

## MANUAL OF PRACTICE

### **Name and Address of service provider**

*STAR BROADBAND SERVICES (I) PVT LTD.*

*D - 6/18, Vasant Vihar, New Delhi.*

### **II. Terms and conditions of service offered by the service provider.**

1. 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 signed and complete in all respects in duplicate to Star Broadband Services (i) Pvt Ltd. or its Linked Cable Operators (LCOs).
2. 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 SBS or its LCOs by subscribing to Cable Television services (hereinafter referred to as the 'Service'). The term 'Subscriber(s)' shall mean Consumers and vice-versa, as used hereinafter.
3. All incomplete applications shall be liable to be rejected.
4. The Service is made available to the Subscriber(s) with effect from the date of activation of the STB and on terms which the Subscriber(s) hereby fully accepts and undertakes to abide.
5. The Subscriber(s) shall ensure that the information stated in the application is and shall continue to be complete and accurate in all material respects and shall notify immediately of any change thereto to SBS. The Subscriber(s) shall declare and confirm that the information provided in the application including identification details, installation address of STB or any other information is accurate, complete and

represents the true and correct information as on the date information is provided. SBS or its LCOs shall not be responsible for the accuracy or completeness of information provided by Subscriber(s) to them and shall consider the information on as is basis. It shall be the sole responsibility and duty of Subscriber(s) to provide up-to-date information to SBS or its LCOs whenever there is any change in the information provided at an earlier date.

6. The Subscriber(s) can opt for any of the refundable deposit schemes as per terms stated in the tariff package framed by the SBS.
7. Changes in the rates of taxes & Government duties will be informed to the Subscriber(s) and passed on. The Subscriber(s) hereby undertake to pay the full amount of charges/ fees etc., and any other charges including Goods & Services Taxes 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, SBS or its LCOs will respond to the complaint within 8 hours of receipt of complaint. However, this will not apply if the STB has been found tampered.
9. Refund of security deposit will be made available to the Subscriber(s) within 7 (seven) days upon receipt of STB, provided the same has not been tampered.
10. Pay channels can be subscribed in packages/bouquets/a-la-carte by filling in the DAS Channel Request Form. Billing for pay channels will be on a calendar month basis.
11. Channels can be unsubscribed provided the minimum subscription period of 3 (three) months has been adhered to. Un-subscription requests should be submitted 15 days advance from the next billing cycle in writing.
12. The Subscriber(s) hereby agrees to allow the authorized representatives of the sbs/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 SBS 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 SBS/its Affiliates are returned to SBS/its Affiliates in satisfactory working condition.

13. The Service and the license to use the STB shall be for personal viewing of the Subscriber(s) and for his/ her family members only. No assignment of STB shall be valid unless the same is approved in writing by SBS/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.
14. For disconnection/suspension of the Service, the Subscriber(s) shall give 15 (fifteen) days prior notice to SBS. The period of 15 (fifteen) days shall be reckoned from the date of receipt of the notice of disconnection by SBS.
15. All complaints will be responded to within 8 hours of receipt of the complaint howeverif complaints are received during the night will be attended by the next day.
16. Subscriber(s) can log on to [www.starith.net/complaint](http://www.starith.net/complaint) the status of its complaint made to SBS.
17. Payment of the subscribed Service shall be made within due date failing which an interest of 12% p.a. shall be charged or such higher interest as may be permitted by Telecom Regulatory Authority of India (Authority).
18. The Subscriber(s) acknowledges that the STB has been merely licensed to the Subscriber(s) by SBS/its Affiliates to avail the channels for one Television set only and shall at all times be the exclusive property of SBS/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.
19. The Subscriber(s) undertakes not to use or cause to be used 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.

20. 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.
21. The Subscriber(s) undertakes not to do or allow any act or thing to be done as a result the right of the SBS /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 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.
22. 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).
23. 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.
24. Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.
25. 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, guidelines as may be specified by the Authority or as may be applicable from time to time.
26. Billing disputes, if any, will be redressed within 7 days of receipt of complaint from the Subscriber(s).
27. If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike 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 SBS/its Affiliates, the Subscriber(s) will not have any claim for any loss or damages against the SBS/LCOs/its Affiliates.

28. The LCOs or SBS /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 or merchantability or fitness for a particular purpose.
29. LCOs, Distributor and SBS/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 programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCOs or Distributor or SBS/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.
30. The Subscriber(s) will indemnify and hold harmless the LCOs, SBS 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).
31. Notice at the installation address shall be deemed to be sufficient and binding on the Subscriber(s).
32. All disputes with respect to the Terms between the Subscriber(s) and the LCOs shall be subject to jurisdiction of courts where the LCOs provides Service.

