

# MANUAL OF PRACTICE

**Kable First India Private Limited**

3<sup>rd</sup> Floor, Golden Heights, 59<sup>th</sup> 'C' Cross, 4<sup>th</sup> 'M' Block, Rajajinagar, Bangalore-560 010

# Kable First India Private Limited

Tel: 080 42840044 (GST Reg. No: 29AACCK9939P1ZH)

Address: 3<sup>rd</sup> Floor, Golden Heights, 59<sup>th</sup> 'C' Cross, 4<sup>th</sup> 'M' Block, Rajajinagar, Bangalore-560 010

## MANUAL OF PRACTICE

### I. TERMS & CONDITIONS ON WHICH KFI SHALL PROVIDE ITS SERVICE

#### 1. Definitions

- a. "Addressable System" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- b. "Authority" means Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- c. "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;
- d. "Bouquet" or "Bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions.
- e. "Basic Service Tier" means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscribe, for a single price to the subscribers of the area in which his Cable Television Networks is providing service;
- f. "local cable operator" or "LCO" means a person registered under rule 5 of the Cable Television Networks Rules, 1994;
- g. "cable service" or "cable TV service" means the transmission of programmes including re-transmission of signals of television channels through cables;
- h. "cable television network" or "cable TV network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- i. "Distributor Retail Price" or "DRP" means the price, excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channel or bouquet of pay channels;
- j. "free-to-air channel" or "free-to-air television channel" means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel ;

- k. "lock-in period" with reference to subscription of a-la-carte channel or bouquet of channels, means a period of subscription during which a subscriber is restricted from discontinuing or altering the terms of the subscription of such channel or bouquet of channels;
- l. "multi-system operator" or "MSO" means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- m. "Maximum Retail Price" or "MRP" means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels;
- n. "pay channel" means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;
- o. "Network Capacity Fee" means the amount, excluding taxes, payable by a subscriber to the distributor of television channels for distribution network capacity subscribed by that subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels.
- p. "programme" means any television broadcast and includes-
  - (i) exhibition of films, features, dramas, advertisements and serials;
  - (ii) any audio or visual or audio-visual live performance or presentation,and the expression "programming service" shall be construed accordingly;
- q. "set top box" means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- r. "subscriber" for the purpose of these regulations, means a person who receives broadcasting services related to television from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services related to television, shall constitute one subscriber;
- s. "You" means the Subscriber.

## **1. SERVICES**

- a) This agreement specifies the terms and conditions on which Kable First India Private Limited (hereinafter referred to as "KFI") shall provide the interactive Cable Service, voice and data services and other value added services etc. ("Service/s") to the person, whose name is specified and signature appended on the Customer Application Form ("CAF/E-CAF") (hereinafter referred to as "the Subscriber").
- b) KFI's service shall be made available to the subscriber with effect from the date of activation of the Set Top Box ("STB") and on terms and conditions contained herein and also contained in the

consumer charter published in our website [www.actcorp.in](http://www.actcorp.in) which the subscriber hereby unconditionally accepts and undertakes to abide.

