

Instructions for filling the Application Form

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

Application No.

Operator Stamp

For Office Use Only

Account No. :

Date of receipt

Subscriber Details

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

Package Details

Bouquet/Package opted : As per Annexure _____ attached herewith Ala-carte Channel(s) opted: As per Annexure _____ attached herewith
 Lock-in period: _____ (if any)

Set Top Box Details

STB NO. High Definition
 Annual Maintenance Contract : YES NO

Selected Customer Premise Equipment (CPE) Scheme

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

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

Subscriber's Declaration

I have read, understood & accepted the terms & conditions mentioned overleaf/attached covering Subscription and Set Top Box Agreement which forms an integral part of this CAF and undertake to comply with them, and acknowledge that channel(s), package(s) selected and applicable rates thereto form part of the agreement and agree to be bound by the same and hereby declare and confirm that the information contained in this form is true and accurate in every respect.

Subscriber Sign.

Date

Customer Care Centre Details : Toll Free customer care number: 1800-212-2041

Website : www.panmetroconvergence.com

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

Name :
 Address :
 Contact :

PANMETRO CONVERGENCE PVT LTD

Contact Details :

Contact Person's Name :
 Mobile Number:

PANMETRO CONVERGENCE PVT LTD | 134/A 3rd Floor, Dr. Lal Mohan Bhattacharya Road Kolkata - 700014

DAS License No. 9/159/2019-DAS

GST Reg. No. 19AAKCP3846L1ZR

PAN : AAKCP3846L

Contact Person : Nodal Officer - +91- 6292233909

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

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

Date

Application No.

Service Provider's Sign. & Stamp

Terms and Conditions

1. Subscriber Agreement

The terms and conditions herein contained shall constitute a legally valid and subsisting agreement between PANMETRO CONVERGENCE PVT. LTD. and the Subscriber (names in this CAF) and their respective assignees, heirs/executors/administrators, as the case maybe for availing cable TV services either directly and/or through its linked local cable operator.

2. Definitions

- i. Addressable System means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels.
- ii. Broadcaster means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.
- iii. Company means PANMETRO CONVERGENCE PVT. LTD.
- iv. Cable TV Service means the transmission of programmes including retransmission of signals of television channels through cables.
- v. Cable Television Network or cable TV network means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
- vi. Customer Premise Equipment or CPE means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, or any other equipment which may be necessary to receive broadcasting services related to television.
- vii. Local Cable Operator (LCO) means a person registered under rule 5 of the Cable Television Networks Rules, 1994.
- viii. Free to Air channel or FTA channel means a channel which is declared as such by the broadcaster and for which no fees is to be paid by the distributor of television channels to the broadcaster for signals of such channel.
- ix. Pay Channel means a channel which is declared as such by the broadcaster and for which 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
- x. Set Top Box (STB) means a device, which is connected to, or is part of a television and which allows a subscriber to receive subscribed channels.
- xi. Subscriber means a person who receives the signal of PANMETRO at a place indicated by him to PANMETRO or its linked cable operator without further transmitting it to any other person;
- xii. Subscriber Request means the Channel(s) and/or package(s) of channels selected by the Subscriber by filing the requisite CAF manually or through any electronic mode or any modification/amendments made therein from time to time.
- xiii. You means the Subscriber.

3. Term:

- i) This Agreement commences upon installation of STB and activation of Cable TV Service to the Subscriber and shall remain in force, subject to applicable terms based on the Subscriber's Request.
- ii) The Subscriber shall fill in the CAF and its acknowledgment slip and submit it to the LCO. PANMETRO reserves the right to reject the CAF for any reason and the Subscriber will not qualify to avail the Cable TV Services.
- iii) In case of technical or operational non-feasibility at the location requested by the Subscriber, the Company or its LCO will inform the Subscriber the reasons for the same within 7 days from the date of receipt of the CAF by the Company.
- iv) If sufficient balance is available in the subscriber's account with PANMETRO, the existing services will be renewed automatically for a period of 30 days.

