

**TERMS AND CONDITIONS (“Terms”)
for ‘GTPL Genie +’**

These Terms are applicable between GTPL Kolkata Cable & Broadband Pariseva Ltd (“**GTPL KCBPL**”) and the subscribers who have availed the cable television services of GTPL KCBPL including its affiliates, associates, subsidiaries, joint venture companies and permitted assigns; and/or the broadband services of GTPL KCBPL’s subsidiary company, i.e. GTPL KCBPL Broadband Private Limited (“**GKBPL**”), and are now desirous of availing the Over-the-Top (OTT) services aggregated and offered by GTPL KCBPL in the name of ‘GTPL Genie +’ (“**Services**”). These Terms govern the respective rights and obligations of each party.

A. Terms and Conditions for Services:

In the context of the aforesaid background, the following Terms shall be applicable and deemed to be accepted by the Subscriber towards the Services:

1. The Subscriber affirms that he/she is a major and has attained 18 years of age.
2. The Services can be availed either by the existing subscriber of the cable television services of GTPL KCBPL and/or the existing subscriber of broadband services of GKBPL (“**Subscriber**”).
3. The Services can be availed by the Subscriber through GTPL KCBPL in terms of the plans that are declared and published by GTPLKCBPL on its website from time to time (“**Plans**”) and the Services/ Plans are subject to change at the sole discretion of GTPL, without any prior notice to the Subscriber.
4. The Subscriber shall be able to avail the benefits of the Services only during the validity of the Plan.
5. The Subscriber will not have the option to upgrade/downgrade the purchased subscription as long as the Plans subscribed by him/her remain active and can exercise such option only at the time of renewal of his/her subscription.
6. The Subscriber can only make online/digital payments for availing the Services.
7. The subscription charges towards the Services will be required to be paid in advance. Services/Plans once subscribed cannot be cancelled. The Subscriber should have a mobile number registered and verified with GTPL KCBPL through which the Subscriber can avail the Services.
8. The Subscriber acknowledges, agrees, and understands that the independent subscriptions of OTT application services, if any availed by the Subscriber, shall always continue to operate on an autonomous basis and such independent subscriptions and/or the benefits accruing thereof, cannot be construed as connected or linked with the Plans of GTPL KCBPL, in any manner and at any point of time.
9. The Subscriber who wishes to access and avail the OTT application services through the Plans/Services of GTPL KCBPL will have to deactivate the existing subscription/ auto-renewal option of the respective OTT applications, if any.
10. The Subscriber who has subscribed to any of the OTT application services independently will not be able to adjust or set-off the period of his/her independent subscription against the tenure of the respective Plans.
11. The Subscriber who has subscribed to any of the OTT application services independently cannot claim any pro-rated deduction/refund towards the balance tenure

of such subscribed applications on purchase of Plans from GTPL KCBPL.

12. The respective OTT applications shall have to be activated within the validity of the Plans subscribed. Once activated, the term of the respective OTT application will commence from the date of activation of such OTT application.
13. GTPL KCBPL shall issue credentials in the form of 'Code(s)', 'Username/Password' for activating the respective OTT applications that form part of 'Plan(s)' subscribed by the Subscriber, via SMS or WhatsApp on registered mobile number of the Subscriber and also on the self-care portal of the Subscriber. Such Code(s) once issued by GTPL KCBPL will be construed as redeemed by the Subscriber.
14. The Subscriber acknowledges and understands that any issue that the Subscriber may face in relation to the OTT applications/services after the activation of its respective Plan(s); can only be resolved by such OTT application service provider and GTPL KCBPL shall not have any responsibility/liability towards the same.
15. The subscription of the OTT application service of I-Tap Premium content subscription will be available free of cost to the Subscriber for the first thirty days only. In case the Subscriber wishes to continue the services of I-Tap Premium, he/she may further purchase the same through the I-Tap app on a-la-carte basis at the prevailing prices.
16. The Subscriber will be able to avail the monthly subscription of OTT-based application service of Discovery+ only at the time of first activation of respective Plan(s) subscribed by the Subscriber and not on renewal. On renewal, the Subscriber will have the option to avail quarterly, half-yearly, or yearly subscription of Discovery+, either as part of the Plans or on a-la-carte basis at the prevailing prices
17. The Subscriber agrees to receive any communication via e-mail, SMS, and other notifications related to the Plans or otherwise, from GTPL KCBPL.
18. GTPL KCBPL reserves the right to extend, cancel, discontinue, pre-maturely withdraw, change, alter or modify the Plans or any part thereof including the eligibility criteria in compliance with applicable regulations and/or, orders and/or directions, or applicable conditions at its sole discretion, anytime, including in view of business exigencies, changes by regulatory authority and/or statutory changes and for the reasons beyond its control. These Terms may further be modified based on changes in the business, legal, regulatory requirements and will be updated online. Subscribers are encouraged to periodically visit this page to review the Terms and any changes to it, which shall be binding on the Subscriber.
19. These Terms are subject to laws of India. All disputes shall be governed under the laws of India and are subject to jurisdiction of the Courts of Kolkata only.
20. Subscriber agrees that GTPL KCBPL has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that Subscriber may have to share independently with any OTT application provider for availing relevant content.
21. Subscriber agrees and acknowledges that GTPL KCBPL has no control and/or responsibility or liability with respect to the content that is available on OTT application services under the Plans.
22. GTPL KCBPL makes no representation or warranty of any kind, whatsoever, whether expressed or implied, including, but not limited to, meeting of Subscriber's requirements or aspirations, timelines of the Plans, and/or any delay or failure to avail the Plan including due to technical or network problems.
23. By subscribing to the Plans, the Subscriber shall also be bound by the terms and conditions

of the respective OTT applications which are independent of these Terms. The website links for the terms and conditions and frequently asked questions (FAQs) of the respective applications have also been reproduced herewith for reference of Subscriber(s) and the Subscriber(s) shall be deemed to have read and accepted the terms and conditions of the respective OTT applications.

