

CONSUMER CHARTER

INDUSIND MEDIA & COMMUNICATIONS
LTD.



CONSUMER CHARTER FOR DIGITAL ADDRESSABLE CABLE
TV SYSTEMS

We thank you for the interest shown in availing Digital Cable TV services from IndusInd Media & Communications Ltd.. In this charter, for the sake of convenience, IndusInd Media & Communications Ltd.. shall be referred to as “We“, “Us“, “Our“ or “IMCL HITS“ and the Consumer/customer shall be referred to as “You“ or “Subscriber“.

IMCL HITS currently offers two types of services – **Standard Definition (“SD “) and High Definition (“HD”) services**. We have a centralised helpline no. **1800 2100 400** (toll free) to assist you.

Listed herein below, city wise are the areas that IMCL HITS’s offices are located at.

CITY	AREA	LIST OF IMCL HITS OFFICES	CONTACT DETAILS
MUMBAI	MUMBAI	No. 49/ 50, IN Centre, MIDC, Andheri East,, Mumbai, Maharashtra 400093	022 2820 8585
DELHI	DELHI	IN Centre, 10-A, 2nd FLOOR, Shivaji Marg, Moti Nagar, New Delhi - 110 015	011 4958 7100
NOIDA	NCR	C-34, 4th Floor, Electronic City, Sector-62, Noida, Uttar Pradesh-201307	0120-4621600
KOLKATA	WEST BENGAL	164, Rajdanga Main Road, 2 nd Floor, Kolkata-700107	033-40053240
CHENNAI	TAMIL NADU	#2A, 2nd Floor, Western Wing, Gokul Arcade, Sardar Patel Road, Adayar, Chennai, Tamil Nadu-600 020	+ 91 9841409595
HYDERABAD	TELANGANA/ANDHRA PRADESH	D No: 1-11-222/2, Lane No: 4,Gurumurthy Lane, Near Axis Bank Begumpet, Hyderabad, Telangana 500016	040 4776 6966
BENGALURU	KARNATAKA	109,2nd Floor, Aeroplex Complex, K.H. Road, Above Suzuki Showroom Bangalore, Karnataka-560027	080 40114100

However, since existing local cable network will be used, the availability of services available to you will depend on the technical and operational feasibility i.e. the reach of the network in your locality.

SD & HD services require different types of Set Top Boxes to be installed in your premises, so please read through this charter carefully and decide as per your requirement/suitability.

Terms and conditions for the Set Top Boxes (“STB”)

STBs are available under the following schemes:

Standard Definition Set-Top Box – to be reconfirmed

SD Hardware Scheme	Amount	Rental P.M.	Taxes if any	Refund
One time Activation	Rs. 1260/-	--	Excluding Taxes	On termination STB return bonus Rs.200 up to 2 years.
Rental (3 years)	Rs.600 as Security Deposit	Rs. 55.66 for 36 Months	Excluding Taxes	On termination, security Deposit refundable after 3 years, less taxes
Hire Purchase	Rs. 800 as Security Deposit	Rs. 100 for 18 months	Excluding Taxes	On termination, security deposit refundable after 18 months, less taxes

High Definition Set-Top Box

SALE	Rs.1715/-	Nil		Excluding Taxes	NA
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Each STB comes with a one-year warranty. The warranty would be applicable only on the STB. There is no warranty applicable on the accessories like the adapter and the remote control. During the warranty period no repair and maintenance charges would be payable, provided proper care has been taken w.r.t the STB and that the STB has been used in normal working conditions and is not tampered with. During the warranty period, attempts shall be made for the STB to be repaired or replaced within 48 hours of receipt of complaint. 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 during the period of repair. After the expiry of the warranty period, the Subscriber may also opt for the optional Annual Maintenance Contract ("AMC"), if offered by IMCL HITS in relation to the STB. The terms and charges of AMC shall be intimated to the Subscriber upon request. Under the AMC, in case of any problem in the STB, the Subscriber would be provided a standby STB and no repair charges would be required to be paid for the STB (remote excluded) provided proper care has been taken w.r.t. the STB and that the STB has been used under normal working conditions and is not tampered with.

