

CONSUMER CHARTER

Malnad Infotech

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CONSUMERCHARTER

I. Multi-System Operator (MSO) details are below

Malnad Infotech Pvt Ltd.
Classique Arcade Building K S
Rao Road, Near City Center
Mangalore - 575001

Customer Care Number:- +91 9945219070
Email:- info@malnadinfotech.com

II. Services offered by the MSO/LCO

1. Digital Cable Services
2. Value Added Services Karnataka Only

III. Terms and conditions of service offered by the MSO and LCO

1. The decision on the complete application will be communicated with in 2 (two) days of the receipt of the application to the applicants. The term 'Subscriber(s)' shall hereinafter mean a person(*including individual or non-individual*)who avail services offered by Malnad or its LCOs by subscribing to Cable Television services (hereinafter referred to as the 'Service') or Value Added services as offered. The term 'Subscriber(s)' shall mean Consumers and vice- versa, as used hereinafter.
2. The Subscriber(s) undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the Hardware in any manner whatsoever 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 use before or after the STB any decoding, receiving, recording device other than one Television set.
3. It is expressly understood and agreed by the Subscriber that the

Company shall not have any obligation/liability what so ever under the Agreement, towards the Subscriber on account of:–

- i. Any defect due to any unauthorized or improper use, replacement, removal, modification, alteration, misuse, tampering, negligence or failure to follow the prescribed instructions of the Company.
 - ii. Any action or failure to act or default on the part of any equipment(s) supplier(s) and/or its agent(s) or nominee(s).
 - iii. Any delay or failure in performance of the Agreement caused by any reason or event beyond the reasonable control of the Company.
 - iv. Any indirect or consequential loss even if resulting from or caused due to any default on the part of the Company or any of its officers, employees, suppliers, distributors/franchisee agents or nominees.
 - v. It is expressly agreed by the Subscriber that the Company has not offered or provided including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Subscriber agrees that the Company shall not be liable for any consequential, incidental, indirect, remote, economic punitive damage even if the Company has been advised of the possibility of such damages.
4. This Agreement shall commence upon the Malnad activating the Connection and shall remain in force, subject to applicable terms, based on the Subscription Request by the Subscriber. MALNAD reserves the right to reject the Subscription Form for any reason. Any money paid by the Subscriber shall not create any right in favor of Subscriber until activation of the Connection. In addition, the Company reserves the right to discontinue the Connection even after activation without any liability save and except for refund of monies in accordance with the TRAI regulations.
5. Any person seeking connection or disconnection or reconnection or shifting of cable service connection or

intending to obtain or return Set Top Box (STB) at a place has to submit prescribed application form duly authenticated and completed in all respects to MALNAD or its Linked Cable Operators (LCOs),

6. The Service is made available to the Subscriber(s) with effect from the date of activation of STB and on terms which the Subscriber(s) hereby fully accepts and undertakes to abide. The Subscriber represents that he/it is fully informed about the our Services, its specifications, requirements, limitations, etc. and has only there upon opted for the Services, submitting a duly filled and signed Subscription Form, there by agreeing to be bound by this Agreement. It is expressly made clear here in that the our Services are meant for viewing only within the territory of India.
7. Changes in the rates of taxes & government duties will be informed to the Subscriber(s) and passed on. The Subscriber(s) hereby under take to pay the full amount of charges/fees etc., and any other charges including Service Tax, Entertainment Tax and/or any other tax as may be applicable that may be invoiced to Subscriber(s) for availing the Service.
8. In case of any complaint, MALNAD or its LCOs will respond to the complaint within 8 (eight) hours of receipt of complaint. However, this will not apply if the STB has been found tampered.
9. Refund of security deposit if any will be made available to the Subscriber(s) with in 7 (seven) days upon receipt of STB, provided the same has not been tampered.
10. Channels can be subscribed in packages/bouquets/a-la-carte by filling in the application form. Billing for channels will be on a calendar month basis(30Days).The package price is

per STB per. month and all applicable taxes are extra. Add on packs can be subscribed in addition to the standard packages. Billing will start from date of activation of STB. Channels offered are subject to change from time to time and all channels may not be available at all locations. The packages/channels delivery is subject to availability of the same on MALNAD' splat form. The Subscriber(s) hereby agrees to pay MALNAD or its LCO's the entire cost of STB/VC as applicable depending upon the tariff scheme chosen by the Subscriber(s).

