

Instructions for filling the Application Form

- (1) To be filled by subscriber in CAPITAL LETTERS only. Use Black Ink
- (2) This form shall be rejected if incomplete or due to technical/operational non-feasibility to provide services.
- (3) This form is only for the purpose of capturing subscriber's details. Subscriber may be billed by the respective Operator.
- (4) Please write Application number and your name on the back of cheque.

Application No.

Operator Stamp

Residential ☐

Commercial ☐

For Office Use Only

Account No. :

M Q I D - 1

Date of receipt

D D M M Y Y Y Y

Subscriber Details

☐ Mr. ☐ Ms. ☐ M/S.
 Name :
 Contact Person's Name :
 (non-individual customer only) ☐ Mr. ☐ Ms.
 Installation Address :
 State :
 Tel.No. :
 (with STD code)
 E-mail :
 Address Proof :
 (any one) ☐ Aadhaar Card ☐ Elec./ Gas Bill ☐ Tel. Bill ☐ Passport ☐ Bank Statement ☐ Voter ID ☐ Ration Card ☐ Lease Agmt./ Society Letter ☐ Driving License ☐ Others
 Aadhar Card No. :

Package Details

Bouquet/Package opted : As per Annexure attached herewith Ala-carte Channel(s) opted: As per Annexure attached herewith

Lock-in period: (if any)

Set Top Box Details

STB NO.
 Type of Set Top Box : MPEG2 MPEG4
 Standard Definition High Definition
 Annual Maintenance Contract : YES NO

Selected Customer Premise Equipment (CPE) Scheme

Outright Purchase Scheme Rental Scheme (*Tick the selected option)
 [*STB warranty is provided for 12 months, in case of outright purchase of STB and for 3 years, in case of STB taken on rental scheme. Default scheme is rental scheme.]

Payment Details

1. Network Capacity Fee (NCF):
2. NCF for each additional cluster of 25 SD Channels:
3. STB Retail Price/STB rent (as applicable): Rs.
4. STB Security Deposit (if on rent): Rs.
5. STB activation charges: Rs. 100/-
6. Installation charges: Rs. 350/-
7. Subscription amount to be paid: Rs. (refer to Package Details)
8. Total amount paid (total of 1 to 7, as applicable): Rs. (incl. taxes)
9. Selected Payment Model: Prepaid Post-Paid (*GST as applicable)

Payment Mode : Cheque DD Cash Others: (please specify)
 If Payment Made Through Cheque/DD No. : Cheque/DD Date : *Cheque is subject to realization
 Drawn on Bank

Subscriber's Declaration

I have read, understood & accepted the terms & conditions mentioned overleaf/attached covering subscription and Set Top Box Agreement which forms as integral part of this CAF and undertake to comply with them, and acknowledge that channel(s), package(s) 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 Sign.

Customer Care Centre Details : Toll Free customer care number: 1800-419-0419 Customer Care Centre number (Toll): 9727633 633
 Customer Care Email id: digitaltvsupport@gtpl.net Website: www.gtpl.net

Distributor Related Information: Cable Operator Details (if applicable):

Name :
 Address :
 Contact :

GTPL Hathway Limited Contact Details:

Contact person's Name :
 GTPL Hathway Limited GTPL House, Sindhu Bhavan Road, Bodakdev, Ahmedabad - 380059 Mobile :
 DAS License No. 9/587/2015 GST Reg. No. 24AACCG6676M1Z5 TIN No. 24070203735 Contact Person : Nodal Officer - +91 8141766644

Acknowledgement for Application (Please retain this counterfoil for your records.)

We acknowledge the receipt of payment of Rs. vide Cheque/DD No./Cash from
 Towards the STB scheme charges & package subscription charges as opted by subscriber.

Date

Application No.