4. Provision of Service:

- i) All the terms and conditions, contained herein, shall be subject to the regulations, notifications and directions as may be issued by the Telecom Regulatory Authority of India, from time to time. ii) The Subscriber shall have the option to select any package/bouquet of channels or a-la-carte channels, as and when offered by the Service Provider. iii) Each STB purchased by the Subscriber comes with a warranty of 12 months. During the warranty period no repair and maintenance charges are payable by the Subscriber, provided that the STB has been used in normal working conditions and is not tampered with or damaged due to negligence of the Subscriber. There is no warranty applicable to any of the CPEs, other than STB. After the expiry of the warranty period, repairs to the STB would have to be paid for by the Subscriber. Alternatively, the Subscriber can opt for the optional Annual Maintenance Contract (AMC), the charges for the same will be applicable as per the prevalent rate as declared in the website. Under this AMC, the Subscriber will be provided a standby STB and no repair charges would have to be paid for the STB provided that the STB has been used under normal working conditions and is not damaged due to negligence of the Subscriber. iv) Any changes in the tariffs, rates, & Government taxes/duties, as may be payable by the Subscriber and as applicable from time to time, for the respective services, will be duly informed to the Subscribers by the Company by making the same available on the Company's official website and in such other manner as may be required under the law. v) Composition of channels in any package that the subscriber has opted for, cannot be altered/changed within the lock-in period declared by us on our website. vi) Neither the Company nor its LCO shall disconnect a Subscriber without giving 15 days' written notice. However, this will not apply if the subscriber is found to be unauthorized or indulging in piracy. vii) The Cable Services and the license to use the CPE shall be for personal viewing of the Subscriber(s) and for his family members only. viii) No assignment of any CPE shall be valid unless the same is approved in writing by the Company. ix) Subscriber shall not allow public viewing of the channel(s) or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of the Cable Services and the Subscriber shall also be liable to pay damages (both direct as well as incidental) suffered, if any. x) The Subscriber acknowledges that the STB has been merely licensed to the Subscriber by the Company to avail the signals of channels for one TV set only and that he/she understands and accepts that any unauthorized relay or retransmission of the signal will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of Cable Service, attract civil and/or criminal liability under the law.

5. Subscriber Obligations

- i) The Subscriber hereby agrees to allow the authorized representatives of the LCO/the Company to enter the Installation Address for inspection, installation, removal, replacement and repossession of the CPE under the Terms hereof. This clause survives the termination until the dues are paid and the STB, along with any other CPE, owned by the Company are returned to the Company in satisfactory working condition. ii) The Subscriber shall ensure the safety and security of the CPE from unauthorized use, theft, misuse, damages, loss etc. iii) The Subscriber undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the CPE or to add or remove any seal, brand, logo, information, etc. which affects or may affect the integrity/functionality/identity of the CPE or otherwise remove or replace any part thereof. iv) The Subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO/the Company in relation to the Cable Service and/or the CPE or of the Broadcasters in relation to any Channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound. v) The Subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the CPE which is not owned by the Subscriber. vi) The Subscriber shall ensure prompt payment of all the bills within the due date(s) as mentioned in the bill. Billing complaints/dispute, if any, will be resolved within 7 days from the date of receipt of the complaint and refund, if any, shall be made within 30 days.

6. Termination of Service

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

- (a) If the subscriber commits a payment default;
 - (b) In case of breach of any of the Terms of this Agreement by the Subscriber;
 - (c) If the Subscriber is declared bankrupt, or insolvency proceedings have been initiated against the Subscriber;
 - (d) In order to comply with the Cable Television Networks (Regulation) Act, 1995 and/or the Rules made there under and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies;
- The Cable Service may be restored upon receipt of all the dues, advance Subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.

7. Company's Obligation

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

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

8. Limitation of Liability

LCO and the Company and the employees thereof shall be not liable to the Subscriber or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Cable Service/Plan or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Service/Plan or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or the Company for any actual or alleged breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance but was deprived due to such breach.

9. Indemnity

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

10. Jurisdiction

All disputes and differences with respect to these Terms between the Subscriber and the Company or the LCO shall be subject only to the jurisdiction of the courts at Ahmedabad.

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

Subscriber's Signature

Name of Subscriber

Date

PANMETRO CONVERGENCE PVT LTD

134/A 3rd Floor, Dr. Lalmohon Bhattacharya Road Kolkata - 700014

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PANMETRO CONVERGENCE PVT LTD

Corporate Office : 134/A 3rd Floor, Dr. Lalmohon Bhattacharya Road Kolkata - 700014 Mail us : support@panmetroconvergence.com Web : www.panmetroconvergence.com

Registered Office : Village and Post office - Jhorehat, Andul Mouri, City - Howrah, Tehsil - Sankrail Dist Haora West Bengal - 711302

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

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