

## ZEE PLEX – Pay per View Service (“PPV SERVICE”)

These are the terms and conditions (the “PPV Conditions”) which govern your purchase of the Zee Plex PPV Service and your viewing of the movie offered under the PPV Service by us. These PPV Conditions apply to Dish TV and D2h individual subscribers with a Dish TV or D2h set top box and agrees to purchase the PPV Service. Please take some time to read these PPV Conditions as they provide important information about the PPV Service. If you do not or cannot agree with any part of the following PPV Conditions, you may not go ahead with the purchase the PPV Service.

1. The PPV Service is known as the Zee Plex, PPV Service of Dish TV India Limited (“DishTV”/us/we) for its Dish TV and D2h active subscribers (“You”).
2. **Definitions:** The following terms shall have the following meaning in this Agreement:

“**Agreement**”– shall mean these PPV Conditions.

“**Content**”/ “**Movie**”– the movie we provide you on a pay-per-view basis as part of the PPV Service.

“**Payment**”– the amount you must pay us for each Movie that you purchase.

“**Platform**”– means the compatible platforms on which you are able to view the Movie that you have purchased from us. Currently the only channels that are compatible to access the PPV Service in the Territory are:

- |                               |  |
|-------------------------------|--|
| (1) Dish TV HD set-top box    | - LCN ____ (HD) namely ZeePlex HD Screen 1 |
| (2) Dish TV HD/SD set top box | - LCN ____ (SD) namely ZeePlex Screen 1    |
| (3) Dish TV HD/SD set top box | - LCN ____ (SD) namely ZeePlex Screen 2    |

These channels are available during the Movie show time only for the subscribers who have purchased the PPV Service for that particular show timing. We are eligible to push promos, fillers, movie trivia etc. on the channels.

“**Service**”– means the PPV Service available in the Territory provided by us to you.

“**Territory**”– means India.

“**Website**”– means the webpage at: <https://www.dishtv.in> and [https:// www.d2h.com](https://www.d2h.com)

3. The Service is available only to residential subscribers.
4. The Service is available only on Dish TV or D2h DTH connection with DishTV or D2h Set Top Box (STB). It is not available on mobile.
5. This Service is not available for commercial subscribers or for commercial viewership.
6. You do not have a right to cancel your purchase of the Movie any time after a successful purchase of the movie has been confirmed to you and that in no circumstances there shall be any refund of the Payment to you.
7. You acknowledge and agree that once the Movie has commenced it cannot be cancelled and you therefore agree to waive any cancellation rights.
8. **Registering to use the Service**
  - a. To purchase the Movie from the Service you will need to register, and complete a purchase from the pay-per-view Service either on the Website or the mobile app of Dish TV i.e. My Dish App (“App”) or through any other mode as communicated to You
  - b. For Dish TV customers with a Dish TV set top box to be eligible to register you must be:
    - i. a current residential active subscriber of Dish TV or D2h.
    - ii. have an active DishTV DTH account
    - iii. 18 years of age or older;
    - iv. have a residential address in the Territory.
    - v. an individual subscriber (not a company or business).
  - c. If you do not meet the above applicable criteria you should not access or use the Service.
  - d. Upon registration you will be required to provide the requisite information including (but not limited to) a declaration to the effect that you are an individual and a residential subscriber of Dish TV and that your DTH connection is hosted in a residential premises and not hosted in any retail, business or commercial premises or being used for any business purpose. Any misrepresentation in respect of the said declaration/s or wrong

declaration or in an event where your DTH STB is found hosted in premises other than a residential premises, shall make you liable for legal action from us. This declaration is mandatory and a one time declaration only.

#### **9. Booking**

- a. The list of Movies, schedule of show timings per channel per day and price-chart that shall be provided on the Website or the App.or any other appropriate channel. The booking for each movie shall close 30(Thirty) minutes before the show timing. .One movie can be purchased only twice per subscriber ID per month.
- b. Access to the movie begins at the advertised start time on the relevant channel/Platform.
- c. Programming, timing, pricing of the Service are at sole discretion of Dish TV and subject to change.
- d. Movie Price: The price of the same movie can be different for the same day /different show/different days. Price can be different for different movies during the same day.
- e. You are allowed view the purchased Movie both on the parent (primary) and child (secondary) connection at no extra cost provided the Customer Point Equipment (CPE) is installed at the same residential address.
- f. You will be charged for the Movie even if you do not watch it.

