

(B) Subscriber Profile

In case of individual D D M M Y Y Y Y

STD Code

Contact Mobile Number

Email : _____ Landmark:

(E) Select Your Package: (Your Service will be activated only after selecting a Package as addressed in ANNEXURE-1)

[Please note: Subscription to one Basic Package is compulsory. Prices of the Packages are

subject to change]

Package Name _____

Category:

Please sign this Subscription Term and Conditions:

(F) I confirm that I have read and understand all conditions set out and I agree to abide by them

Signature _____ Date: DDMMYYYY

[This Subscription terms & conditions must be signed only by the subscriber or his Authorised Representative]

Mac Address: Sr No

(G) 1) Type of existing broadband modem I II III IV

2) Modem: Purchased / On rent basis

(Please tick) (Please tick)

This Subscription Terms & Conditions (Which includes this Subscription Form, the Terms and Conditions and the Work Order) is made between Calcutta Telephones and the subscriber whose name appears above on this page and who is bound to the Subscription Terms & Conditions by the signature, which appears below: CTD will provide the subscriber with the service subject to the conditions of this Subscription Terms & Conditions.

To be filled by CTD/IOL

Acknowledgement Slip

Received Booking for CTD IPTV connection for Category: _____ Package: _____ on Telephone No. _____

Date:/...../.....

(Signature of CTD/IOL official) _____

BHARAT SANCHAR NIGAM LIMITED

CALCUTTA TELEPHONES

(website: www.calcuttatelephones.com)

TERMS & CONDITIONS:

1. **The applicant must be a BSNL Broadband customer.**
2. The applicant shall pay the prescribed fee deposit as applicable as per the scheme along with the duly completed and signed application form.
3. CTD shall have the sole discretion to accept or reject the application without assigning any reason. In case the application is rejected, the deposit shall be refunded to the applicant.
4. The SED and the accessories shall be solely used for availing IPTV services on DataOne and shall not be used for availing services of any other Network.
5. The subscriber shall pay the prescribed charges for installation prior to activation of the services as per tariff plan.
6. The Smart Electronic Device (SED) and the accessories shall be used for viewing authorized channels and programs and services.
7. The subscriber shall take adequate care of the SED, during the period of the agreement. Any willful default or damage to SED will be in the account of the subscriber.
8. The subscriber shall not without the prior authorization of CTD, remove, transfer or otherwise relocate the SED from the original place of installation, failing which the deposit shall be forfeited & CTD shall be entitled to recover the cost of the box and / or initiate appropriate action.
9. In case SED is lost or damaged on account of theft, burglary or by any other accident; the subscriber shall file a police complaint forthwith and notify CTD of such loss immediately; failing which CTD reserves the right to recover the cost of the SED from the subscriber.
10. In case of nonpayment / delay in payment of rentals. CTD shall reserve the right to cancel / suspend the service and to discontinue the Services. In such cases, the subscriber shall return the SED in good working condition; failing which the deposit shall be adjusted towards the cost of SED.
11. The Pay Channel fees; as prescribed from time to time for each channel selected shall be paid.
12. The basic subscriber database will be used by CTD mainly for meeting any statutory compliance and not for any other purpose.
13. The subscriber shall, in advance notify change of address / contact number to CTD or its authorized representative for future correspondence /context.
14. In case the subscriber desires to discontinue the services before the expiry of one year, he shall return the SED in good working condition otherwise security deposit shall be forfeited.
15. For reconnection / activation of the service earlier disconnected for any reason, the subscriber shall pay reconnection charges as prescribed from time to time.
16. IPTV services in respect of Pay Channels shall be available to the subscriber subject to Force Majeure conditions including but not limited to act of God, fires, strikes, embargoes, war insurrection, riots and other causes beyond the reasonable control of CTD including atmospheric / topographical hindrances, whether rental/lease or outright sale.
17. Subscriber/s are not authorized to install any Gadgets on SED without CTD's prior written permission. The subscriber has to protect the SED.
18. Subscriber shall not be entitled to transfer or assign its obligations and liabilities under the terms and conditions to any other party under any circumstances without prior permission of CTD. Any transfer affected in contravention of the expressed terms contained herein shall not absolve the Subscriber of its obligations /liability towards CTD.
19. All taxes, levies etc. present and future shall be to the account of subscriber as applicable.
20. The tariff / charges for Pay Channels are based on Agreements with Pay Channels at the time of presentation of this form. In case of any change in these arrangements, additional applicable charges, shall be payable by the Subscriber.
21. The Subscriber shall make payment by way of CTD on or before the due date.
22. Subscriber shall be permitted to avail the services of Pay Channels through deployment of SED approved for use by CTD.
23. IPTV Service quality, functionality, availability and / or reliability may be affected and / or CTD is entitled to, without any liability, refuse, limit, suspend, vary, disconnect and or interrupt the Services; in whole or in part, at any time in its sole discretion with respect to one / all Subscribers, without any notice or reasons.
24. In case of misuse of Services or breach of any terms and conditions by the subscriber or use of services by the subscriber in such a manner that it violates any laws or adversely affects or interferes with CTD Service, Company shall give notice of five (5) days to the Subscriber to resolve the issue/ breach. In case the Subscriber fails to remedy the said breach within the notice period, CTD shall be entitled to discontinue the Services forthwith.



