

STB &amp; view card sticker

## Consumer Application Form कंज्यूमर एप्लीकेशन फॉर्म

To be filled in block letters, please use ballpoint pen while filling to ensure the impression on all copies is clear. Questions in red are mandatory.

### Information to activate your services आपकी सेवाएं एक्टिवेट करने के लिए जानकारी

1. **Customer ID** कस्टमर आई डी (To be filled by Airtel Service Engineer) (एयरटेल सर्विस इंजीनियर द्वारा भरा जाएगा) \_\_\_\_\_

2. **Type of STB/Subscription** STB/सब्सक्रिप्शन का प्रकार  
 Standard स्टैंडर्ड  HD एच डी  Xstream Box एक्सस्ट्रीम बॉक्स  CAM सी ए स्लम  
 1<sup>st</sup> TV Subscription 1ला टीवी सब्सक्रिप्शन  2<sup>nd</sup> TV Subscription 2रा टीवी सब्सक्रिप्शन  3<sup>rd</sup> TV Subscription 3रा टीवी सब्सक्रिप्शन  4<sup>th</sup> TV Subscription 4था टीवी सब्सक्रिप्शन

3. **Your Name** आपका नाम  
 Mr./Ms/Dr. श्री/सुश्री/डॉ. \_\_\_\_\_  
 First Name प्रथम नाम \_\_\_\_\_ Middle Name उपनाम \_\_\_\_\_ Last Name कुलनाम \_\_\_\_\_

4. **Date of Birth** जन्म दिन D D M M Y Y 5. **Gender** लिंग  M पुरुष  F स्त्री  Others अन्य 6. **Nationality** राष्ट्रियता \_\_\_\_\_

7. **Installation Address** इंस्टालेशन पता  
 City/Village/PO शहर/गांव/डाकघर \_\_\_\_\_ State प्रदेश \_\_\_\_\_  
 Pin पिन \_\_\_\_\_ Landmark पहचान चिह्न \_\_\_\_\_  
 Owned अपना  Rented किराए पर

8. **Contact Details** संपर्क का विवरण  
 Mobile\* मोबाइल \_\_\_\_\_ Alternate Contact Number वैकल्पिक संपर्क नंबर \_\_\_\_\_ (STD Code/एस टी डी कोड)  
 \*Registered Telephone Number is the landline or mobile number that you can call from in order to be recognised by our Customer Care.  
 रजिस्टर्ड टेलीफोन नंबर आपका वह लैंडलाइन या मोबाइल नंबर है जिससे आप फोन कर सकते हैं ताकि हमारी ग्राहक सेवा आपकी पहचान कर सके

9. **Email** ईमेल \_\_\_\_\_

10. **If you are a Foreign National** अगर आप विदेशी नागरिक हैं Passport No. पासपोर्ट नंबर \_\_\_\_\_ Valid up to वैधता अवधि D D M M Y Y  
 दिन महीना साल

11. **Aadhaar Number** आधार नंबर \_\_\_\_\_

### Package details

12. **Package Name** पैकेज का नाम \_\_\_\_\_ It is must for the customer to choose/create packs/bouquets/channels as per choice, as a pre-requisite for activation of service.  
 ग्राहक को सेवा के सक्रियण के लिए पूर्व-आवश्यकता के अनुसार पैक/बुकेट्स/चैनल का चयन करना/चुनना आवश्यक है।

13. **Package Code** पैकेज का कोड \_\_\_\_\_

14. **Duration of Lock in period** \_\_\_\_\_

15. **Type of Subscription** Monthly  6M  12M  others \_\_\_\_\_

16. **Mode of Payment** Prepaid  Postpaid

17. **NCF** Upto 200 SD Ch  More than 200 SD Ch  Multi  2 SD = 1 HD Ch

18. **Name of Alacarte Channel/Broadcaster Bouquet** \_\_\_\_\_

19. **FTA Channels** Yes  No

### CPE related information

20. **Scheme opted** Outright Purchase \_\_\_\_\_ or Rental Scheme \_\_\_\_\_

21. **Refundable Security Deposit for CPE (if any)** \_\_\_\_\_

22. **Warranty/AMC** \_\_\_\_\_

23. **Activation Fee** \_\_\_\_\_

24. **Installation Fee** \_\_\_\_\_

25. **Total Amount Paid** \_\_\_\_\_

26. **Refundable Security Deposit (If any)** \_\_\_\_\_

27. **Total Amount to be Paid by Customer** \_\_\_\_\_

I have read and understood the terms and conditions mentioned overleaf and/or appended with this form and unconditionally accept them as binding on me. I have also understood the rates, tariffs, Airtel's ownership in respect of Airtel Equipment and other related conditions for using airtel's DTH service applicable as on date and as may be amended from time to time. I further declare and undertake that the above information provided by me is true and correct in all respect and confirm that the installation and service is satisfactory.

