

## **Terms & Conditions**

1. These Terms and Conditions namely the Extended Warranty Contract (“**Contract**”) shall govern the Box Service Pack (hereinafter referred to as “Box Service Pack” or “Plan”) availed by any Subscriber of Dish TV India Limited (hereinafter referred to as “Dish TV”, which is inter alia engaged in providing DTH services to its subscribers).
2. The Plan is an extended warranty plan available to a Subscriber of Dish TV to extend the warranty cover of the Set top Box. The extended warranty cover shall be available as per the terms of this Contract.
3. **Services:** This Contract for repair and service of set-top box only (hereinafter referred to as “STB”) is made available only by Dish Infra Services Private Limited (hereinafter referred to as “Dish Infra”, which is inter alia engaged in providing back-end support and repair services to Dish TV) to the Subscribers of Dish TV (hereinafter referred to as “Subscribers”).
4. **Charges:** The services under this Contract shall be availed by a Subscriber at any time on or after the purchase of STB by paying Rs. 99/- (Rupees Ninety Nine only) excluding GST. All payments by a Subscriber shall be made in advance to Dish Infra at the time of signing of this Contract.
5. **Term:** This Contract shall become effective from the effective date as mentioned below in clause 6 and shall remain valid for a period of one (1) year (“Term”).
6. **Effective Date:** The Contract shall become effective:
  - a. from the next day of the expiry of primary warranty period provided at the time of purchase/swapping of STB (“Primary Warranty Period”) and upon receipt of Charges by Dish Infra from Subscriber as mentioned in clause 4 above, if the Contract is entered at any time before the expiry of Primary Warranty Period.
  - b. from the sixteenth (16<sup>th</sup>) day of receipt of such request and receipt of Charges by Dish Infra from Subscriber as mentioned in clause 4 above, if the Contract is entered after the expiry of Primary Warranty Period.
7. In case the Plan is desired to be availed after the expiry of Primary Warranty Period, the Contract shall be extended to the Subscriber subject to checking/verification of the STB by the representative/technician of Dish Infra and verifying that the STB is in working condition to the satisfaction of Dish Infra. In case the STB is found to be defective and any repair needs to be done, then such STB shall be repaired first and the cost incurred shall be borne by the Subscriber. However, it shall be the sole prerogative of Dish Infra whether to offer this Contract to any Subscriber or not in such cases.

8. **Obligations:** The Subscriber agrees and acknowledges that Dish Infra shall be only responsible for providing refurbished STB to Subscriber at free of cost basis if in case the STB of Subscriber under this Contract is found to be faulty/not working due to the reasons beyond the control of Subscriber. The Subscriber also agrees and acknowledges to pay such charges for technician visit as may be applicable as per the policies of Dish Infra, as amended from time to time, if in case the grievance of Subscriber is resolved by the technician without the need of replacement of its STB.
9. **Liability:** In no event shall Dish Infra be liable to the Subscriber under or in connection with this Contract for any direct, indirect, incidental, special, economic or consequential loss or damage, loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings incurred or suffered by the Subscriber whether in an action in contract, tort (including without limitation negligence), statute or otherwise and whether or not Dish Infra was aware or should have been aware of the possibility of such loss or damage.
10. **Exclusion of Liability:**
- 10.1 Dish Infra shall be under no obligation to provide repair/ service under this Contract in case of improper use of the STB or any parts attached thereto and/or unauthorized alterations, modifications or substitutions of STB or any part thereof and/ or if Sr. No. of the STB is altered, defaced or removed and/or if any damage has been caused to the STB or any parts thereof due to water, abnormal voltage fluctuation, rat bite, nuisance caused by any animal including monkeys, pets etc., neglect, Acts of God like flood, lightening, earthquake etc. or causes other than ordinary use.
- 10.2 The Subscriber agrees and acknowledges that Dish Infra shall not be held responsible for any loss arising out of any breakdown of STB and in any delay in repairing the same.
- 10.3 The STB brought to the service center will remain at the service center at Subscriber's risk and Dish Infra shall not be held responsible for any damages caused due to the factors beyond the control of Dish Infra. The to and fro charges for the movement of the STB shall be borne by the Subscriber.
- 10.4 Dish Infra shall not be held liable for any damage caused to the STB or any parts thereof due to transportation / shifting.
11. **Renewal:** Acceptance / renewal of the Contract after its expiry shall be at the sole discretion of Dish Infra.
12. **Coverage & Exclusions:** This Contract shall cover and exclude the following respectively:

Coverage: Set Top Box only; and

Exclusions: Remote Control, LNB, Viewing Card, Cable, Connector and any physical damage to Set Top Box, Viewing Card, Cable and Connector.

13. **Miscellaneous:**

13.1 Any change in the address must be notified by the Subscriber to Dish Infra in writing within thirty (30) days in advance failing which Dish Infra shall not be liable for providing any service to the Subscriber and shall not therefore be held liable for any deficiency in services and in that case the Contract may be terminated immediately.

13.2 The Subscriber agrees and acknowledges that in case Subscriber wants to terminate the Contract before the completion of Term, there shall not be any refund of the charges for the unexpired period.

13.3 The Subscriber agrees and acknowledges that the charges payable by the Subscriber under this Contract are not refundable.

13.4 All defective components of STB not falling within clause no. 13.1 shall be replaced / swapped with compatible working parts and defective parts shall become the property of Dish Infra.

13.5 The Subscriber agrees and acknowledges that this Contract is not transferable.

13.6 Dish Infra shall repair / replace any defective parts of STB only and rectify any problems resulting from workmanship free of charge. Dish Infra reserves the right to use reconditioned parts with performance parameters equal to those of new parts in connection with any services performed under Dish TV limited warranty. Defective parts needs to be submitted to Dish Infra and the same shall become the property of Dish Infra.

14 **Jurisdiction:** This Contract 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 only. THE SUBSCRIBER HAS READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS OF THIS CONTRACT AND THE SAME ARE ACCEPTABLE TO SUBSCRIBER COMPLETELY WITHOUT ANY LIMITAITON.