

Subscriber Application Form

SAF No. :
Date :
Customer ID :



Subscriber Information

USE SEPARATE SAF FOR MORE THAN ONE CONNECTION

1. Applicant's Name: First Name Middle Name Last Name

2. Installation Address:
City/ Town: District:
State: Pin Code: Phone.:
Mobile No.: Email:

3. Type of Subscriber: ☐ Individual ☐ Institution ☐ Hotel/ Hospital ☐ Co-op.Hsg. Soc. ☐ Office ☐ Others Specify _____

4. Address Proof: ☐ Passport ☐ Voter ID Card ☐ Driving License ☐ AADHAR CARD ☐ Telephone Bill (MTNL/BSNL)
☐ Electricity Bill ☐ Others Specify _____

5a. STB Type ☐ SD ☐ HD ☐ SMART 5b. STB Type ☐ MPEG2 ☐ MPEG4

6. ID Proof: (Attested Copy) ☐ PAN CARD ☐ AADHAR CARD

7a. Any Special Assistance Required ☐ YES ☐ NO 7b. Payment Mode ☐ Prepaid

8. STB & VC Details:
STB No.: VC No.:
Set Top Box Details: ☐ Owned ☐ Rented ☐ Others _____

STB Payment Details

Billing Cycle ☐ 30 Days

9. (a) Bouquet Opted : To be retrieved from WEB-site (b) A-la-Carte Channel(s) Opted : To be retrieved from WEB-site

9. (c) Guarantee/Warranty/ AMC Details: To be retrieved from WEB-site

10. Initial Payment Details: STB Price Rs. STB Rent, Rs. STB Security Deposit Rs.
Activation Charges Rs. Installation Charges Rs. Network Capacity Fee Rs.
Subscription Fee Rs. Total Amount paid (Incl.of all taxes)Rs. Payment Mode ☐ Cash ☐ *Cheque ☐ D.D.
If payment made through Cheque / D.D. No. * Cheque subject to realization
Drawn on Bank Details Name & Branch Dated

11. 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 SAF and undertake to comply with them, and acknowledge that programme/ channel, plans 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's Signature: _____

12. BCBS DIGITAL CARE SERVICES

E-mail : support@bcbsdigital.in
Website : www.bcbsdigital.in
Toll Free : 1800-203-1239

13. Cable Operator's Details:

Name:
Address:
Contact No.:
Code:
Cable Operator's Signature _____

Acknowledgment:

Received with thanks from Mr./Ms./M/s. _____ Subscriber Application Form along with
Rs. _____ towards STB* amount.

*For Details, Please refer Annexure II

* Terms And Condition Applicable Only For D.A.S Notified Area

Das Licence No. -N.45009/4/2022-DAS; GST NO: 19AAXFB1433D1ZG; PAN NO: AAXFB1433D; TAN NO: CALB25059G
Corporate Office: Tehsil - 200, Ward no -8, Parbatipur, Tamluk, Purba Medinipur, 721636, West Bengal, India

SUBSCRIBER'S AGREEMENT

The Subscriber/customer/consumer agrees that by signing this SAF, he/she agrees with all the conditions mentioned hereinafter

1. SUBSCRIBER AGREEMENT:

The terms & conditions herein contained shall constitute a legally valid and subsisting agreement between M/S BARGABHIMA CABLE AND BROADBAND SERVICES (herein after referred to as "the Company") and the Subscriber (named in the application form) and his/her respective assignees/heirs/executors/administrators, as the case may be, for availing cable TV Services either directly and/or through its linked cable operators. The conditions mentioned are understood and accepted by the Subscribers and shall be applicable for the Subscriber on signing of the SAF Form / availing of the Service.

2. DEFINITION:

All definition/interpretation are to be construed and understood as per the provisions of Cable Television Network Regulations 1995, and Telecommunication (Broadcasting & Cable) Services Interconnection (Addressable Systems) Regulations, 2017 & Rules 1994, TRAI Act and Regulations issued by TRAI as amended from time to time.