11. The subscriber(s) hereby acknowledges that there is no obligation on the Subscriber(s) to buy STB from MALNAD only .The Subscriber(s) shall have the option to buy the STB needed for viewing channels on MALNAD's platform from any of the distributor or from any other person as the Subscriber(s) may decide. However ,the Subscriber(s) shall ensure that STB purchased by it and used for viewing the channels on MALNAD's platform comply with minimum standards requirements as laid down by the Authority and/or Bureau of India Standards etc., and is compatible to avail the Service.
12. The Subscriber(s) hereby agrees and confirms that:
 - i. He/ she has been clearly explained the prices of bouquets, a-la- carte rates of channels, features of Service, mode of payment of bills, time period for payment by MALNAD 's employees or its LCOs;
 - ii. He/she has read the Manual of Practice, Consumer Charter and/ or other related documents carefully and has understood the terms & conditions of Service; and
 - iii. He / she has been handed over the Manual of Practice, Consumer Charter and/or other related documents at the time of subscription of Service by MALNAD 's employees or its LCOs.

13. He / she has been handed over the Manual of Practice, Consumer Charter and/or other related documents at the time of subscription of Service by MALNAD 's employees or its LCOs.
14. Channels can be unsubscribed provided the minimum subscription period of 30 days (lock in period) has been adhered to.
15. The Subscriber(s) hereby agrees to allow the authorized representatives of the MALNAD/LCOs/its Affiliates to enter upon the installation address for inspection, installation, removal, replacement and repossession of the Hardware under the terms hereof. The term Hardware shall include STB and/or any other device/instrument which may be required by the Subscriber(s) for the purpose of availing Service from MALNAD or its LCOs. This clause shall survive the time period until all the dues are paid and the Viewing Card along with the STB owned by MALNAD /its Affiliates are returned to MALNAD /its Affiliates in satisfactory working condition.
16. The Service and the license to use the Viewing Card shall be for personal viewing of the Subscriber(s) and for his/her family members only. No assignment of Viewing Card shall be valid unless the same is approved in writing by MALNAD / its Affiliates. Subscriber(s) 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(s) shall also be liable to pay damages.
17. For disconnection/suspension of the Service, the Subscriber(s) shall give 15 (fifteen) days prior notice to MALNAD. The period of 15 (fifteen) days shall be reckoned from the date of receipt of the notice of disconnection by

MALNAD.

18. Subscriber(s) can logon to www.Malnadinfotech.com to track the status of the complaint made to MALNAD.
19. Payment of the subscribed Service shall be made within due date as mentioned on the invoice/ bill, failing which an interest shall be charged or such higher interest as may be permitted by Telecom Regulatory Authority of India (the Authority). In case the subscription fee is not paid before the due date, the Company shall have the right to charge an amount up to Rs.50/- (Rupees Fifty Only) per month as Idle Box Fee on account of CAS, middleware and other administrative costs to be incurred by the Company towards maintaining the account of the Subscriber during the de-active period.
20. The Subscriber(s) acknowledges that the Viewing Card has been merely licensed to the Subscriber(s) by MALNAD /its Affiliates to avail the channels for one Television set only and shall at all times be the exclusive property of MALNAD /its Affiliates and that he/she has been fully explained and accepts that any unauthorized relay or re-transmission of the signal will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of Service, will attract civil and/or criminal liability under the law.
21. The Subscriber(s) undertakes not to use or cause to be used the Viewing Card with any other set top box or device and/or STB with any other card or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc.
22. The Subscriber(s) under takes not to door allow any act or thing to be done as a result the right of the MALNAD

/LCOs /Distributor /its Affiliates 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 there by 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,

23. The Subscriber(s) 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(s).
24. The Subscriber(s) undertakes not to relay, transmit or redistribute the signals to any person or connect to any other device for any redistribution purpose.
25. Commercial establishments will be governed by tariffs as laid down by the Authority from time to time, if any.
26. All the terms and conditions including the provisions related to the terms of Service, tariff, rebates, discounts, refund shall be subject to the rule, regulations, notifications, guide lines as may be specified by the Authority or as may be applicable from time to time.
27. Billing disputes, if any, will be redressed within 7 days of receipt of complaint from the Subscriber(s).
28. If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, war like situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any other Acts of God or Force Majeure condition, or if any or more channels are discontinued due to any technical or system failure at any stage or by the

Broadcaster(s) or for any other reasons beyond the reasonable control of the LCOs or MALNAD /its Affiliates, the Subscriber(s) will not have any claim for any loss or damages. Against the MALNAD/LCOs/ its Affiliates.

