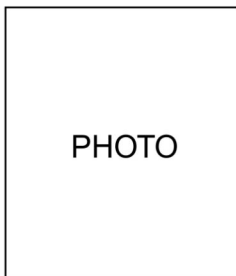


Customer Application From (CAF)



VAYUMEDIA LLP

TEL. No.

CAF No.

SUBSCRIBER INFORMATION:

FIRST NAME:	SECOND NAME:	LAST NAME:
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Address :

Mandal:	District:	State :
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Pin Code : Subscriber : Rented Owned Others

Phone No. : Mobile No.

E-mail : Gender : Male Female Internet Connection : Y N ISP Name

Viewing Device : TV PC First Connection Y N If No Name of Other Service Provider :

Existing STB No. VC No.

VERIFICATION DETAILS :	If yes, attached	Subscriber Type	Category	Sub-Charges
Passport Number :	Y <input type="checkbox"/> N <input type="checkbox"/>	Residential <input type="checkbox"/>	Regular <input type="checkbox"/>	Monthly <input type="checkbox"/>
Aadhar Card (UID)	Y <input type="checkbox"/> N <input type="checkbox"/>	Commercial <input type="checkbox"/>	VIP <input type="checkbox"/>	Quarterly <input type="checkbox"/>
Voter ID :	Y <input type="checkbox"/> N <input type="checkbox"/>	Institutional <input type="checkbox"/>	Demo <input type="checkbox"/>	Half Yearly <input type="checkbox"/>
Driving Licence	Y <input type="checkbox"/> N <input type="checkbox"/>	Others <input type="checkbox"/>	<input type="checkbox"/>	Annually <input type="checkbox"/>
PAN No.	Y <input type="checkbox"/> N <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other's <input type="checkbox"/>

Address Proof : Ration Card Telephone Bill Electricity Bill Bank Statement UID Details of Channels Subscribed : As per Annexure attached herewith.

HARDWARE DETAILS :	STB No.	VC No.
STB & VC Details :		

PAYMENT DETAILS :		
Basic Service Tier Charges Rs.	Subscription Charges Rs.	Other Charges Rs.
Security Deposit Rs.	Installation Deposit Rs.	Service Tax Rs.
Service / Applicable Tax Rs.	Service / Applicable Tax Rs.	Service / Applicable Tax Rs.
Total Amount Paid Rs.	Total Amount Paid Rs.	Total Amount Paid Rs.
Cheque DD / PO No.	Bank and Branch	Amount Rs.

I have read and understood the terms and conditions provided herewith and acknowledged that the tariff plan selected by me and the applicable rates together constitute the entire terms & conditions and I shall be bound by the same. I hereby declare and confirm that I have received the above hardware and the information contained herein is true and accurate in every aspect. I have paid the subscription charges to be authorised distributor of BWC.

Signature of the Subscriber

Distributor / Regional MSO	Sub-Distributor	Local Cable Operator
Code :	Code :	Code :
Name	Name	Name
Address	Address	Address

OFFICE COPY

OFFICE : VAYUMEDIA LLP, Plot No. 62, Shanthi Nagar, Kukatpally, Hyderabad - 500072.
Toll Free : 1800 1034546, Customer Care: 040-48588888, Office: 040-40188888 Email: customercare@vayumedia.in

