

MANUAL OF PRACTICE

A. NAME AND ADDRESS OF THE MSO

Registered Office:

ZIGGTV PRIVATE LIMITED

Office No. 5, First Floor, Jai Plaza, Sector-1

Bisrakh, Greater Noida West, Gautam Buddha Nagar – 201306

Uttar Pradesh, India

B. TERMS & CONDITIONS OF SERVICE OFFERED BY “ZIGGTV PRIVATE LIMITED”

Preamble:

These terms and conditions are to be read together with the Customer Application Form (CAF). “ZIGGTV PRIVATE LIMITED” shall be referred to as “ZIGGTV” henceforth hereunder.

The terms defined below have the meanings ascribed to them wherever they appear in this Terms and Conditions and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same and vice versa.

Definitions:

1. 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.
2. Authority means Telecom Regulatory Authority of India (TRAI) established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997).
3. Authorized Officer shall have the same meaning as given in clause (a) of section 2 of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995).
4. 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, are providing programming services.
5. Basic Service Tier (BST) means a package of free-to-air channels offered by the

cable operator to a subscriber with an option to subscriber, for a single price to the subscribers of the area in which his cable television networks is providing services.

6. Cable Service means the transmission by cables of program including retransmission by cables of any broadcast television signals.

7. Cable Television Network means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.

8. Free to Air channel or FTA channel means a channel for which no fees is to be paid to the broadcaster for its retransmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or in directly.

9. Local Cable Operator or LCO means a person registered under rule 5 of the Cable Television Networks Rules, 1994.

10. 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.

11. 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.

12. Program means any television broadcaster and includes:

- a. Exhibition of films, features, dramas, advertisements and serials;
- b. Any audio or visual or audio-visual live program or presentation and the expression "programming services" shall be construed accordingly.

13. Service Provider means the Government as Service Provider and includes a licensee as well as any broadcaster, multi system operator (MSO), local cable operator or distributor of television Channels.

14. Set Top Box or STB means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels.

15. Subscriber means a person who receives the signal of a Service Provider at a place indicated by him to the Service Provider without further transmitting it to any other person.

Terms of Provision of Service:

1. ZIGGTV's Service shall be made available to the Subscriber with effect from the date of activation of the STB.
 2. The Subscriber shall fill in the CAF and submit it to the Local Cable Operator (LCO). The Subscriber shall ensure accuracy and completeness of details and inform ZIGGTV/LCO of any changes.
 3. Photo ID and address proof shall be mandatory along with CAF.
 4. CAF shall carry a Unique Identification Number ("UIN") for reference.
 5. Incomplete CAF shall be rejected.
 6. Subject to feasibility, connection shall be set up within 2 working days of receipt of correctly filled CAF and payment.
 7. Duplicate copy of CAF shall be given as acknowledgement.
 8. In case of non-feasibility, Subscriber shall be informed within 7 days.
 9. Subscriber may select packages or ala-carte channels as offered by ZIGGTV.
 10. Unless purchased outright, STB remains property of ZIGGTV and licensed to Subscriber.
 11. Subscriber shall be responsible for care and safety of STB.
 12. All services are subject to TRAI rules, notifications and amendments.
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Other Terms & Conditions:

1. Disclaimer: The LCO / "ZIGGTV" shall make reasonable efforts to render uninterrupted Service to the Subscriber and shall make no representation and warranty other than those set forth in the Terms of provision of service and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty of merchantability or fitness for particular purpose.
2. Limitation of Liability: LCO, Distributors and "ZIGGTV" and its employees thereof shall not be liable to the Subscriber 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 programme or information whether attributable to any negligent act or omission or otherwise. Provided however, the maximum liability of LCO or Distributor or "ZIGGTV" for any actual or alleged

breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance, but was deprived due to such breach.

3. Indemnity: The Subscriber hereby indemnifies and holds harmless the LCO and/or "ZIGGTV" from all the loss, claim, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) for use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber.
4. Jurisdiction: All disputes and differences with respect to these Terms between the Subscriber and "ZIGGTV" or the LCO shall be subject only to the jurisdiction of the courts at Gautam Buddha Nagar / Noida.
5. Miscellaneous: If any of the provisions of these Terms becomes or is declared illegal, invalid or unenforceable for any reason, 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. Terms mentioned herein in accordance with the regulations framed by the Authority, may be amended by the Authority from time to time and shall be binding on all.