इस फॉर्म के पीछे लिखे और/वा साथ इसके साथ नक्की किए गए नियमों व शर्तों को मैंने पढ़ लिया है और उन्हें बिना शर्त स्वरूप पर बाध्यकारी स्वीकार करता हूँ, उस तिथि पर लागू और समय-समय पर संशोधित होने वाली एयरटेल की DTH सेवा सेवा के प्रयोग करने पर लागू होने वाली दरों, शुल्कों, एयरटेल उपकरणों पर एयरटेल के स्वामित्व और अन्य संबंधित शर्तों को भी मैंने समझ लिया है, मैं यह भी घोषणा करता हूँ और मानता हूँ कि मेरे द्वारा ऊपर दी गई सारी जानकारी सच्ची और हर तरह से सही है और यह पुष्टि करता हूँ कि इंस्टालेशन व सेवा संतोषजनक है।

Date: तिथि D D M M Y Y  
 दिन महीना साल

Signature of the applicant  
आवेदक के हस्ताक्षर

### Multi Dwelling Unit (MDU)

MULTI DWELLING UNIT (MDU) consent (Applicable only to customers living in MDU)  
 I consent to obtain the DTH Service of airtel through MDU arrangement. मल्टी ड्वेलिंग यूनिट (MDU) सहमति (केवल MDU में रहने वाले ग्राहकों पर लागू)  
 मैं MDU व्यवस्था के माध्यम से एयरटेल की डी टी एच सेवा को प्राप्त करने की सहमति देता हूँ, \_\_\_\_\_

Date: तिथि D D M M Y Y  
 दिन महीना साल

Signature of the applicant  
आवेदक के हस्ताक्षर

### Declaration घोषणा - To be filled by the service partner सर्विस पार्टनर द्वारा भरा जाएगा

Category श्रेणी  SF  SSD  Distributor वितरक  DSA

"I/We hereby undertake that the relationship form from the aforementioned customer is correctly and completely filled. I/We undertake and confirm that the activation of the view card is done only after I/We have duly verified the Name, DOB, Address & RTN of the customer  
 मैं/हम एयरटेल द्वारा आवश्यकता देता हूँ/देते हैं कि पूर्वकथित ग्राहक से प्राप्त रिलेशनशिप फॉर्म ठीक और पूरा-पूरा भरा गया है, मैं/हम आवश्यकता देता हूँ/देते हैं और पुष्टि करता हूँ/करते हैं कि व्यू कार्ड को तब ही एक्टिवेट किया जाएगा जब मैं/हम ग्राहक के नाम, जन्मतिथि, पते और RTN को पूरी तरह सत्यापित कर लूँगा/लेंगे।"

Name signature and stamp of Service Partner: सर्विस पार्टनर का नाम, हस्ताक्षर और मोहर

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Stamp & ACE code No: \_\_\_\_\_  
 तिथि समय मुहर एवं ACE कोड नंबर:

Name signature and stamp of the Dealer: डीलर का नाम, हस्ताक्षर एवं मुहर

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Stamp & ACE code No: \_\_\_\_\_  
 तिथि समय मुहर एवं ACE कोड नंबर:

### For airtel use only

28. **Segment Type**  Business  Consumer

29. **Segment Class**  Individual  SMB  Corporate  Demo Others (Please specify) \_\_\_\_\_

I/We hereby confirm, to have seen the customer and duly verified all the signatures, details and documents given by him in the relationship form.

FSE Name \_\_\_\_\_ Code \_\_\_\_\_

Control No. \_\_\_\_\_

Signature of service executive

### Bharti Telemedia Limited

Registered Office : Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi-110070. Website: www.airtel.in/digital-tv/  
 Communication Address : Bharti Telemedia Limited, Plot No. 16, Udyog Vihar Phase IV, Gurgaon - 122001, Haryana, India  
 Customer Care : 1800 102 8080 or 12150 (toll-free from your airtel mobile) or 020 4018 1400 or digitaltv@airtel.in

**Terms and conditions on which the customer agrees to avail DTH service of Airtel, provisioning of Airtel equipment and installation thereof for effective receipt and enjoyment of service.**

Words and expressions defined here-under shall carry the special meaning ascribed to it, unless the context demands a different construction:

**1. Definitions:-**

"Airtel" means Bharti Telemedia Limited;

"Airtel live" includes the Value Added Services (VAS) provided by Airtel including but not limited to movies or devotional content or games or any other content that may be accessed by the customer from time to time on payment of prescribed charges;

"Airtel Equipment" means equipment provided by Airtel to the customer as extension of Airtel network to Customer's premise and includes any model Set Top Box, Remote Control Unit, dish, LNBF, connector, cable and viewing card.

"Activation charges" or "One time charges" means the charges payable by the customer for activation of DTH services and includes charges for creation of Customer account, facilitation through call center; provision of services at the head end, etc.

"Airtel Xstream Box" is a hybrid STB having functionality to access non-linear content through internet in addition to having HD reception facility.

"A-la-carte" or "a-la-carte channel" with reference to offering of a television channel means offering the channel individually on a standalone basis

"bouquet" or "bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;

"CAF" or "Consumer Application Form" means the form that has to be filled-up by any person for becoming a customer and it includes these terms and conditions;

"Commercial establishment" means any premises wherein any trade, business or any work in connection with, or incidental or ancillary thereto, is carried on and includes a society registered under the Societies Registration Act, 1860 (21 of 1860), and charitable or other trust, whether registered or not, which carries on any business, trade or work in connection with, or incidental or ancillary thereto, journalistic, printing and publishing establishments, educational, healthcare or other institutions run for private gain, theatres, cinemas, restaurants, eating houses, pubs, bars, residential hotels, malls, airport lounges, clubs or other places of public amusements or entertainment";

