

Vi Movies & TV – Terms of Use

Terms of Use (Agreement)

THE TERMS AND CONDITIONS MENTIONED HEREIN ARE A BINDING AGREEMENT BETWEEN YOU (SUBSCRIBER/END USER) AND VODAFONE IDEA BUSINESS SERVICES LIMITED (VIBSL, WE, OUR). BY ACCESSING AND USING Vi MOVIES & TV WEBSITE AND/OR Vi MOVIES & TV APPLICATION (“Vi MTV”) AND THE SUBSCRIPTION SERVICE THEREOF (“SERVICE”), YOU AGREE TO COMPLY WITH THE TERMS OF USE HEREIN AND THE PRIVACY POLICY AND ALSO THE TERMS & CONDITIONS OF THE THIRD PARTY PROVIDING ITS CONTENT ON Vi MTV. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE Vi MTV AND THE SERVICE THEREOF.

THE Vi MTV AND THE SERVICE MAY BE USED CURRENTLY ONLY BY THE USERS WHO ARE VALID MOBILE SUBSCRIBERS OF VODAFONE IDEA LIMITED, HAVE ACCESSED Vi MTV WEBSITE OR DOWNLOADED THE Vi MTV AND HAVE VALIDLY REGISTERED TO THE SERVICE.

1. Vi MTV SERVICE/SERVICE

You need to download and install Vi MTV on your device such as mobile handsets, tablets, Android/Google TV and other smart TVs from time to time. Vi MTV service will allow you to browse, search, access and stream the content.

Vi MTV service is an integrated service that aggregates content across OTT platforms/content providers in India, which Users can access through Vi MTV with a single subscription and single sign-in.

The Vi MTV service provides integrated subscription of free video-on-demand and paid video-on-demand to access the content available on Vi MTV as well as third party over-the-top applications (Third Party OTT/Third Party OTT Application).

2. ELIGIBILITY.

In order to be eligible for the Service, the individual should be above 18 years of age and should be a valid VIL mobile subscriber. By using Vi MTV, you represent and warrant that (a) you are 18 years of age or older and you agree to be bound by this Agreement; (b) if you are under 18 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of Vi MTV does not violate any applicable law or regulation. Your access to the Vi MTV may be terminated without warning if VIBSL believes, in its sole discretion, that you are under the age of 18 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child's use of Vi MTV, you agree to be bound by this Agreement in respect to your child's use of Vi MTV.

3. ACCOUNT REGISTRATION

To avail the Service, you will have to create an account using your personal information like Vi MSISDN. You must provide correct and complete information while making the account. You will be responsible for the protection and confidentiality of your user name, password and account. In no event VIBSL will be liable for the losses caused by any unauthorized use of your account.

4. LICENSE TO THE SERVICE

You are granted a limited, non-transferrable and non-exclusive license to use the Service as per these terms of use only for your personal and non-commercial use and viewing in India. Access to the content is permitted only for India. You will not use the Service to (i) circumvent any use restrictions placed on the Vi MTV; (ii) to disrupt, impair with or alter/modify the Service, Vi MTV or any other information posted on the Vi MTV.

5. RESTRICTIONS

You are not allowed to use any automated system for the selection, downloading or streaming of any portion of the Vi MTV. Further, you may not use any mechanism to collect, scrape or gather any information or data from the Vi MTV or the Service. You will not gather information and data (including Personally Identifiable Information) of any other User's use of the Service for any reason.

You will not, and you will not encourage, assist or authorize any other person to, for any reason whatsoever to violate the security of the Vi MTV/ Service.

You will not, and you will not encourage, assist or authorize any other person to, for any reason whatsoever, reverse engineer, decompile, disassemble, or otherwise tamper with any components, usage rules or other protection measures applicable to the Vi MTV, Service, content and any intellectual property rights.

6. TAKE DOWN

VIBSL may be required to take down content or other materials of the Service or the Vi MTV to comply with applicable laws, regulations, guidelines, and rules, and for commercial reasons. VIBSL may censor or edit the content to ensure compliance with applicable laws. Accordingly, VIBSL reserves the right to remove any such content or other materials from the Service.

