



CUSTOMER APPLICATION FORM / ಗ್ರಾಹಕರ ಅಪ್ಲಿಕೇಷನ್ ಫಾರಂ

Victory Digital Network Pvt. Ltd.,

No. 1946, 2nd Floor, Sonalika Tractors Building,

Opp. Jain Bajaj, P. B. Road, Davangere - 577 006.

Phone : 08192-233133, E-Mail : victorydigitaldvg@gmail.com

Please tick the appropriate box, wherever boxes are provided for your answer

1. Type of Customer INDIVIDUAL CORPORATE

2. Applicant's Name Mr./MRS./MS. First Name/Middle Name/Sur Name

3. Date of Birth Gender Male Female

4. Installation Address/ವಿಳಾಸ

City/ಪಟ್ಟಣ Pin Code/ಪಿನ್ Dist./ಜಿಲ್ಲೆ State/ರಾಜ್ಯ

5. Tel./ದೂರವಾಣಿ STD Code

6. Mobile/ಮೊಬೈಲ್ 7. E-mail/ಈ-ಮೇಲ್

8. Photo/Residential ID Proof Given / Adhaar Card/ RATION CARD/ VOTERS ID/ DRIVER'S LICENSE/ PASSPORT/ OTHER/

9. Languages Spoken at Home/ಮಾತೃಭಾಷೆ

10. Internet Connection at Home YES NO 11. If yes Then Name of Service Provider

12. PACKAGE SELECTED* 13. V DIGITAL BY CHOICE (A La Carte)

14. Subscription Charge 15. Payment Terms MONTHLY QUARTERLY HALF-YEARLY ANNUAL

16. Preferred Time of Contact 7-9 am 9-10 am 11-1 pm 1-3 pm 3-5 pm 5-7 pm 7-9 pm

17. Registration Charge Installation Charge Activation Charge Security Deposit Others Total Charges

This customer activation contract is made between V Digital and the customer (details mentioned in the customer activation form above). The customer activation contract includes the customer activation form (by reference). Upon execution on the customer activation Form, V Digital shall provide a Set Top Box ("STB") to the Customer, which will facilitate the customer to get digital cable signals. The STB shall at all times remain the exclusive property of V Digital. Customer shall use the Set Top Box as per the instructions stated in the manual. The Customer shall not use the STB for any illegal activities. The Customer shall use the STB for self use only at the address stated in the Customer Activation Form and shall not transfer the STB to any third party or any other place. The details mentioned in the customer Activation Form are true and Correct to the best of my knowledge

ಈ ಗ್ರಾಹಕ ಸಂಪರ್ಕ ಸಕ್ರಿಯ ಕರಾರನ್ನು ವಿ-ಡಿಜಿಟಲ್ ಮತ್ತು ಗ್ರಾಹಕರ ನಡುವೆ ಏರ್ಪಡಿಸಿರುವ ಒಪ್ಪಂದವಾಗಿದೆ. ಈ ಕ್ರಸ್ತಮರ್ ಆಕ್ಟಿವೇಷನ್ ಫಾರಂನಲ್ಲಿ ಒಳಗೊಂಡಿದೆ. ಈ ಕ್ರಸ್ತಮರ್ ಆಕ್ಟಿವೇಷನ್ ಫಾರಂ ಸಕ್ರಿಯಗೊಂಡ ನಂತರ ಎಸ್.ಟಿ.ಬಿ.ಯನ್ನು ಗ್ರಾಹಕರಿಗೆ ಒದಗಿಸಲಾಗುವುದು. ಈ ಎಸ್.ಟಿ.ಬಿ.ಯನ್ನು ಗ್ರಾಹಕರಿಗೆ ಡಿಜಿಟಲ್ ಕೇಬಲ್ ಸಿಗ್ನಲ್‌ನ್ನು ಪಡೆಯಲು ನೆರವಾಗುತ್ತದೆ. ಈ ಕರಾರಿನ ಅವಧಿಯಲ್ಲಿ ಎಸ್.ಟಿ.ಬಿ.ಯು ವಿ-ಡಿಜಿಟಲ್‌ನ ಸ್ವತ್ತಾಗಿಯೇ ಮುಂದುವರಿಯುತ್ತದೆ. ಗ್ರಾಹಕರು ಎಸ್.ಟಿ.ಬಿ.ಯ ಕೈಪಿಡಿಯ ನಿರ್ದೇಶನದಂತೆ ಎಸ್.ಟಿ.ಬಿ.ಯನ್ನು ಉಪಯೋಗಿಸತಕ್ಕದ್ದು, ಗ್ರಾಹಕರು ಎಸ್.ಟಿ.ಬಿ.ಯನ್ನು ಇನ್ನಿತರ ಕಾನೂನು ಬಾಹಿರ ಚಟುವಟಿಕೆಗಳಿಗೆ ಉಪಯೋಗಿಸಬಾರದು. ಗ್ರಾಹಕರು ಫಾರಂನಲ್ಲಿ ಸೂಚಿಸಿದ ವಿಳಾಸದಲ್ಲಿ ಮಾತ್ರ ಎಸ್.ಟಿ.ಬಿ.ಯನ್ನು ಬಳಸತಕ್ಕದ್ದು, ಇನ್ನಿತರ ಹೆಸರಿನಲ್ಲಿ ಇನ್ನಿತರ ಸ್ಥಳಕ್ಕೆ ಯಾವುದೇ ರೀತಿಯ ಅವಕಾಶವಿರುವುದಿಲ್ಲ. ಈ ಮೇಲ್ಕಂಡ ವಿವರಗಳು ಸತ್ಯವೆಂದು ಪ್ರಮಾಣಿಸಿ ರುಬು ಮಾಡಲಾಗಿದೆ. (ಈ ಕ್ರಸ್ತಮರ್ ಆಕ್ಟಿವೇಷನ್ ಕರಾರನ್ನು ಗ್ರಾಹಕರು ಮಾತ್ರ ಸಹಿ ಮಾಡಲು ಅವಕಾಶವಿರುತ್ತದೆ)