"Commercial subscriber" means any person who receives broadcasting services or cable services at a place indicated by him to a cable operator or multi system operator or direct to home operator or head end in the sky operator or Internet Protocol television service provider, as the case may be, and uses such services for the benefit of his clients, customers, members or any other class or group of persons having access to his commercial establishment

"Customer" means any person who is legally competent to contract and agrees to avail the service on the terms and conditions contained here-in for availing the service for domestic purposes;

"Customer account" means customer's account with Airtel for carrying out all transactions;

"Customer ID" is the unique identification number issued by Airtel to the customer for accessing customer account and availing of service at the installation address;

"Day" shall mean 24 hour period commencing from 00.00 hours and ending at 11.59 p.m.;

"A Month" shall comprise of a 30 day period and will start from the date of activation of customer's services (irrespective of Calendar Month) on Airtel's DTH platform

"One Year period" shall constitute 360 Days which period shall be reckoned from the date of activation of customer services on Airtel's DTH platform.

"Direct To Home service" or "DTH service" means re-transmission of signals of television channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as local cable operator or any other distributor of television channels;

"Distributor Retail Price" or "DRP" for the purpose of these regulations, means the price, excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;

"Direct To Home operator" or "DTH operator" means any Airtel who has been granted licence by the Central Government to provide direct to home (DTH) service;

"Domestic purpose" means use of service for personal purpose or home viewing other than commercial viewing and shall exclude any use by Commercial subscriber or use in Commercial establishment;

"Free-to-air channel" or "free-to-air television channel" (FTA) means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel

"HD" means High Definition

"SD" means Standard Definition

"DVR" means a STB having personal video recording functionality with or without HD functionality;

"digital TV HD" means a STB having HD reception functionality;

"Grace period" means any period specified by Airtel from time to time, commencing from the time the account balance in the customer account of any customer dropping below the minimum balance, where customer may be allowed to avail the service for giving an opportunity to recharge the customer account;

"Installation address" means the residential address delineated in the CAF by the customer for installation of Airtel equipment for receiving service;

"Minimum balance" means one day of subscription charges for the package selected by the customer and any other charges payable by the customer;

"Multi Dwelling Unit" or "MDU" means any building with 4 or more floors, with a minimum of one premise in each floor, will be called a MDU;

"Multi Room Subscription" means a facility made available by Airtel, on the request of any customer, to have more than one STB on the same customer ID, but up to a maximum of 4 STBs and this facility shall be made available by Airtel only on the same installation address;

"Network Capacity Fee" (NCF) means the amount, excluding taxes, payable by a subscriber to the distributor of television channels for distribution network capacity subscribed by that subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be;

"Outright Purchase Scheme" means the scheme where the ownership of Airtel Equipment rests with the customer and has a warranty of one (1) Year from the date of Purchase.

"Pay channel" means a channel which is declared as such by the broadcaster and for which a 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;

"Registered Telephone Number" means the phone number/s specified by the customer in the CAF to be his/her registered telephone number for facilitating Airtel's call centre to recognize him/her;

"Recharge Voucher" means a mechanism for collection of money towards the rendering of service in accordance with Airtel's Scheme opted by Customer and the TRAI regulations, as amended from time to time;

"Rental Scheme" means the scheme, where the ownership of Airtel Equipment rests with Airtel Digital TV, for this a non-refundable rental charged from customer for a period of 6 Months and Airtel Digital TV would service CPE for 1 year from the date of purchase.

"Service" means DTH service of Airtel, where the customer is permitted as per the authorization to view TV channels as per the package/s or channels availed by the customer, to use/view Airtel live and it may include provision of DVR or digital tv HD functionality; if availed by the Customer.

"Set-Top-Box" or "STB" means Set-Top-Box authorized by Airtel including a DVR or digital TV HD or Airtel Xstream Box, wherever applicable and is a device which, is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;

"Subscription charges" means the payment due from the customer to Airtel for receiving the service;

"View card" means the card provided by Airtel, to be inserted only inside STB, provided by Airtel for activation and also for continued access of service;

"Work order" means any form signed by the customer in connection with the installation.

**2. Preliminary conditions:-**

2.1 Airtel will activate the DTH service ("Service/s") only after the customer has duly filled up the CAF, work order and has paid all the subscription charges, installation charge and one time charge for on boarding the customer.

2.2 Airtel reserves the right to reject any CAF without assigning any reason for such rejection.

2.3 The duly signed and filled-up CAF submitted to Airtel shall be deemed acknowledgment by the customer that he/she has read and understood the terms and conditions.

2.4 Customer agrees and confirms that the Service shall be provided at the installation address mentioned in the CAF and in the event of the customer relocating from the installation address; customer shall inform Airtel of such relocation. Installation at the new address shall be done only by the engineer authorized by Airtel, on payment of prescribed charges, subject to the fact that the new installation address is technically and operationally a feasible area. Airtel shall be entitled to charge applicable charges from the Customer for attending to a relocation request.

2.5 Customer confirms that all actions taken by his/her authorized representative shall be final and binding on him/her and he/she will not challenge the authority of his/her authorized representative at any point of time.

2.6 Customer shall ensure the information provided in CAF is correct and accurate in all material respects and shall promptly notify Airtel of any change thereto.

2.7 Airtel may reject any CAF which is incomplete.

2.8 Airtel may not be able to provide Service if the place where installation is requested by the customer is technically and/or operationally a non-feasible area.

2.9 Services will be provided within a reasonable time, as specified in TRAI Regulations, on receipt of duly completed CAF and applicable charges.