Service Provider's Sign. & Stamp

Terms and Conditions

- 1. Subscriber Agreement**
the terms and condition herein contained shall constitute a legally valid and subsisting agreement between GTPL Hathway Limited ("GTPL") and the subscriber and their respective assignees, heirs/executors/administrators, as the case maybe for availing cable TV services either directly and/or through its linked local cable operator.
- 2. Definitions**
 - i. Addressable system means an electronic device (which includes hardware and its associated software) or more than one electronics device put in an integrated system through which transmission of programmes including retransmission of signals of television channels can be done in encrypted form, which can be the device at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels.
 - ii. Broadcaster means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name downlinking permission of its channels, from the control government, is providing programming services.
 - iii. Company means GTPL Hathway Limited (GTPL).
 - iv. Cable TV Service means the transmission of programmes including retransmission of signals of television channels through cables and set top box.
 - v. Cable Television Network or Cable TV network means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
 - vi. Customer Premise Equipment or CPE means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, Set top box, remote control for set top box, or any other equipment which may be necessary to receive broadcasting service related to television. Commercial purpose' shall stand as a purpose wherein Cable Television Service is not being used for private usage and has not been deployed at a residential premise.
 - vii. Local cable operator (LCO) means a person registered under rule 5 of the cable television network rules, 1994. Commercial premise' shall mean a premise wherein any business/ commercial activity is being conducted in a lawful manner and is not a residential premise wherein Cable TV Service is being used for private usage.
 - viii. Free to air channel or FTA channel means a channel which is declared as such by the broadcaster and for which no fees is to be paid by the distributor of television channels to the broadcaster for signals of such channel.
 - ix. Pay channel means a channel which is declared as such by the broadcaster and for which an share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers.
 - x. Set Top Box (STB) means a device, which is connected to, or is part of a television and which allow a subscriber to receive subscribed channels.
 - xi. Subscriber means a person who receives the signal of GTPL at a place indicated by him to GTPL or its linked cable operator without further transmitting it to any other person;
 - xii. Subscriber request means the channel(s) and/or package(s) of channels selected by the subscriber by filing the requisite CAF manually or through any electronic mode or any modification/amendments made therein from time to time.
 - xiii. You means the subscriber.
- 3. Term:**
 - i) This Agreement commences upon installation of STB and activation of Cable TV Service to the subscriber and shall remain in force, subject to applicable terms based on the subscriber's request.
 - ii) This subscriber shall fill in the CAF and its acknowledgement slip and submit it to the LCO. GTPL reserves the right to reject the CAF and not provide its cable television services to You.
 - iii) In case of technical or operational non-feasibility at the location requested by the subscriber, the company or its LCO will inform the subscriber the reasons for the same at the earliest but no later than the timeline prescribed under the regulatory framework.
- 4. Provision of Service:**
 - i) All the terms and condition, contained herein, shall be subject to the regulation, and notification and directions as may be issued by the Telecom Regulatory Authority of the India, from time to time. ii) The subscriber shall have the option to select any package/bouquet of channels or a-la-carte channels, as and when offered by the Service Provider (Company/Broadcaster). iii) Each STB purchased by the subscriber comes with a warranty of 12 months. During the warranty period no repair and maintenance charges are payable by the subscriber, provided that the STB has been used in normal working conditions and is not tampered with or damaged due to negligence of the subscriber, there is no warranty applicable to any of the CPEs, other than STB. After the expiry of the warranty period, repairs to the STB would have to be paid for by the subscriber. Alternatively, the subscriber can opt for the optional annual maintenance contract (AMC), the charges for the same will be applicable as per the prevalent rate as declared in the website. Under this AMC, the subscriber will be provided a standby STB and no repair charges would have to be paid for the STB provided that the STB has been used under normal working conditions and is not damaged due to negligence of the subscriber. iv) Any changes in the tariffs, rates & government taxes/duties, as may be payable by the subscriber and as applicable from time to time, for the respective services, will be duly informed to the subscriber by the company by making some available on the company's official website and in such other manner as may be required under the law. v) Composition of channels in any package that the subscriber has opted for, cannot be altered/changed within the lock-in-period declared by us on our website. vi) Neither the company nor its LCO shall disconnect a subscriber without giving 15 days' written notice. However, this will not apply if the subscriber is found to be unauthorized or indulging in piracy. vii) The Cable Services and the license to use the CPE shall be for personal viewing of the subscriber(s) and for his family members only unless the same is installed at commercial premise. viii) No assignment of any CPE shall be valid. ix) Subscriber shall not allow public viewing of the channel(s) or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of the cable services and the subscriber shall also be liable to pay damages (both direct as well as incidental) suffered, if any unless the same is installed at commercial premise. x) The Subscriber acknowledges that the STB has been merely licensed to the subscriber by the company to avail the signals of channels for one TV set only and that he/she understands and accepts that any unauthorized relay or retransmission of the signal will constitute infringement of copyright of the content provides/owners/licensors thereof and will in addition to the termination of cable service, attract civil and/or criminal liability under the law. xi) The Subscriber acknowledges and understands that the activation of Cable TV Service shall always be subject to receipt of applicable subscription fees by the Company from the Subscriber.
- 5. Subscriber Obligations:**
 - i) The subscriber hereby agrees to allow the authorized representatives of the LCO/the Company to enter the installation Address for inspection, installation, removal, replacement and repossession of the CPE under the Terms hereof. This clause survives the termination until the dues are paid and the STB, along with any other CPE, owned by the Company are returned to the Company in satisfactory working condition. ii) The Subscriber shall ensure the safety and security of the CPE from unauthorized use, theft, misuse, damages, loss etc. iii) The Subscriber undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the CPE or to add or remove any seal, brand, logo, information, etc. which affects or may affect the integrity/functionality/identity of the CPE or otherwise remove or replace any part thereof. iv) The Subscriber undertakes not to do or allow any act or things to be done as a result of which the right of the LCO/the Company in relation to the Cable Service and/or the CPE or of the Broadcasters 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. v) The Subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the CPE which is not owned by the Subscriber. vi) The Subscriber shall ensure prompt payment of all the bills within the due date(s) as mentioned in the bill. Billing complaints/dispute if any, will be resolved within 7 days from the date of receipt of the complaint and refund, if any, shall be made within 30 days.
- 6. Termination of Service:**

