

# Customer Application Form

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CAF No. :  
 Date :  
 Customer ID :



## Customer Information

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 Customer:  Individual  Institution  Hotel/ Hospital  Co-op.Hsg. Soc.  Office  Others Specify \_\_\_\_\_

4. Address Proof:  Passport  Voter ID Card  Driving License  Ration Card  Telephone Bill (MTNL/BSNL)  
(Attested Copy)  Electricity Bill  Others Specify \_\_\_\_\_

5. STB Type  SD  HD

6. Connection Type  Parent  Child  
 If Child, Parent CAF No.  Parent Account No.

7. STB & VC Details:  
 VC No.1.:  STB No.:   
 VC No.2.:  STB No.:   
 VC No.3.:  STB No.:

## STB Payment Details

Payment Terms  Monthly  Quarterly  Half Yearly  Annually

If payment made through Cheque / D.D. No.  \* Cheque subject to realization  
 Drawn on Bank Details  Dated

## 8. Customer'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 CAF 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.

Date:           Customer's Signature: \_\_\_\_\_

## 11. Cable Operator's Details:

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

## 12. CCON - Contact details:

## CCON CARE SERVICES

Contact Persons Name & Mobile No.  
 I.  II.  E-mail : \_\_\_\_\_  
 Toll Free : \_\_\_\_\_

## Acknowledgment

Received with thanks from Mr./Ms./M/s. \_\_\_\_\_ Customer  
 Application Form along with Rs. \_\_\_\_\_ towards STB amount.

Date           Company / Affiliates Name \_\_\_\_\_

## FOR OFFICE USE ONLY

Rejection Reasons \_\_\_\_\_

Date of Receipt

Entered By \_\_\_\_\_ Local Office Address

Audit

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

Off : GST No. \_\_\_\_\_

(CUSTOMER COPY)

## 1. CUSTOMER AGREEMENT:

The Terms & conditions herein contained shall constitute a legally valid and subsisting agreement between **CCON Pvt. Ltd.** and the Customer (named in the application form) and their respective assignees/heirs/executors/administrators, as the case may be for availing cable TV Services either directly and/or through its linked cable operators in DAS notified areas. The conditions mentioned are understood and accepted by the Customer s and shall be applicable for the Customer on signing of the SAF Form / availing of the Service.

## 2. DEFINITION:

(i)

"Digital Addressable system" means an electronic device(which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the Customer within limits of the authorization made, through the Conditional Access System and the Customer management system, on the explicit choice and request of such Customer , by the **CCON Pvt. Ltd.** to the Customer .

(ii) "Broadcaster" means a company from which **CCON Pvt. Ltd.** sources its programming service/channels and includes its authorised distribution agencies.(iii) "Cable Operator" means any person, duly authorised by **CCON Pvt. Ltd.**, who provides Services through a cable television networks to the Customer s after receiving the same from **CCON Pvt. Ltd.**(iv) "Channels" means such satellite based free-to-air & pay television channels, radio channels, local cable channel(s) and other related value added services as may be subscribed by the Customer and which shall be authorised & distributed by **CCON Pvt. Ltd.** as part of its service in encrypted mode which can be viewed by the Customer only by means of the STB.(v) "11 Pay Channel" in respect of a cable television network, means a channel for which subscription fees is to be paid to the broad casters by **CCON Pvt. Ltd.** and due authorization needs to be taken from the broadcaster for its re-transmission.

(vi) " DAS area" means the areas where in terms of notifications issued by the Central Government under sub-section (1) of section 4Aof the Cable Television Networks (Regulation) Act, 1995 (7of1995), it is obligatory for every cable operator to transmit or re-transmit programmes of any channel in an encrypted format through a digital addressable system.

(vii) "Permitted Viewing Device" or "PVD" means either a viewing device and /or a hearing device which is specifically permitted, being television and personal computer.