7. CONTENT AVAILABILITY.

It is hereby clarified that the number of contents available on the Vi MTV may vary from time to time subject to the availability of such content(s) to VIBSL and based on the subscription pack/plan of the User.

8. THIRD PARTY OTT APPLICATIONS

AAs mentioned in section 1 above, the Service that we offer also includes Third Party OTT Application(s) operated by such Third-Party OTT Service Providers. Such OTT Service

Provider may change or discontinue the features of their services or the content. These Third-Party OTT Applications are not owned or controlled by VIBSL. VIBSL does not have control over such Third-Party OTT Applications and assumes no responsibility in respect thereof including third-party services or content, or practices of any Third-Party OTT Service Provider. In addition, such Third-Party OTT Applications may censor or edit the content to ensure compliance with applicable laws. By using the Service, the User relieves VIBSL from any and all liability arising from the use of any Third-Party OTT Applications.

Because the access to the Third-Party OTT Application is subject to the specific subscription terms and conditions of that Third Party OTT Application, the User shall also be bound by the applicable terms and conditions associated with the terms of use or services of that Third Party OTT Application.

9. SUSPENSION OF SERVICE

You acknowledge that VIBSL may suspend or interrupt the Service and Vi MTV (i) in order to carry out maintenance or testing; (ii) to safeguard the security and integrity of the Services or for technical purposes; or (iii) if so, required under any law or directed by the content provider or the government or any regulatory body or (iv) to combat any acts of piracy, fraud or misuse of the Service. In addition, VIBSL reserves the right to modify or discontinue, temporarily or permanently, any feature or functionality of Vi MTV and Service with or without notice.

You agree that VIBSL will not be liable to you or any third party for any direct or indirect consequences of any modification, suspension, discontinuation or interruption of the Service and Vi MTV. VIBSL is entitled to refuse, limit, suspend, vary or disconnect the Service in case of the following:

- Any violation of applicable laws, rules and regulations;
- User defaults in making a payment (including past defaults) for the Service;
- Modification, up-gradation, variation, repair and/or maintenance of the systems/equipment;
- Event of force majeure;
- Service is used by the User in violation of any law, rule or regulation, or for a purpose other than that permitted by VIBSL at the time of subscription;

10. STREAMING

You understand and agree that any content made available to you for streaming only is solely intended for real time viewing and listening and no content must be copied, stored or downloaded even for your personal use. You may not use any method or technology to record, capture, or otherwise copy or reproduce any content which is provided for streaming only.

Any content that you access on a subscription basis will be available to you only for the duration of the subscription for which you have paid. Your rights to use and access the content will end automatically upon expiry of the subscription period.

11. DATA & INFORMATION

You hereby grant express consent to VIBSL to collect, store, use, share and/or retain any information and data related to or derived from your use of Vi MTV/Service including personal and sensitive personal information and any information or data that you provide to VIBSL ("Information"). You consent to use the Information to fulfil all Service related requests. In connection with the foregoing, you acknowledge that VIBSL at all times will have the unrestricted right to track all your activity on the Service and Vi MTV, including your access and download of the content. VIBSL reserves the right to use the Information and if required share with the third parties including Third Party OTT Providers for various purposes, such as marketing, business development, evaluation and service-enhancement purposes. Your Personally Identifiable information will be used only in accordance with the VIBSL and Third Party OTT provider's Privacy Policy and applicable law (please refer to Third Party OTT Provider's Privacy Policy). This provision will survive the termination or expiry of this Agreement.

Further, you agree and acknowledge that, VIBSL will acquire your personal information from VIL for the purpose of serving relevant content on Vi MTV.