29. The LCOs or MALNAD /its Affiliates will make reasonable efforts to render uninterrupted Service to the Subscriber(s) and make no representation and warranty other than those set forth in the terms and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.
30. LCOs, Distributor and MALNAD /its Affiliates and the employees thereof shall be not liable to the Subscriber(s) or to any other person for all or any indirect, special, incidental or consequential damage arising out of or in connection with the provision of the Service or inability to provide the same whether or not due to suspension, interruption or termination of the Service or for any inconvenience, disappointment due to deprivation of any program or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCOs or Distributor or MALNAD /its Affiliates for any actual or alleged breach shall not exceed the subscription(s) paid in advance to LCOs for such duration of Service, for which the Subscriber(s) had paid in advance but was deprived due to such breach.
31. The Subscriber(s) will indemnify and hold harmless the LCOs, MALNAD and its Affiliates from all loss, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or causes of for use and misuse of the Service or for non-observance of the terms by the Subscriber(s).

32. Notice at the installation address shall be deemed to be sufficient and binding on the Subscriber(s).
33. All disputes with respect to the terms between the subscriber(s) and the LCOs or MALNAD shall be subject to jurisdiction of courts in Mangalore/ Udupi, Karnataka only.
34. If any of the provision of the terms has become or is declared illegal, invalid or unenforceable for any reason, the other provisions shall remain in full force and effect and no failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof. The terms may be amended by MALNAD from time to time and shall be binding on all the Subscriber(s).
35. The quality of service and consumers complaint redressal procedures prescribed under the regulations issued by the Authority, are applicable. Detailed information is available on the authorized site of Telecom Regulatory Authority of India viz.: www.trai.gov.in.
36. MALNAD reserves the right to suspend or deactivate the Service after following the due process of lawif;
- i. The Subscriber(s) is in breach of the provisions of the terms mentioned herein; or
 - ii. The Subscriber(s) has provided wrong information in the application form to MALNAD or its LCOs; or
 - iii. The Subscriber(s) fails to pay the bill within the applicable time lines; or
 - iv. The Subscriber(s) is declared bankrupt or becomes insolvent; or
 - v. MALNAD is directed/ requested by the government or any other regulatory body or competent authorities do so; or
 - vi. Applicable laws mandated MALNAD to take such

action; or

vii. Any acts of privacy, fraud or misuse of the Service by the Subscriber(s) is identified; or

viii. Any force majeure even i.e., an event beyond the control of MALNAD occurs.

37. The Subscriber(s) here by declares and confirms that he/she has understood the rates of bouquets, a-la-carte rates of channels at which Service is being offered to him/ her by MALNAD or its LCOs and taken into account the same before actually availing the Service from MALNAD or its LCOs. The Subscriber(s) acknowledges that such rates may be revised by MALNAD or its LCOs at any point of time while complying the necessary regulations laid by the Authority in this regard.

38. The Subscriber(s) hereby agrees and acknowledges that MALNAD or its LCOs has no control over the affairs of Broadcaster(s) and is not responsible or liable for any acts or omissions of Broadcaster(s). The Subscriber(s) shall not hold MALNAD or its LCOs or its employees responsible for any deficiency, omission, error or delay in the Service by MALNAD or its LCOs attributable to any act or omission on the part of Broadcaster(s).

39. The Subscriber(s) hereby agrees that to avail the Service from MALNAD or its LCOs, the Subscriber(s) may be required to complete Subscriber Identification Procedure as determined by MALNAD in its sole discretion. The Subscriber(s) may need to establish his/her identity to MALNAD or its LCOs before availing Service. Therefore, the Subscriber(s) shall provide his/ her identification documents and/ or any other information to MALNAD or its LCOs as may be required by it under

relevant laws. Subscriber(s) Identification Procedure shall herein mean the procedure adopted by MALNAD, if any to establish the identity of a Subscriber(s).

40. MALNAD may share identification details, channel information, billing information and/ or any other information of Subscriber(s) with the government agencies, regulatory bodies, statutory authorities or courts having jurisdiction over the MALNAD or its LCOs as in when requested by such authorities or otherwise in the normal course of business to meet necessary compliances as may be prescribed. The Subscriber(s) irrevocably agrees that he/she shall not raise any concerns or have any objection to sharing of his/ her information with the government agencies, regulatory bodies, statutory authorities or courts having jurisdiction over the affairs of MALNAD or its LCOs.
41. The Subscriber(s) here by permits MALNAD to disclose all or any of the information of the Subscriber(s) with employees, agents, directors, auditors and other officials of Subscriber(s) or group companies including subsidiary, holding or any other person necessary for rendering the Service to Subscriber(s) or for any other purpose, whatsoever. Thus, the Subscriber(s) hereby agrees and confirms that in pursuance to approval granted by Subscriber(s), MALNAD shall enjoy full right and authority to share all or any of the information pertaining to Subscriber(s) with such persons/groups or entities as MALNAD may consider necessary for business purpose or for any other reason.
42. The Subscriber(s) agrees that the above terms and conditions may be changed by MALNAD at any point of time in its sole discretion.
43. All notices given here under shall be in writing, by

personal delivery or speed post, at the address of MALNAD as mentioned on the application form.