In case of STB malfunction, IMCL HITS will replace or repair the STB within 48 hours of receipt of complaint. The repair/replacement charges will be payable by the Subscriber if the STB is out of warranty period or if the Subscriber has not opted for the AMC. All STBs are fully compliant with the standards set by the Bureau of Indian Standards (BIS).

To avail of a Set Top Box, kindly contact your Local Cable Operator. Fill up the Customer Registration Form (CRF) with your personal details and the location where the service is to be availed at. Choose the type of service required with the STB scheme and pay the appropriate money.

Please carry and submit your address proof, photo identification and other KYC related documents and ensure that you enroll one mobile no. as a registered mobile number (RMN), so that you receive regular updates and payment reminders and receipts of payments made. Email id will also facilitate better service standards.

Your Customer Registration Form (CRF) will have STB Serial Number & Smartcard Serial Number mentioned which you should quote in all your communications to us whilst your application is under process. If there is any deficiency in your CRF, such deficiency shall be made known to you by us to the extent possible in writing or through a message on your registered mobile number, within seven days from the receipt of your application by us. As already stated above, in case it is not technically or operationally feasible for us to provide you with the connection we shall inform you of the same indicating to you the reasons why, within seven days of the receipt of your CRF by us. However, if it is technically and operationally feasible for us to provide you with a connection, we shall within seven days of the receipt of your application (assuming that the CRF is correctly filled without any deficiencies and that you have made the necessary payments) have the connection set up in your premises. A duplicate copy of the CRF will be issued to you as an acknowledgement copy. Kindly quote the Smartcard Serial Number in all future correspondence or follow ups.

Selecting your Channels/Packages

Once the STB is installed, you can choose the channels that you wish to view and accordingly pay flexible charges of your monthly bill.

You have many choices to make here, so take your time and look into what your family requirements are. You can choose to opt for the Basic Service Tier (BST) which will include almost 100 Free To Air (FTA) channels, of which 18 channels and 5 additional channels are TRAI mandated Doordarshan channels.

You can choose only Pay Channel packages offered by IMCL HITS or along with the BST or choose one or more of the Pay channels in a la carte mode or a combination of both. The prices vary from state to state. Please contact your Local Cable Operator for the rate card.

Please note that if any channel which forms a part of the package that you have subscribed for becomes unavailable on our network then your subscription charges for that package will be reduced by an amount equivalent to the A-la-Carte rate of that channel. Such reduction shall be effective from the date of unavailability of such channel on our network.

We 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.

As per the choice of channels made, kindly pay in the LCO/IMCL HITS office and **keep the STB in Standby/Operational mode**, so that the channels can be authorized on your STB.

Please read the STB manual which is inside the STB carton to familiarize yourself with its functions. Call the Toll Free Helpline if you face any difficulties.

Disconnection suspension and reconnection of Services

You can disconnect the services whenever you wish as long as the same is communicated to the LCO/IMCL HITS office/Customer Care Number in *ADVANCE*. In such instances;

- you will not be charged for any service charges other than charges for the STB, if any.
- and the period of suspension has to be a minimum one calendar month and cannot exceed three calendar months.
- No suspension of services is possible if period is less than one month. Subscriber

has to give *at least 15 days' notice in advance* for suspension of any service/s.

If Services have been suspended by IMCL HITS or its LCO without intimation by the subscriber, and the same has been brought to the notice of IMCL HITS by the subscriber, no charges will be payable by the subscriber including STB rentals, if any.

No reconnection charges will be levied upon resumption of services as long as the suspension period falls within the limits mentioned above. One-time reconnection charges of Rs.50/- will be levied if the period exceeds three calendar months.

Your services also cannot be disconnected without a prior notice of 15 days.

Prior notice of 3 days will be given on screen if we are to shut down services for preventive maintenance for a period of up to 24 hours and 15 days prior notice if the period is more than 24 hours.

Quality of signal at your location

We endeavour to deliver the signals to your location keeping the following technical parameters in mind.

S No.	Parameters	Value
1	Maximum and Minimum Carrier Levels	Min 47 db vu and max 67 db vu
2	Signal to noise ratio	28 dB min for 64 QAM fall-off-the-cliff 34 dB min for 256 QAM fall-off- the-cliff.
3	MER	30 dB (64 QAM) min. 35 dB (256 QAM) min.