3. TERMS:

- I. Agreement commences upon installing STB, activating the viewing card (VC) and shall remain in force till the VC are deactivated on the request and/or by the Company, subject to applicable terms based on the Subscription Request by the Subscriber II. The Company reserves the right to reject Subscriber applications, in the case the same is not complying with the basic regulatory terms and/or the policy of the Company.
- III. The maximum overall liability of the Company in contract or otherwise, shall be to return the payment amount received, after adjusting the Charges due from the Subscriber in no event shall the Company, its Officers, Employees, Directors, Representatives and assigns be liable for any direct, indirect or consequential damages, costs, expenses or losses of whatsoever nature.
- IV. The Company reserves the right to reject the Subscriber Form for any reason. Any money paid by the Subscriber shall not create any right in favour of Subscriber until activation of the VC.
- V. The Company also reserves the right to discontinue the Service, in accordance with the provisions of the Regulations, even after activation without any liability save and except for refund of money paid by the Subscriber towards subscription/activation, rental, Hire Purchase value and the VC deposit as the case may be. VI. The Subscriber represents that he/she has been fully informed about the Cable Television Services provided by the Company, its specifications, requirements, limitations, etc. and has only thereupon opted for such services, filled up and submitted the Subscriber form. and sign the Agreement.
- VII. 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 the Company or its authorized cable operator as to the quality & functioning of STB.
- VIII. 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.

4. THE SERVICE & FEE:

- I. The Service shall be provided to the Subscriber (through LCO) based on the Subscription Request and subject to any regulatory/governmental control and intervention in respect of the Service. The Subscriber agrees and acknowledges that it has subscribed the channels/bouquet after understanding the tariff of the channels/bouquet of channels and rates of SPE.
- II. The Subscriber shall be provided STB along with VC to enable the Subscriber to access the Service, on the Terms & Conditions of this Agreement, including any modifications, alterations, additions and substitution therein, from time to time. The STB & VC shall always remain the property of the Company (other than in case of an outright sale as per applicable scheme) and Subscriber shall return the same on the expiry/termination of this Agreement or on cessation of the provision of the Services. The Subscriber further agrees to comply with the instruction related to STB/VC and to follow all the terms and conditions of the scheme and changes therein (as made by the Company) relate to STB & VC and pay all the charges for using the same on or before the due date.
- III. For 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 3 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 Subscribed Service shall not entitle the Subscriber to any refunds or adjustments of the monies already paid, billed or to be billed under the additional terms.
- IV. (a) The Subscriber is bound to pay at least one-month charges/bill for the Subscribed Service with or without modification as stipulated above and he/she shall not be entitled for any refund/adjustment even if he/she opts out from such Service(s) before the expiry of one month.
(b) The Subscriber can submit Subscription Request for the Services and/or update the Subscribed Service(s) by way of addition or substitution or deletion etc. of Channels and/or update its personal information by logging to www.bcbdigital.in and/or by any other electronic medium as may be specified from time to time.
(c) The Subscriber shall be responsible for the payment of subscription fee/SPE charges, Network Capacity Fee, relocation charges, reactivation fee and other fee & charges pursuant to provision of Service(s) by the Company, as per subscription request along with all the applicable taxes and duties from time to time. The Service would be provided by the Company to the Subscriber subject to paying the due fee & charges as per the policy of the Company.
- V. The Service quality, functionality, availability and/or reliability thereof may be affected for reasons beyond the control of the Company. In such event, the Company 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) applicable law and/or directives of any authority/court;
- VII. The Subscription and other fee has been explained and agreed to by the Subscriber, however the Company reserves the right to change the same at its sole discretion which shall be in accordance with the applicable provisions of the law. The Subscriber agrees and undertakes to pay the revised fee for the Services.
- VII. The Company is entitled to change, vary, add, withdraw the Subscribed Services (Channels/Bouquet of channels), or part thereof and/or to vary the price relating thereto, which shall be binding on the Subscriber and remains always subject to applicable law and/or directives of any authority/Tribunal/Courts. Request for any Services in addition to existing Subscribed Service shall be at extra costs and on such other / further terms as are specified from time to time.
- VIII. The Subscriber hereby acknowledges and agrees that depending upon different Subscribed Service chosen by various Subscriber(s), the Prices and Terms & Conditions applicable thereto may be different.
- IX. The Company reserves absolute right not to broadcast any Channel if it is anti-national or against communal harmony or it promotes political/religious propaganda or it is banned restricted or prohibited under any law for the time being in force or for any other reason which the Company feels it is not in the interest of its viewers or society or commercial interest of the Company.
- X. The Company and/or its authorized cable operators are entitled to carry out the inspection of the Subscriber Premises to verify the compliance with fulfillment of the conditions stated herein on the part of Subscriber and shall be entitled to take photographs, documents materials, equipment etc. as proof of violation of this Agreement and/or infringement of any intellectual property rights of the Company.
- XI. This SAF provides option to the Subscriber to choose from various options to avail SPE from the Company. The Terms & Conditions of the SPE options are also available on the website of the Company. On signing of the SAF, the Subscriber understands and agrees to abide by the applicable Terms & Conditions under which the SPE has been availed by the Subscriber.
- XII. Subscriber can procure an STB of approve quality (as specified by Bureau of Indian Standards) from any source provided the same shall be compatible with the Company.
- XIII. In case the STB is provided by the Company under any of the schemes, the STB shall have only one year warranty from the date of installation at the Subscriber's premises. The STB and the accessories shall be solely used for availing "BCBS Digital services from the Company and shall not be used for availing services of any other MSO.
- XIV. The Channel/packages fees as prescribed from time to time for each channel /packages selected by the Subscriber shall be paid in advance. The channel/package rates may change according to the applicable rules and regulations. These changes will be updated and informed on our website www.bcbdigital.in and also on the Barker Channel.
- XV. Cable services in respect of Channels/packages 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 the Company including atmospheric/ topographical hindrances.
- XVI. For Consumer Charter and other details please visit our website www.bcbdigital.in
- XVII. The Company may withdraw/disconnect the FTA at any time (by following the provisions of the applicable law) at its sole discretion which is provided on as Add on Services. XVIII. the Company at its sole discretion may suspend / discontinue the Services by giving reasonable notice to Subscriber.
- XIX. The Cable service is liable for disconnection partially or otherwise due to (a) Changes in the law, rules, regulations or orders, directions, notifications etc. by the Authorities; (b) 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; (c) Any discrepancies/wrong particulars provided by the Subscriber & (d) Breach of any one or more of the Terms & Conditions herein.