- c) The subscriber shall fill in CAF/E-CAF in duplicate and submit the CAF to the LCO. The subscriber shall ensure that the information stated in CAF/E-CAF is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify KFI or its LCO of any change thereto. Photo identification and Address proof has also to be submitted along with the CAF/E-CAF, else the same will be treated as an incomplete CAF/E-CAF. The LCO shall return the duplicate copy of the completed CAF/E-CAF to the subscriber duly acknowledged.
- d) The subscriber shall choose any a-la-carter free-to-air channel(s), pay channel(s) or bouquet(s) of channels offered by Broadcasters or bouquet(s) of channels offered by KFI or a combination thereof. Provided if the subscriber opted for any such a-la-carter free-to-air channel(s), pay channel(s) or bouquet(s) of channels as mentioned herein, shall not discontinue the subscription of such channel or bouquet of channels for lock-in-period from the date of subscription ("Lock-in-Period").
- e) Composition of channels in any package that the subscriber has availed of will not be altered for the said Lock-in-period from the date of subscription/activation. Should there be a change in the same due to any channel becoming unavailable on our network, Distributor retail price reduction equivalent to the a la carte rate of that channel/bouquet of channels will be provided from the date of discontinuation.
- f) All incomplete Customer Application Forms shall be rejected and the deficiencies shall be informed to the subscriber. The LCO will respond within 2 working days of receipt of application, and inform the subscriber of the deficiencies and shortcomings in the CAF/E-CAF submitted by subscriber.
- g) In case of technical or operational non-feasibility at the location requested by the subscriber, KFI or its LCO will inform the subscriber the reasons for the same within 7 working days from the date of receipt of the CAF/E-CAF by KFI and KFI/LCO shall refund any amounts paid by the Subscriber within 15 days of such communication to subscriber.
- h) The Subscriber shall select a subscription package and inform KFI of the subscription packages or channels on an a la carte basis by ticking the same on the Tariff Enrolment Form (TEF) along with the applicable fees while submitting the CAF/E-CAF. Upon the receipt of the above TEF and fees (including applicable installation/ activation charges/retail price of STB), KFI may provide the Subscriber the Set Top Box ("STB") and such other accessories as may be necessary. The subscriber shall select the payment methodology and the payment term on the same along with the STB details where the subscriber wants these channels to be activated. Upon receipt of the fully filled TEF and complete and correct in all respects, the channels selected by the subscriber shall be activated within Seven Days of its receipt.
- i) The Subscriber is entitled to alter, add to or substitute the subscription package by informing KFI and paying the additional fees, if any for such new selection.

## **2. SET TOP BOX (STB)**

- a) Upon KFI accepting the CAF and receiving fees, and installation/ activation charges as specified by KFI, KFI may install the STB and all requisite accessories at the location specified by the subscriber. The Subscriber understands and agrees that KFI will collect the retail price of the STB from the subscriber at the time of installation of STB. After purchase of STB, it will become the property of Subscriber and KFI will no longer be the owner of the STB.
- b) If the STB are damaged or cannot be used due to any acts of the Subscriber, KFI shall replace the same and similar type of STB, at the cost of the Subscriber post warranty period. If the STB is lost due to negligence of the subscriber, the Subscriber shall be liable for it and has to purchase new STB by paying the STB retail price.
- c) Each STB comes with a warranty as provided by the original equipment manufacturer which will be passed on to the Subscriber as is. The terms and conditions provided by manufacturer for warranty is applicable on the said STB during the warranty period. There is no warranty applicable on the remote control.
- d) After the expiry of the warranty period, repairs to the STB would have to be paid for by the subscriber and a replacement STB may be offered, if available, at the cost of subscriber.
- e) Changes in the rates of applicable taxes & Government duties will be informed to subscribers and shall be borne by the subscriber.
- f) In case of STB malfunction out of warranty period, the KFI/LCO will replace or repair the STB. Repair or Replacement charges will be payable by the subscriber if the STB is out of warranty period.
- g) The Subscriber hereby agrees to allow the authorized representatives of the LCO/ KFI to enter into the subscriber premises for inspection, installation, removal and replacement of the Hardware/Software under the Terms hereof. This clause survives the termination until all the dues are paid to KFI.
- h) The Service shall be for personal viewing of the Subscriber/s and for his family members only. Subscriber shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breach of this clause will result in termination of Service and the subscriber shall also be liable to pay damages.
- i) The Subscriber undertakes not to use or cause to be used the VC with any other STB or device and/or STB with any other VC or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc. during the term of his/her subscription.
- j) The Subscriber undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the accessories provided by KFI or to add or remove any seal, brand, logo, information, etc. which affects or may affect the integrity/ functionality/identity of the Hardware or otherwise remove or replace any part thereof; nor shall KFI use before or after the STB any decoding, receiving, recording device other than one television set.
- k) The subscriber undertakes not to do or allow any act or thing to be done as a result of which the right of the LCO/KFI in relation to the Service and/or Hardware or of the channel providers/distributors/ in relation to any Channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.