2.10 Customer confirms and undertakes that he/she will fully abide by Indian Copyright Act and as amended from time to time. Customer will not indulge in pilferage/copying of content etc as it is prohibited by the law. In the event of violation, civil or criminal action may be instituted for damages etc.

2.11 Service quality, functionality, availability, reliability may be affected and/or Airtel is entitled to, without incurring any liability, refuse, limit, suspend, vary, disconnect, interrupt the Services, in whole or in part, at any time in its sole discretion with respect to any /all customer, without any notice or reasons.

**3. Term:-**

The terms and conditions contained here-in and relationship with the customer shall commence on activation of Service by Airtel, pursuant to the acceptance by Airtel of the CAF duly filled, signed and submitted by the customer and shall remain valid till the relationship is determined by any of the parties.

**4. Scope of Service:-**

4.1 Airtel will provide Service in accordance with the law.

4.2 Service of Airtel shall be used only for domestic purposes and it shall neither be used for commercial purpose nor to be availed/received by commercial establishment. Customer understands DVR, Airtel Xstream Box and digital TV HD functionality shall be used only for private and domestic use.

4.3 Service shall not be used in a place open to general public or accessed in a public place or be used for uses other than Domestic purpose .

4.4 Service of Airtel shall not be accessed outside the installation address and the installation address shall be only in India.

4.5 Airtel or its employees or its authorized agent shall be entitled to enter and inspect the installation address of the customer, where the service is being availed, to ensure that the customer is not violating the terms and conditions contained herein and also to ensure that there is no violation of its/any third parties' Intellectual Property Rights (IPR). In case on such inspection it is found that the customer is indulging in any act or omission which amounts to violation of the terms and conditions contained herein or IPR, Airtel or its employee or agent shall be entitled to take photograph or video-graph such violation or any other measure necessary for recording such violation.

4.6 Nothing contained herein shall be deemed to grant the customer either directly or by implication, any right, by license or otherwise, in respect of any Intellectual Property, including in any software, concepts, know-how, processes, development tools, techniques or any other proprietary material or information that it may provide the customer in the course of provision of Service.

**5. Channels/Plan/Bouquet /Package etc. for Services:-**

5.1 Customer acknowledges that Airtel provides the Customers, the right to choose its channel/plan/package/bouquet or may opt for the basic tier as per the discretion / choice of the customer.

5.2 The Customer can choose from the channels/ Bouquets etc. available on the Airtel's DTH platform and send request to Airtel for subscription to channels/Bouquets of their choice. .

5.2 Airtel may, on its sole discretion, create various Distributors package(s)/bouquets with a corresponding DRP. The Customer may select the bouquets/packages curated /offered by Airtel as Distributor.

5.3 Customer may select, de-select a channel or a package/bouquet at any time. The a-la-channel/package/Bouquet will be activated/deactivated on the specific STBs for which the Customer has placed the request and appropriate amount will be debited from the customer account for activating such channel/bouquet on either all or any of the STBs as may be decided by the customer subject to policy of Airtel from time to time...

5.4 Customer understands and agrees that the customer is liable to pay all charges applicable for subscribing to any a-la-carte channel/Bouquet/VAS including NCF, DRP and content charges etc. applicable for such channel/bouquet /VAS in due compliance with the TRAI regulations and/or prescribed by Airtel.

5.5 Customer can chose or customize a plan/package for each of the Multi-room connections availed by him/her.

5.6 Customer confirms that Airtel reserves the right to change, modify, amend, add or withdraw any a-la-carte Channel/bouquets/package/s or any channel/s forming part of any package at any time as per law.

5.7 Airtel also reserves the right to revise the charges including DRP, NCF etc as permitted by the regulations at any point of time and the Customer shall pay the revised rates on intimation of such revision.

5.8 The tariff of the a-la-carte channels/Bouquets/ packages is dependant on and decided basis the tariff declared by the broadcasters at the time it is presented to the customer and is subject to change from time to time as and when Broadcasters change the price. In case of any change in these arrangements, such changes and their corresponding charges, if any, shall be binding upon the customer. Customer is aware of the fact that channels are procured from third parties and it is beyond the control of Airtel. Airtel does not assure continued availability of any a-la-channel/s or package/s or Bouquets. Due to circumstances beyond the control of Airtel, Airtel may have to withdraw any channel/s from any package or the entire package/s, without incurring any liability towards the customer.

In the unlikely event of any channel being withdrawn or the entire package/s is/are dropped from the existing subscribed package/s, the customer will be offered a new package/s at the same rate or revised rate.

The customer can either chose a-la-carte channel/Bouquet available or makes their own bouquet as per their choice.

5.9 Airtel may at any time with or without notice, without incurring any liability, withdraw any channel or content of any channel/s or programme/s or any package or the entire Service on the following eventuality:-

- in the interest of national security; or
- in public interest; or
- if required by law; or
- if the content affects the sentiments of any religion or caste or sector is obscene, offensive or defamatory or enrages the public sentiment or constitutes an unfair trade practice or violates any other legislation or policy for the time being in force or is made to give negative publicity of Airtel or any other product.

5.10 There may be some channels that are offered on a complementary basis in your package from time to time. The details of the same are available on the website or can be enquired via customer care. Please note that Airtel reserves the right to add or remove any of these channels from the pack without any notice/refund.

