

MANUAL OF PRACTICE

A - NAME AND ADDRESS OF THE SERVICE PROVIDER:

DigiCableComm Services Private Limited

REGISTERED OFFICE: Crescent Tower, 229 A J C Bose Road, 1st Floor, Kolkata – 700020, India Tel: +91 33 4006 0694/95, Fax: +91 33 4006 0696, WEBSITE: www.digicablecomm.in/, Toll Free No - 1800 345 5567

B - TERMS AND CONDITIONS OF SERVICE OFFERED BY THE MULTI SYSTEM OPERATOR:

1. Acceptance of this Manual of Practice:

By utilizing Digicablecomm's digital addressable service, you are hereby accepting this Manual of Practice and agreeing to abide by its terms and conditions as may be amended from time to time. The terms and conditions of this Manual of Practice may be amended from time to time by Digicablecomm by posting such changes at helpdesk@digicablecomm.com.

2. Details of Equipment are offered to the consumer:

"STB" (Set-top-box) means a device, which allows a subscriber to receive in unencrypted and descrambled form signals of subscribed channels through an addressable system.

"VC" (Viewing Card) means the smart card approved and duly branded by Digicablecomm, which when inserted in the STB, enables the STB to decode the service or portion thereof that the subscriber has sought under the Subscription Request.

"SPE" (Subscriber Premises Equipment) means STB, VC and other tools and equipment's/device(s) installed at the Subscriber Premises in order to receive in unencrypted and descrambled form subscribed channels as per the subscription request.

3. Service, Installation and Access:

(a) Service - Subject to and in accordance with the terms and conditions of SAF, Digicablecomm will provide to you at your office/dwelling place within Digicablecomm coverage area SPE's to be connected and installed only by Digicablecomm or its linked operator, in addition Digicablecomm will also provide the services provided by Digicablecomm and any value added services as may be authorized directly at the Subscribers Premises through the STB.

(b) Installation and Access – Digicablecomm will schedule installation visits with you before the Visit is made and you will have to have any one "Permitted Viewing Device" with which STB can be connected. You or any authorized person on behalf of you must be present at your Office/home/dwelling place during installation. Upon termination of the Service, you shall be obligated to provide Digicablecomm with access to your home/office/dwelling place to recover any/all of its equipment's.

(c) No general or exclusive right to use Digicablecomm Equipment shall be deemed to have been granted to Customer by virtue of this SAF unless it is an outright purchase. Viewing Card will always remain the property of Digicablecomm. Any use of Digicablecomm Equipment for any purpose other than as a part of Service shall be a breach of this Manual of Practice by Customer and shall entitle Digicablecomm to immediately disconnect Service and/or, remove Digicablecomm Equipment.

4. Digicablecomm Support and Maintenance of the Service in consonance with QoS standards mandated by TRAI:

Digicablecomm will provide customer support for use of the Service solely on the SPE. Support will be available on a commercially reasonable basis via telephone, via electronic mail or at the Digicablecomm Internet Web Site.

Warranty on STBs issued under mandatory schemes of TRAI i.e. Hire Purchase and Rental schemes is three years from the date of activation of STB. However, for STBs issued under outright purchase and special promotional and subsidized schemes of Digicablecomm, the warranty is for twelve months. No repair and maintenance charges shall be payable by you during the warranty period, provided STB has been used in normal working conditions and is not tampered with. Warranty shall not extend to any other equipment except STB. During the warranty period the STB will be repaired or replaced within 24 hours of receipt of your complaint. After the warranty period expires, we shall offer you an Annual Maintenance Contract (AMC) on optional basis for Rs.50/- per month. Alternative, Rs.150/- per

Visit will be charged as visiting charges on any complaint and repair charges will be applicable as per actual as per level of fault in the STB. Further details in this behalf are available in the Terms and conditions Section.

All STBs are fully compliant with Indian Standards, set by the Bureau of Indian Standards as well as the International Standard DVB(C).

5. Availability of STBs.

To avail of a STB, kindly contact the Digicablecomm Office nearest to you or your Local cable Operator. Fill up the Package Application Form (SAF) with your personal details and the location where the service is to be availed at. Choose the type of service required along with the STB scheme and pay the appropriate money.

Be sure to carry/submit your address proof and photo identification and ensure that you enroll one mobile no. as a registered mobile number, for better communication and regular updates. Email id will also facilitate better service standards. A duplicate copy of the SAF will be issued to you as an acknowledgement copy. Kindly quote the SAF Number in all future correspondence or follow ups.

Please check our website www.digicable.in. For the latest schemes

6. Selecting your Channels/packages.

Now that the STB is installed, you need to choose the channels that you wish to view and accordingly decide your monthly bill.

