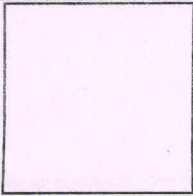


Subscriber Application Form

(Non - CAS Market / Area)



SAF No. : **C 1004**
 Date :
 Customer ID :



Type of Service : MCPL Digital Cable Television

Subscriber Information

1. Applicant's Name
2. Installation Address
 State District City/Town/Village Pincode.....
 Phone (O).....Phone (R)
- Mobile No. :Email :
3. Type of Subscriber Individual Institution Hotel / Hospital Co-op. Hsg:Soc Office Other Specify
4. Photo Identity Proof Passport Voter Card Driving License Pancard Aadhar Card
5. Installation Address Proof Passport Voter Card Driving License Pancard Ration Card Telephone Bill (MTNL/BSNL)
 Electricity Bill Bank Statement Aadhar Card
6. Viewing Devices TV PC **USE SEPARATE SAF FOR MORE THAN ONE CONNECTION**
7. No Viewing Devices
8. Details of Channels / Services Subscribed : As Per Annexure -1. attached herewith Monthly Subscription Charges Rs
9. Subscription Charges Payment Terms Monthly Quarterly Half Yearly Annually

10. STB & VC Details

STB No. VC No

Set Box Details : Owned Rented

IF RENTED - RENTAL SCHEME OPTED
 Please Refer to Rental Scheme Code Mentioned at Annexure - 1

Payment Details

Payment Terms Monthly Quarterly Half Yearly Annually

Prepaid

11. Initial Payment Details Subscription Charges Rs STB Rent Rs
- STB Security Deposit Rs VC Security Deposit Rs Installation Charges Rs
- Service Tax RsVAT / Right to use Tax Rs Any other applicable Tax Rs ENT Tax.....
- Total Amount Paid Rs Payment Mode Cash Cheque ITZ Cash
- If Payment made through Cheque / DD No (Cheque Subject to realization)
- Drawn on Bank Details Dated.....

12. 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 there to 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. I have paid the subscription charges, monthly rents & deposits. If any, to the authorised cable operator of Machilipatnam Communications Private Limited.

Date : Subscriber's Signature :

13. Cable operator's Details

Name : Code :

Address : Cable Operator Signature

Date :

14. MACHILIPATNAM COMMUNICATIONS PRIVATE LIMITED, CONTACT DETAILS

Contact Persons i. Mr / Mrs : Mobile No. :

ii. Mr / Ms. : Mobile No. :

Tel. Nos. : E-mail :

Date : Authorised Signature :

Acknowledgement

Received with thanks from Mr / Ms / M/s : Subscription Application Form along with Rs towards initial Subscription Charges. STB rental (if any) STB Security Deposits (if any) Installation Charges.

Date : Distributor / Cable Operator Signature :

Address For All Correspondence: **Reg. Off : 11/1160, Chemmanagiripet, Machilipatnam, A.P. 521 001 INDIA**

TOLL FREE : 1800 - 425 - 2728

FOR OFFICE USE ONLY : Rejection Reasons Date of Receipt

Entered By Local Office Address Audit

MCPL Care No.

SUBSCRIBER'S AGREEMENT

PART - 1 : DEFINATION

- (i) "Addressable system" means an electronic device or more than one electronic device put in an integrated system through which television signals can be sent in unencrypted or form, which can be decoded by the device or devices at the premises of the subscriber within limits of the authorization made, on the choice and request such subscriber, by the MCPL to the subscriber.
- (ii) "Broadcaster" means a company from with MCPL services its programming service.
- (iii) "Cable Operator" means any person, duly authorized by MCPL, who provides Services through a cable television networks after receiving the same from MCPL
- (iv) "Channels" means and includes such satellite-based television/radio channels and other value - added services as may be authorized, which shall be distributed by MCPL as part of its service.
- (v) "Permitted Viewing Device or" "PVD" means either a viewing device and or a hearing device which is specifically permitted, being television and personal computer.
- (vi) "Programme" means any television broadcast and includes exhibition of films, features, drama, advertisements, serials, news & current affairs;
(a) any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be constructed accordingly;
- (vii) "Service" means the services provided by MCPL and any value added services as may be authorized directly at the Subscribers Premises through the STB, in accordance with the Subscription Request.
- (viii) "MCPL" means **MACHILIPATNAM COMMUNICATIONS PRIVATE LIMITED**
- (ix) "STB (Set-top-box) means a device, which is connected to a PVD, which is compatible with and is able to receive and / or decode the subscribed Service through an addressable system, to enable subscriber to view the channels and other value added services.
- (x) "Subscription Form" of "SAF" means the standard format of subscription application form (SAF) to enable prospective Subscriber to subscribe to the Service by duly filing, signing by accepting the terms & conditions mentioned overleaf the SAF and submitting it to MCPL
- (xi) "Subscriber Premises" means the installation location specified by the Subscriber in the SAF where it will install the STB to view the Service directly using one and only one permitted Viewing Device.
- (xii) "Subscription Request" means the Channels and/or value added services and prevalent tariff plan (s)/ schemes(s) selected by the Subscriber by filling of the requisite Subscription Application Form manually or through any electronic mode or any modification/amendments effected therein from time to time.
- (xiii) "VC" (Viewing Card) means the smart card approved and duly branded by MCPL, which when inserted in the STB, enables the STB to decode the service or portion thereof that the subscriber has sought under the Subscription Request

