



Customer's Agreement

The customer/subscriber agrees that by signing CAF, he/she abide by all the conditions mentioned here

1. The terms & conditions herein contained shall constitute a legally valid and subsisting agreement between Kodada Communicaiton Networks (herein after referred to as "the Company") and the customer (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 CAF Form / availing the services
2. The service shall be provided to the customer (through LCO) based on the subscription request and subject to any regulatory/governmental control and intervention in respect of the service. The customer agrees and acknowledges that it has subscribed the channels/bouquet after understanding the tariff of the channels/bouquet of channels and rates of SPE
3. The customer shall be provided STB along with VC to enable 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 customer shall return the same on the expiry/termination of this agreement or on cessation of the provision of the services. The customer 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
4. For change, addition, deletion, substitution, modification of the subscribed service, the customer shall submit the requisite form together with the applicable processing fee/charges at least 2 working 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 customer to any refunds or adjustments of the monies already paid, billed or to be billed under the additional terms
5. The customer is bound to pay at least one-month charges/bill for the subscribed service with or without modification as stipulated above and he/she/it shall not be entitled for any refund/adjustment even if he/she/it opts out from such service(s) before the expiry of one month
6. The customer 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.starwaydigital.in and/or by any other electronic medium as may be specified from time to time
7. The customer 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 customer subject to paying the due fee & charges as per the policy of the Company
8. 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
9. The subscription and other fee has been explained and agreed to by the customer, 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 customer agrees and undertakes to pay the revised fee for the services
10. 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 customer 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
11. The customer hereby acknowledges and agrees that depending upon different subscribed service chosen by various customer(s), the prices and Terms & Conditions applicable thereto may be different
12. 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
13. The Company and/or its authorized cable operators are entitled to carry out the inspection of the customer premises to verify the compliance with/fulfilment of the conditions stated herein on the part of customer 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
14. The channel/packages fees as prescribed from time to time for each channel/packages selected by the customer 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.starwaydigital.in
15. 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.
16. the Company at its sole discretion may suspend / discontinue the services by giving reasonable notice to the customer
17. 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 Kodada

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

Customer's signature _____

Date & Place _____