(viii) "Program" means any television broadcast and includes-

(a) exhibition of films, features, drama, advertisements, serials, news &amp; current affairs;

(b) any audio or visual or audio-visual live performance or presentation and the expression "programming service" shall be constructed accordingly;

(ix) "Service" means the digital addressable cable TV services provided by **CCON Pvt. Ltd.** and any value added services as may be authorized directly at the Customer s Premises through the STB, in accordance with the Subscription Request.(x) "Customer Premises Equipments" or "SPE" means Set Top Box, Viewing Card, remotes and other equipments given by **CCON Pvt. Ltd.** or Its linked cable operator to the Customer so as to enable him/her/ It to access the services on Permitted Viewing Device (PVD).

(xi) "STB" (Set-top-box) means a device, which is connected to, or is part of a PVD and which is compatible with and allows a Customer to receive in unencrypted and descrambled form subscribed channels through an addressable system regardless of its brand or manufacture or acquisition source to enable Customer to view the channels

(xii) "Customer Application Form" or "SAF" means the standard format of Customer application form (SAF) to enable prospective Customer to subscribe to the Service by duly filling, signing by accepting the Terms & Conditions mentioned overlaid to the SAF and submitting it to **CCON Pvt. Ltd.** and/or its authorised cable operators.

(xiii) "Customer Premises" means the installation location specified by the Customer in the SAF STB will be installed to view the Service directly using one and only one Permitted Viewing Device.

(xiv) "Subscription Request" means the Channel (s) and /or bouquet of Channels and applicable tariff plan / schemes selected by the Customer by filling of the requisite SAF manually or through any electronic mode or any modification/amendments effected therein from time to time.

(xv) "VC" (Viewing Card) means the smart card approved by **CCON Pvt. Ltd.**, which when inserted in the STB, enables the STB to decode the service or portion thereof that the Customer has sought under the Subscription Request.

(xvi) "SPE"(Customer Premises Equipment, also at times referred to as CPE/"Customer Premises Equipment") means STB, VC and other tools and equipments/device(s) installed/to be installed at the Customer Premises in order to receive subscribed channels in unencrypted and descrambled form as per the subscription request.

## 3. TERMS:

(i) Agreement commences upon installing STB, activating the viewing card (VC) and shall remain in force, subject to applicable terms based on the Subscription Request by the Customer . **CCON Pvt. Ltd.** reserves the right to reject the Customer Form for any reason. Any money paid by the Customer shall not create any right in favour of Customer until activation of the VC. In addition, **CCON Pvt. Ltd.** reserves the right to discontinue the Service even after activation without any liability save and except for refund of money paid by the Customer towards subscription/activation, rental, Hire Purchase value and the VC deposit as the case may be. The Customer represents that he/she has been fully informed about the Cable Television Services provided by **CCON Pvt. Ltd.**, its specifications, requirements, limitations, etc. and has only thereupon opted for such services, filled up and submitted the Customer form, and sign the Agreement.(ii) **CCON Pvt. Ltd.** shall perform Its obligations and do inspection under this agreement Including collection of subscription charges, deposits, rents, either through Its employees or through Its authorized cable operator or any other authorized representative.(iii) The Customer hereby confirms that the SPE has been examined, inspected and demonstrated to him and is in good working conditions to the satisfaction of the Customer . No claim or objection shall hereafter be admissible against **CCON Pvt. Ltd.** or its authorized cable operator as to the quality & functioning of SPE.

(iv) 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:

(i) The Service shall be based on the Subscription Request and provided to the Customer subject to any regulatory/governmental control and intervention in respect of the Service, (ii) The Customer shall be provided a SPE to enable the Customer to access the Service, on the