You have many choices to make here, so take your time and study what your family requirements are. At first you choose to opt for the mandatory Basic Service Tier (BST). The total number of channels that you can avail of is one hundred channels of which mandated Doordarshan channels are included. The BST is attractively priced at Rs.130/- per month plus applicable taxes.

On the top of the mandatory Basic Service Tier (BST) select any of the packages offered by Digicablecomm or choose any of the packages offered by the various Broadcasters, or one or more of the Pay channels in a la carte mode or as packages or a combination of both at the prices indicated on the Package Application Form (PAF). All prices are exclusive of applicable taxes. Cost of NCF will be charged extra.

Digicablecomm shall give you fifteen days prior notice (save and except in cases of natural calamities and reasons beyond our control), before we take off of the air any channel or discontinue the exhibition of any channel.

7. Your Obligations:

- i. To use only such STB and apply only such VC issued for such STB, as specified by Digicablecomm, which are compatible with its network and registered in the name of the subscriber.
- ii. To take proper care of STB/VC of Digicablecomm and intimate immediately in writing to Digicablecomm, in case of loss / misplacement of VC with or without STB.
- iii. Not to use, either before or after the STB (except TV/PVD) of Digicablecomm is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by Digicablecomm
- iv. To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by Digicablecomm and not to remove or shift STB/VC from the subscribers' premises, without written consent of Digicablecomm
- v. Not to replace, sell, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, alter, misuse or tamper with the STB including the seal (see to prevent opening of STB) and VC. Any such act by the subscriber shall be construed as wilful and criminal omission and /or commission on the part of the subscriber in addition to breach of its obligation in this agreement
- vi. To give all assistance, which Digicablecomm may be reasonably expected to receive, in connection with this SAF terms.
- vii. Not to indulge in piracy or activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyright of Digicablecomm, broadcaster, transmitter or any other person associated with such transmission
- viii. Not to distribute or redistribute signals from subscribers premises to any neighbouring premises
- ix. Intimate Digicablecomm within two (2) days of receipt of bill /statement of subscription charge /charges, any discrepancies in billing
- x. Subscriber 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 Digicablecomm

- xi. To return STB /VC to Digicablecomm, on termination of agreement by any party, in good working condition
- xii. The SAF terms are personal to the subscriber and right of the subscriber 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 subscriber of its obligation/ liabilities
- xii. Responsible for payment of all taxes, levies or charges, penalties, damage set etc. imposed or under any statute, for the time being in force.

8. Your Warranties, Representations and Indemnifications:

(a) Warranties and Representations: You warrant, and represent that: you are a major; you will use the Service only in accordance with this Manual of Practice; you will make all payments required herein, and you are a lawful resident of India or an Indian citizen.

(b) Indemnification: You agree to Indemnify and hold harmless Digicablecomm (Its affiliates, subsidiaries, shareholders, officers', directors, employees, contractors, agents and representatives) (together "Digicablecomm indemnified Entitles") against any Cost, claim, liability or expense any of the Digicablecomm) Indemnified Entitles Incur as a result of or arising out of.

(i) Your breach of this Manual of Practice or your warranties and representations made herein;

(ii) Your wilful, negligent, tortuous or criminal acts or omissions;

(iii) Any Improper use of your password, name or user name; Digicablecomm Services Private Limited. Manual of Practice

(iv) Your violation of any third party rights. In the event of any claim, which, if true, would be subject to Indemnification hereunder, Digicablecomm and/or the affected Digicablecomm Indemnified parties shall notify you and you shall cooperate in their defence at your sole Cost and defence. As part of your Indemnification obligations, you agree to reimburse Digicablecomm for any Costs It Incurs, Including investigation expenses, due to complaints filed regarding your activity (or activity for which you are responsible) using the Service.

9. Your Privacy and Personal Information:

We consider your privacy to be very important and we assure you that your personal details will not be shared with anyone outside except as and when desired by Government and other statutory authorities.

10. Disclaimers and Limitation of DIGICABLE's Liability:

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICES PROVIDED BY DIGICABLE ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, 'SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; YOU HEREBY EXPRESSLY AGREE THAT THE USE OF THE SERVICE PROVIDED BY DIGICABLE IS AT YOUR SOLE RISK. ANY AND ALL DIGICABLE SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED; DIGICABLE MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON YOUR PARTICULAR PVD. DIGICABLE HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, INFORMATION, PROGRAMMES TRANSMITTED THROUGH STB's. IN NO EVENT DIGICABLE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCLUDING LOSS OF PROFITS, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS MANUAL OF PRACTICE OR THE INSTALLATION, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY DIGICABLE, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF DIGICABLE' HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Contact Us:

(a) Billing Information: Questions or Concerns. If you have questions or concerns or simply would like more Information about the costs you might incur in using the Service or with your particular account, please contact us at: Crescent Tower, 229 A J C Bose Road, 1st Floor, Kolkata – 700020, India.