44. The Subscriber(s) hereby agrees and confirms to comply at all times rules, regulations, directions, orders made or issued by any of the statutory authority including the Authority and/ or any other regulatory body, government agency having jurisdiction over the affairs of MALNAD or its LCOs and otherwise.

IV. Quality of Services:-

1. MALNAD either directly or through LCOs should give bills to consumers for charges due and payable by consumers on monthly Basis in the manner as defined in the relevant regulations.
2. MALNAD should provide itemized details to the pre-paid consumers on receipt of request at a reasonable cost for any period pertaining to last 6 months from the month in which request is made.
3. MALNAD should change the payment plan from pre-paid to post- paid or vice-versa on receipt of request from consumers within 30 days at no extra charge. However, in case of post-paid bills, the consumers shall clear the outstanding amount/ dues, if any before placing any request for conversion from post-paid into pre-paid model.
4. MALNAD should act immediately on the applications received by itfor seeking connection, disconnection and reconnection or shifting of Cable TV connection or intending to obtain or return STB at a place located within the area of operation of MALNAD or its LCOs immediately but not later than 2 (two) days of the receipt of the application. However, if any shortcoming or deficiency in the application is observed, the same will be communicated in writing to the applicant within 2 days of receipt of the application.
5. In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are

requested by the applicant, MALNAD or its LCOs will inform the applicant within 2(two) days of receipt of application indicating the reasons.

6. MALNAD or its LCOs should give a prior notice of 15 (fifteen) days to the consumers if it takes off the air or discontinues exhibition of any channel on its network. However, no notice is required if the discontinuation happens because of any natural calamities or reasons beyond the control of MALNAD.
7. MALNAD or its LCOs will redress the complaints of consumers within the time limits as defined under the relevant regulations issued by the Authority of India in this regard.
8. A consumer may approach the Nodal officer appointed by MALNAD in case the consumer is unsatisfied with the resolution provided by the complaint center. The Nodal officer will redress the complaints within 10 (ten) days from the date of receipt of complaint.
9. MALNAD should offer Cable TV services on both pre-paid and post-paid payment options to the consumers and will be responsible for generation of bills for the consumers.
10. MALNAD should establish a website which should contain the information pertaining to services offered by MALNAD and details of complaint center, Nodal Officers, Consumer Charter etc.

V. Equipment details offered to the consumer by the MSO/LCO

1. Video and Audio

Video Standard	MPEG-2MP@ML,MP@HL,MPEG-4H.264/AVC,ISO/IEC13818-1 MPEG-2, H.264/AVC
Video Resolution	567i, 567p,720p,1080i,1080p
Return Voltage Protection (AV Port)	Surge protection /Two times protection/Isolated DC protection
Return Voltage Protection (HDMI)	ESD protection/5Vpower Over current protection.8KVsurge protection.
Audio Standard	MPEG-1LayerI&II, MPEG-2layerII
Audio Mode	Stereo, Dual channel, Joint stereo, Mono
Audio Decode	MPEG-1 (Layer I/II),MPEG2(Layer I/II),MP3,DolbyDigital(optional), Dolby Digital Plus (optional), AAC-LC, WMA, HE-AAC 5.1 Dolby License: Based on commercial agreement before production. Only pass-through support if no commercial acceptance for Dolby.

2. Tune rand Demodulator

Type	DVB-C onboard (Silicon Tuner)
Frequency Range	110~862MHZ (EOC Filter)
RF Input Level	35 ~ 95dBuV (on64Qam)
Demodulation	3~ 7.2Ms/s
Demodulation	16QAM,32QAM,64QAM,128QAM,256QAM
Input Impedance	75ohm

3. Front Panel

IR	1xIR Receiver
LED Indicator	Red: Standby, Green: Run
Buttons(Top)	Menu, CH+,CH-
USB	1xUSB2.0

4. Rear Panel

Cable In	F-Type Female
AV Out	1xMiniAV
Power Input	DC12V,1A
SPDIF	1XOptical
HDMI	1x HDMI1.4b
IR	1 x IR