Terms & Conditions of this Agreement, including any modifications, alterations, additions and substitution therein, from time to time, (iii) In case Customer has not purchased the SPE, he/she/It hereby acknowledges and agrees that he/she/It shall not acquire right, title and interest in the SPE and that the SPE shall be returned by the Customer upon termination/determination hereof, and/or deactivation or temporary suspension of the Service. However, VC shall always remain the sole property of **CCON Pvt. Ltd.** (iv) The Channels/packages of Channels and the respective charges/rates available for commercial and residential Customer s are different and a commercial/residential Customer can choose the Channels/package of Channels as per the prevalent scheme, (v) 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 15 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. (vi) (a) 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/It shall not be entitled for any refund/adjustment even if he/It opts out from such Service(s) before the expiry of one month, (b) Notwithstanding anything mention in Clause (a) above, where the Customer has opted for a channel on ala-carte basis for a period less than three (3) months then the Customer shall pay for three months (hereinafter referred to as "Lock-in-Period") of the price of the opted channel. The Customer shall be liable to pay price of opted channels for Lock-in-Period even if he opts out from such Service or his Service are deactivated in terms of this Agreement, before the expiry of such lock-in-period, (c) 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.ccondigital.com](http://www.ccondigital.com) and/or by any other electronic medium as may be specified from time to time, (d) The Customer shall be responsible for safe custody of SPE and also of VC number & STB number and/or password provided by **CCON Pvt. Ltd.** and shall be liable for the payment of subscription charges/entire billing amount pursuant to provision of Service@ by **CCON Pvt. Ltd.** as per subscription request, (e) **CCON Pvt. Ltd.** may at its sole discretion continue to provide services for a period of 15 days or more (herein after referred to as "grace period") even after the due date of subscription payment. In order to facilitate the Subscriber to make payment. However such g race period, If at all provided by **CCON Pvt. Ltd.** shall not be construed as right of the Customer and in case of deactivation of Services of the Customer due to payment default even in grace period, the Customer shall be liable to make the payment for the period during which he/she has availed the Services including the Services availed during the grace period along with twelve percent interest per annum, (vii) The Service quality, functionality, availability and/or reliability thereof may be affected for reasons beyond the control of **CCON Pvt. Ltd.** In such event , **CCON Pvt. Ltd.** 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 Customer @ 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; (b) Transmission limitations/problems caused by topographical, geographical, atmospheric hydrological, environmental conditions, and/or mechanical conditions and/or such other factors/features/conditions, system@ changes or capacity I limitations for reasons of up gradation variations, installation ,relocations, repairs, operation and/or maintenance of systems/equip ments or the Services; (c) the requirement to combat potential fraud, sabotage, will full destruction , etc. (d) for any legitimate business purposes; (e) on breach of any term of this Agreement; (f) force majeure circumstances, Act of God; (g) Incompatibility with SPE; (h) any delay In payment of any dues by the Customer . In case of suspension/disconnection, etc. reconnection/reactivation may be affected by **CCON Pvt. Ltd.** in its sole discretion subject to its satisfaction and on such other/further terms as **CCON Pvt. Ltd.** may determine, (viii) The Services provided in terms of this Agreement shall be as prevalent in the market which can be changed at the sole discretion of **CCON Pvt. Ltd.** (ix) The SPE provided to a Customer shall, at all times, remain the property of **CCON Pvt. Ltd.** except in cases where STB has been purchased by the Customer . **CCON Pvt. Ltd.** shall not be liable for any incidental damage to the Customer or the Customer Premises from the use of SPE. The Customer shall take proper care of SPE and ensure its maintenance in proper working condition at all times. The SPE should not be given on loan/hire or transferred to anyone else, (x) In case, the SPE has been procured under a scheme in which the SPE wa3 on security deposit basis, the refund of security deposit shall be subject to return of the SPE in proper working condition and submission of original receipt duly stamped by **CCON Pvt. Ltd.** at the above address, provided the **CCON Pvt. Ltd.** Subscribed Service/ice is continued till the time the refund of security deposit is claimed and there is no default in payment of applicable charges towards the Services during the tenure of this Agreement. In case, the SPE procured under the rental scheme, the refund of unexpired portion of the rental amount, If any, shall be made after deducting the proportionate rental amount representing period of use of SPE under the rental scheme, the cost of Installation and distribution cost applicable taxes/levies subject to return of the SPE In proper working condition, (xi) **CCON Pvt. Ltd.** is entitled to change, vary, add, withdraw the Subscribed Services, 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/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, (xii) The Customer hereby acknowledges and agrees that depending upon different Subscribed Service chosen by various Customer @, the Prices and Terms & Conditions applicable thereto may be different. (xiii) **CCON Pvt. Ltd.** shall be responsible for any defect (other than the defect due to any unauthorized or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instructions) in SPE or any equipment/accessories forming part of SPE during the warranty period. (xiv) **CCON Pvt. Ltd.** reserves absolute right not to broadcast any Channel if it is anti-national or against communal harmony or it promotes political/religious propaganda or if banned/restricted or prohibited under any law for the time being in force or for any other reason which **CCON Pvt. Ltd.** feels it is not in the interest of its viewers or society, (xv) **CCON Pvt. Ltd.** and/or its authorized cable operators are entitled to carry out the inspection of the Customer Premises to verify the compliance with/fulfillment of the conditions stated herein on the part of Customer and shall be entitled to take photographs, documents materials, equipments etc. as proof of violation of this Agreement and/or infringement of any intellectual property rights of **CCON Pvt. Ltd.** The instances of piracy or violation of any intellectual property rights and/or unauthorized viewing of the Channels as detected against the Customer by finger printing mechanism and/or any other mechanism/method system deployed by **CCON Pvt. Ltd.** for such detection shall be valid and acceptable to and uncontested by the Customer . Subject to the applicable laws/rules/regulations for the time being in force, **CCON Pvt. Ltd.** shall have rights to immediately disconnect the Service. If a SPE reported to have been involved in piracy, **CCON Pvt. Ltd.** shall have no liability whatsoever for disconnection of the Services by **CCON Pvt. Ltd.** under the said regulations. (xvi) This CAF provides option to the Subscriber to choose from various options to avail SPE from **CCON Pvt. Ltd.** The Terms & Conditions of the SPE options are also available on the website of **CCON Pvt. Ltd.** On signing of the CAF, you understand and agree to abide by the applicable Terms & Conditions under which the SPE has been availed by you. (xvii) In case the subscription fee is not paid and SPE is not returned to **CCON Pvt. Ltd.** **CCON Pvt. Ltd.** shall have the right to charge an amount of Rs. 50/- (Rupees Fifty Only) per month towards maintenance charge, (xviii) Customer can procure an SPE of approve quality (as specified by Bureau of Indian Standards) from any source provided the same shall be compatible with **CCON**'s network, (xix) The SPE shall be solely used for availing **CCON**'s services and shall not be used for availing services of any other cable television service provider, (xx) The SPE shall have only one year warranty from the date of installation at the Customer 's premises.

