

Coochbehar Cable Operators Network Private Limited's (CCON) Manual of Practice

1 MANUAL OF PRACTICE - NAME AND ADDRESS OF THE SERVICE PROVIDER:

CORPORATE OFFICE: - CCON Building, 3rd Floor, Opposite Baro Debi Mandir, Debibari, CoochBehar, W.B, 736101.

REGISTERED ADDRESS: - H.N Road, Patakura (Ranibagan), Cooch-Behar, 736101.

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

1. Acceptance of this Manual of Practice:

By utilizing CCON Pvt Ltd addressable service, you are hereby accepting this Manual of Practice and agreeing to abide by its terms and conditions as may be amended from time to time. The terms and conditions of this Manual of Practice may be amended from time to time by CCON Pvt Ltd by posting such changes at www.ccondigital.com.

2. Details of Equipment's offered to the consumer:

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

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

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

3. Service, Installation and Access:

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

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

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

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4. CCON Pvt Ltd Support and Maintenance of the Service in consonance with QoS standards mandated by TRAI: CCON Pvt Ltd will provide customer support for use of the Service solely on the SPE. Support will be available on a commercially reasonable basis via telephone, via electronic mail or at the CCON's Internet Web Site.

Warranty on STBs issued under mandatory schemes of TRAI i.e.: We repair the STB in free of cost within the One Year warranty period.

5. Availability of STBs

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

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

Please check our website www.ccondigital.com for the latest schemes. Or Call :- 9434169127, Toll Free:- 18003453270.

6. Selecting your Channels/packages

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

You have many choices to make here, so take your time and study what your family requirements are. You can now choose to opt for the Basic Service Tier (BST). The total number of channels that you can avail of is more than one hundred channels of which 27 are mandated Door -Darshan (DD) channels. The BST is attractively priced at Rs.130/- per month plus taxes.

CCON Pvt Ltd shall give you fifteen days prior notice (save and except in cases of natural calamities and reasons beyond our control), before we take off of the air any channel or discontinue the exhibition of any channel. The notice shall be published in the local newspaper and displayed through scrolls on your TV screen.

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You may only for pre paid billing.

7. You're Obligations:

i. To make timely payment of dues within the due dates of payments mentioned in the bills ii. To use only such STB and apply only such VC issued for such STB, as specified by CCON Pvt Ltd, which are compatible with its network and registered in the name of the subscriber. iii. To take proper care of STB/VC of CCON Pvt Ltd and intimate immediately in writing to CCON Pvt Ltd, in case of loss / misplacement of VC with or without STB. iv. Not to use, either before or after the STB of CCON Private Limited is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by CCON Pvt Ltd . To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by CCON Pvt Ltd and not to remove or shift STB/VC from the subscriber premises, without written consent of CCON Pvt Ltd . Not to replace, sell, assign, pledge, mortgage, lend, underlet, shift, remove, exchange, modify, alter, misuse or tamper with the STB including the seal (see to prevent opening of STB) and VC. Any such act by the subscriber shall be construed as willful and criminal omission and /or commission on the part of the subscriber in addition to breach of its obligation in this agreement vii. To give all assistance, which CCON Pvt Ltd may be reasonably expected to receive, in connection with this CAF terms. viii. Not to indulge in piracy or activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyright of CCON Pvt Ltd, broadcaster, transmitter or any other person associated with such transmission ix. Not to distribute or redistribute signals from subscribers premises to any neighboring premises x. Intimate CCON Pvt Ltd within two (2) days of receipt of bill /statement of subscription charge /charges, any discrepancies in billing xi. Subscriber shall not be entitle or transfer or assign its obligations and liabilities mentioned herein to any other person /party under any circumstances, without prior permission of CCON Pvt Ltd xii. To return STB /VC to CCON Pvt Ltd on termination of agreement by any party, in good working condition xiii. The CAF terms are personal to the subscriber and right of the subscriber shall not be assignable or transferable by him in favor of a third party. Any transfer or assignment effected in contravention of the expressed provision contained herein shall not absolve the subscriber of its obligation/ liabilities xiv. Responsible for payment of all taxes, levies or charges, penalties, damage set etc. imposed or under any statute, for the time being in force.

8. Your Warranties, Representations and Indemnifications:

(a) Warranties and Representations. You warrant, and represent that: you are a major; you will use the Service only in accordance with this Manual of Practice; you will make all payments required herein, and you are a lawful resident of India or an Indian citizen. (b) Indemnification: You agree to Indemnify and hold harmless CCON (Its affiliates, subsidiaries, shareholders, officers', directors, employees, contractors, agents and representatives) (together "CCON indemnified Entitles") against any Cost, claim, liability or expense any of the CCON) Indemnified Entitles Incur as a result of or arising out of. (i) Your breach of this Manual of Practice or your warranties and representations made herein; (ii) Your willful, negligent, tortuous or criminal acts or omissions; (iii) Any Improper use of your password, name or user name;

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

9. Your Privacy and Personal Information:

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

10. Disclaimers and Limitation of CCON's Liability:

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

11. Contact Us:

(a) Billing Information: Questions or Concerns. If you have questions or concerns or simply would like more Information about the costs you might incur in using the Service or with your particular account, please contact us at: **CCON Building, 3rd Floor, Opposite Baro Debi Temple, Debibari, Cooch-Behar 736101 Phone No: - 9434169127** (b) General Information: For general information about CCON Pvt. Ltd. and CCON Private Limited Services and for customer service and support, please contact us in our **Toll Free:- 18003453270 , Mobile :- 9434169127, Website : www.ccondigital.com**

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

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

Name – Biplab Upadhyay,
Office Address – CCON Building, Debi Bari, Cooch Behar – 736101(WB)
Contact No. – 6294335158
E-mail – complain@ccondigital.com

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

You can track status of the Service Request number via **www.ccondigital.com**, **Telephone:- Toll-Free 18003453270, Mobile:- 9434169127.**

The resolution of the Service Request will be communicated to you via telephone call at your registered email address.

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

For activation and operation of a Set Top box, please visit our website www.ccondigital.com or call - 18003453270 (Toll Free)

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