1. TERMS

- (i) Agreement commence upon MCPL installing STB, activating the viewing card (VC) and shall remain in force subject other terms, as per package (s)/ bouquet(s)/ service(s) chosen by the subscriber and operate concurrently with MCPL permission/license to provide Cable Television Service. Any money paid by the subscriber shall not create any rights in favor of subscriber until complete verification about subscriber's details & information, is done to the satisfaction of MCPL. In addition, MCPL reserves right to seek/verify financial and other information from subscriber. On acceptance of the SAF and payment of deposit & rent as per the scheme opted by subscriber, the applicant will become the subscriber of MCPL for MCPL's service.
- (ii) Subscriber represent that he/she has been fully informed about the Cable Television Services provided by MCPL, its specifications, requirements, limitations, etc. and has only thereupon opted for such service filled up and submitted the subscriptions form, and sign the Agreement.
- (iii) MCPL shall perform its obligations and do inspection under this agreement including collection of sub scripting charges, deposits, rents, either through its employees or through its authorized cable operator or any authorized representative.
- (iv) The Subscriber hereby conforms that the STB has been examined, inspected and demonstrated to him and is in good working conditions to the satisfaction of the subscriber No claim or objection shall hereafter be admissible against MCPL as to the quality, functioning, completeness, correctness of STB.

2. SCHEMES AND SERVICES

- (i) The subscribers shall be provided VC to enable the subscriber to use MCPL's services, provided under the brand name "MCPL Digital", subject to the compliance of the terms and Conditions of this agreement, including any modification, alterations, additions, Subsolution therein.
- (ii) The VC shall always be the sole property of MCPL and shall be returned by subscriber upon termination/determination hereof, and/or do-activation or temporary suspension of services. The subscriber would be responsible for its safe custody, usage, password and consequences thereof. All Controls over the set top box shall remain with MCPL howsoever only custody or possession of set top box shall be given to subscriber to enable viewing TV Programmes, In case of damage of STB, the repair shall be made by MCPL and subscriber's deposit shall be debited with the cost of such repair. TRAI guidelines applicable STBS apply for usage by the subscriber. STB security deposit is only caution money and will be refunded on closure of subscription agreement.
- (iii) For any change, addition, deletion, substitution, modification of the Subscribe Service, the Subscriber shall submit the requisite form together with the applicable processing fee/ charges at least five (5) days in advance enable processing of the same and be bound by the additional Terms as may be applicable. Any change or withdrawal from the Subscribed Service shall not entitle the Subscriber to any refund or adjustment of the mones already paid, billed or to be billed under the terms & conditions.
- (iv) Service quality, functionality, availability and / or reliability there of may be affected for reasons beyond the control of MCPL in such an event MCPL is entitled to, without any liability, refuse, limit, suspend very, disconnect, deactivate, and / or interrupt service in whole or in part, at anytime, in its sole discretion, with respect to one / all subscriber(s), without any notice, for any reason and/or due to various factors including but not limited to (a) Cable Television Network (Regulation) Act. 1995; (b) Government and Telecom Regulatory Authority of India order, directions, regulation, rules, notification etc. including changes thereto; (c) Transmission limitations/ problems caused by topographical, geographical, atmospheric, hydrological, environmental conditions, and/or mechanical conditions and for such other factors / features/conditions, system(s) changes or capacity limitations, for reasons of up gradation, variations, installation, relocations, repairs, operation and / or maintenance of systems / equipments/service (d) To combat potential fraud, sabotage, willful destruction etc; (e) for any legitimate business proposes; (f) Force Majeure circumstances Act of god; (g) Incompatibility with equipments including set up box etc; (h) any delay in nonpayment of any dues, incurring charges in excess of any deposits/credit limits non deposit of any increased deposit(s) /advance(s). In case of suspension/disconnection etc. reconnecting / reactivation may be made by MCPL, in its sole discretion, subject to its satisfaction and on such other/further terms, as MCPL may determine. Reconnection reservation may only happen within 10 days of such suspension / disconnection and the subscriber shall pay such charges is applicable (as may be specifically intimated) to the subscriber from time to time) and on such other /further terms, as MCPL may determine. Activation/reactivation of the connection shall hapen within 2 working days of completion of the formalities on the part of the subscriber for removal of such suspension a / disconnection an the subscriber shall pay such charges.
- (v) MCPL is entitled to change, vary, add, withdraw any service / supplementary services / plans / schemes etc and / or to vary the charges / price relating thereto, at anytime in its sole discretion which shall be binding on the subscribers
- (vi) MCPL regards to fulfillment of the conditions mentioned in this agreement on the part of subscriber and shall be entitled to take photographs, documents, materials, equipments etc. so as to prove the violation of this agreement and/or infringement of copyright and trademark of MCPL or any broadcaster or any other person associated with the Service. The instances of piracy, violation of copyrights and /or unauthorized viewing of channels transmitted through the network of MCPL, as detected by finger printing mechanism and/or any other mechanism / method /system deployed by MCPL in network for such detection, shall be valid and acceptable to the "subscriber Statement(s) made by representatives of MCPL in this regard before the Oath Commissioner shall be treated as valid and acceptable statement(s)
- (vii) In addition to the security deposit, in consideration of the delivery of the STB to the subscriber shall pay monthly rent in advance of such amount as per the rental schemes opted by the subscriber details whereof are expressly mentioned in Annexure-I attached herewith, plus applicable taxes, to MCPL at the commencement of relevant month, in such mode as may provided by MCPL, in cases where a customer chooses to return the STB. the refund of Security Deposit paid therefore shall be made within 7 days from the date of verification of STB as regards its tampering and other defects and acetance thereof by MCPL subject to applicable deduction for the period of uses.
- (viii) The STB shall be solely used for availing MCPL's services and shall not be used for availing service of any other cable television service provider.
- (ix) The STB shall have only one year warranty from the date of installation at the subscriber's premises.

"Terms And Conditions Applicable Only For (Non-GAS Market/Area)

Subscriber Signature