## 5. OBLIGATIONS OF CUSTOMER :

To deposit bills raised and payments thereof, in such mode as may be notified from time to time, within the due dates of payments mentioned in the bills, either at the centers publicly informed and notified by **CCON Pvt. Ltd.** for the collections of bills by way of depositing the billing amount In designated Bank Account, or by paying the same to the authorized persons / cable operators,

To use only such SPE and apply only such VC issued for such STB, as specified by **CCON Pvt. Ltd.** which are compatible with its network and registered in the name of the Customer .

To take proper care of STB/VC of **CCON Pvt. Ltd.** and intimate immediately in writing to **CCON Pvt. Ltd.** in case of loss / misplacement of VC with or without STB. **CCON Pvt. Ltd.** shall thereafter, with in reasonable time, deactivate the same. Customer shall continue to be liable for charges incurred on the said VC until it is so deactivated,

Not to use, either before or after the STB (except TV/PVD), any decoding, receiving, recording

equipment@ other than the equipment authorized and specified by **CCON Pvt. Ltd.**

To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by **CCON Pvt. Ltd.**

(i) Not to remove or shift STB/VC from the Customer s premises, without written consent of **CCON Pvt. Ltd.**

(ii) Not to replace, sell, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, alter, misuse or tam per with the SPE including the seals (see to prevent opening of STB) and VC. Any such act by the Customer shall be construed as willful and criminal

omission and /or commission on the part of the Customer in addition to breach of its obligation in this agreement