These parameters need to be achieved by the network of your local cable operator. Performance of these parameters can vary depending on the level of maintenance of your local cable operator's network.

Redressal of Complaints

We have set up a centralized helpline number **1800 2100 400** (toll free) (8am to 11pm) (7 days a week) to assist you should the need arise. Executives will be available to answer your queries in Hindi, English, Bengali, Gujarati, Kannada, Malayalam, Marathi, Punjabi, Tamil and Telugu.

For each complaint you will be issued a unique Reference Number.

All complaints shall be responded to within eight working hours of the receipt of your complaint by us. In case your complaint is not attended, you may please escalate the same

to the respective Nodal Officer. We have also appointed a Nodal Officer in every State in which our services are provided.

The names addresses and contact details of our Nodal Officers and the respective States which they represent are as stated herein below:

NAME	TYPE	REGION	NAME OF NODAL OFFICER	ADDRESS	E- MAIL ADDRESS	PHONE NO
Andhra Pradesh	State	South	S. Y. Srikumar	IMCL HITS – NXT Digital HITS. D No.1-11-222/2, Lane 4 Gurumurthy Lane next to Axis Bank, Begumpet, Hyderabad – 500 016	srikumar.s@nxtdigital.in	040 - 47766966
Arunachal Pradesh	State	East	Shubhrojyoti D Senapati	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata - 700107	shubhrojyoti.senapati@nxtdigital.in	M - 8812011126
Assam	State	East	Shubhrojyoti D Senapati	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata - 700107	shubhrojyoti.senapati@nxtdigital.in	M - 8812011126
Bihar	State	East	Pankaj Dutta	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	pankaj.dutta@nxtdigital.in	M -983052203

Chhattisgarh	State	West	Sharique Niazi	IMCL HITS – NXT Digital HITS. 49/50, IN Center, 12 th Road, MIDC, Andheri east, Mumbai 400093.	sharique.niazi@nxtdigital.in	022 – 61282222
Goa	State	West	Ranjeet Jain	IMCL HITS – NXT Digital HITS. 49/50, IN Center, 12 th Road, MIDC, Andheri east, Mumbai 400093.	ranjeet.jain@nxtdigital.in	022 - 61282222
Gujarat	State	West	Pankaj Oza	IMCL HITS – NXT Digital HITS. 49/50, IN Center, 12 th Road, MIDC, Andheri east, Mumbai 400093.	pankaj.oza@nxtdigital.in	022 - 61282222
Haryana	State	North	Vikas Raj	IMCL HITS – NXT Digital HITS. C-34, 4 th Floor, Electronic City, Sector 62, Noida – 201 307 UP	vikas.raj@incablenet.net	0120 - 4621614
Himachal Pradesh	State	North	Vimal Jee Bhat	IMCL HITS – NXT Digital HITS. C-34, 4 th Floor, Electronic City, Sector 62, Noida – 201 307 UP	vimal.bhat@nxtdigital.in	0120 - 4621614

Jammu and Kashmir	State	North	Vimal Jee Bhat	IMCL HITS – NXT Digital HITS. C-34, 4 th Floor, Electronic City, Sector 62, Noida – 201 307 UP	vimal.bhat@nxtdigital.in	0120 - 4621614
Jharkhand	State	East	Pankaj Dutta	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	pankaj.dutta@nxtdigital.in	M - 983052203
Karnataka	State	South	Murali Govindas wamy	IMCL HITS – NXT Digital HITS 3rd Floor, No.109, K.H. Road, Bangalore – 560 027	murali.g@nxtdigital.in	080 - 40114100
Kerala	State	South	Murali Govindas wamy	IMCL HITS – NXT Digital HITS 3rd Floor, No.109, K.H. Road, Bangalore – 560 027	murali.g@nxtdigital.in	080 - 40114100
Madhya Pradesh	State	West	Sharique Niazi	IMCL HITS – NXT Digital HITS. 49/50, IN Center, 12 th Road, MIDC, Andheri east, Mumbai 400093.	sharique.niazi@nxtdigital.in	022 - 61282222