5. OBLIGATIONS OF SUBSCRIBER:

The Subscriber agrees and undertakes:

- I. To pay the subscription fee in advance on Pre-paid basis for the channels/bouquet (subscribed to be subscribed by the Subscriber) on or before expiry of billing cycle. The subscription fee may be paid either to the LCO or to the Company, II. To keep STB/VC in good working condition and take proper care of STB / VC of the Company.
- III. To intimate immediately in writing to the Company, in case of loss / misplacement of the same. The Company, shall thereafter, within reasonable time, deactivate the same. Subscriber shall continue to be liable for paying the full amount of STB/VC for loss occurred to STB/VC.
- IV. Not to use, either before or after the STB (except TV/PVD), any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by the Company.
- V. Not to remove or shift STB from the Subscriber's premises, without written information to the Company and not to replace, sell, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, alter, misuse or tamper with the STB including the seal (see to prevent opening of STB) and VC. Any such act by the Subscriber shall be construed as wilful and criminal omission and /or commission on the part of the Subscriber in addition to breach of its obligation in this agreement
- VI. To give all assistance, which the Company may be reasonably expected to receive, in connection with this Agreement
- VII. Not to indulge in piracy or activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyright of the Company, broadcaster, transmitter or any other person associated with such transmission
- VIII. Not to distribute or redistribute signals to any other person
- IX. To deposit with the Company, such amount as per the rental scheme/hire purchase scheme opted by Subscriber's interest free security deposit and pay all the charges related to STB/VC on or before the due dates. X. to be liable and to make good for any damage, loss, theft of STB/VC by paying the price of such STB/VC to the Company.
- XI. The agreement is personal to the Subscriber and right of the Subscriber shall not be assignable or transferable by him in favour of a third party.
- XII. The Subscriber shall, in advance, notify change of address/contact number to the Company.
- XIII. For reconnection activation of the service earlier disconnected for any reason, the Subscriber shall be liable to pay reconnection charges as prescribed from time to time as per regulations.

6. THE SUBSCRIBERS WARRANTS THAT HE/SHE/IT:

- I. Has read all the Terms & Conditions of this SAF/Agreement and shall abide by the same unconditionally.
- II. Has selected the tariff plan and applicable rates for the subscription fee and SPE and pay the same on or before the due date.
- III. shall abide by the provisions of - The Cable Television Networks Regulations 1995, and Telecommunication (Broadcasting & Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the rules made there under and TRAI Act and Regulations issued by TRAI from time to time as they relate to the Services.
- IV. Shall unconditionally comply with all the schemes and amendment thereof issued by the Company related to subscription fee and SPE, V. has declared the information which are totally correct and true in every respect.
- VI. Shall comply with Manual of Practice and Charter of Services issued by the Company from time to time.
- VII. Hereby gives unconditional consent to use the Subscriber data by the Company or its associates for any marketing, promotional, commercial and/or any other purposes