The Terms and Conditions prescribed under the regulation issued by Authority on 3rd March 2017 are applicable herewith. Detailed information is available on the official website of Telecom Regulatory Authority of India viz: www.trai.gov.in

C. DETAILS OF CUSTOMER CARE CENTRE & NODAL OFFICERS

"ZIGGTV" has set up a centralized helpline number to assist the subscriber should the need arise: +91-9990503332. This service is available from 9:00 AM to 8:00 PM.

The Subscriber shall be guided to and connected with the Complaint Centre in the subscriber's service area through the Interactive Voice Response System (IVRS). Executives will be available to answer the subscriber's queries in Hindi / English and the local language of the respective State.

Apart from this, "ZIGGTV" has Customer Service Desks at all Unit / Branch locations, where subscribers can walk in and talk to "ZIGGTV"'s representatives for any queries. Details of the unit/branch locations are available on "ZIGGTV" website www.ziggstv.com.

The names, addresses and contact details of our Nodal Officers are mentioned herein below:

Name: Udit Bali

Contact No: +91-9990503332

Mail ID: care@ziggstv.com

DETAILS OF PROVISIONS FOR CONSUMER PROTECTION

(A) Disruption in Service

In case signals of television channels to a subscriber are continuously disrupted for a period exceeding seventy-two hours, "ZIGGTV" shall reduce the subscription charges of the subscriber by an amount equivalent to the proportionate distributor retail price and network capacity fee in respect of such channels for the entire period of such disruption, provided that the period of such disruption shall be calculated from the time the complaint is registered by the subscriber. However, the same shall not be applicable in case the disruption is caused due to natural calamities.

(B) Price protection for advance subscription payment

In case the broadcasting services related to television have been availed by a subscriber with a lock-in period or the charges for subscription of broadcasting services related to television are paid in advance for a specific period by a subscriber in pursuance of any scheme offered by the distributor of television channels, "ZIGGTV" will continue to 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.

(C) Temporary suspension of broadcasting services related to television on request from a subscriber

1. "ZIGGTV" or its linked local cable operator, as the case may be, will, upon receiving a request from a subscriber, temporarily suspend the broadcasting services related to television of such subscriber, provided that such request shall be made by such subscriber at least fifteen days prior to the date of such suspension; provided further that such temporary suspension shall be for a minimum period of one month and in multiples thereof.
2. "ZIGGTV" or its linked local cable operator, as the case may be, shall not charge any amount, except the rental amount for customer premises equipment applicable if it is provided to the subscriber under a rental scheme, from the subscriber during the period of temporary suspension.
3. In case broadcasting services related to television of a subscriber remain suspended continuously for a period exceeding three months, such subscriber shall not be counted as an active subscriber of the distributor of television channels and it shall be permissible for "ZIGGTV" to deactivate such subscriber from the subscriber management system.
4. "ZIGGTV" or its linked local cable operator, as the case may be, shall, upon receiving a request from the subscriber, restore services within seventy-two hours and may charge an amount—
 - (i) not exceeding rupees twenty-five as restoration fee from the subscriber for restoration of services if such services have remained suspended continuously for a period not exceeding three months, or
 - (ii) not exceeding rupees one hundred as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

(D) Disconnection of services

1. "ZIGGTV" or its linked local cable operator, as the case may be, shall, upon request from the subscriber, disconnect the connection of broadcasting services related to television to such subscriber from the date indicated by the subscriber in his request and refund the deposits due to the subscriber, subject to fulfillment of the terms and conditions, provided that the subscriber shall make such request for disconnection at least fifteen days prior to the requested date of disconnection.
2. "ZIGGTV" shall give prior notice of at least fifteen days to the subscriber indicating the reasons for such disconnection by running scrolls on the television screen and sending Short Message Service (SMS) to the registered mobile number of the subscriber.