#### 6. Installation:-

6.1 Installation shall be done at a mutually convenient time. For installation customer shall call Airtel's call centre and fix up a time that is mutually convenient for installation. Customer, before the scheduled date and time of installation shall have obtained necessary permission/s and/or authorization required for installation including but not limited to necessary access to third party property or common areas. Customer shall ensure that there is no objection for carrying out installation from any person. Customer shall ensure that installation is done in a peaceful manner.

6.2 Airtel or its agents shall not be liable for breach of peace or loss or damage to any property of any person or injury or death to any third party or to any person because of any dispute during installation between such parties. It shall be the sole obligation of the customer or his authorized representative to provide and maintain congenial and peaceful atmosphere for installation.

6.3 Customer shall ensure that the place where the installation is to be done is safe and does not pose any threat or danger to life or limb of Airtel's employee/s or its agent.

6.4 In case the customer is a resident of MDU, then customer shall give or arrange for the prescribed consent for availing Service through MDU system and shall also obtain necessary permission from the society.

6.5 Customer confirms and agrees to pay to Airtel for all the Services including but not limited to the channels/bouquets/other services subscribed and/or availed by the Customers as per Airtel's rate card including but limited to installation charges, activation charges and charges for any Service call made by its engineer for any work connected with the installation or for any other support and Airtel may deduct such charges from the customer account and/or such charges may be payable in cash to the engineer at the time of his visit

6.6 Customer confirms and agrees for carrying out minor works as desired by Airtel's engineer at his/her own expense at the installation address for the purpose of cabling and wiring. Minor work or inter-alia would include drilling etc., as may be required to complete the installation.

6.7 If incidentally any third party services and/or materials are required for carrying out installation, it shall be borne by the customer. Third party services means plumber, carpenter or electrician etc. as may be required to complete the installation.

6.8 Airtel may debit appropriate amount if on the schedule date of installation Airtel's engineer could not carry out installation because necessary permission has not been obtained by the customer or some third party raises an objection to installation or necessary documents evidencing identity proof or residence proof is not submitted by the customer.

6.9 Customer agrees to provide identity proof and/or residence proof to the satisfaction of Airtel at the time of installation.

6.10. Customer agrees and understands that the Airtel equipments installed at Customer premises, if Customer has opted for Rental Scheme shall belong to Airtel.

#### 7. Airtel live:-

7.1 Airtel may on its sole discretion provide Value Added Services (VAS) on additional charges as specified from time to time, namely, Pay Per View (PPV) or any other programme or game or other contents etc. customer in order to receive VAS must be an active customer, meaning thereby, he/she is receiving signals of at least one basic package. Non active customer is not entitled to receive VAS.

7.2 The pre-paid customer must have sufficient balance in his/her account to access the requested VAS. In case, if there is an insufficient balance in his/her account, the customer must recharge his/her customer account sufficient enough to access the requested VAS. Appropriate amount shall be deducted from customer account for providing the requested VAS. VAS must be subscribed and cancelled as per Airtel's policy and in-terms of the time limits specified by Airtel from time to time. In case of PPV and/or some of the VAS as may be specified from time to time, customer shall not be allowed to cancel or withdraw after the requested VAS has commenced and no refund will be made by Airtel. Please refer our website ([www.airtel.in/digitaltv](http://www.airtel.in/digitaltv)) for terms for viewing and recording Airtel live content.

#### 8. Relocation:-

8.1 Customer shall immediately inform if he/she wants to relocate the service to some other place from the installation address. Removal of Airtel equipment from installation address shall be at the expense of customer and with the approval of Airtel and any deviation from this term shall attract termination of relationship and warranties provided by Airtel shall stand revoked.

8.2 Customer shall inform call centre about his/her relocation and register his/her request for renewed installation. Airtel may charge prescribed fee for carrying out installation at the new address. All conditions and requirements for installation of new connection shall mutatis mutandis apply to relocation.

#### 9. View card, Set-Top-Box and/or CPE

##### 9.1 Customer confirms and warrants that:-

- STB provided by Airtel and view card shall be used as per the user manual and only for viewing as per authorization given by Airtel;
- Possession of view card shall not confer any right to receive the Service;
- View card provided by Airtel is only compatible with the STB provided by Airtel and it shall not be used with any other device or Set-Top-Box;
- Use of view card contrary to the terms and conditions shall entail deactivation of Service and/or termination of the relationship by Airtel;

- View card shall be returned on termination of the relationship or deactivation of Service;
- Loss or damage to view card shall be immediately informed to Airtel and Airtel may charge the customer for damages and administrative costs for providing replacement view card and any loss or damages as a result of misuse of the lost view card shall be to the account of customer;
- View card shall not be removed from the Set-Top-Box (STB) provided by Airtel;
- View card shall not be tampered with;
- View card is non-transferable without the written permission of Airtel;
- Airtel may on its own discretion replace the view card for security or for any other reason and customer agrees to co-operate with Airtel for replacement of view card.

9.2 Customer shall allow Airtel to update any software over-the-air to the STB by sending signals to STB or by any other mode;

9.3 Airtel reserves the right to deactivate the view card in case the same is necessary in the interest of security of Airtel's system or service or in-case use of view card is found to be illegal or unauthorized;

9.4 Customer shall return the view card on termination of this relationship by Airtel or deactivation of Service for any reason.