12. Offerings

Vi Movies & TV is a one-stop entertainment destination for Vi subscribers to enjoy streaming their favorite content. Vi subscribers have the following options available:

- The Vi MTV subscription Service is available as a bundled benefit at no extra cost along with select VIL prepaid telco recharges. The details of the current offerings are available at <https://moviesandtv.myvi.in/plans/list>.
- Bundled Vi MTV Subscription with VIL Prepaid Recharges: (For the terms and conditions of the below mentioned VIL prepaid recharges please refer.
- <https://www.myvi.in/content/dam/vodafoneideadigital/StaticPages/consumerimages/tnc/new/VIBSL-ViMTV-Offer-VIL-Prepaid-TnC.pdf>

Vi Movies & TV Plus 20 OTTs (JioHotstar, ZEE5, SonyLiv, Fancode and many more) on mobile & TV for 1 month	VIL prepaid recharge – INR. 248
	Vi MTV Direct Pay offer– INR 229/month with Autopay (for Android users only)
	Vi MTV Direct Pay offer-INR 599 for 3 months with Autopay (for Android users only)

Vi Movies & TV Super 20 OTTS (SonyLiv, Fancode and many more) on mobile & TV for 28 days with 30 GB Data	VIL prepaid recharge – INR 200
Vi Movies & TV Super 20 OTTS (SonyLiv, Fancode and many more) on mobile & TV for 28 days With 10 GB Data.	VIL prepaid recharge – INR 230
Vi Movies & TV Pro 17 OTTS (JioHotstar, SonyLiv, Fancode and many more) on mobile & TV for 1 month	VIL prepaid recharge – INR 202
Vi Movies & TV Lite 19 OTTS (ZEE5, SonyLiv, Fancode and many more) on mobile for 1 month	VIL prepaid recharge – INR 154
Vi Movies & TV Super 19 OTTs (ZEE5, SonyLiv, Fancode and many more) on mobile & TV for 28 days.	VIL prepaid recharge –INR 175
	Vi MTV Direct Pay offer– INR 149/month with AutoPay (for Android users only)
Vi Movies & TV Super offer for 28 days. 19 OTTs include ZEE5, SonyLiv, Fancode and many more.	VIL UL prepaid recharge –INR 449
Vi Movies & TV Super offer for 60 days. 19 OTTs include ZEE5, SonyLiv, Fancode and many more.	VIL UL prepaid recharge –INR 795
Vi Movies & TV Super offer for 84 days. 19 OTTs include ZEE5, SonyLiv, Fancode and many more.	VIL UL prepaid recharge –INR 979
Vi Movies & TV Super offer for 6 months. 19 OTTs include ZEE5, SonyLiv, Fancode and many more.	VIL UL prepaid recharge –INR 2399
Vi Movies & TV Super offer for 1 year. 19 OTTs include ZEE5, SonyLiv, Fancode and many more.	VIL UL prepaid recharge –INR 4999

Ii. The Vi MTV subscription is available as a standalone subscription to VIL post-paid subscribers.

In case of postpaid proposition, the charges will be reflected in VIL postpaid bill. This is monthly auto-renewal pack and non-refundable. You can choose to stop the auto-renewal any time by visiting the Vi app and clicking deactivate. On deactivation of this standalone Vi MTV subscription pack, your upcoming renewal will be stopped, your subscription will stay active on the Vi MTV app till the remaining period for which the charges are already levied in your VIL bill.

Vi Movies & TV Plus – INR 248	20 OTTS (JioHotstar, ZEE5, SonyLiv, Fancode and many more) on mobile & TV for a month.
Vi Movies & TV Pro – INR 199	17 OTTS (JioHotstar, SonyLiv, Fancode and many more) on mobile & TV for a month.

Exclusions

1. ZEE5 LiveTV channels are not included in the Vi Movies & TV subscription pack
2. ZEE5 Sports content like FIFA etc are not included in this pack.
2. ShemarooMe Only selected Gujarati movies are available on Vi Movies & TV app
3. SonyLiv content is not available for Non Vodafone Idea customers with Vi Movies & TV app as per SonyLIV policy.
4. FanCode-India Vs Zimbabwe T20 & other selected sports content are not included as per FanCode policy.