TERMS & CONDITIONS

PART-1 DEFINITION

- i. VAYUMEDIA means VAYUMEDIA LLP Communications*5**
- ii. "Addressable systems" means an electric device or more than one electronic device put in an integrated system through which television signals can be sent in encrypted or unencrypted 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 of such subscriber, by VAYUMEDIA to the subscriber.
- iii. "Broadcaster" means a company from which VAYUMEDIA sources its programming services.
- iv. Cable operator" means any person, duly authorized by VAYUMEDIA who provides services through a cable television network after receiving the same from VAYUMEDIA.
- v. "Channels" means and includes such satellite-based free-to-air & pay (encrypted) televisions radio channels and other value-added services as may be authorized, which shall be distributed by VAYUMEDIA as part of its services.
- vi. "Pay Channels" means a channel distributed retransmitted by VAYUMEDIA in an encrypted mode and received by the cable operator which can be viewed by the subscriber only by means of the STB
- vii. "Permitted Viewing Device" or PVD means either viewing device and/or a hearing device which is specifically permitted, being television and personal computer
- Viii "Programme" means any television broadcast and includes:
 - a. exhibition of films, features, dramas, advertisements, serials, news & current affairs.
 - b. any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be construed accordingly
- ix. "Service" means the services provided by VAYUMEDIA and any value added services as may be authorized directly at the Subscriber Premises through the STB, in accordance with the Subscription Request.
- x. "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, regardless of its brand or manufacturer or acquisition source to enable subscriber to view the pay channels.
- xi. "Subscription Form" or "CAF" means the standard format of Customer Application Form (CAF) to enable prospective Subscriber to subscribe to the Service by duly filling, signing by accepting the terms & conditions mentioned overleaf to the CAF and submitting it to VAYUMEDIA.
- xii. Subscribers Premises" means the installation location specified by the Subscriber in the CAF where it will install the STB to view the Service directly using one and only one Permitted Viewing Device.
- xiii Subscription Request means the Pay Channel(s) and/or bouquet of Channels and applicable tariff plans scheme-selected by the Subscriber by filling of the requisite Subscription Application Form manually or through any electronic mode or any modification/amendments effected there in from time to time.
- xiv "VC" (Viewing Card) means the smartcard approved and duly branded by VAYUMEDIA, 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.
- xv. Standard Tariff Package (STP) means a package of Tariff as may be determined by TRAI for supply of a STB to the subscriber by a service provider for receiving programmes

PART II- SUBSCRIBER TERMS & CONDITIONS

- i. Agreement commences upon VAYUMEDIA installing STB activating the viewing card (VC) and shall remain in force subject to other terms, as per package(s) bouquet) service(s) chosen by the subscriber and operator concurrently with Sec's permission license to provide Cable Television Service. Any money paid by the Subscriber Shall not create any rights in favour of subscriber until complete verification about subscriber's details & information, is done to the satisfaction of VAYUMEDIA in addition, VAYUMEDIA reserves right to seek verify financial and other information from Subscriber on acceptance of the CAF and payment of deposit & rent as per the scheme opted by subscriber, the applicant will become the subscriber of VAYUMEDIA for VAYUMEDIA's services.
- ii. Subscriber represent that he/she has been fully informed about the cable Television Services provided by VAYUMEDIA, its specifications, requirements, limitation, etc and has only there upon opted for such services, filled up and submitted the subscription form, and signed this Agreement.
- iii. VAYUMEDIA shall perform its obligation and do inspection under this agreement including collection of subscription charges, deposits, rents, either through its employees or through its authorized cable operator or any other authorized representative.
- iv. The Parties acknowledge that VAYUMEDIA LLP COMMUNICATIONS is the sole owner of the STB and has permitted VAYUMEDIA to deploy the same to the Subscriber.
- v. This agreement shall be in force of a minimum period of three years during which the end subscriber promises to avail CATV signals of cable services only from VAYUMEDIA and will not change CATV signals and services of VAYUMEDIA without a written consent
- vi. At any point of time if the subscriber wishes to change the service of VAYUMEDIA he agrees to return back the STB, which had been provided for installation at the place of end subscriber owned and branded by Home Net for availing CATV signals and all value added services, in the best working condition.
- vii. The Subscriber hereby confirms 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 VAYUMEDIA as to the quality, functioning, completeness, correctness of STB
- viii. The ownership of the STB and VC Shall solely rest with VAYUMEDIA at all times and the subscriber shall not transfer, remove or otherwise relocate the STB and/or the VC without prior written consent from VAYUMEDIA.
- ix. The Subscriber hereby authorizes VAYUMEDIA and/or its subsidiaries/affiliates to broadcast advertisements and promotional contents on their network. 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.