Maharashtra	State	West	Ranjeet Jain	IMCL HITS – NXT Digital HITS. 49/50, IN Center, 12 th Road, MIDC, Andheri east, Mumbai 400093.	ranjeet.jain@nxtdigital.in	022 - 61282222
Manipur	State	East	Shubhroj yoti D Senapati	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	shubhrojyoti.senapati@ nxtdigital.in	M - 881201112 6
Meghalaya	State	East	Shubhroj yoti D Senapati	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	shubhrojyoti.senapati@ nxtdigital.in	M - 881201112 6
Mizoram	State	East	Shubhroj yoti D Senapati	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	shubhrojyoti.senapati@ nxtdigital.in	M - 881201112 6
Nagaland	State	East	Shubhroj	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	shubhrojyoti.senapati@ nxtdigital.in	M -

			yoti D Senapati			881201112 6
Odisha	State	East	Pankaj Dutta	IMCL HITS – NXT Digital HITS. KMC Premises No. 164, Rajdanga, Main Road, Kolkata – 700107	pankaj.dutta@nxtdigital. in	M - 983052203 3
Punjab	State	North	Abhishek Goel	IMCL HITS – NXT Digital HITS. C-34, 4th Floor, Electronic City, Sector-62, Noida – 201307 UP	abhishek.goel@incable net.net	0120 - 4621614
Rajasthan	State	North	Dushyant Jamnani	IMCL HITS – NXT Digital HITS. C-34, 4th Floor, Electronic City, Sector-62, Noida – 201307 UP	dushyant.jhamnani@inc ablenet.net	0120 - 4621614
Sikkim	State	East	Tapas Pramanik	IMCL HITS – NXT Digital HITS. KMC Premises No.164, Rajdanga Main Road, Kolkata – 700 107	tapas.pramanik@nxtdigi tal.in	M - 903883505 0
Tamil Nadu	State	South	Murali Govindas wamy	IMCL HITS – NXT Digital HITS. 3rd Floor, No.109, K.H. Road, Bangalore – 560 027	murali.g@nxtdigital.in	080 - 40114100
Telangan	State	South	S.Y.Sriku	IMCL HITS – NXT	srikumar.s@nxtdigital.in	040 -

a			mar	Digital HITS. D.No: 1-11-222/2, Lane 4 Gurumurthy Lane Next to Axis Bank, Begumpet Hyderabad – 500 016		47766966
Tripura	State	East	Shubhrojyoti D Senapati	IMCL HITS – NXT Digital HITS. KMC Premises No.164, Rajdanga Main Road, Kolkata – 700 107	shubhrojyoti.senapati@ nxtdigital.in	M - 881201112 6
Uttar Pradesh	State	North	Vatsal Kumar	IMCL HITS – NXT Digital HITS. C-34, 4th Floor, Electronic City, Sector-62, Noida – 201307 UP	vatsal.kumar@nxtdigital .in	0120 - 4621614
Uttarakhand	State	North	Vatsal Kumar	IMCL HITS – NXT Digital HITS. C-34, 4th Floor, Electronic City, Sector-62, Noida – 201307 UP	vatsal.kumar@nxtdigital .in	0120 - 4621614
West Bengal	State	East	Tapas Pramanik	IMCL HITS – NXT Digital HITS. KMC Premises No.164,	tapas.pramanik@nxtdigital.in	M - 903883505 0

				Rajdanga Main Road, Kolkata – 700 107		
Andaman and Nicobar Islands	UT	East	Tapas Pramanik	IMCL HITS – NXT Digital HITS. KMC Premises No.164, Rajdanga Main Road, Kolkata – 700 107	tapas.pramanik@nxtdigital.in	M - 903883505 0
Chandigarh	UT	North	Abhishek Goel	IMCL HITS – NXT Digital HITS. C-34, 4th Floor, Electronic City, Sector-62, Noida – 201307 UP	abhishek.goel@incable net.net	0120 - 4621614
Dadra and Nagar Haveli	UT	West	Pankaj Oza	IMCL HITS – NXT Digital HITS. Ltd 49 / 50, IN Center, 12 th Road, MIDC, Andheri East, Mumbai 400093	pankaj.oza@nxtdigital.in	022 - 61282222
Daman and Diu	UT	West	Pankaj Oza	IMCL HITS – NXT Digital HITS. 49 / 50, IN Center, 12 th Road, MIDC, Andheri East, Mumbai 400093	pankaj.oza@nxtdigital.in	022 - 61282222
Lakshadw	UT	South	Murali		murali.g@nxtdigital.in	080 -