(b) General Information: For general information about Digicablecomm Services Private Limited and for customer service and support, please contact us on Telephone Number: 1800 345 5567 (Toll free), or visit us at www.digicable.in/.

12. Jurisdiction:

This Manual of Practice is subject to the jurisdiction of Kolkata only Disputes. All disputes, controversies, or differences that may arise between the parties out to or in any manner relating to or in connection with the Service or this Manual of Practice, or the breach thereof, shall be submitted to and settled by binding arbitration such arbitration shall be conducted in accordance with the rules of the Indian Arbitration & Conciliation Act.

Any arbitration proceeding shall take place Kolkata, No demand for arbitration or action or any kind or nature arising out of this Manual of Practice or out of any use of the Services by Customer, shall be brought by a party more than 'one year after the date on which the cause of action first arises. The Courts in Kolkata shall have jurisdiction only for the purpose of arbitration the parties hereby agree not to proceed before any other courts then that at Kolkata, if more courts (Including courts at Kolkata) have jurisdiction over the dispute. You hereby agree that you will bring any such dispute singly and not in combination with claims of other individuals.

C - CONTACT ADDRESS, E-MAIL, TELEPHONE NUMBER AND FACSIMILE NUMBER OF THE APPELLATE AUTHORITY AND TIME LIMITS FOR DISPOSAL OF APPEALS:

If you have a complaint regarding any aspect of your service, we encourage you to first contact our Customer Service Department. Billing complaints not made within 30 (thirty) days of the billing in question may not be honoured, if you are not satisfied with the manner in which your concern has been addressed after speaking with the Customer Service Department, please submit your complaint in writing to the Nodal Officer at the address mentioned bellow.:-

Name of Nodal Officer: Mr. Koushik Mitra

Contact Number: +91 33 40060694/95,

Fax: +91 33 4006 0696,

E-mail: helpdesk@digicablecomm.com

Address: Crescent Tower, 1st Floor, 229 A J C Bose Road, Kolkata – 700020

Nodal Officer will resolve the appeal within 10 days of receipt of the appeal. Nodal Officer is Available on all working days (Monday to Saturday) 10:00am to 6:00pm.

On receipt of a complaint, the same will be recorded in our system and a unique docket number will be provided to the consumer. The complaints of consumer are resolved by our customer care executives. If the complaint requires further resources, we will forward it internally for required Actions. The complaint will be solved in a defined Turnaround Time (TAT). The same will be informed to the customer via suitable media.

You can track status of the Service Request number via: Telephone: 1800 345 5567 (Toll free).

The resolution of the Service Request will be communicated to you via telephone call to your registered contact number or by email. Closure of the Service Request will be communicated via suitable media, if any.

In the event, you are still not satisfied with the resolution provided from the Contact Centre, you can approach the Nodal Officer to file an appeal on your complaint.

Name of Nodal Officer: Mr. Koushik Mitra

Contact Number: +91 33 40060694/95,

Fax: +91 33 4006 0696,

E-mail: helpdesk@digicablecomm.com

Address: Crescent Tower, 1st Floor, 229 A J C Bose Road, Kolkata – 700020

D- Instruction for activation and operation of Set Top Box;

For instructions for activation and operation of a Set Top box, please visit our website www.digicable.in.

E- COMPLAINT REDRESSAL MECHANISM, INCLUDING COMPLAINT REDRESSAL PROCEDURE AND THE TIME LIMITS FOR REDRESSAL OF COMPLAINTS:

Service Parameter	Time Limit
Provisioning New Connections	Within 2 Days of receiving your application with Valid Documents (Provided technical Feasibility in your area permits the connection). In case of any deficiency in the application or in case it is technically or operationally not feasible for us to provide you connection, the same shall be informed to you indicating the reason within two working days of the receipt of application
Fault Repair	Responded to within 8 hours of request and resolved in a maximum of 3 days
Shifting the Connection to your new address within the same city	Attended to within 2 days of written request and resolved in a maximum of 2 Days thereof (Provided technical Feasibility in your area permits the connection)
Closures	Attended to within 24 Business hours
Billing	Attended to within seven days of receipt of the complaint from the consumer and refunds, if any, shall be made to such consumer within thirty days of receipt of the complaint
Refunding your deposits (Refundable Component) After resolution of outstanding charges	Within 7 days of disconnection and return of STB in good working condition