7. LIMITATIONS OF LIABILITY:

- I. It is expressly understood and agreed by the Subscriber that the Company shall not have any obligation/liability whatsoever under this Agreement, towards the Subscriber on account of :-
 - (a) any defect in SPE (including STB and/or VC)
 - (b) any action or failure to act or default on the part of any supplier(s) of SIT/Networks and/or its agent(s) or nominee(s), etc.
 - (c) any delay or failure in performance of this Agreement
 - (d) any indirect or consequential loss even if resulting from or caused due to any default on the part of the Company or any of its officers, employees, suppliers, distributors/franchisee agents or nominees.
- (e) deactivation of Services in terms of the agreement.
- (f) it is expressly agreed by the Subscriber that the Company has not offered or provided, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose and the Company's obligations with respect to the same except as set out in this agreement. II.
- The Subscriber agrees that the Company shall not be liable for any consequential, incidental, indirect, remote, economic punitive damage even if the Company has been advised of the possibility of such damages.
- III. The maximum overall liability of the Company in contract, tort or otherwise, shall be to return the payment amount received, after adjusting the charges due from the Subscriber. In no event shall the Company, its Officers, Employees, Directors, Representatives and assignees be liable for any direct, indirect or consequential damages, loss, costs, and expenses of whatsoever nature.

8. BREACH OF THE TERMS OF THIS AGREEMENT:

Without prejudice to such rights and remedies that the Company may have in law or under the provisions of this agreement which inter alia include rights to adjust the amount of security deposit against the arrears charges including subscription charges, rental for STBs, interest dues, if any, etc., in the event of any delay or failure by the Subscriber to pay the charges including subscription charges, rental, interest, etc. in accordance with the provisions of this agreement, or any defaults/breach of the terms of this Agreement, the Company shall be entitled to deactivate the service in accordance with TRAI Regulations and retake physical possession of the STB/VC without prejudice to any other rights available to the Company.

In case the contravention or violation of any of the covenants or Term and Conditions of this Agreement, the Company shall have the right to initiate appropriate legal proceedings civil and/or criminal charges against the Subscriber and claim damages.

9. TERMINATION OF THE AGREEMENT:

- I. Subject to the applicable laws/rules/Regulations of TRAI, this Agreement shall automatically stand terminated on the occurrence of any of the following event or circumstances:-
 - a. if the Subscriber breaches any obligation or covenant under this Agreement or of any conditions under which the SPE was provided to the customer
 - b. if the Subscriber commits an act of bankruptcy or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, c. by sending a written notice to the Subscriber by the Company
- II. Where the Subscriber signifies his/her intention to discontinue the Service, the following shall have been complied with:- (a) intention of the Subscriber shall be in writing and accompanied with the SPE; (b) the Subscriber shall have duly complied with all the Terms & Conditions of this Agreement and (c) all the bills, damages, interest etc. shall have been paid in full by the Subscriber.

10. EFFECT OF TERMINATION/ EXPIRATION:

- (i) Upon expiry/ termination of this Agreement save as provided in this Agreement or by the operation of law, all rights granted to and obligations undertaken by the parties hereunder shall terminate immediately except a. the Subscriber's obligation to pay all amounts accrued hereunder upon or prior to the expiration or termination of this Agreement and such additional amounts as specified in this Agreement and b. Such other rights as may accrue to the Company under this Agreement and /or under the laws of India.
- (ii) The Subscriber shall forthwith surrender the SPE in a functional condition to the Company. (iii) The expiration or termination of this Agreement shall be without prejudice to the rights which have already accrued to the either parties under this Agreement.

11. INDEMNIFICATION:

The subscriber will indemnify and keep the Company indemnified against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made, or brought or commenced against the Company or which the Company may or may have to bear, pay or suffer, directly or indirectly due to any act, default or omission by the Subscriber.

12. MISCELLANEOUS:

This Agreement constitutes the entire arrangement/understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, arrangement or communications. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party. In case any provision of this Agreement becomes invalid or unenforceable shall be deemed to be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. Either party shall not assign this Agreement to any party without the prior written consent of other Party.

13. DISPUTE RESOLUTION & JURISDICTION

- I. Every dispute difference or question arising in respect of this Agreement shall be referred to the sole arbitration by any person (including an officer or employee of the Company) appointed by the Company in its exclusive discretion and such arbitration shall be held in New Delhi.
- II. This Agreement shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the Indian courts in New Delhi.

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 : _____