- l) The subscriber undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber during the term of his/her Subscription.
- m) The subscriber undertakes not to relay, transmit or redistribute the signals/Service to any Person or connect to any other device for any redistribution purpose.
- n) Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.
- o) All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, shall be subject to the rule, regulation, notification, guidelines as may be specified by the Authority or as may be applicable from time to time.

### **3. SUBSCRIBER' S OBLIGATIONS**

- a) The Subscriber will be responsible for the safe custody and maintenance of the accessories provided to the Subscriber by KFI.
- b) The Subscriber shall not sub-let or transfer the accessories provided to any person without the prior written permission of KFI.
- c) The Subscriber shall not tamper with, reverse engineer, decompile or copy or distribute or misuse in any manner the software embedded in the STB.
- d) The Subscriber shall not commit any act or deed which adversely affects the quality, functionality, availability and/or reliability of Services rendered by KFI to any person.
- e) The Subscriber shall use the Service for lawful purposes only and shall not post or transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- f) The Subscriber acknowledges and covenants that the Services are provided for use in a single household at a single point (where Subscriber is an individual) or in a single office at a single point (where the Subscriber is a corporate) and any attempt to resell/transfer or distribute service without the express written permission of KFI, will result in immediate termination of Services and possible criminal prosecution.

### **4. BILLING, CHARGES AND PAYMENT**

- a) The Subscriber shall pay for the Service, to which he/she/it has subscribed herein, including applicable charges for installation, activation and retail price of STB in advance.
- b) In addition to the amounts specified in the CAF/E-CAF, the Subscriber shall be liable to pay GST or such other similar taxes, duties and levies applicable on the amounts payable by the Subscriber to KFI or its LCO under or pursuant to this agreement.
- c) As per the a-la-carte channel/bouquet of channels opted by the subscriber, the subscriber shall pay the Distributor retail price of such a-la-carte pay channel(s) and Bouquet of pay channels in addition to Network Capacity fee ("**Subscription Charges**") to KFI directly or its LCO on or before

15th of every calendar month in advance, and in case of quarterly, half yearly or annual plan then the 15th of respective English calendar month in advance. All payments shall be made in full by the due date as mentioned above along with the applicable taxes as the case may be. Any delay in payment by the due date will attract an interest at 2% per month. In case of dishonor of a cheque, subscriber shall pay such charges as may be applicable from time to time. Billing dispute if any will be resolved within 7 days by LCO or KFI as the case maybe.

- d) In the event of disconnection of services to the subscriber on non-payment of subscription charges the subscriber shall contact their respective LCO for payment of subscription charges and reactivation of services. Subscriber hereby understands and agrees that KFI shall not be liable to subscriber on disconnection services on no-payment of subscription charges as the subscription charges are collected by LCO directly from the subscriber and KFI is depending on the report/information submitted by the LCO on the payment of subscription charges by the subscribers in LCO's network.
- e) If the Services provided to the Subscriber are disconnected for any reason whatsoever, the Subscriber shall be liable to pay reconnection charges in addition to the fees and charges payable by the Subscriber for availing of the Services.
- f) The Subscriber shall make payment for at least one month charges/ bill and installation & activation charges for the Services. The Subscriber shall not be entitled to refund/ adjustment if he terminates this agreement within one billing cycle as opted by him in the CAF/E-CAF.
- g) If the agreement is terminated by either party and the Subscriber has paid amounts in advance to KFI or its LCO, KFI or its LCO shall refund part of such amounts to the Subscriber subject to applicable deductions. Refund, if any will be issued within 30 days following resolution of complaint or before the next billing cycle whichever is earlier.

## **5. TERM AND TERMINATION**

- a) This agreement shall commence upon KFI activating the STB and shall remain in force, till terminated as per the terms of this agreement.
- b) The Subscriber may terminate this agreement by giving a notice of 15 (Fifteen) days to KFI, no charges will be payable by the subscriber even if KFI or its LCO fails to disconnect the service within due date.
- c) KFI shall be entitled to terminate this agreement and deactivate the Services to the subscriber for any reasons by providing a 15 days' notice. However this will not apply if the subscriber is found to be the cause of piracy and/or defaulter of payments.
- d) Upon the termination of this agreement, the Subscriber shall return the accessories to KFI in the same condition as it was when provided to the Subscriber. If the accessories are not in the condition as specified above, then the Subscriber shall be liable to pay KFI the cost of the accessories.