PRICES AND TAXES

The subscription fees or other charges shall be payable by the User in accordance with the Vi MTV products. All billing and payment for your use of the Service will be as per the existing rates and policies of VIBSL. VIBSL reserves the right, without any previous notification to the User, to change the prices, including increase the prices or modify the plan and offer. You are expected to visit the My Account section in Vi MTV for the updated prices, subscription plans and offers. Unless otherwise specified by VIBSL, User is solely responsible and liable for payment of all taxes, and levies imposed by or under any applicable law in connection with the Service. You agree and acknowledge that the Service may be distributed to You either directly by VIBSL or through VIBSL's authorized distributor/VIL. User shall pay all charges/fees in full to VIBSL's authorized distributor or VIBSL, as the case may be, without any deduction, set-off or withholding in respect of the Service provided by VIBSL.

You represent and warrant that the payment and financial details ("Financial Information") that you provide to VIBSL or its authorized distributor for availing the Service are correct and accurate. You will be liable for any misuse or fraudulent use of your Financial Information, credit cards, debit cards or other payment mechanisms. All your Financial Information and your personal information relating to billing, will be governed as per the VIBSL Privacy Policy and VIL Privacy Policy. ALL CLAIMS AND COMPLAINTS FOR ANY FAILED OR INCORRECT TRANSACTIONS MUST BE DIRECTED TO OUR PAYMENT PROCESSING PARTNERS AND/OR YOUR BANK (AS THE CASE MAY BE). YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES.

You acknowledge and understand that VIBSL and its authorized distributor may use third party partners and gateways for processing any payments from you. VIBSL and its authorized distributor does not control such partners and gateways and any transactions you make through them will be subject to separate terms and conditions of such third parties and gateways. VIBSL will not be responsible for the protection and privacy of your Information if the payments are processed directly by such third-party partners and gateways without any involvement of VIBSL in the processing of the payment other than providing necessary access.

You understand that all payments you make in relation to the use of the Service, including any subscription fees, will be final and non-refundable. No refunds will be made if your access to the Service is terminated for your breach of this Agreement.

You, shall be entitled to claim a refund (as Your sole and exclusive remedy) in case You do not receive the Service within the time period agreed in the transaction. In case You do not raise a refund claim within the stipulated time then this would make You ineligible. Post the confirmation and if claim is found valid, only then You are eligible for a refund.

Due Date and Non-payment. All payments shall be made in full by the due date. Any delay in payment beyond the due date will result in suspension or disconnection of the Service as deemed fit by VIBSL. All foregoing rights of VIBSL for recovery of dues from the Users shall be without prejudice to other rights that VIBSL may have under law or under these Terms of Use including, without limitation, deactivation and cancellation of the Services.

13. COMMUNICATION

In order to engage with the User, VIBSL may send information related to the Service via SMS, WhatsApp, voice call, e-mail or any other alternate communication detail provided by the User. The User hereby unconditionally consents to receive such communications.

14. INTELLECTUAL PROPERTY RIGHTS

You must comply with all applicable laws, rules, regulation and guidelines in connection with your use of the Vi MTV, Service, content and any intellectual property rights ("Materials"). You will not violate the copyright and any other intellectual property rights in the Materials by any means for any purpose. The Materials may contain third party materials, platform licensed to VIBSL by third parties. You acknowledge that such third parties retain ownership and all rights in such materials/platform and you will not infringe the rights of such third parties.

You acknowledge that VIBSL retains exclusive ownership of the Service. Except as expressly provided herein, you are not granted any rights or license with respect to the Materials and VIBSL/its licensors reserves all rights not expressly granted hereunder. You will promptly notify VIBSL in writing upon your discovery of any unauthorized use or infringement of the Materials.

15. TERMINATION

This Agreement shall be effective until terminated by VIBSL or you.

This Agreement will terminate automatically if you breach or fail to comply with any terms and conditions of this Agreement. Further, VIBSL may, in its sole and absolute discretion, at any time and for any reason (including non-payment by the User or unauthorized use of Service by the User) or for no reason, suspend or terminate this Agreement and the rights granted to you by giving you a notice. The foregoing will not limit any other rights or remedies under contract, law or equity available to VIBSL and VIBSL may take such measures available in contract, law and equity that it may deem appropriate.