Application Name	Links for Terms & Conditions	Links for Frequently Asked Questions (FAQs)
Amazon Prime	https://www.primevideo.com/help/ref=dvm_MLP_EU_privacy?nodeId=202064890	https://www.primevideo.com/help/ref=atv_hp_Ind_nav
Disney Hotstar	https://www.hotstar.com/in/terms-of-use	https://help.hotstar.com/in/en/support/home
Sony Liv	https://www.sonyliv.com/terms-of-use	https://www.sonyliv.com/faqs
Zee5	https://www.zee5.com/terms-of-use?gclid=EAIaIQobChMlZPjF-vHm-wlVwcqWCh393AYUEAAAYASAAEglw_vD_BwE&gclid=aw.ds	https://helpcenter.zee5.com/portal/en/home
Voot	https://help.voot.com/hc/en-us/view/faq-detail.php?cat_id=3197&faq_id=9023	https://help.voot.com/hc/en-us/
Eros Now	https://erosnow.com/terms-of-use	https://erosnow.com/helpcenter
Epic On	https://www.epicon.in/terms-of-use	https://www.epicon.in/faq
Gaana	https://gaana.com/tnc/terms_and_conditions.html	https://gaana.com/faq
Hungama Play	https://www.hungama.com/conditions/#:~:text=You%20represent%20and%20warrant%20that,injury%20to%20any%20person%20or	https://www.hungama.com/faqs/
Hungama Music	https://www.hungama.com/conditions/#:~:text=You%20represent%20and%20warrant%20that,injury%20to%20any%20person%20or	https://www.hungama.com/faqs/
Discovery+	https://www.discoveryplus.in/terms-of-use?displayFooter=false&displayMenu=false&displayHeader=false	https://www.discoveryplus.in/faq?displayFooter=false&displayMenu=false&displayHeader=false
LionsGate Play	https://lionsgateplay.com/termsandconditions	https://lionsgateplay.com/faq
Alt Balaji	https://www.altbalaji.com/terms-of-use	https://www.altbalaji.com/faqs
Shemaroo	https://www.shemaroo.com/offer/terms/conditions	https://www.shemaroo.com/faq
Oho	https://www.ohogujarati.com/terms	

B. Terms and Conditions for Cashback Offer (*as defined below*):

Definitions:

- (1) “Broadband Subscriber” are such subscribers who are availing the broadband and internet connectivity services of GKBPL.
- (2) Cashback Offer means “*guaranteed cashback of the subscription amount*” till such time Subscribers continue availing the Services or till the discontinuance of Services, whichever is earlier.
- (3) GKBPL means GTPL KCBPL Broadband Private Limited.
- (4) “GTPL KCBPL” means GTPL Kolkata Cable & Broadband Pariseva Ltd.
- (5) “Primary Subscriber(s)” are such Subscribers who are availing the cable television services directly through GTPL KCBPL and are directly managed and billed by GTPL KCBPL.
- (6) “Secondary Subscriber(s)” are such Subscribers who are availing the cable television services of GTPL KCBPL through its local cable operator(s)/affiliate(s).
- (7) “Services” means the Over-the-Top (OTT) services aggregated and offered by GTPL KCBPL in the name of ‘GTPL Genie +’ (“Services”).
- (8) “Subscriber” means the existing subscriber of cable television services of GTPL KCBPL and/or the existing subscriber of broadband services of GKBPL.
- (9) “Subscription Amount” means the amount paid by the Subscriber towards availing the Services.

B. Cashback Offer Details and Redemption:

1. The Subscribers do not need to enroll themselves separately for the Cashback Offer. All Subscribers shall automatically become eligible for the Cashback Offer.
2. For availing benefits under the Cashback Offer, the Subscribers shall be required to make a minimum Subscription Payment of ₹ 10.
3. Subscribers shall be required to continue being a Primary Subscriber/ Secondary Subscriber/ Broadband Subscriber for availing benefits of the Cashback Offer. In the event the Subscriber discontinues being a Primary Subscriber/ Secondary Subscriber/ Broadband Subscriber for a period exceeding 15 days, then all the benefits under the Cashback Offer shall stand forfeited.
4. The Cashback Offer cannot be clubbed with any other offer/promotion of GTPL KCBPL, unless specified.
5. GTPL KCBPL reserves the right to modify/change all or any of the terms applicable to this Cashback Offer. GTPL KCBPL also reserves the right to modify, withdraw or discontinue the Cashback Offer without assigning any reasons whatsoever. Neither anything contained in the terms and conditions set out herein nor shall those forming part of the promotions nor running this Cashback Offer be construed as an obligation on the part of GTPL KCBPL to continue the Cashback Offer up to the date of termination/expiry of the Cashback Offer.
6. The Cashback Offer is non-transferable.
7. The Cashback Offer shall not be available wherever it is prohibited under law and/or cannot be made/continued for any reason whatsoever.
8. All disputes under this Cashback Offer are subject to the exclusive jurisdiction of the competent courts/tribunals of Kolkata.

9. GTPL KCBPL shall not be obliged to make any public announcements of the results of the Cashback Offer.
10. In all matters relating to this Cashback Offer, the decision of GTPL KCBPL shall be final and binding.
11. By participating in the Cashback Offer, the Subscribers agree to be bound by the terms and conditions contained herein.
12. Any tax or other liabilities or charges payable to the government or any other statutory authority/body, which may arise or accrue to the Subscriber, shall be solely borne by the Subscriber.