9.5 Customer shall use the view card and STB as per terms and conditions contained herein.

9.6 Customer shall not allow or cause to allow any un-authorized person to use the STB or view card in any manner for any purpose.

9.7 Airtel reserves the right to disable or alter remotely certain functions of DVR so as to prevent the customer from copying certain channels or programmes that Airtel is bound by law or contract to prevent.

9.8 Airtel may offer schemes for Customer Premises Equipment (CPE) or Airtel Equipments as per the applicable regulation and Customer agrees to ensure compliance with the terms and conditions applicable under such scheme.

#### 10. Airtel equipment:-

10.1 If Customer does not opt for a Outright Purchase Scheme, then the Airtel equipment shall remain the sole property of Airtel and must be kept by customer in good and working condition. Customer confirms that he/she shall return Airtel equipment to Airtel in working condition on deactivation of Service or termination of Service. Airtel may remove and/or take back Airtel equipment, without any notice, on deactivation of Service or disconnection or termination of relationship etc. Customer confirms that he/she shall not acquire any right, title or interest in Airtel equipment. Customer acknowledges that Airtel equipment has been provided to him/her for the sole purpose of enjoying the Service. Airtel equipment shall not be removed from the installation address without the consent of Airtel. Any sign or label or logo or mark signifying Airtel's ownership of Airtel equipment shall not be removed.

10.2 Customer undertakes not to hypothecate, transfer or create any charge, lien or any other liability in respect of Airtel equipment. Customer shall immediately inform Airtel about loss of Airtel equipment and Airtel may charge the customer for damages and/or administrative costs for providing replacement Airtel equipment. Any damage or defect to Airtel equipment arising out of misuse or intentional damage or accidental damage or Force Majeure event shall be to the customer account. Airtel does not warrant that Airtel equipment will be free from all or any defects or faults beyond the period of one year from the date of installation. Maintenance of Airtel equipment during the period of one year from the date of installation shall not cover any defect or damage arising out of following events:-

- If the Airtel equipment is repaired by any unauthorized personnel/agencies for installation or for any other purpose.
- If modification or alteration of any nature is made in the circuitry of the Airtel equipment.
- Defects caused by improper or reckless use.
- Damage to Airtel equipment due to Force Majeure event.
- Water spillage or liquid contamination of STB or Remote Control Unit.
- Any damage due to external circumstances.
- Excessive corrosion or damage caused by liquids or chemicals.
- PCB burnouts due to power surge/high voltage.
- Intentional or accidental damage to Airtel equipment by any person.
- Defects or faults arising out of misuse or abuse of Airtel equipment or tampering or modification or alteration or addition or improper use or unauthorized use of Airtel equipment or defect arising out of use contrary to user manual or any documents provided by Airtel.
- Multiple front switch breakage of STB due to handling.
- If the Airtel equipment is moved from the installation address mentioned in CAF without the prior written consent of Airtel.
- If Airtel equipment is exposed to adverse environmental conditions, including but not limited to excessive moisture or temperature.
- If the serial number or any other label on the Airtel equipment has been removed, defaced or altered.

10.3 Airtel reserves the right to charge as per its rate card from the customer for rectifying any defect in the Airtel equipment and/or for any Service call made by its engineer in-respect of any fault or defect in the Airtel equipment which is excluded herein. After the expiration of one year from the date of installation, Airtel shall rectify any defect in the Airtel equipment at a charge payable by the customer.

10.4 Airtel reserves the right to modify the terms of maintenance from time to time. Except as expressly provided herein, there is no warranty or representation, either express or implied, regarding installation or in respect of Airtel equipment or Service. Any and all warranties or representations, including warranty regarding fitness for a particular purpose, title and non-infringement, are disclaimed.

#### 11. Customer account:-

11.1 Any call made by the customer to Airtel's call centre through Registered Telephone Number may be identified and entertained by the call centre without any verification and customer may be allowed to make transactions/.

11.2 Customer shall be solely responsible for any transaction made through Registered Telephone Number. Airtel disclaims any liability towards loss or damages to customer as result of misuse of customer ID by any person or misuse of registered telephone facility. However, if calls are made from any other number, then customer will have to provide verification as per Airtel's policy. Customer ID provided by Airtel to the customer shall be kept confidential by the customer. Customer shall be liable and responsible for all transactions made by using customer ID.

11.3 Customer confirms that Airtel can send Short Messaging Service (SMS) or any other communication, regarding transactions made on customer account, to the customer on the mobile number provided in CAF.

11.4 Airtel may provide alternative ways for the customer to access his/her customer account and the same shall be notified to the customer from time to time.

#### 12. Termination and deactivation:-

12.1 Airtel may deactivate the Service of any pre-paid customer without any notice, if the customer fails to renew his/her subscription or fails to maintain minimum balance or due to non-availability of balance in customer account. Airtel may deactivate the Service, if its DTH

license or any other permission or license necessary to provide the DTH Service granted by the government or any other authority is revoked or cancelled.

**12.2 Airtel may terminate the relationship and forfeit the balance amount, if any amount is lying in the customer account and deactivate the Service on the following events:-**

- if the customer contravenes the terms and conditions contained herein;
- if the customer has acted in a manner that is inappropriate;
- if the customer illegally copies the contents, retransmits or redistributes the Service or transmit the Service and/or recording made through Set-Top-Box in an authorized manner or otherwise allow the interception of the Service and/or recordings made through Set-Top-Box by any equipment which will allow for its distribution or redistribution from the installation address to any neighboring premises, cable operator or any other person or entity.
- if the customer charges any person for viewing any programme or content; or
- if the customer permits the general public to view the channels with/without any charges; or
- if Airtel equipment is taken outside India or taken out from the installation address without prior authorization from Airtel ; or
- if Airtel equipment is found in possession of any third party; or
- if minor is allowed to view content meant for adult viewing.

