

TERMS AND CONDITIONS (“Terms”) for GTPL Genie

These Terms are between the subscribers of GTPL Hathway Limited (“**GTPL**”) who have availed the Cable TV services through GTPL Genie (“**Subscribers**”) and governs the respective rights and obligations of each party. By availing these services, the following Terms shall be deemed to be accepted by the Subscriber.

GTPL Genie is a smart Set Top Box (“**Device**”), that enables Subscribers to watch live TV and OTT content (when connected to the internet) on one device without switching between multiple HDMI ports.

In the context of this document, Subscriber agrees to the following:

Scope of GTPL Genie services (“Services”)

1. Device is the property of GTPL and is offered on entrustment basis to the Subscriber.
2. Subscriber will be required to pay additionally for installation, activation, one time rental for the Device, as per the prevailing laws/announced rate.
3. Through the Device, the Subscriber will be offered subscription of the partner apps (“**OTT Apps**”) like Amazon Prime Video, Disney+Hotstar, Alt Balaji, Shemaroo, Aha, Sony Liv, Zee5, Voot Select, Eros Now, Hungama Play, Hungama Music, Gaana plus, EpicON depending on the plan and validity as may be subscribed in the respective State where the Subscriber resides.
4. The Subscriber shall not be required to pay for any individual subscription for such OTT Apps and the content can be viewed by the Subscriber, through a single subscription, as shall be subscribed and paid by the Subscriber to GTPL / its affiliated LCO.
5. The subscription charges will be required to be paid in advance. Plans once subscribed cannot be cancelled.
6. To avail the OTT Apps, active internet services will be required at the Subscriber premises where the Device is to be installed and activated. Such internet connection is subject to the fees, terms and conditions imposed by the internet service provider.
7. Subscriber understands that the playback quality and resolution will depend on several factors like the compatibility of the device on which the Subscriber is accessing the content and the internet bandwidth being availed by the Subscriber.
8. In order to view the Services available through the Device, a television set with an HDMI port/AV input is mandatory.
9. This service is made available to the subscribers of GTPL on certain eligible plans (“**Eligible Plans**”). It is recommended by GTPL that the Subscriber visits and checks these Eligible Plans which are made available on the website https://selfcare.gtpl.net/GTPL_Genie.aspx prior to subscribing to the Eligible Plans.
10. The Eligible Plans and the Services are subject to change at the sole discretion of GTPL, without any prior notice to the Subscriber.
11. GTPL shall issue credentials for activating the respective OTT Apps via SMS or WhatsApp on registered mobile number.
12. For avoidance of any doubt, it is hereby clarified that a Subscriber will need to continue availing Cable TV subscription from GTPL at all times in order to be able to access and enjoy the Services.
13. The respective OTT Apps shall have to be activated within the validity of the Eligible Plan subscribed. Once activated, the term of the respective OTT App will commence from the date of activation of such OTT App.
14. By subscribing to the Eligible Plans, the Subscriber shall also be bound by the terms and conditions of the respective OTT Apps which are independent of these Terms.

15. GTPL, at its sole discretion, reserves the right to send commercial communication to the Subscriber via e-mail, SMS, and other notifications related to the Eligible Plans. By subscribing to Eligible Plans, Subscribers waives the applicability of rules and regulations of the national Do Not Call registry and agrees to receive promotional messages and alerts from GTPL.
16. GTPL reserves the right to extend, cancel, discontinue, pre-maturely withdraw, change, alter or modify these Eligible Plans or any part thereof including the eligibility criteria in compliance with applicable regulations and/or, orders and/or directions, or 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.
17. 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 Ahmedabad only.
18. By subscribing to the Eligible Plans, the Subscriber agrees that the Subscriber has gone through these Terms and the Terms of the respective OTT Apps and agrees to be bound by them.
19. Subscriber agrees that GTPL 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 App provider for availing relevant content.
20. GTPL 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 Eligible Plans, and/or any delay or failure to avail the offer including due to technical or network problems.