5. Power Supply–External

Input Voltage	90~300V
Input Frequency	50/60Hz
Output DC Current	12V/1A
Output Power(max)	12W
Surge–Single Shot	4KV

6. Environmental Specification

Operating Temperature	0~50°C
Storage Temperature	-20°C~85°C

VI. Consumer rights under the different regulations, orders and directions issued by the authority relating to tariff

1. The Consumers are entitled to subscribe to the Basic Service Tier (a package composed of minimum 100 Free-To-Air channels) and /or any other package/bouquet as may be offered by MALNAD from time to time. Further, the Consumers can subscribe the channels from MALNAD on a-la-carte basis.
2. Consumers who have submitted complete applications to MALNAD or its LCOs are entitled to receive the cable services from MALNAD provided there is not any technical, operational limitation and the consumers satisfy and adhere to the terms &

conditions, requirements etc. laid down by MALNAD and its LCOs for providing cable services.

3. Consumers shall be entitled to receive a prior notice of 15 days before disconnection of cable services along with reasons. The consumers shall be entitled to receive a prior notice of 3 days if any facilitative maintenance work is carried out which cause disruption in signals up to 24 hours or a prior notice of 15 days if such disruption is likely to last more than 24 hours.
4. Consumers shall be entitled to obtain a copy of Manual of Practice and Consumer Charter at the time of subscription of service from MALNAD and its LCOs.
5. A consumer is entitled to reduction in the monthly subscription charges payable by it to the amount equivalent to the a-la-carte rate of such channel from the date of discontinuation of the channel if any channel which is a part of a package subscribed by a consumer becomes unavailable on the network of MALNAD and the channels have not been replaced.
6. Consumers are entitled to receive a prior notice of 15 days if MALNAD takes off the air or discontinue exhibition of any channel on its network. However, MALNAD shall not be required to give any notice if any discontinuation happens because of any natural calamities or reasons beyond the control of MALNAD.
7. Consumers are entitled to approach the customer care team of MALNAD and its LCOs for redressal of complaints. The complaints should be readdressed by the said team within the time limits and manner as defined in the regulations issued by Authority in this regard. Additionally, consumers can approach the Nodal Officers appointed by MALNAD for every State where services are present in case the consumers are

not satisfied with the solution provided by customer care team.

8. Consumers can opt for any of the Standard Tariff Package Scheme prescribed under the regulations/orders issued by Authority and any other scheme/tariff package framed by the MALNAD.

VII. Duties and obligation of MSO's or LCO's, under different regulations, orders and directions issued by the authority relating to tariff

1. MALNAD should act immediately on the applications received by it for seeking connection, disconnection and reconnection or shifting of Cable TV connection or intending to obtain or return Set Top Box at a place located within the area of operation of MALNAD or its LCOs immediately but not later than 2 days of the receipt of the application. However, if any shortcoming or deficiency in the application is observed, the same will be communicated in writing to the applicant within 2 days of receipt of the application.
2. In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the applicant, MALNAD or its LCOs will inform the applicant within 2 days of receipt of application indicating the reasons.
3. MALNAD or its LCOs should give a prior notice of 15 days to the consumers if it takes off the air or discontinue exhibition of any channel on its network. However, no notice is required if the discontinuation happens because of any natural calamities or reasons beyond the control of MALNAD.
4. MALNAD or its LCOs should give a prior notice of 3 days to the consumers if any facilitative maintenance work is carried out which caused disruption in signals up to 24 hours or

a prior notice of 15 days if such disruption is likely to last more than 24 hours.

5. MALNAD should provide a Manual of Practice and Consumer Charter to the consumers at the time of subscription of service.
6. MALNAD should reduce the subscription charges payable by a consumer by an amount equivalent to the a-la-carte rate of such channel from the date of discontinuation of the channel if any channel which is a part of a package subscribed by a consumer becomes unavailable on the network of MALNAD and the channels have not been replaced.
7. MALNAD should give a prior notice of 15 days to the consumers if it takes off the air or discontinue exhibition of any channel on its network. However, MALNAD shall not be required to give any notice if the discontinuation happens because of any natural calamities or reasons beyond the control of MALNAD.
8. MALNAD should redress the complaints of consumers within the time limits and manner as defined in the regulations issued by Telecom Authority of India in this regard. Further, MALNAD should appoint a Nodal Officer for every State wherein the services are present in conformity with the provisions of law.
9. MALNAD should provide a customer care facility to the consumers to read dress complaints along with Web Based Complaint Monitoring System.
10. MALNAD should offer minimum 100 Free-To-Air channels in the form of Basic Service Tier package to the consumers as required under the relevant regulations.