

Dialog Television (Private) Limited

Postpaid Subscriber Agreement Terms and Conditions

These terms and conditions herein stipulated govern the provision of Services (defined below) by Dialog Television (Private) Limited ("**Company**") to the subscriber ("**Subscriber / You**").

The Subscriber is required to read these terms and conditions and provided that the Subscriber agrees with same, thereafter duly complete and sign the Dialog Television subscriber registration form ("**Application Form**").

Accordingly, the due completion of the Application Form by the Subscriber shall be construed as the Subscriber having read, understood and accepted these terms and conditions.

1. Requirements –

i You should be 18 years or above to subscribe for a "Dialog TV" connection and the Services.

ii Documents to be produced / submitted:

If a Sri Lankan individual: The original of the NIC or Passport is required to be produced along with the submission of a copy of same.

If a Non Sri Lankan individual: The original of the Passport is required to be produced along with the submission of a copy of same.

If a Company: Copies of the certificate of incorporation, form containing the registered address of the company, form containing the Directors particulars and the Articles of Association. **If a sole proprietorship or partnership:** 1. The original of the NIC of the sole proprietor / partners to be produced along with the submission of copies of same. 2. A copy of the business registration document to be submitted.

If any other legal / registered entity: Production and submission of relevant registration / identification documents.

In all of the above instances, If the billing address is different to the installation address, proof of billing should be produced.

2. Definitions

- i. "Agreement" means this agreement for the Services entered into between the Company and the Subscriber in accordance with these terms and conditions, as may be varied by the Company from time to time;
- ii. "Company" means Dialog Television (Private) Limited, its successors and assigns;
- iii. "Premises" means any place or building where the Equipment is installed;
- iv. "Services" means the pay television transmission services provided by the Company on a postpaid basis to the Subscriber based on the applicable package details for which the Subscriber has subscribed;
- v. "Subscriber" means an individual over 18 years of age or an entity subscribing for the Services and whose details are set out in the Application Form.
- vi. "Equipment" means the satellite signal receiving equipment purchased by the Subscriber which shall include the set top box, satellite dish antenna, power pack, low noise box, remote control device and their components and other applicable accessories thereto.

Words importing the masculine gender include the feminine.

Words importing the singular include the plural and vice versa.

The expression importing a natural person includes but is not limited to any company, partnership association, corporation or other body corporate and any Governmental Agency.

The headings are for convenience only and shall not affect the interpretation to be given to the clauses hereunder.

3. Services

- i. The Company shall provide the Subscriber with connectivity to the Services subject to the Subscriber's payment of the stipulated non-refundable connection fee as set out in the Application Form and / or as indicated on www.dialog.lk/dialog-television-connection-details and the due fulfilment of other obligations by the Subscriber as set out hereto .
- ii. In the event the Subscriber uses any other equipment and / or wiring and / or any other connections / components other than the Equipment herein and which are items not provided and/or approved by the Company, there may be an inability to establish a proper connection to receive the Services. In such event, the Company **shall not** be liable to the Subscriber for the failure to establish a successful connection to the Services and the Subscriber shall be liable to the Company for any cost incurred by the Company in such failed attempt to connect to the Services.
- iii. The Subscriber shall pay and settle in full to the Company the stipulated unit price as set out in the Application Form and / or as indicated on www.dialog.lk/dialog-television-connection-details for the Equipment which shall be herein purchased by the Subscriber.
- iv. In addition to the above unit price, the Subscriber shall also settle to the Company the relevant refundable deposit set out in the Application Form and / or as indicated on www.dialog.lk/dialogtelevision-connection-details. The said refundable deposit as set out in the Application Form shall be refunded to the Subscriber by the Company in one portion within a single milestone as stipulated by the Company upon the Subscriber completing a stipulated number of months on Dialog Television (Private) Limited's network as decided by the Company at its discretion and as indicated on www.dialog.lk/dialog-television-connection-details. The Subscriber shall only be eligible for the relevant refundable scheme in the event the Subscriber remains on active status on Dialog Television (Private) Limited's network throughout the network period stipulated by the Company. Subscribers who are successfully eligible for the refund shall obtain the refund in the form of a bill refund.
- v. The Subscriber shall duly settle to the Company the applicable monthly package charges / subscription fee (based on the package selected by the Subscriber) as morefully set out on <https://www.dialog.lk/television-packages-postpaid>.