## **II) DETAILS OF PROVISIONS FOR CONSUMER PROTECTION:**

- a) **Disruption Of Service:** KFI or its linked LCO will give a prior notice of at least three days to its subscribers in case of any Interruption of broadcasting services related to television due to preventive maintenance.

**b) Price protection to subscribers:** In case if the subscriber availed the broadcasting services with a lock-in period or the charges for subscription of broadcasting services are paid in advance for a specific period by a subscriber in pursuance of any scheme offered by KFI, KFI will provide such services for such period to the subscriber without any increase in the price of subscription and without altering the other terms of subscription to the disadvantage of the subscriber subject to availability of said TV Channel(s)/bouquet of Channel with KFI Network. In the event of said TV Channel(s) or Bouquet of Channels becoming unavailable on KFI network, Distributor retail price reduction equivalent to the a la carte rate of that channel(s)/bouquet of channels will be provided from the date of such discontinuation.

**c) SUSPENSIONS/TERMINATION OF SERVICE AND DEACTIVATION OF CHANNEL(S) OR BOUQUET**

- i. Fifteen (15) day notice period will be given if KFI chooses to discontinue providing of any channel/s. The notice of discontinuation shall be displayed on the TV screen as a scroll on the (our) local cable channel and shall also be Disseminated through Customer care programming Service.
- ii. If the subscriber chooses to relocate, the subscriber shall submit its application in advance either to KFI or its LCO. After verification of the outstanding, KFI shall provide the services at the new location subject to necessary charges as per regulation, provided it is technically and operationally feasible subject to payment restoration and reactivation charges. If not, KFI or the LCO will inform the subscriber likewise and the subscriber can opt to surrender the accessories and proceed to claim a refund as per the terms of the scheme.
- iii. The request for the temporarily suspension of service shall be placed by the subscriber with 15 days of notice in writing prior to the date of suspension. No suspension of services is possible if the period of suspension is lesser than a calendar month. Suspension of services is possible for one calendar month or a multiple of calendar month, but the period cannot exceed three calendar months. Restoration/Reactivation charges will be levied if the request for reactivation of services received within Three months from the date of suspension at Rs.25/- and post expiry of three months at Rs.100/- respectively along with applicable tax.
- iv. Any request for addition of channel/bouquet will by default be done from the next billing cycle. Subject to lock-in period, disconnection or change of a channel/bouquet request from the subscriber can be acted upon only on a calendar month basis.
- v. Notwithstanding the aforesaid, the services shall be liable to be terminated or suspended at the sole option of LCO/ KFI either wholly or partly, upon occurrence of any of the following events i.e.
  - if the subscriber commits a payment default;
  - in case of any breach by the subscriber;
  - if the subscriber is declared bankrupt, or insolvency proceedings have been initiated against the subscriber;
  - in order to comply with the Cable television Networks (Regulation) Act, 1995 and/or the Rules made thereunder and all and any other applicable laws, notifications, directions and Regulations of any statutory or regulatory bodies;
  - if the Broadcaster/Channel Providers suspend or discontinue to transmit any Channel/s for any reason.



- vi. In the event of suspension, the Subscriber will be liable to pay forthwith upto the last day of the month of suspension/termination and to return forthwith the VC and any other accessories, in working condition (reasonable wear and tear excepted).
- vii. The Service may be restored upon receipt of all the dues, advance Subscription or deposit, reconnection charges (if payable) and any other amount payable under the Terms and on such other terms and condition as may be in force. If the Service was suspended due to the Subscriber's default, the Subscriber shall also pay the amount for the disconnected period as if the Service had continued.