#### **10. Payment**

- a. Payment for the PPV Service can be done independently or from your main Dish TV/D2h account The Movie can be purchased from the balance in your Dish/D2h DTH Account provided the balance size in the Account is to the extent of price of the movie plus Rupees One Hundred and Fifty.
- b. All paid transactions are final. Dish TV shall have no responsibility to reimburse you, whether by refund or credit, in the event you are dissatisfied with the PPV Service or any particular PPV Content (e.g., potentially offensive material or an error by you as to which title you intended to purchase), the quality of the Content (e.g., the quality of video or audio), the delivery of the Content to you (e.g., the speed of Your connection) or any other matters outside Dish TV's control. The Service and PPV Content is subject to transmission limitations of the DTH signal, including without limitation video and audio dropouts, rebuffering or loss of connection.
- c. Online Purchases can be made by credit card, debit card or any other digital means as communicated by us. By entering credit/debit card details, you are confirming that you are the owner of the credit/debit card (i.e. that the card was issued in your name) or that you are authorised by the owner of the credit/debit card to make the purchase.
- d. Your purchase will be final only after we send you a confirmation of your purchase on your registered mobile number. Only upon receipt of successful confirmation, there will be a binding contract between us and you for the provision of the Movie.
- e. Events may be rescheduled, cancelled or withdrawn at any time. If an Event is rescheduled, cancelled or withdrawn we will advertise the change or cancellation by placing a notice on the Website or inform you appropriately.
- f. Please note that some personal information from you in order for you to become a pay per view customer "and" in order for you to avail the pay per view movie /Service and to provide you with Service, Your data will be collected, processed and stored in line with Dish TV Privacy Policy and Indian IT rules.

#### **11. Refund & Cancellation :**

- a. There shall be no refund, cancellation or rescheduling of any Movie at your request.
- b. In the event Dish TV is unable to deliver a scheduled Movie for which you have already made Payment, Dish TV may provide you with a refund, credit or access for a re-scheduled date, in its sole discretion.

#### **12. Intellectual Property Rights**

- a. We or our partner/s own, or hold a licence for, all copyright, trademarks and other intellectual property rights in the Service. No rights in any Content are transferred by us or any other person to you.

#### **13. What you must not do:** You must not do, or allow anyone else to do, the following:

- a. Make unauthorised or unlawful recordings of any movie, publish, rent out, reproduce, redistribute, relay, exploit, transmit, alter, interfere with or receive any payment in connection with the relevant movie you watch, stream or download from the Service.
- b. Distribute, broadcast or otherwise transfer any Content to another person in any way.
- c. Display any part of the service in retail, business or commercial premises or for any business purpose.
- d. Sell, or charge anyone for watching or using, any part of the Service.
- e. Show any part of the Service to an audience in public, even if you don't charge.
- f. Try to break any security or Content-protection rules relating to the Service, or compromise the security of the Content or any device used for viewing the Service.
- g. Otherwise use any movie any part of it except how the PPV Conditions says you can.
- h. We may disable or alter remotely certain functions of your set top box so as to prevent you from copying the Content and we may prevent you from receiving the Service if your set top box allows copying of any Content which we are bound by contract to prevent.

**14. Indemnification**

You agree to indemnify, defend and hold harmless from any liability, loss, claim and expense related to your alleged violation of this Agreement and your use of the Service.

**15. Limitation of Liability**

Neither Dish TV nor its partners shall be liable for any indirect, special, incidental, consequential or punitive damages. In no event will the aggregate, cumulative liability of Dish TV, exceed the Payment actually made by you to us.

**16. Additional Terms**

- a. It's your responsibility to read the SMS/email we send you. Certain notices may be given to you by posting this notice on the Website (for example, price changes for future Events or certain updates to these terms and conditions).
- b. If any part of the Agreement cannot be enforced, the rest of it will still apply.
- c. This Agreement is governed by the laws of India and all disputes shall be subject to Delhi jurisdiction.
- d. This document is an electronic record in terms of Information Technology Act, 2000 and the Rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

\*\*\*\*\*End of Document\*\*\*\*\*