33. 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. Terms may be amended by SBS from time to time and shall be binding on all the Subscriber(s).
34. The quality of service and consumers complaint redressal procedures prescribed under the regulations issued by Authority, are applicable. Detailed information is available on the authorized site of Telecom Regulatory Authority of India viz. : [www.trai.gov.in](http://www.trai.gov.in).
35. The Subscriber(s) hereby acknowledges that there is no obligation on the Subscriber(s) to buy STB from SBS only. The Subscriber(s) shall have the option to buy the STB needed for viewing channels on SBS'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 SBS's platform comply with minimum standards requirements as laid down by Authority and/ or Bureau of India Standards etc., and is compatible to avail the Service.
36. 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 SBS'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 SBS's employees or its LCOs.
37. The Subscriber(s) hereby 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 SBS or its LCOs and taken into account the same before actually availing the Service from SBS or its LCOs. The Subscriber(s) acknowledges that such rates may be revised by SBS 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 SBS 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 SBS or its LCOs or its employees responsible for any deficiency, omission, error or delay in the Service by SBS 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 SBS or its LCOs, the Subscriber(s) may be required to complete Subscriber Identification Procedure as determined by SBS in its sole discretion. The Subscriber(s) may need to establish his/her identity to SBS or its LCOs before availing Service. Therefore, the Subscriber(s) shall provide his/ her identification documents and/ or any other information to SBS or its LCOs as may be required by it under relevant laws. Subscriber(s) Identification Procedure shall herein mean the procedure adopted by SBS, if any to establish the identity of a Subscriber(s).
40. SBS 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 SBS 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 SBS or its LCOs.
41. The Subscriber(s) hereby permits SBS 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), SBS 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 SBS may consider necessary for business purpose or for any other reason.

42. 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 market Telecom Regulatory Authority of India and/ or any other regulatory body, government agency having jurisdiction over the affairs of SBS or its LCOs.

43. The Subscriber(s) agrees that the above terms and conditions may be changed by SBS at any point of time in its sole discretion.

**III. Customer care number, name, designation of the Nodal Officer and e-mail, contact telephone number, facsimile number and address of the Nodal Officer are on the website.**

**Consumer Care Number:**

1800120120618

**Email:** star\_broadband@yahoo.com

**IV. Procedure and benchmark for redressal of complaints through complaint center and procedure to approach Nodal Officer.**

All complaints should be responded within 8 hours of receipt of the complaint.

Complaints received post 8 PM should be responded before 4PM the next day.

**Note** – In case any complaint remain unresolved with in the above mentioned timelines, we will notify the reason for delay along within the specific date of resolution to the customer.

If the customer is dissatisfied with the resolution or the complaint remains unresolved, he can escalate the issue to the SBS Nodal officer through the afore - mentioned medium, Contact Number, E-mail, Facsimile number or Paper Mail on the Nodal officer address.

The Nodal officer will resolve the complaint within 10 (Ten) days of receipt of the complaint.

**V.**

For detailed operation of SBS Set Top Box, kindly refer to your User Handbook or SBS User Manual available on website.

**VI. The details of duties and obligations of the multi-system operator or its linked local cable operator and rights and duties of the subscriber as specified in these regulations.**

The obligations of Star Broadband Services (i) Pvt Ltd. and its associated Linked Cable Operators (LCOs) are given below:

1. SBS 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 SBS 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 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, SBS or its LCOs will inform the applicant within 2 days of receipt of application indicating the reasons.
3. SBS 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 SBS.
4. SBS or its LCOs should give a prior notice of 3 days to the consumers 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.
5. SBS should provide a Manual of Practice and Consumer Charter to the consumers at the time of subscription of service.
6. SBS 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, SBS should appoint a Nodal Officer for every State wherein the services are present in conformity with the provisions of law.
7. SBS should provide a customer care facility to the consumers to readdress complaints along with Web Based Complaint Monitoring System.
8. SBS 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.

The subscribers/ consumers are entitled to the following rights as specified under the relevant regulations issued by Telecom Regulatory Authority of India and other rights as may be available to them:

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 SBS from time to time. Further, the Consumers can subscribe the channels from SBS on a-la-carte basis.
2. Consumers who have submitted complete applications to SBS or its LCOs are entitled to receive the cable services from SBS provided there is not any technical, operational limitation and the consumers satisfy and adhere to the terms & conditions, requirements etc laid down by SBS 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 Consume Charter at the time of subscription of service from SBS and its LCOs.
5. Consumers are entitled to receive a prior notice of 15 days if SBS takes off the air or discontinue exhibition of any channel on its network. However, SBS shall not be required to give any notice if any discontinuation happens because of any natural calamities or reasons beyond the control of SBS.
6. Consumers are entitled to approach the customer care team of SBS 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 SBS for every State where services are present in case the consumers are not satisfied with the solution provided by customer care team.
7. 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 SBS.