VIBSL shall additionally, have the right to terminate your access or usage rights to Vi MTV or remove non-compliant information.

Upon the termination of this Agreement, you must cease all use of the Materials and uninstall the Application.

Termination of this Agreement by VIBSL will not relieve you of any obligations to pay accrued charges, including any prorated charges accrued for the billing cycle in which this Agreement is terminated, or any other outstanding amounts for your use of the Service.

16. DISCLAIMER

YOU UNDERSTAND AND AGREE THAT THE SERVICE ONLY ENABLES USERS TO ACCESS THE CONTENT AND THAT VIBSL IS NOT THE AUTHOR OF THE CONTENT AND HAS NO CONTROL OR RIGHT OVER THE CREATION OR THE SUBSTANCE OF THE CONTENT. ALL CONTENT IS CONTROLLED BY THE RESPECTIVE THIRD PARTY OWNERS AND LICENSORS WHO HAVE MADE AVAILABLE THE CONTENT. BY USING THE SERVICE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT VIBSL SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, CLAIMS OR OTHER LIABILITY ARISING FROM OR RELATED TO YOUR ACCESS, USE OR DOWNLOAD OF ANY CONTENT IN ANY MANNER.

YOU FURTHER UNDERSTAND AND AGREE THAT ACCESS TO ALL CONTENT IS MADE AVAILABLE ON AN 'AS-IS' BASIS. VIBSL AND ITS HOLDING COMPANY AND GROUP COMPANIES DO NOT PROVIDE ANY REPRESENTATION OR WARRANTY AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (EXPRESS IMPLIED OR STATUTORY) AND ALL RESPONSIBILITY AND LIABILITY, REGARDING THE CONTENTS, INCLUDING, WITHOUT LIMITATION, THEIR (a) QUALITY, SUBSTANCE, ACCURACY, RELIABILITY, APPROPRIATENESS OR ANY OTHER STANDARDS, (b) COMPLIANCE WITH APPLICABLE LAWS, RULES, REGULATION AND GUIDELINES, OR (c) TITLE OR NON-INFRINGEMENT OF ANY PARTY'S RIGHTS. VIBSL HAS NO LIABILITY FOR ANY CONTENT YOU FIND TO BE OFFENSIVE, INDECENT, OBJECTIONABLE, SLANDEROUS OR LIBELOUS.

YOU AGREE THAT THE APPLICATION AND SERVICE ARE PROVIDED ON AN "AS-IS" BASIS AND THE DOWNLOAD, INSTALLATION AND USE OF THE APPLICATION, SERVICE AND CONTENT IS AT YOUR SOLE RISK. VIBSL AND ITS HOLDING COMPANY AND GROUP COMPANIES DO NOT MAKE AND DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE AND THE APPLICATION, OR ITS MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VIBSL AND ITS HOLDING COMPANY AND GROUP COMPANIES MAKE NO REPRESENTATION OR WARRANTY THAT THE MATERIAL DISPLAYED ON OR OFFERED THROUGH THE SERVICE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. VIBSL AND ITS HOLDING COMPANY AND GROUP COMPANIES ALSO MAKE NO REPRESENTATION OR WARRANTY THAT THE APPLICATION OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT YOUR ACCESS TO AND USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE APPLICATION WILL BE COMPATIBLE OR INTEROPERABLE WITH ANY USER'S DEVICE.

FURTHER, YOU ACKNOWLEDGE THAT, WHILE USING THE SERVICE / APPLICATION, COMPATIBILITY AND INTEROPERABILITY PROBLEMS MAY CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO SUCH DEVICE, INCLUDING LOSS OF THE DATA, SOFTWARE AND FILES ON THE DEVICE. YOU ACKNOWLEDGE AND AGREE THAT VIBSL AND ITS AFFILIATES, AND LICENSORS WILL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSSES, COSTS OR CLAIMS SUFFERED AS A RESULT OF OR IN CONNECTION WITH SUCH COMPATIBILITY OR INTEROPERABILITY PROBLEMS.