25. CTD at its sole discretion may suspend/ discontinue the Services by giving reasonable notice to Subscriber.
26. The IPTV service is liable for disconnection partially or otherwise due to:
- Changes in the law, rules, regulations or orders, directions, notifications etc by the Authorities.
 - Physical obstruction, geographic, topographic, hydrological, meteorological and other causes of cable interference or faults in other networks of Pay Channels to which the Network is connected.
 - Any discrepancies / wrong particulars provided by the Subscriber.
27. In case the Subscriber opts for discontinuation of Services. CTD shall refund to the Subscriber the amounts paid in advance to CTD, subject to adjustments, if any.
28. 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 this terms & conditions shall be settled by arbitration in accordance to CTD. However subscriber has right to appeal to the next higher authority.
29. The validity, construction and performances of terms and conditions herein shall be governed by and interpreted in accordance with prevailing laws. CTD and Subscriber agree to submit to the exclusive jurisdiction of the Calcutta Courts.
30. I hereby undertake that I will fully abide by Indian Copyright Act 1994 and as amended from time to time. I will not indulge in pilferage / copy of the content etc as prohibited by the law. In the event of any such violation, civil or criminal action may be instituted for injunction, actual damages (including infringer's profit) etc.

I /We have read and understood the terms and Conditions provided overleaf and acknowledge that the tariff plan selected and I agree to be bound by the same. I /We agree to abide by the provisions of CTD and the rules made there under and as also such amendments as may be made from time to time to these rules in so far as they relate to the Services. I/ We hereby declare and confirm that the above information provided by me / us is / are totally correct and true in every respect.

I undertake that I have read the requirement of my TV interface with SED as given in **ANNEXURE – 2**. I shall provide the same.

Place: _____ **Signature of Subscriber** _____

ANNEXURE –2

CTD Telephone Line and DataOne connection (Broadband Internet of CTD) with multi port CPE/Modem. If CTD has supplied CPE, CTD will change it free of cost. However, in case of CPE provided by customer himself, he has to arrange the same if required ports are not available. Clarifications in this regard may be obtained from 18004241600.

For smooth working of IPTV, it is necessary that telephone line must be directly terminated on the splitter without any telephone connection before that. All parallel telephones must be connected after the splitter.

TV Set should have latest pin configuration for Audio Video or S-Video. In case it is not available, customer has to provide BNC connector/AV converter etc if required.

Power Point is required near the TV Set and preferably with on/off switch so that SED can be switched off when not in use.

Note: Since IPTV is provided on A / V input, Cable connection and CTD IPTV can coexist and may be swapped through remote.

ANNEXURE 1

PLAN 150 (As on 1st February 2008) Description	Amount (Rs.)**
a) Installation and activation charge (One time) Non refundable along with 1st bill	600/-
b) Refundable Security deposit for SED will be charged in 1st bill	1500/-
c) Fixed monthly charge for SED (Per Month)	100/-
d) IPTV basic charge per month	150/-
e) Monthly Modem Rent	90/-
f) Modem Purchase (One time payment) *	600/-

**Change of modem from Type – I to Type – II, Type – III, Type – IV will be charged separately.*

VOD (Video on Demand) Tariff

Category Charges (Rs) ** Normal 10/- Semi Normal 25/- Premium 80/- Hollywood On actual basis as decided by the content Provider

MOD (Music on Demand) Tariff: FREE

*** Service Tax and other Taxes will be extra as applicable over and above the charges prescribed above.*

Discount:

A discount of 20% on Broadband and bfone monthly fixed charges limited to Rs. 50/- each on Broadband and bfone shall be offered to customers having three service BSNL bfone, Broadband and IPTV together.

If IPTV is taken by TRICON customer, then he will be eligible for getting 30 movies downloading free per annum (maximum 5 movies free in a month) in addition to the discount already given to him as per TRICON plan.

I confirm that I have read and understood the tariff & terms and conditions set out and I agree to abide by it.

Date: _____ Signature of customer: _____

Place: _____ Signature of sales officer: _____