Date

Customer's Signature / ಚಂದಾದಾರ ಸಹಿ.

TO BE FILLED IN BY SERVICE PALTRIER / LCO

LCO ID Customer Service Rep Name LCO NAME Customer Service Rep ID LCO Stamp & Signature CSR Sign

FOR V DIGITAL OFFICE USE ONLY

Customer ID (Old) Customer ID (New) (SMS) STB Type Viewing Card Number (if any) Authorised Signatory STB Unique ID Received on



SUBSCRIBER AGREEMENT

1. SERVICES

- 1.1 This agreement specifies the terms and conditions on which Victory Digital Network Private Limited (hereafter referred to "V Digital") shall provide the digital cable television and broadband internet services ("Services") to the person, whose name is specified and signature appended on the customer Application Form ("CAF") (hereafter referred to as "the Subscriber")
- 1.2 If V Digital proposes to provide and Subscriber is desirous of availing interactive television services of any other valued added services ("VAS"), then V Digital shall provide such interactive television services and VAS on such other and/or additional terms and conditions to be mutually agreed between V Digital and the subscriber.
- 1.3 V Digital is not under an obligation to provide the Subscriber the services, upon receipt of the signed CAF or the fees. If after receipt of the CAF and the fees. V Digital does not provide the services to the Subscriber, then V Digital shall refund any amounts paid by the Subscriber to V Digital.
- 1.4 The Subscriber shall select a subscription package and inform V Digital of the subscription package selected, along with the applicable fees while submitting the CAF. Upon the receipt of the the above subscription request and fees (including applicable security deposit / or installation / activation charges), V Digital may provide the Subscriber the Set Top Box ("STB"), the smart and such other accessories as may be necessary and then provide the Subscriber the subscription package.
- 1.5 The Subscriber is entitled to alter, add to or substitute the subscription package by information V Digital in advance and paying the additional fees, if any for such new selection.

2. SET TOP BOX

- 2.1 Upon V Digital accepting the CAF and receiving the fees, security deposit and installation / activation charges as specified by V Digital, V Digital may install the Digital set Top Box with a smart card and all requisite accessories at the location specified by the subscriber.
- 2.2 If the SBT or smart card are damaged or cannot be used due to any acts of the Subscriber, V Digital shall replace the same, at the cost of the Subscriber.

3. SUBSCRIBER'S OBLIGATIONS

- 3.1 The Subscriber will be responsible for the safe custody and maintenance of the STB, smart card and the accessories provided to the Subscriber by V Digital
- 3.2 The Subscriber shall not sub-let or transfer the STB, smart card and / or the accessories provided to any person without the prior written permission of V Digital
- 3.3 The Subscriber shall not tamper with, reverse engineer, decompile or copy or distribute or misuse in any manner the software embedded in the smart card or the STB.
- 3.4 The Subscriber shall not commit any actor deed which adversely affects the quality, functionality, availability and / or reliability of services rendered by V Digital to any person.
- 3.5 The Subscriber shall the service for lawful purposes only and shall not post or transit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy of publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- 3.6 The Subscriber acknowledges and covenants that the Services are provided for use in a single point (where subscriber is an individual) or in a single office at a single point (where the subscriber is a corporate) and any attempt to resell or distribute service without the expression written permission of V Digital, will result in immediate termination of Services and possible criminal prosecution.