(iii) To give all assistance, which **CCON Pvt. Ltd.** may be reasonably expected to receive, in connection with this Agreement(iv) Not to indulge in piracy or activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copy right of **CCON Pvt. Ltd.** broadcaster, transmitter or any other person associated with such transmission

(v) Not to distribute or redistribute signals from subscribers premises to any neighboring premises

(vi) Intimate **CCON Pvt. Ltd.** within two (2) days of receipt of bill/statement of subscription charge/charges, any discrepancies In billing(vii) Customer shall not be entitle or transfer or assign its obligations and liabilities mentioned herein to any other person /party under any circumstances, without prior permission of **CCON Pvt. Ltd.**(viii) To deposit with **CCON Pvt. Ltd.** such amount as per the rental scheme/hire purchase scheme opted by Customer s interest free security deposit(ix) To pay monthly rental charges/hire purchase charges to **CCON Pvt. Ltd.**(x) To return STB/VC to **CCON Pvt. Ltd.**, on termination of this agreement, in good working condition(xi) If the Customer indulges (whether himself or in association with any other person), or causes any other person to indulge, in any offence pertaining to piracy (including infringement of any copyright, trademark, etc.) of any broadcaster or any other person **CCON Pvt. Ltd.** shall have the right to deactivate the services of the Customer , subject to applicable laws/rules/regulations for the time being In force and also have the right to terminate this agreement forthwith, such deactivation and the termination shall be In addition to the consequences and penalties elsewhere mentioned in this agreement(xii) Any damage, loss, theft or STB/VC etc shall be on account of the Customer and the Customer shall be liable to make good such damage, loss, theft etc. by paying the price of such STB/VC to **CCON Pvt. Ltd.**

(xiii) The agreement is personal to the Customer and right of the Customer shall not be assignable or transferable by him in favour of a third party. Any transfer or assignment effected in contravention of the expressed provision contained herein shall not absolve the Customer of its obligation/ liabilities

(xiv) Responsible for payment of all taxes, levies or charges, Penalties, damage set etc, imposed or under any statute, for the time being in force 6. LIMITATIONS OF LIABILITIES:

(i) It is expressly understood and agreed by the Customer that **CCON Pvt. Ltd.** shall not have any obligation/liability whatsoever under this Agreement, towards the Customer on account of:- (a) any defect in SPE (including STB and/or VC) due to any unauthorized or improper use, replacement,

removal, modification, alteration, misuse, tampering. Negligence or failure to follow the prescribed instructions of **CCON Pvt. Ltd.**

(ii) any action or failure to actor default on the part of any supplier (s) of **CCON Pvt. Ltd.** and/or its agent@ or nominee @, etc.(iii) any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of **CCON Pvt. Ltd.**(iv) any indirect or consequential loss even if resulting from or caused due to any default on the part of **CCON Pvt. Ltd.** or any of its officers, employees, suppliers, distributors/franchisee agents or nominees,

(v) deactivation of Services in terms of the agreement,

(vi) it is expressly agreed by the Customer that **CCON Pvt. Ltd.** has not offered or provided, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose and **CCON Pvt. Ltd.** obligations with respect to the same except as set out In terms of this agreement. The

Customer agrees that **CCON Pvt. Ltd.** shall not be liable for any consequential, Incidental, Indirect, remote, economic punitive damage even If **CCON Pvt. Ltd.** has been advised of the possibility of such damages, (ii) The maxim urn overall

liability of CCON Pvt. Ltd. in contract, tort or otherwise, shall be to return

the payment amount received, after adjusting the charges due from the Customer. In no event shall CCON Pvt. Ltd. its Officers, Employees, Directors, Representatives and assignees be liable for any direct, indirect or consequential, damages, loss, costs, and expenses of whatsoever nature.

