)The service provided in term of this agreement shall be as prevalent in the market which can be changed at the sole discretion of TAKE 1 JK MEDIA ix) The SPE provided to Subscriber shall, at all times, remain the property of TAKE 1 MEDIA except in cases where STB has been purchased by the Subscriber. TAKE 1 JK MEDIA shall be not be liable for any incidental damage to the Subscriber or the Subscriber premises from the use of SPE. The Subscriber shall take proper care of SPE and ensure its maintenance in proper working conditions in all times. The SPE should not be given on loan/hire or transferred to any one else. x) In case, the SPE has been procured under a scheme in which the SPE was on security deposit basis, the refund of security devices shall be subject to return SPE in proper working condition and submission of original receipt duly stamped by TAKE 1 JK MEDIA at the above address provided the TAKE 1 JK MEDIA subscribed services continued till the time the refund of security deposit is claimed and there is no default in payment of applicable charges towards the services during the tenure of this agreement. xi) TAKE 1 JK MEDIA entitled to change, vary, add, with draw the subscribe services or part thereof and/o to vary the price relating there to, which shall be bin-ding on the Subscriber, and remains always subject to applicable law and /or directives of any authority and court. Request of any services in addition to existing Subscriber service shall be at extra costs of such other/further terms as are specified from time to time. xii) The Subscriber hereby acknowledge and agrees that depending upon different Subscriber Services chosen by various Subscriber(s), the prices and terms and conditions applicable there to may be different. xiii)TAKE 1 JK MEDIA shall be responsible for any defect(others than the defect due to any authorised or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instruction) in SPE or any equipment/accessories forming part of SPE during the warranty period. xiv) TAKE 1 JK MEDIA reserves absolute not to broadcast any channel if it is anti-national/ or against common 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 TAKE 1 JK MEDIA feels it is not in the interest of its viewers or society. xv) TAKE 1 JK MEDIA and /or its authorised cable operators are entitled to carry out the inspection of the subscriber premises to verify the compliance with/fulfilment of the conditions stated herein on the part of Subscriber and shall be entitled to take photograph, documents materials, equipments etc. as proof of violation of this agreement and/or infringement of any intellectual property rights of TAKE 1 JK MEDIA. The instances of piracy or violation of any intellectual property rights and/or unauthorised viewing of the Channels as detected against the Subscriber finger printing TAKE 1 JK MEDIA, for such detection shall be valid and accepted to and uncontested by the Subscriber. Subject to the applicable laws/rules/regulations for the time being in force, TAKE 1 JK MEDIA shall have rights to immediately disconnect the service, if a SPE reported to have been involved in piracy. TAKE 1 JK MEDIA shall have no liability whatsoever for disconnection of the services by the TAKE 1 JK MEDIA under the said regulation. xvi) This SAF provides option to the Subscriber to choose from various options to avail SPE from TAKE 1 JK MEDIA. xvii) In case the Subscription fee is not paid and SPE is not returned to TAKE 1 JK MEDIA, TAKE 1 JK MEDIA shall have the right to change amount of Rs 50/- (Rupees Fifty only) per month toward maintenance charge. xviii) Subscriber can procure an STB of approve quality (as specified by Bureau of Indian Standard) from any source provided the same shall be compatible with TAKE 1 JK MEDIA. xix) The STB shall be solely used for availing TAKE 1 JK MEDIA services and shall not to be used for availing services of any other cable television service provider. XX) The STB shall have only one year warranty from the date of installation at the Subscriber's premises.