PART- III - SCHEMES & SERVICES

- i. The subscriber shall be provided a VC to enable the subscriber to use VAYUMEDIA's services, subject to the compliance of the terms & conditions of this agreement, including any modification, alterations, additions, substitution there in, from time to time
 - ii. The VC shall always be the sole property of VAYUMEDIA and shall be returned by subscribes upon terminals determination hereof, and/or deactivation or temporary suspension of services. The subscriber would be responsible for its safe custody, usage, password & consequences there of
 - iii. For any change, addition, deletion, substitution, modification of the Subscribed Service, the Subscriber shall submit the requisite form together with the applicable processing fee charges at least five (5) days in advance to enable processing of the same and be bound by the additional Terms as may be applicable. Any change or withdrawal from the Subscriber Since shall not entitle the Subscriber to any refunds or adjustments of the money already paid, billed or to be billed under the terms & conditions.
 - iv. a. The subscriber for channels other than pay channels is bound to pay at least one month's charges/bill for opted service(s) including additional service(s) and shall not be entitled for any refund/ adjustment even if he opts out from the service(s) before the expiry of one month. In case of a subscriber who has opted for pay channels, minimum subscription period shall be four months and only thereafter the subscriber can opt out. For any deficiencies in the amount to be recovered from the subscriber, the same shall be adjusted from amount deposited by him with VAYUMEDIA. This is as mandated by TRAI.
b. The subscriber can submit his subscription request for the Service and/or update and/or upgrade the subscribed Service by way of addition or substitution or deletion, etc. or channel(s) in which case he would be liable for payment of subscription as per the changed package.
 - c. Not withstanding anything mentioned in Clause (a) above, where the subscriber has opted for a pay channel on ala-carte basis for a period less than four (4) months then the subscriber shall pay for four months (hereinafter referred to as "Lock-in-Period") of the MRP of the opted pay channel. The subscriber shall be liable to pay MRP of opted channels for Lock-in-period even if he opts out from such Service or his Service are deactivated in terms of this Agreement, before the expire of such lock-in-period.
 - v. Service quality, functionality, availability and/or reliability thereof may be affected for reasons beyond the control of VAYUMEDIA. In such an event VAYUMEDIA is entitled to, without any liability, refuse, limit, suspend, vary, disconnect, deactivate, and/or interrupt the service in whole or in part, at any time, 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 Networks (Regulation) Act, 1995; (b) Government and Telecom Regulatory Authority of India order, directions, regulations, rules, notifications, etc. including changes thereto, (c) Transmission limitations problems caused typographical, geographical, atmospheric, hydrological, environmental conditions, 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, repairs, operation and/or maintenance of systems/equipments/service(d) To combat potential fraud, sabotage, willful destruction etc. (e) For any legitimate business purposes, (f) Force Majeure ciraj-. crarice. Act of Gcd (g) in compatibility with equipments including set tp tax etc., (h) Any delay in ncroayrent of any dues, incurring charges in excess of any d'ceits/credit limits, nr* deposit of any increased deposit(s)/advance(s). In case of suspension/disconnection, etc reconnection/reactivation may be made by VAYUMEDIA in its soie discretion, subject to its satisfaction an on such other further terms, as sst may determine. Reconnection/reservation may only happen within 10 days of such suspension/disconnection and the subscriber shall pay such charges if applicable (as many be specifically intimated to the subscriber from time to time) and on such other further terms, as VAYUMEDIA may determine. Activation/reactivation of the connection shall happen within 2 working days of completion of the formalities in the part of the subscriber for removal of such suspension disconnection and the subscriber shall pay such charges.
 - vi. VAYUMEDIA is entitled to change, vary, add, withdraw any service/supplementary services/schemes plans etc. and/or to vary the changes price relating thereto, at any time, in its sole discretion which shall be binding on the subscriber.
 - vii. VAYUMEDIA may at anytime, through its authorized representatives and/or authorized cable operators, make inspection at the premises of the subscriber with regard to fulfillment of the conditions mentioned in the agreement on the part of the subscriber and shall 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 SBG 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 SSC as detected by finger printing mechanism and/or any other mechanism/method system deployed by VAYUMEDIA in its network for such detection shall be valid and acceptable to the subscriber. Statement(s) made by representatives of sec in the regards before the Oath Commissioner shall be treated as valid and acceptable statement(s)
 - viii. In addition to the security deposit, in consideration of the delivery of the STB to the subscriber on rent, the subscriber shall pay monthly rent in advance of such amount as per the rental schemes opted by subscriber details whereof are expressly mentioned in Annexure-1 attached herewith, plus applicable taxes, to VAYUMEDIA at the commencement of relevant month, in such mode as may be provided by Sec in cases where a customer chooses to return the STB, the refund of Security Deposit paid thereof shall be made within 7 days from the date of verification of STB as regards it's tampering and other defects and acceptance thereof by VAYUMEDIA.
 - ix. Subscriber can procure an STB of approved Quality (as specified by Bureau of Indian Standards) from any source provided the same shall be compatible with Sec's network. -
 - x. The STB shall be solely used for availing VAYUMEDIA's services and shall not be used for availing services of any other cable television service provider.
 - xi. The STB shall have only one year warranty from the date of installation at the subscriber's premises.
3. **ID proof compulsory as per TRAI rule.**

Subscriber's Signature
(Name of the Subscribe)

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