Notwithstanding the aforesaid, the Cable Service shall be liable to be terminated or suspended at the sole option of the Company either wholly or partly, upon occurrence of any the following events i.e.

 - (a) If the subscriber commits a payment default;
 - (b) In case of breach of any of the Terms of this Agreement by the Subscriber;
 - (c) If the Subscriber is declared bankrupt, or insolvency proceedings have been initiated against the Subscriber;
 - (d) 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, notification, directions and Regulations of any statutory or regulatory bodies;

The Cable Services 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.
- 7. Company's Obligation:**

Company's sole obligation in the event of interruption of services by any of the means shall be to use all reasonable endeavours to restore the services as soon as reasonably possible. Please visit www.gtpl.net for detailed obligations.

 1. The Company shall not be liable to the Subscriber for any acts or omissions attributable to the Subscriber.
 2. The Company is not responsible
 - a. For any consequential or indirect damage or loss in relation to the Cable Service/Plan
 - b. If the Cable Service/Plan is suspended due to force majeure event
 3. The Company shall not be liable to the Subscriber for any bona fide action, including suspension and /or deactivation, taken by the Company to protect the intellectual property rights of any third party and/or to check other unlawful activities in relation to the service, even if such action is based on information which may later prove to be incorrect.
 4. The company will endeavour at all times to maintain an adequate and reasonable quality of the service, as prescribed in the regulations formulated by TRAI. It is agreed and understood by the Subscriber that the availability and quality of service may be affected by factors outside the Company's control such as physical obstructions, geographic weather conditions and other causes of electronic/electrical interference or faults in other telecommunication networks or availability of poles to which the Company's network is connected or on which the Company's network is built-up and the Company shall not be liable for any consequences arising thereof, including but not limited to, damage to the Subscriber's television or devices of any type connected to it or any other property.
 5. The Company makes no representation or warranties as to the continuity or availability or quality of the Cable Service.
- 8. Limitation of Liability:**

LCO and the Company 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 Cable Service/Plan or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Service/Plan or for any 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 or the Company 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.
- 9. Indemnity:**

The Subscriber hereby indemnifies and holds harmless the LCO and the Company from all the loss, claim, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) arising due to use/misuse of the Cable Service or for non-observance of the Terms and Conditions contained herein by the Subscriber.
- 10. Jurisdiction:**

All disputes and differences with respect to these Terms between the Subscriber and the Company or the LCO shall be subject to the jurisdiction of the courts at Ahmedabad.
- 11. The terms and conditions of this CAF are subject to the provisions of the applicable regulatory framework. The Subscriber agrees and acknowledges that in the event of any discrepancy between the terms and conditions of this CAF and the provisions of the regulatory framework; the provisions of the regulatory framework shall supersede and prevail over the T&Cs of this CAF.**

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

Subscriber's Signature

Name of Subscriber

Date

GTPL Hathway Limited

202, 2nd Floor, Sahajanand Shopping Center, Opp. Swaminarayan Mandir, Shahibaug, Ahmedabad-380 004. Call us : 9727633633

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GTPL Hathway Limited

Corporate Office : GTPL House, Sindhu Bhavan Road, Bodakdev, Ahmedabad – 380059. Call us : 9727633633, 1800-419-0419(toll free) Mail us : digitaltvsupport@gtpl.net Web : www.gtpl.net

Registered Office : 202, 2nd Floor, Sahajanand Shopping Center, Opp. Swaminarayan Mandir, Shahibaug, Ahmedabad-380 004.

Note: This form is only for the purpose of capturing customer's details. Customer will be billed by the respective Service Provider.

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