**12.3 Airtel reserves the right, without incurring any liability to the customer, to suspend, abort, interrupt, deactivate, modify or refuse to provide Service either entirely or partly on any of the following situations:**

- if Airtel in its discretion thinks it is necessary under any law or regulation or an order of court or Tribunal or government or if directed by TRAI; or
- due to up gradation of systems or equipment used to provide Service to the customer; or
- Preventive maintenance; or
- failure of systems or equipment; or
- as an anti-piracy measure; or
- for reasons beyond control of Airtel; or
- for any legitimate business purpose.
- in case of non-availability of balance amount in customers' prepaid account

**12.4 Customer can also make request for temporary suspension of its Services/account and such request must be made at least 15 days prior to the date of such suspension. Subject to validations, Airtel shall effect temporary suspension for a minimum period of one month and in the multiple thereof. During such period of suspension Customer will only be liable to pay charges for Airtel equipments in accordance with the rental scheme opted for by such Customer.**

**12.5 Airtel shall, upon receiving a request from the subscriber, restore Services within a defined time frame and may charge a restoration fee from the subscriber, as per the charges specified by Airtel from time to time.**

**12.6 Restoration Fee (RF) of INR 20/- will be charged from the subscribers keeping Set Top Box in idle mode without using any Service (post expiry of validity of subscription pack or recharge amount).**

### **13. Counter-piracy measures:-**

**13.1 Airtel reserves the right to exercise all measures to counter piracy. Customer confirms that he/she will provide all assistance for conducting counter-piracy measures. Airtel also reserves the right to take appropriate action on detection of piracy, including initiation of criminal and/or civil action. Airtel may employ finger printing technology or any other measure to detect piracy or any other misuse. The counter piracy measures may be conducted by Airtel or any of its authorized personnel or agent.**

**13.2 Airtel may without any notice and without incurring any liability deactivate Service in the event of detection of piracy or misuse of Service without prejudice to other legal remedies available to Airtel,**

**13.3 Airtel in no case shall be liable to the customer for taking any bonafide action, including but not limited to disconnection of Service to protect its Intellectual Property Rights (IPR) or such rights of the content providers or any other person, whose interest it is bound to protect by virtue of contractual obligations or by law and Airtel will incur no liability even if the information on the strength of which it has taken any action is later discovered to be unfounded or false.**

### **14. Reactivation:-**

Airtel may on its discretion reactivate any deactivated customer on his/her filling-up necessary form for reactivation, if so required by Airtel and on his/her recharge of sufficient amount on his customer account. On such recharge, Airtel reserves the right to deduct subscription fee and other applicable charges for the Service provided during the grace period from the customer account. Airtel may charge the customer any reactivation charges as specified from time to time, if permitted by law.

### **15. Payment:-**

**15.1 All payments and charges payable to Airtel for providing Service including installation and activation charges shall be paid on a pre-paid basis and payments due to Airtel shall be deducted or debited from the customer account on a daily basis or as per the policy of Airtel from time to time. Any day-parts shall be treated as full day for purposes of subscription charges.**

**15.2 All per month rentals correspond to 30 Days charging i.e. 1 Month = 30 Days, 6 Months = 180 Days & 12 Months = 360 Days.**

**15.3 Customer by signing the CAF confirms that Airtel is entitled to automatically debit from the customer account any amount due towards subscription charges or any other charges.**

**15.4 Airtel reserves the right to vary or change the charges for the Service from time to time and customer shall keep himself abreast of all developments by regularly calling the call center.**

**15.5 Customer warrants maintaining minimum balance in his/her customer account for continued reception of Service.**

**15.6 Customer may recharge customer account by using recharge voucher or any other mode specified by Airtel. Account balance is non-transferable and non-refundable.**

**15.7 Unless the otherwise is specified by Airtel, customer is responsible for payment of all taxes, duties, levies and charges imposed by or under law.**

**15.8 Without prejudice to its other legal remedies, Airtel is entitled to charge appropriate rate of interest per annum on any past dues owed by the customer.**

**15.9 Customer is not entitled to any discounts, credits or refunds, unless expressly specified by Airtel.**

### **16. Liability:-**

**16.1 Except as provided herein, there are no express or implied warranties, representations, undertakings or conditions (statutory or otherwise) including the implied warranties of merchantability and fitness for a particular purpose regarding the Service.**

**16.2 Airtel shall not be responsible for any act or omission of any third party including**

**franchisees/ dealers/ distributors/ retailers etc., with regard to scheme(s) which are not expressly authorized by Airtel.**

**16.3 Customer agrees and confirms that Airtel shall not be liable for any damage to any property or injury to any person that may happen during the installation or in connection with installation and/or by the subscriber's use of Airtel equipment.**

**16.4 Notwithstanding anything contained herein or any other document, the liability of Airtel for any direct damages shall not exceed the last one month's payment made by the customer to Airtel for availing the Service.**