4. OBLIGATIONS OF SUBSCRIBER :

- i) To deposit bills raised and payments thereof in such mode as may be notified from time to time, within the due dates of payments mentioned in the bills, either at the centres publicity informed and notified by TAKE 1 JK MEDIA for the collection of bills by way of depositing the billing amount in designated Bank Account, or by paying the same to the authorised persons/cable operators.
- ii) To use only such STB and apply such VC issued for such STB, as specified by TAKE 1 JK MEDIA, which are compatible with its network and registered in the name of the Subscriber.
- iii) To take proper care of STB/VC of TAKE 1 JK MEDIA and intimate immediately in writing to TAKE 1 JK MEDIA, in case of loss/misplacement of VC with or without STB. TAKE 1 JK MEDIA, shall thereafter, within reasonable time, deactivate the same.
- Subscriber shall continue to be liable for charges incurred on the said VC until it is so deactivated.
- iv) Not to use, either before or after the STB(except TV/PVD), any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by TAKE 1 JK MEDIA.
- v) To keep STB/VC in good working condition, repair, replaces STB from any agent or agencies authorized or nominated by TAKE 1 JK MEDIA.
- vi) Not to remove or shift STB/VC from the Subscribers premises, without written consent of TAKE 1 JK MEDIA.
- vii) Not to replace, sell, assign, pledge, mortgage, lend, under let, shift, remove, exchange, modify, alter, misuse or tamper with the STB including the seal/ see to prevent opening of STB) and VC. Any such act by the Subscriber shall be construed as willful and criminal omission and/or omission on the part of the subscriber in addition to breach of its obligation in this agreement.
- viii) To give all assistance, which TAKE 1 JK MEDIA may be reasonably expected to receive, in connection with this agreement.
- ix) Not to indulge in piracy or activities, which has effect of, or which shall result into infringement and violation of trade mark and copyright of TAKE 1 JK MEDIA broadcaster, transmitter or any other person associated with such transmission.
- x) Not to distribute or redistribute signals from Subscribers premises to any other person/ party under any circumstances without prior permission of TAKE 1 JK MEDIA.
- xi) Intimate TAKE 1 JK MEDIA within (2) days of receipt bill/ statement of subscription charge/charges, any discrepancies in billing.
- xii) Subscriber shall not be entitle or transfer or assign its obligation and liabilities mentioned herein to any other person/ party under any circumstances, without prior permission of TAKE 1 JK MEDIA.
- xiii) To deposit with TAKE 1 JK MEDIA, such amount as per the rental scheme opted by Subscribers interest free security deposit.
- xiv) To pay monthly rental charges/hire purchase charges to TAKE 1 JK MEDIA.
- xv) To return STB/VC to TAKE 1 JK MEDIA, on termination of this agreement, in good working condition.
- xvi) If the subscriber indulges (whether himself or in association with any other person), or cause any other person to indulge, in any offence pertaining to piracy (including infringement of any copyright, trademark, etc.) of any broadcaster or any other person TAKE 1 JK MEDIA shall have the right to deactivate the services of Subscriber, subject to applicable laws/rules/regulation for the time being in force and also have the right to terminate this agreement forthwith, such deactivation and the termination shall be in addition to the consequences and penalties elsewhere mentioned in this agreement.
- xvii) Any damage, loss, theft, or STB/VC etc. shall be on an account of the Subscriber and the Subscriber shall be liable to make good such damage, loss, theft etc. by paying the price of such STB/VC to TAKE 1 JK MEDIA.
- xviii) The agreement is personal to the Subscriber and right of the subscriber shall not be assignable or transferable by him in favour of a third party. Any transfer or assignment effected in contravention of the expressed provision contained herein shall not absolve the subscriber of its obligation/ liabilities.
- xix) Responsible for payment of all taxes, levies or charges, penalties, damage etc. imposed or any statute, for the time being in force.

5. LIMITATION OF LIABILITIES :

- i) It is expressly understood and agreed by the subscriber that TAKE 1 JK MEDIA shall not to have any obligation/liability whatsoever under this agreement, toward the subscriber on account of :- a) any defect in SPE(including STB/VC and/or VC) due to any unauthorized or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instructions of TAKE 1 JK MEDIA. b) any action or failure to act or default on the party of any supplier(s) of TAKE 1 JK MEDIA and/or its agent(s) or nominee(s). etc. c) any delay or failure in performance of this agreement caused by any reason or event beyond the reasonable control of TAKE 1 JK MEDIA d) any on direct or consequential loss even if resulting from or caused due to any default on the part of TAKE 1 JK MEDIA or any of its officers, employees, suppliers, distributors/franchisee agents or nominees. e) deactivation of Services in terms of the agreement. f) it is expressly agreed by the subscriber that TAKE 1 JK MEDIA has not offered or provided, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose and TAKE 1 JK MEDIA obligations with respect to the same except as set out in terms of this agreement. The Subscriber agrees that TAKE 1 JK MEDIA shall not be liable for any consequential, incidental, indirect, remote, economic punitive damage even if TAKE 1 JK MEDIA has been advised of the possibility of such damages. ii) The max. overall liability of TAKE 1 JK MEDIA in contract, tort or otherwise, shall be to return the payment amount received, after adjusting the changes due from the subscriber. In no event shall TAKE 1 JK MEDIA its Officers, Employees, Directors, Representatives and assignee be liable for any direct, indirect or consequential, damages, loss, costs and expenses of whatsoever nature.