4. FEE AND CHARGES

- 4.1 The Subscriber shall pay for the Service, to which he/she/it has subscribed herein, including applicable security deposit and charges for installation and activation in advance.
- 4.2 In addition to the amounts specified in the CAF, the Subscriber shall be liable to pay service tax or such other similar taxes, duties and levies on the amounts payable by the Subscriber to V Digital.
- 4.3 If the Services provided to the Subscriber are disconnected for any reason whatsoever, the Subscriber shall be liable to pay reconnection charges in addition to the fees and charges payable by the Subscriber for availing of the Services.
- 4.4 The Subscriber shall make payment for at least one-month charges/bill and installation / activation charges for the Services. The Subscriber shall not be entitled to any refund / adjustment if the terminates this agreement within one billing cycle as opted by him the CAF.
- 4.5 If the agreement is terminated by either party and the Subscriber has paid amount in advance to V Digital, shall refund part of such amounts to the Subscriber on a pro-rata basis

5. TERM AND TERMINATION

- 5.1 This agreement shall commence upon V Digital activating the smart card and shall remain in force, till terminated as per the terms of this agreement.
- 5.2 V Digital shall be entitled to terminate this agreement and deactivate the Services for any or no reasons by providing 7 days notice.
- 5.3 Upon the termination of this agreement, the Subscriber shall return the STB and the smart card to V Digital in the same condition as it was when provided to the Subscriber. If the STB and the smart card are not in the condition as specified above, then the Subscriber shall be liable to pay V Digital the cost of replacing the STB and the smart card. If the Subscriber has outright purchase the STB, then the subscriber will be entitled to retain the STB and return only the smart card to V Digital upon termination of this agreement.

6. DISCLAIMER OF WARRANTY - LIMITATION OF LIABILITY

- 6.1 THE SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER V DIGITAL NOR THEIR AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT OR INFORMATION SERVICE PROVIDERS OR LICENSORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO OR MERCHANDISE PROVIDED THROUGH THE SERVICE. CERTAIN CONTENT MAY BE OBJECTIONABLE OR UNSUITABLE FOR MINORS AND SUBSCRIBER IS RESPONSIBLE FOR AND MUST EXERCISE HIS / HER OWN DISCRETION WHEN ALLOWING MINORS TO USE THE SERVICE.
- 6.2 V DIGITAL NOT WARRANT. AND SHALL NOT BE RESPONSIBLE IN ANY REGARD FOR ANY MERCHANDISE OR SERVICES ORDERED THROUGH THE SERVICE FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. SUBSCRIBER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY V DIGITAL FOR ALL LIABILITY IN CONNECTION THEREWITH.
- 6.3 THE SERVICE, THE EQUIPMENT AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIES WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION. RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
- 6.4 NEITHER V DIGITAL NOR THEIR AFFILIATES NOR ANY OF THEIR VENDORS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO THE OPERATION OR REPAIR OF SUBSCRIBER'S SOFTWARE OR COMPUTER, OR FOR ANY LOSS OF DATA BY SUBSCRIBER, HOWEVER CAUSED.
- 6.5 IN NO EVENT (INCLUDING NEGLIGENCE) WILL V DIGITAL OR THEIR AFFILIATES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICE (INCLUDING) THE CONTENT INCLUDED THEREIN OR THE INFORMATION SERVICES ACCESSED THEREBY), THE EQUIPMENT OR THE SOFTWARE, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR OUT OF THE BREACH OF ANY WARRANTY.
- 6.6 IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF V DIGITAL UNDER THIS AGREEMENT EXCEED ONE MONTH'S TOTAL PAYMENT PAID BY SUBSCRIBER TO V DIGITAL.

7. AMENDMENTS AND VARIATIONS

- 7.1 V Digital is entitled to change, vary, add, withdraw, the Services or the subscription package or a part thereof and / or vary the charges and fees related there to at any time. Upon making such changes, variations, additions or withdrawals, V Digital shall inform the subscriber of the same.
- 7.2 if the Subscriber continues to use the Services after the notice informing the Subscriber or the said changes, variations, additions or withdrawals, the Subscriber shall be deemed to have agreed to such changes, variations, additions or withdrawals.

8. USE OF INFORMATION

V Digital shall be entitled to use, distribute, sell, transfer, or otherwise share with other persons or entities user lists as well as the information provided by the Subscriber to V Digital in the CAF, without disclosing the identity of the particular Subscriber. The Subscriber may opt out of such participation at any time by a issuing a notice to V Digital .

9. MONITORING

V Digital shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms, bulletin boards and forums, in order to determine compliance with this agreement.

10. INDEMNITY

The Subscriber shall be liable to indemnify V Digital against any and all liabilities that may arise due to any misrepresentation made by the Subscriber or breach of any obligation of the Subscriber.

11. DISPUTE RESOLUTION

In relation to any legal action or proceedings arising out of or in connection with this agreement, each party hereto irrevocably submits to the exclusive of the competent courts of Davangere India.