**16.5 In no event will Airtel or its affiliates, employees, officers and directors have any liability regardless of the basis on which customer is entitled to claim damages (including breach, negligence, misrepresentation or under contract or tort claim), for any special, incidental, punitive, consequential or indirect damages, or for any economic consequential damages (including lost profits or savings), even if foreseeable or even if Airtel has been advised of the possibility of such damages.**

**16.6 Customer agrees to indemnify and/or hold Airtel or its distributors and their respective employees harmless, in the event of any loss or damages suffered by Airtel or its distributors or its agent for any act or omission of customer, including but not limited to misuse or abuse of Airtel equipment or any equipment installed at the premises of customer or misuse of Service or any loss or damages suffered or incurred by Airtel on account of breach of the terms and conditions contained herein.**

**16.7 The terms and conditions herein shall be subject to the notifications/ guidelines/ regulations/ directions issued by TRAI and Ministry of Information and Broadcasting, from time to time.**

**16.8 Airtel shall not be responsible for any loss or corruption of any data recorded by the customer on his/her DVR.**

**16.9 Airtel shall not be liable or responsible for any claims arising out of loss of recorded data or programme during provision of maintenance Service due to damage to hard disc.**

### **17. Confidentiality:-**

Privacy of customer's particulars provided in the CAF shall be subject to the terms of the license agreement of Airtel with Ministry of Information and Broadcasting and other statutory and regulatory notifications/directives and agreements with the content provider etc. The customer specifically agrees that in order to facilitate Airtel to provide Service, Airtel may be required to disclose any information or particulars pertaining to the customer to any authority, statutory or otherwise. The particulars provided in the CAF may be used by Airtel to contact the customer to provide information about Airtel's product, services and offers or products or services of its affiliate companies or any company with whom Airtel has an agreement. The particulars may be used by Airtel for product development or for research purpose or any other purpose connected with its business.

### **18. Jurisdiction:-**

Both the parties agree that courts at Delhi shall have exclusive jurisdiction over all disputes, differences, claims etc arising out of these terms and conditions.

### **19. Choice of Law:-**

The terms and conditions shall be governed by the laws of India.

### **20. Notices:-**

**20.1 Customer shall give all notices and communications to Airtel in writing to be sent to Bharti Telemedia Limited, Manager - Customer Care at Airtel Centre, Plot No.16, UdyogVihar Phase IV, Gurgaon-122001 by speed post/courier/registered AD.**

**20.2 Customer agrees and confirms that any notice or communication to him/her can be given by Airtel in the address or at the email or via SMS or other communication modes including through Whats app at the RTN mentioned in the CAF or through helpdesk, alerts on screen or in the monthly statement that may be sent to him/her or any other mode specified by Airtel from time to time.**

### **21. English language:-**

All communications and notices shall be in the English language.

### **22. Force Majeure:-**

Airtel shall not be liable for any failure to perform its obligations delineated herein, where such failure is because of reasons beyond the control of Airtel, which may include but not limited to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disasters), theft, robbery, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service], rainfall, failure of communications, failure of equipment, transmission loss or fault due to atmospheric conditions (including geographic, topographical, hydrological or environmental etc.), impact in Services due to Broadcasters action/inaction. Customer confirms and acknowledges that during any of the events mentioned in this clause, Airtel will be excused from providing Service to the customer and customer shall not claim performance of any of the obligations which may remain suspended during the continuance of such Force Majeure events.

### **23. Arbitration:-**

Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to these terms and conditions shall be settled by arbitration by a sole arbitrator to be appointed by Airtel in its sole discretion in accordance with (Indian) Arbitration and Conciliation Act, 1996. The arbitration shall be held in New Delhi, India. The decision of such arbitrator shall be binding and conclusive upon the parties and may be enforced in any court of competent jurisdiction.

### **Miscellaneous:-**

**24. Airtel reserves the right to amend the terms and conditions for proper provisioning of Service or to comply with applicable laws and regulations. The terms and conditions with respect to Services including but not limited to STB Charges, CPE Schemes, plan/channel/ bouquet, visiting charges, activation charges, installation charges, restoration fee etc. shall be notified on the Airtel website i.e. [www.airtel.in/digitaltv](http://www.airtel.in/digitaltv) including the changes made therein as and when any revision is applicable. Customer is advised to kindly refer to the website for the latest version applicable at any point of time.**

**25. Customer shall not be entitled to transfer or assign its obligations and liabilities to any other party, under any circumstances without the prior written permission of Airtel.**

**26. Customer before initiating or resorting to any legal recourse against Airtel for any grievance on any issue shall approach the call centre at the first instance and in the unlikely event of non-redressal of the issue shall approach the nodal officer appointed by Airtel for redressal of grievance.**

**27. Airtel website - The Customer can visit Airtel's website to refer to Manual of Practice, Subscriber Corner and Consumer Corner for any details applicable to Services as specified in the TRAI Regulations from time to time. The customer can also access the information on Customer Care Programming Channel Number 999.**

### **4. Details of nodal officers**

Airtel has nominated Nodal officers for redressal of grievances of those customers who are not satisfied with the redressal at the call centre level. Such customers can contact the concerned nodal officer citing the ticket number issued by the call centre. The details of the Nodal officers are available at the link: [https://www.airtel.in/digital-tv/interactive\\_services\\_allpop/nodal\\_officers\\_details](https://www.airtel.in/digital-tv/interactive_services_allpop/nodal_officers_details)