4. Installation and Maintenance of Equipment

- i. The Company shall install at the Premises of the Subscriber the Equipment at such place or places as it may in its absolute discretion think fit.
- ii. Upon the Subscriber's due settlement of the selling price including the applicable unit price for the Equipment, the said Equipment shall be owned by the Subscriber.
- iii. Throughout the duration of obtaining Services from the Company, the Subscriber shall not make any changes on serial numbers in the Equipment or otherwise tamper with the Equipment or remove the Equipment from the place its installed in the Premises.
- iv. The Subscriber shall be responsible for the security and the condition of the Equipment.
- v. The Company shall not be liable for any malfunction or defect in the Equipment or the loss and/or interruption of the Equipment or the Services for any reason whatsoever.
- vi. The Subscriber shall ensure that the Equipment is lawfully owned / possessed by the Subscriber and that the same is not in contravention of any laws or regulations of Sri Lanka.
- vii. The Subscriber shall at its own cost provide, for the purpose of setting up the Equipment, space, electric outlets, power supply and any other facilities incidental thereto including any extra cabling that may be required.

- viii. The Company may agree to move the Equipment to a new place within the Premises or to an entirely new location upon payment of a fee prevailing at any given time.
- ix. The Company shall not be liable for any damages caused to the building or other property within the Premises or appurtenant thereto in the course of or incidental to the installation of the Equipment.
- x. In the event the Subscriber (by using the Equipment or otherwise) redistributes, rebroadcasts or diverts the Services, the Company shall be entitled to charge from the Subscriber as damages and the Subscriber shall be liable to pay the Company as damages Rupees One Hundred Thousand (Rs. 100,00/-) per such unauthorized connection. This shall be in addition to clause 12 herein.
- xi. The power pack, remote control device and low noise box purchased by the Subscriber as part of the Equipment shall include a warranty of Six (06) months while the set top box also purchased by the Subscriber as a part of the Equipment shall include a warranty of Twelve (12) months each from the date of the provision of Services by the Company to the Subscriber.
- xii. During the said warranty period, maintenance and support services (for the Equipment falling within the applicable warranty period/s) shall be made available to the Subscriber by the Company on a free of charge basis if for Subscribers who have subscribed for the "Diamond / Emerald or Gold" packages and at a rate of Rupees Five Hundred (Rs. 500/-) per visit if for Subscribers who have subscribed for the "Silver / Pearl or Thee" packages. Any revision of the applicable maintenance and support services fee shall be indicated on <https://www.dialog.lk/television> from time to time and the Subscriber hereby agrees to abide by same.

5. Subscription

- i. The Subscriber shall settle in full, the subscription and any other fees payable in accordance with the applicable price list and selected package prevailing at any given time which the Company may revise from time to time.
- ii. The Company shall invoice the Subscriber for the services provided for a particular month.
- iii. Any taxes or other levies which may be imposed at present or in the future by the Government, Provincial Council, Local Authority or any other Governmental Agency in connection with the subscription and any other fees shall be borne by the Subscriber.
- iv. The subscription and other fees to be paid by the Subscriber to the Company shall be set forth in an invoice. The invoice will normally be for a period of one month. The Company may however in its absolute discretion vary this time period in which event any periodic charges shall be adjusted accordingly.
- v. The invoice shall become due and payable on the date set out therein.
- vi. In the event the Subscriber disputes the invoice, the Subscriber shall forthwith inform the Company of same and the amount so disputed immediately, but not later than Fourteen (14) days from the receipt of the invoice and upon resolving same with the Company, the Subscriber shall pay the Company, the amount so disputed or the amount so agreed within Fifteen (15) days of such resolution. In the event of such dispute. Subscriber shall in any case settle the undisputed portion of the invoice immediately. The Subscriber shall be deemed to have accepted the invoice, unless the Subscriber disputes the same within the given Fourteen (14) day period.

- vii. It is incumbent on the Subscriber to inquire and settle the outstanding subscription and other fees in case of non-receipt of invoices for any reason whatsoever.
- viii. In the event of any payment being made by cheque the payment would be deemed to have been received by the Company only from the time the funds are realized in the Company's bank account.
- ix. A surcharge fee of 2% per month shall be levied on subscription and any fees which have become due and remain unpaid until receipt of full payment by the Company.
- x. The Subscriber shall not be entitled to any refund or waiver of subscription in the event of any interruption to the Services.
- xi. The Subscriber shall pay all outstanding fees within Seven (7) days on demand of such outstanding fees by the Company.
- xii. Voluntary disconnections: a monthly retainer fee shall be applicable for the first Three (3) months and a reconnection fee as decided by the Company shall be charged after the initial period.

6. Assignment

- i. The Subscriber shall not be permitted to assign or in any other way transfer the rights or obligations under these terms and conditions or part thereof to any third party without the prior written permission of the Company.
- ii. The Company may assign these terms and conditions in whole or in part to any third party at its discretion.
- iii. Except in the case of any permitted assignment of this Agreement under Clause 6, a person who is not a party to this Agreement has no right of enforcement of any term or condition contained in this Agreement.