6. NON PAYMENT OF CHARGES AND BILL :

- i) without prejudice to such rights and remedies that TAKE 1 JK MEDIA may have in law or under the provisions of this agreement which inter alia include rights to adjust the amount of security deposit against the arrears charges including subscription charges, rental for STBs, interest dues, if any, etc. in the event of any delay or failure by the subscriber to pay the charges including subscription charges, rental, interest, etc. in accordance with the provisions of this agreement, TAKE 1 JK MEDIA shall be entitled to deactivate the service and at its option terminate this agreement in accordance with TRAI Regulation and retake physical possession of the STB/VC and the subscriber shall not object to the retaking of possession of STB/VC by TAKE 1 JK MEDIA. On such termination, the subscriber shall immediately return the said STB/VC to Liable to pay pursuant to provisions of this agreement together with interest accrued thereon at the rate of twelve (12) percentage per annum from the date such amounts remain with the subscriber, till they are fully paid and b) further charges as may be decided by TAKE 1 JK MEDIA at its sole discretion.

7. DAMAGE(S) :

- i) in case the contravention or violation of any of the covenants or terms and conditions of this agreement, TAKE 1 JK MEDIA shall have the right to initiate appropriate legal/proceedings civil and/or criminal charges against the Subscriber.

8. TERMINATION OF THE AGREEMENT :

- i) Subject to the applicable laws/rules/Regulation of TRAI, this agreement shall automatically stand terminated on the occurrence of any of the following event or circumstances:- a) If the Subscriber breaches any obligation or covenant under the agreement or of any conditions under which the SPE was provided to the customer. b) if the Subscriber commits an act of bankruptcy or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver for the whole or a substantial part of his/her property or appointment of trustee or receiver without his/her consent or bankruptcy, recognition or insolvency proceedings instituted by or against the Subscriber voluntary or otherwise. c) if TAKE 1 JK MEDIA decides either suo motu or on the advice or request of an authorised cable operator, distributor, franchisee or other authorised persons of TAKE 1 JK MEDIA or bank/financial institution that has financed the SPE or on the advice of the insurance company or on the report submitted by an inspecting officer acting on behalf of TAKE 1 JK MEDIA to the effect that, Subscriber has violated ant Terms & Conditions of this Agreement to deactivate the services permanently. ii) Where the subscriber signifies his/its intention to discontinue the Service, the following shall have been complied with:- a) intention of the Subscriber shall be in writing and accompanied with the SPE. b) the subscriber shall have duly complied with all the Terms & Conditions of this Agreement and c) all the bills, damages, interest etc. shall be paid in full by the Subscriber. In case of termination of the agreement Subscriber shall surrender SPE to TAKE 1 JK MEDIA immediately without any delay. iii) Where this agreement has been terminated pursuant to this clause TAKE 1 JK MEDIA has the right to a) proceed to enforce and protect its rights or recovery any amount due and payable prior to termination and b) enforce its rights to recover damages costs and other relief to which it may be entitled under this Agreement and applicable laws.

9. EFFECT OF TERMINATION / EXPIRATION :

- i) Upon the termination of this Agreement save in this Agreement or by the operation of law, all rights granted to and obligations undertaken by the parties hereunder shall terminate immediately except (a) the Subscriber(s) obligation to pay all amounts of bill accrued hereunder upon or prior to the expiration or termination of this Agreement and such additional amounts as specified in this Agreement and b) Such other rights as may accrue to TAKE 1 JK MEDIA under this Agreement and/or under the laws of India. ii) The Subscriber shall forthwith surrender the SPE in a functional condition to TAKE 1 JK MEDIA. iii) The expiration or termination of this Agreement shall be without prejudice to the rights which have already accrued to the other parties under this Agreement.

10. INDEMNIFICATION :

- i) The Subscriber will indemnify and keep TAKE 1 JK MEDIA in deminfied against all claims, demands, actions, proceedings, losses, damages, recoveries, judgement , costs, charges and expenses which may be made or brought or commenced against TAKE 1 JK MEDIA or which TAKE 1 JK MEDIA may or may have to bear, pay or suffer, directly or indirectly due to any act, default or omission by the Subscriber.

11. DISPUTES RESOLUTION :

All Disputes will be settled in Jammu Jurisdiction.

12. 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 Jammu Court.

This Agreement constitutes the entire agreement between TAKE 1 JK MEDIA and the Subscriber and it shall be binding upon the parties and their respective assignees and executors.

THE SUBSCRIBER HAS READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS OF THIS AGREEMENT AND THE SAME IS ACCEPTED TO HIM COMPLETELY WITHOUT ANY LIMITATION.

Subscriber's Signature

Name of the Subscriber