VIBSL IS ONLY A FACILITATOR PROVIDING A PLATFORM FOR THE THIRD PARTY OTT SERVICE PROVIDERS AND THE VIEWERS TO WATCH VARIED CONTENT. VIBSL NEITHER HAS ANY RESPONSIBILITY NOR ANY CONTROL OVER THE CONTENT AND VIBSL DOES NOT MAKE ANY CLAIM OR REPRESENTATION REGARDING, NOR ACCEPTS ANY RESPONSIBILITY FOR, THE QUALITY, CONTENT, NATURE OR RELIABILITY OF THIRD PARTY OTT. SUCH APPLICATIONS ARE NOT UNDER THE CONTROL OF VIBSL AND VIBSL IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY SUCH APPLICATION OR ANY UPGRADES, OR ANY REVIEW, CHANGES OR UPDATES TO SUCH APPLICATION. WHEN THE USER CLICKS THE CONTENT OF THE THIRD PARTY OTT, HE/SHE SHOULD BE AWARE THAT THE TERMS AND POLICIES OF SUCH APPLICATION GOVERN THE ACCESS.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIBSL, ITS HOLDING COMPANY AND ITS GROUP COMPANIES, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER UNDER LAW, CONTRACT (INCLUDING FUNDAMENTAL BREACH) OR TORT (INCLUDING NEGLIGENCE), FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, DATA, BUSINESS, PRODUCTION OR GOODWILL, OR FOR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, APPLICATION, CONTENT OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT VIBSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. INDEMNITY & RELEASE

You agree to indemnify and hold harmless VIBSL, its holding company and its group companies, its licensors, service providers, their affiliates, and each of their employees, officers, directors and agents (together, "Indemnified Parties") against any losses, expenses, costs or damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, and including infringement of the copyright or any intellectual property right in the content, Application or Services, (b) your access and use of the Materials, (c) your breach of applicable laws, rules, regulations and guidelines, (d) your negligence and misconduct, (e) your infringement or misappropriation of intellectual

property rights of any party, (f) VIBSL's execution of any of your instructions, or (g) the use of the Service by any other person using your MSISDN.

19. Miscellaneous

a)Governing Law.Any dispute or claim arising out of or in relation to this Agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws, without regard to its conflict of laws rules. VIBSL and you submit to the exclusive jurisdiction of Mumbai courts.

b)Entire Agreement.This Agreement together with the Privacy Policy contains the entire agreement between VIBSL and you with respect to its subject matter and supersedes any and all prior or contemporaneous agreements or communications, either oral or in writing, between VIBSL and you with respect to the subject matter hereof.

c)Severability.The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

d)Survival.The provisions of this clause, and any provisions relating to licenses, indemnity, governing law, jurisdiction, arbitration, confidentiality, intellectual property rights and other provisions that by their nature survive expiry or termination, and those representations and warranties that are required to supplement the above provisions for making them effective, will survive the expiry or termination of the Agreement.

e)No Waiver.No failure to exercise or any delay in exercising any right, power or remedy by a party under the Agreement will operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made expressly in writing.

g)Assignment.You may not assign your rights under this Agreement without VIBSL's prior written permission and any attempt by you to do so will be void from inception. VIBSL may assign or transfer this Agreement in its entirety at any time without notice and without your consent.

h)Relationship.This Agreement is on a "principal-to-principal" basis and the Parties are independent of each other.

i) Grievance Redressal under Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 CONTENT REDRESSAL MECHANISM.

If you have any grievance or concerns with respect to any content available on Vi MTV, please write to our Grievance Officer at the below mentioned email ID.

Grievance Officer

Name-Rahul Gupta

Email-contentregulation.vimoviesandtv@vodafoneidea.com

j)All notifications, complaints or issues regarding the Service must be addressed to our helpdesk. The details of the helpdesk are as below:

Email-support@vimoviesandtv.in