7. Force Majeure

- i. The Company shall not be liable for any failure or breakdown in the Service due to weather conditions, war, hostilities, acts of terrorism, riots, strike, lockout, civil commotion, earthquake, lightning, rain, cloud cover, flood, accident, fire, explosion, act of God, governmental acts, regulations or directions and/or any other cause not within the control of the Company.
- ii. If the force majeure event prevails for more than One (01) month, the Company shall have the right to suspend and/or terminate the Agreement.

8. Disconnection of Services

- i. The Company shall have the right to immediately disconnect the Services and/or terminate the Agreement without any notice:
 - 1. when the subscription and/or any fees have not been paid upon it becoming due and payable. In such event in addition to the disconnection, a reconnection charge as stipulated by the Company shall also be applicable if the reconnection is not carried out within 2 weeks.
 - 2. if the Subscriber causes any damage to the Equipment thereby disrupting the provision of Services.
 - 3. if the Subscriber removes or relocates the Equipment from the Premises.
 - 4. if the Subscriber (by using the Equipment or otherwise) redistributes, rebroadcasts or diverts the Services.
 - 5. if Services or Equipment is being used for any illegal, immoral, improper purposes, any act of terrorism or for a purpose other than for personal viewing including but not limited to in breach of intellectual property rights and/or other proprietary rights of the Company and/or any other third party.

6.on the death of the Subscriber, provided however that the Company shall have the absolute discretion to permit the legal representative of the Subscriber to pay all fees and enter into a fresh agreement with the Company.

7.if any order of bankruptcy or insolvency is made against the Subscriber or if any execution or distress shall be levied or leviable against the Subscriber.

8.if the Subscriber is a Company or any other body corporate and proceedings are commenced for the winding up of the said entity.

9. if any unauthorized equipment is connected to the Equipment.

10.if the Subscriber has breached any one or more of the terms and conditions mentioned herein.

11.if the Company is unable to continue the Services for any reason whatsoever.

- ii. The Subscriber shall be liable to pay the subscription and any other outstanding amounts up until the date of disconnection for any reason whatsoever as set out above
- iii. In the event of a temporary or permanent disconnection of the Services on the request of the Subscriber, the Subscriber shall pay the subscription for the full billing cycle irrespective of the date on which the disconnection takes effect.
- iv. The Company shall have the right to immediately disconnect the Services or terminate this Agreement notwithstanding any other provision hereto if it comes to the notice of the Company that any gift or consideration of any kind was offered or given to any employee or authorized agent of the Company by such Subscriber as an inducement or reward to facilitate the acceptance of the Subscriber's application.
- v. Notwithstanding anything to the contrary, upon disconnection of the Services and/or termination of the Agreement, the Company may deduct any processing fees, charges, damages or any other dues accrued, whether in relation to the connection provided hereunder or otherwise from the deposit and/or connection fee paid by the Subscriber, if any. In the event of termination or disconnection as set out in this clause, the Company shall not be liable to refund and/or pay any monies to the Subscriber for any reason whatsoever.

9. Termination

- i. Either party may terminate this Agreement without assigning any reason by giving Thirty (30) days' notice to the other party provided that the Subscriber's right to terminate the Agreement under this clause shall be subject to the full payment of all outstanding subscription and other fees to the Company
- ii. Notwithstanding any other provision and without any liability thereto the Company shall have the right to terminate the Agreement with immediate effect in the event its license to operate and provide the Services granted by the Government/Governmental Authority is withdrawn or not renewed for any reason whatsoever.

10. Variation of Terms and Conditions and/or Services and Rights of the Company and Responsibilities of the Subscriber

- i. The Company reserves the right to make any alternation to the Services and/or content thereof and the Company shall not be liable for any loss or inconvenience to the Subscriber resulting there from.
- ii. The Company reserves the right to vary, add to or amend the terms and conditions herein set out, from time to time. The Subscriber shall be bound to observe and comply with such amendments.
- iii. The Company reserves the right to disclose/share information relating to the Subscriber with any of its related companies at any time in order to provide an integrated service to its Subscribers or upon being called to do so by operation of law.