### **III. PROCEDURE AND BENCHMARK FOR REDRESSAL OF COMPLAINTS**

- i. We have set up a centralized helpline no. 080-42840044 to assist you should the need arise. Subscriber can log in their complaint on the Customer care number or helpline number of KFI or directly with LCO. The Customer Care Number is available from 08.00 Hrs. to 22.00 Hrs. on all day of the week. For each complaint received by us the subscriber will be assigned a Docket Number. The complaints received during night time will be attended on the next day.
- ii. If the service is provided through a LCO, it will be the responsibility of the LCO to maintain the Quality of Services standards as laid down by the Authority wherever it pertains to distribution of signals from the node/amplifier of KFI. If the services is provided directly by KFI, it will be responsibility of the KFI to maintain the Quality of Services standards as laid down by the Authority.
- iii. In addition to the helpline no. you can also log in complaints from your Registered Mobile No. or your *registered* email ID.
- iv. For each complaint you will be issued a Docket/ticket No. and you can monitor the same through our "Web Based Monitoring System". Whilst issuing you the docket no. (Which shall inter alia contain the date and time of registration of the complaint) we shall also inform you the likely time period within which your complaint shall be resolved.
- v. In each of the service areas in which KFI's network operates through its Joint Ventures and its Distributors which are more particularly mentioned hereinabove a complaint centre has been established for redressing your complaints and for addressing service requests by you.
- vi. Every Complaint Centre has a designated Complaint Officer whose name and contact details are prominently displayed at the entrance to the Complaint Centre. On reaching the Complaint Centre please ask for the Complaint Officer who shall attend to your complaint.
- vii. Please note that every Complaint Centre is also accessible through our Centralized Helpline no. PH: 080-42840044. You shall be guided to and connected with the complaint center in your service area through the Interactive Voice Response System ("IVRS").
- viii. All complaints (other than complaints relating to billing) shall be responded to within eight hours of the receipt of your complaint by us. Complaints received during the night shall be attended to the next day. If we are unable to respond to you within the stipulated time then we shall communicate to you the reasons for us being unable to respond to you within the time stipulated above.

- ix. At least ninety percent of all “no signal” complaints received by us or our local cable operator shall be redressed by our local cable operator and signals will be restored by our local cable operator within twenty four hours of the receipt of the complaint by us or by our local cable operator save and except in cases of natural calamities.
- x. At least ninety percent of all complaints received by us or our local cable operator (save and except complaints relating to billing) shall be redressed within forty eight hours of the receipt of the complaint.
- xi. All complaints relating to billing shall be resolved within seven (7) days of the receipt of the complaint from you. After the complaint has been resolved which resolution is satisfactory to you, in case you become entitled to a refund, we shall endeavour to make the refund to you within thirty (30) days of the receipt of your complaint by us.
- xii. Records for all your complaints shall be maintained and kept by us only for a period of three (3) months from the date of resolution of the complaint.
- xiii. We have also appointed a Nodal Officer in every State in which we have commenced operation of our digital addressable network.

The names, addresses and contact details of our Nodal Officer is as stated herein below:

**NODAL OFFICER:-**

**Subscribers: Mr. Anand G S**, Golden Heights, 59 C Cross,4th Block, Rajaji Nagar, Bangalore – 560 010; Email: nodalofficer@actcorp.in

- xiv. In case you are not satisfied with the redressal of your complaint by our Complaint Centre you may approach the Nodal Officer appointed for the State in which you are being provided our service. You may send your complaint to the relevant Nodal Officer by a letter in writing, or through telephone (preferably the telephone number which you have registered with us) or by Short Messaging Service (“SMS”) or through our web based online complaint filing system.
- xv. Our Nodal Officer shall issue an acknowledgement to you within two days of the receipt of your complaint by us and give you a unique complaint number.
- xvi. Our Nodal Officers shall resolve your complaint within ten working days from the receipt of your complaint by us.

**IV. MISCELLANEOUS**

Please also refer to THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 issued by Authority for further details of the duties and obligations of KFI and its local cable operators and the rights and duties of the subscriber.

\*\*\*\*\*