eeep			Govindas wamy	IMCL HITS – NXT Digital HITS. 3rd Floor, No.109, K.H. Road, Bangalore – 560 027		40114100
National Capital Territory of Delhi	UT	North	Abhishek Goel	IMCL HITS – NXT Digital HITS. C-34, 4th Floor, Electronic City, Sector-62, Noida – 201307 UP	abhishek.goel@incable net.net	0120 - 4621614
Puducherr y	UT	South	Murali Govindas wamy	IMCL HITS – NXT Digital HITS. 3rd Floor, No.109, K.H. Road, Bangalore – 560 027	murali.g@nxtdigital.in	080 - 40114100
All India			Subhashish Mazumdar	IMCL HITS – NXT Digital HITS. 49/50, IN Center, 12 th Road, MIDC, Andheri east, Mumbai 400093.	Subhashish.mazumdar@i ncablenet.net	022 - 28208585

In case you are not satisfied with the redressal of your complaint by our Call Centre Executive, you may approach the Nodal Officer appointed for the State in which you are a registered user. You may send your complaint to the appropriate Nodal Officer by a letter in writing, or through telephonic conversation (preferably by the telephone number which you have registered with us) or by Short Messaging Service (“SMS”) or through our web based online consumer redressal complaint filing system. Do not forget to quote your Registered Mobile Number & Reference Number in all communications.

Our Nodal Officer shall issue an acknowledgement to you within two working days of the receipt of your complaint by him/her and shall resolve your complaint within ten working days from the receipt of your complaint by him/her.

If the complaint is not addressed by the Nodal Officer within the stipulated time, the consumer may then contact the Country Head Officer

Head – Legal
IndusInd Media & Communications Ltd.
49/50, IN Center,
12th Road, MIDC,
Andheri East
Mumbai – 400093

Email - nodalindia@nxtdigital.in
Phone- 022 – 61282222

The Broad Terms and Conditions under which we shall offer you our services

Force Majeure: If at any time, during the continuance of the Cable Service, the **Cable Service** is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, wilful 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 if one or more Channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of the LCO or IMCL HITS, the Subscriber will not have any claim of any nature whatsoever for any loss or damages/compensation against the LCO/IMCL HITS.

Disclaimer: The LCO/ IMCL HITS will make reasonable efforts to render uninterrupted Cable Service to the Subscriber and make no representation and warranty other than those set forth in this Charter 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.

Limitation of Liability: LCO, Distributor and IMCL HITS and the employees thereof shall be not 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 Cable Service or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Services or for any inconvenience, disappointment due to deprivation of any programme or information not attributable to any negligent act or omission on the part of IMCL HITS. Provided however the maximum liability of IMCL HITS for any actual or alleged breach shall not exceed the Subscription paid in advance to LCO for such duration of Cable Service, for which the Subscriber had paid in advance but was deprived due to such breach.

Indemnity: The Subscriber will indemnify and hold harmless the LCO and IMCL HITS from any and all loss, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, legal fees) or causes of, for the misuse of the Cable Service or for non-observance of the Terms by the Subscriber.

Jurisdiction: All disputes between the Subscriber and IMCL HITS shall be referred to the appropriate

courts at Mumbai and the Courts of Mumbai shall have sole and exclusive jurisdiction.

Miscellaneous: Above terms are subject to any regulations, notification, tariff order, direction issued by the Telecom Regulatory Authority of India (TRAI) from time to time. If any of the provision of the Terms becomes or declared illegal, invalid or unenforceable for any reason the same will be amended as per the new regulations, notification, tariff order, direction issued by TRAI. Rest of the 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.

N.B. Please Note that this Consumers Charter and the CRF issued to you shall be read as a whole whilst resolving all disputes and differences that may arise between the Subscriber & IMCL HITS.