- iv. The Company reserves the right to introduce any new packages / change existing packages at its sole discretion. Any such variations shall be set out on <https://www.dialog.lk/television> and the Subscriber hereby agrees to abide by same.
- v. The Company reserves the right to make variations to the applicable connection fee, unit price ,selling price, package subscription fee and any other applicable charges from time to time. Any such variation shall be set out on <https://www.dialog.lk/television> and the Subscriber hereby agrees to abide by same.
- vi. The Company reserves the right to terminate this Agreement / disconnect / suspend the Services provided to the Subscriber without assigning any reason or incurring any liability thereto.
- vii. The Subscriber may proceed with a package downgrade if such package downgrade is allowed on the current package subscribed for by the Subscriber and provided the Subscriber gives the Company prior written notice of Thirty (30) days and provided also that the Subscriber settles to the Company the applicable package downgrade fee as prescribed by the Company.
- viii. The Subscriber shall at all times inform the Company of any changes in the information provided to the Company.
- ix. The Subscriber shall at all times adhere to all laws, regulations and guidelines concerning the Subscriber's use of the Services and shall provide the Company all information and cooperation that the Company may require in relation to the provision of Services.
- x. The Subscriber shall follow all reasonable instructions of the Company in relation to the Subscriber's use of the Services.

11. Liability of the Company

- i. The Company shall not be liable for:
 1. any claim for libel, slander, infringement of intellectual property rights arising from the transmission and receipt of material in connection with the Services and any claims arising out of any act or omission of the Subscriber in relation to the Service;
 2. any loss or damage caused to the Subscriber as a result of the disconnection of the Services and/or the interruption and/or loss of Services due to any cause what so ever;
- ii. All conditions or warranties which may be implied or incorporated into these terms and conditions by law or otherwise are hereby expressly excluded to the extent permitted by law.
- iii. The Company shall not be liable to the Subscriber or any third party authorized by or claiming through the Subscriber or otherwise for any loss or damage, whether it be direct, indirect, special, consequential or loss of business / revenue /profits of any nature suffered by the Subscriber or any third party through the provision of Services hereto.
- iv. To the fullest extent practicable by law, the Company shall not be liable to the Subscriber or any third party for any injury caused to or suffered by such party or their property arising from or occasioned by the use of the Services.
- v. To the fullest extent practicable by law, the Company shall not be liable to the Subscriber or any third party for any malfunction or defect in the Equipment or the loss or interruption in the Equipment or the Services.

12 Indemnity

The Subscriber undertakes and agrees to indemnify and hold harmless the Company at all times against all actions, claims, proceedings, costs, losses and damages including but not limited to libel, slander, or infringement of copyright or other intellectual property rights or death, bodily injury or property damage, howsoever arising which the Company may sustain, incur or pay, or as the case may be, which may be brought or established against the Company by any person

whomsoever arising out of or connection with or by reason of the operation, provision or use of the Services and/or Equipment under or pursuant to these terms and conditions and which is attributable to an action, omission or negligence of the Subscriber, its servants, suppliers, employees, authorized representatives or agents.

13. Miscellaneous

- i. The Subscriber's continued use of the Services shall indicate the agreement on the part of the Subscriber to abide by and proceed with any variations made to this Agreement which shall be duly updated on <https://www.dialog.lk/television> by the Company from time to time. Any specific notice required to be given by the Company to the Subscriber as per the terms of this Agreement shall be so conveyed to the Subscriber by the Company to the postal and / or email address provided by the Subscriber in the Application Form or by publication of same by the Company in a national newspaper or media including on <https://www.dialog.lk/television> .
- ii. In the event the Subscriber opts for a conversion from a Post paid to a Per day TV Connection with no alteration to the Equipment which the customer has in his possession , the Subscriber agrees to be bound by the Terms and Conditions posted on <https://www.dialog.lk/dialogdocroot/content/pdf/tc/dtv-terms-conditions-2019.pdf> with effect from the date of such conversion.
- iii. Any approval, either statutory or contractual which might be necessary for the Subscriber to obtain the Services shall be acquired by the Subscriber.
- iv. The Subscriber shall be liable to reimburse the Company all expenses which the Company may incur consequent to a breach of the terms and condition herein by the Subscriber, including legal costs in recovering subscription and other outstanding amounts.
- v. The Subscriber shall inform the Company in writing of any change in address or contact details.
- vi. This Agreement and any dispute herein shall be governed by the laws of Sri Lanka. Any dispute which cannot be resolved between the parties through amicable means shall then be settled under the exclusive jurisdiction of the courts of Sri Lanka.
- v. No delay or indulgence by the Company in enforcing any terms or conditions herein, nor the granting of time by the Company to a Subscriber shall prejudice the rights or powers of the Company nor shall any waiver by the company of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- vi. In the event any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way. Such invalid or unenforceable provision shall be deemed deleted.
- vii. Nothing in this Agreement shall grant Subscriber any intellectual property rights of the Company or the Services

<https://www.dialog.lk/dialogdocroot/content/pdf/tc/dtv-terms-conditions-2019.pdf>