7. NON PAYMENT OF CHARGES AND BILL:

(I) Without prejudice to such rights and remedies that CCON Pvt. Ltd. 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 SPEs, interest dues, if any, etc., in the event of any delay or failure by the Customer to pay the charges including subscription charges, rental, interest, etc. in accordance with the provisions of this agreement, CCON Pvt. Ltd. shall be entitled to deactivate the service and at its option terminate this agreement in accordance with TRAI Regulations and retake physical possession of the STB/VC and the Customer shall not object to the retaking of possession of STB/VC by CCON Pvt. Ltd. On such termination, the Customer shall immediately return the said STB/VC to CCON Pvt. Ltd. provided however, CCON Pvt. Ltd. at its discretion, waives its right to terminate this agreement, upon such a terms conditions as CCON Pvt. Ltd. may deem fit and proper, which shall, inter-alia, include the receipt by CCON Pvt. Ltd. (a) of the entire payment, as a Customer is liable to pay pursuant to provisions of this agreement together with interest accrued thereon at the rate of twelve (12) percentage per annum from the date such amounts remain with the Customer, till they are fully paid; and (b) further charges as may be decided by CCON Pvt. Ltd. at its sole discretion

(ii) Without prejudice to such rights and remedies that CCON Pvt. Ltd. may have in-law or under provision of this agreement, In the event of any delay or failure by the Customer to pay the charges including subscription and other charges as per the bill (s) In accordance with the provision of this agreement, CCON Pvt. Ltd. shall (in addition to the consequences mentioned in this agreement) be entitled to deactivate the service and at its option terminate this agreement in accordance with TRAI regulations and all sums due and payable by Customer to CCON shall remain due and payable

8. DAMAGE(S):

(i) In case the contravention or violation of any of the covenants or Term and Conditions of this Agreement, CCON Pvt. Ltd. shall have the right to initiate appropriate legal proceedings civil and/or criminal charges against the Customer .

9. TERMINATION OF THE AGREEMENT:

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 Customer breaches any obligation or covenant under this Agreement or of any conditions under which the SPE was provided to the customer (b) if the Customer commits an act of bankruptcy or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver for the whole or a substantial part of his/her property or appointment of trustee or receiver without his/her consent or bankruptcy, reorganization or insolvency proceedings instituted by or against the Customer voluntary or otherwise, (c) if CCON Pvt. Ltd. decides either suo-motu or on the advice or request of a authorised cable operator, distributor, franchisee or other authorized persons of CCON Pvt. Ltd. or bank/financial institution that has financed the SPE or on the advice of the insurance company or on the report submitted by an inspecting officer acting on behalf of CCON Pvt. Ltd. to the effect that Customer has violated any Terms & Conditions of this Agreement to deactivate the Services permanently, (ii) Where the Customer signifies his/its intention to discontinue the Service, the following shall have been complied with:- (a) intention of the Customer shall be in writing and accompanied with the SPE; (b) the Customer 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 Customer . In case of termination of the Agreement Customer shall surrender SPE to CCON Pvt. Ltd. immediately without any delay, (iii) Where this Agreement has been terminated pursuant to this clause CCON Pvt. Ltd. has the right to (a) proceed to enforce and protect its rights or recover any amount due and payable prior to termination and (b) enforce its rights to recover damages costs and other relief to which it may be entitled under this Agreement and applicable laws.

10. EFFECT OF TERMINATION /EXPIRATION:

(i) Upon the 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 of bill 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 CCON Pvt. Ltd. under this Agreement and/or under the laws of India, (ii) The Customer shall forth with surrender SPE in a functional condition to CCON Pvt. Ltd., (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 Customer will indemnify and keep CCON Pvt. Ltd. indemnified against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made, or brought or commenced against CCON Pvt. Ltd. or which CCON Pvt. Ltd. may or may have to bear, pay or suffer, directly or indirectly due to any act, default or omission by the Subscriber

12. DISPUTE RESOLUTION

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 CCON Pvt. Ltd.) appointed by CCON Pvt. Ltd. in its exclusive discretion and such arbitration shall be held in Delhi.

13. JURISDICTION:

This Agreement shall be governed and construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction in respect of any dispute between parties arising in connection with this Agreement Indian courts in Delhi.

This agreement constitutes the entire agreement between CCON Pvt. Ltd. and the Customer and it shall be binding upon the parties and their respective assignees and executors.

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

Customer's Signature