(E) Terms and conditions for billing and payment

1. "ZIGGTV" shall be offering services on both pre-paid & post-paid models.
2. "ZIGGTV" or its linked local cable operator, as the case may be, shall, in case of pre-paid/post-paid payments, acknowledge such payments to the subscriber and ensure that the subscriber management system is updated accordingly.
3. The billing cycle for pre-paid/post-paid payment option shall be thirty days from the date of activation of services.
4. "ZIGGTV" shall, on its website, maintain the records of billing and payment of subscribers for the preceding six months and provide log-in access to the subscribers to their accounts, and such records of subscribers shall contain itemized usage details of—
 - (a) Network capacity fee
 - (b) Rental charges for customer premises equipment, if any
 - (c) Charges for pay channels and bouquets of pay channels subscribed by the subscriber during the period of the billing cycle
 - (d) Taxes in conformity with applicable laws
5. "ZIGGTV" shall temporarily suspend the services of a prepaid subscriber in case of non-availability of balance amount in his prepaid account, provided that in case the services of the subscriber remain suspended continuously for a period of three months, such subscriber shall be deactivated from the subscriber management system; provided further that upon the recharge of balance amount in the subscriber's account, "ZIGGTV" may charge an amount not exceeding rupees one hundred as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

D. PROCEDURE & BENCHMARK FOR REDRESSAL OF COMPLAINTS

1. Customer Care / Complaint Centre

If the Subscriber has any grievance that he/she wishes "ZIGGTV" to redress, he/she may contact the Complaint Centre/Customer Care Centre, with the details of the grievance, through any of the following modes:

- (a) Website: www.ziggtv.com
- (b) E-mail: care@ziggtv.com
- (c) Contact no.: +91-9990503332
- (d) Post/Courier/Walk-in: Any branch office or the correspondence address, during normal business hours.

Each complaint will be attended to within a prescribed timeframe as per TRAI Regulations.

Following is the contact detail and complaint redressal timeline (as provided under TRAI regulations) for our Complaint Centers, according to the type of complaint:

Complaint Type	Contact Details	Timeline for redressal of complaint
All complaints	(a) Website: www.ziggtv.com (b) E-mail: care@ziggtv.com	Within 48 hours

Complaint Type	Contact Details	Timeline for redressal of complaint
"No signal" error	(c) Contact no.: +91-9990503332	Within 24 hours, and in any case within 3 days
	(a) Website: www.ziggtv.com	
	(b) E-mail: care@ziggtv.com	
Billing related	(c) Contact no.: +91-9990503332	Within 48 hours, and in any case within 7 days
	(a) Website: www.ziggtv.com	
	(b) E-mail: care@ziggtv.com	
Malfunctioning of STB	(c) Contact no.: +91-9990503332	Repair/Replace STB within 24 hours Refund—within 30 days of receipt of complaint
	(a) Website: www.ziggtv.com	
	(b) E-mail: care@ziggtv.com	

In case "ZIGGTV" is not able to attend to the complaint within the above-mentioned timeframe, for any reason beyond our control, the subscriber shall be communicated with such reasons at the time of responding to the complaint.

2. Nodal Officer

In case the Subscriber is not satisfied with the redressal of the complaint by the Complaint Centre, the subscriber may approach the Nodal Officer appointed by "ZIGGTV" for the State in which the subscriber is availing the service, with the Ticket number (the unique complaint number a subscriber receives when a complaint is registered at "ZIGGTV" Customer Care) at their respective offices, from Monday to Saturday, between 10:00 am and 7:00 pm, and/or anytime via email (details of which are provided herein above).

The Nodal Officer shall issue an acknowledgement to the subscriber within two working days of the receipt of a complaint and shall give a unique complaint number to the subscriber. The Nodal officer shall resolve or redress the complaints of subscribers within ten working days from the date of receipt of the complaint.

3. Appellate Authority

If the subscriber is still not satisfied with the response of the Nodal Officer, the subscriber can appeal further to the Appellate Authority with the ticket number (the unique complaint number a subscriber receives when complaint is registered at "ZIGGTV" Customer Care) from Monday to Friday, between 10:00 am and 6:00 pm.

Name: Udit Bali

Contact No.: +91-9990503332

Mail ID: care@ziggtv.com

INSTRUCTION FOR ACTIVATION AND OPERATION OF STB

Subject to and in accordance with the terms and conditions of CAF, "ZIGGTV", through its engineer or its LCO, shall provide a Set Top Box to the subscriber at the subscriber's office/dwelling place, to be connected and installed only by "ZIGGTV" or its LCO.

Subscriber registration & activation of services will be done in the SMS (Subscriber Management System) on the basis of the details provided by the subscriber on CAF. The engineer/LCO visiting the subscriber's premises for installation/activation shall ensure a detailed demo of the product to the subscriber.

Besides, the Subscriber can also refer to the STB manual to know about the operating instructions.