

MANUAL OF PRACTICE

M/s Sangli Media Communication (SMC) & their associates

A - NAME AND ADDRESS OF THE SERVICE PROVIDER:

Administrative Office	Registered Office
SMS House Capital Crown Building, Ganpati Mandir Road, Vishrambag, Sangli 416416,India	Shop No. 1, Kaivalya Apartment, Near Bharat Bhooshan School, Bhramanpuri, Miraj-416410, India
WEBSITE: www.digitalentertainment.co.in	

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

1. Acceptance of this Manual of Practice:

By utilizing SMC's digital 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 SMC by posting such changes at www.digitalentertainment.co.in.

2. Details of Equipment are 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 SMC, 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 SAF, SMC will provide to you at your Office/dwelling place within SMC's coverage area SPE's to be connected and installed only by SMC or its linked operator, in addition SMC will also provide the services provided by SMC and any value added services as may be authorized directly at the Subscribers Premises through the STB.
- (b) Installation and Access - SMC 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 SMC with access to your home/office/dwelling place to recover any/all of its equipment.
- (c) No general or exclusive right to use SMC Equipment shall be deemed to have been granted to Customer by virtue of this SAF unless it is an outright purchase. Viewing Card will always remain the property of SMC. Any use of SMC 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 SMC to immediately disconnect Service and/or, remove SMC Equipment.

4. SMC Support and Maintenance of the Service in consonance with QoS standards mandated by TRAI:

SMC 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 SMC Internet Web Site.

Warranty on STBs issued under mandatory schemes of TRAI i.e. Hire Purchase and Rental schemes is three years from the date of activation of STB. However, for STBs issued under outright purchase and special promotional and subsidized schemes of SMC Cable, the warranty is for twelve months. No repair and maintenance charges shall be payable by you during the warranty period, provided STB has been used in normal working conditions and is not tampered with. Warranty shall not extend to any other equipment except STB. During the warranty period the STB will be repaired or replaced within 24 hours of receipt of your complaint. After the warranty period expires, we shall offer you an Annual Maintenance Contract (AMC) on optional basis for Rs.15/- per month. Alternative, Rs.50 per visit will be charged as visiting charges on any complaint and repair charges will be applicable as per actual as per level of fault in the STB. Further details in this behalf are available in the Terms and conditions Section.

All STBs are fully compliant with Indian Standards, set by the Bureau of Indian Standards as well as the International Standard DVB(C).

5. Availability of STBs

To avail of a STB, kindly contact the SMC Office nearest to you or your Local cable Operator. Fill up the Subscriber Application Form (SAF) 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 SAF will be issued to you as an acknowledgement copy. Kindly quote the SAF Number in all future correspondence or follow ups.

Please check our website www.digitalentertainment.co.in for the latest schemes

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 one hundred channels of which 19 are mandated Doordarshan channels. The BST is attractively priced at Rs.100/- per month plus taxes.

You can also skip the BST and directly select any of the packages offered by SMC or choose one or more of the Pay channels in a la carte mode or as packages or a combination of both at the prices indicated on the Channel Request Form (CRF). All prices are exclusive of taxes.

SMC 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.

You may also opt for pre paid or post paid billing. If you opt for post paid billing, you have to ensure that bills are paid within 15 days of the bill date. Failure to do so will attract a penalty of 12% simple interest.

7. Your 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 SMC, which are compatible with its network and registered in the name of the subscriber.

- iii. To take proper care of STB/VC of SMC and intimate immediately in writing to SMC, in case of loss / misplacement of VC with or without STB.
- iv. Not to use, either before or after the STB (except TV/PVD) of SMC is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by SMC
- v. To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by SMC and not to remove or shift STB/VC from the subscribers premises, without written consent of SMC
- vi. 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 SMC may be reasonably expected to receive, in connection with this SAF 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 SMC, 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 SMC 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 SMC
- xii. To return STB /VC to SMC, on termination of agreement by any party, in good working condition
- xiii. The SAF 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 SMC (Its affiliates, subsidiaries, shareholders, officers', directors, employees, contractors, agents and representatives) (together "SMC indemnified Entitles") against any Cost, claim, liability or expense any of the SMC) 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
- (iv) Your violation of any third party rights. In the event of any claim, which, if true, would be subject to Indemnification hereunder, SMC and/or the affected SMC 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 SMC 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 SMC's Liability:

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICES PROVIDED BY SMC 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 SMC IS AT YOUR SOLE RISK. ANY AND ALL SMC 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; SMC MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON YOUR PARTICULAR PVD. SMC HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, INFORMATION, PROGRAMMES TRANSMITTED THROUGH STB's. IN NO EVENT SMC 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 SMC, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF SMC' 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: Sangli Media Communication, Shop No. 1, Kaivalya Apartment, Near Bharat Bhooshan School, Bhramanpuri, Miraj-416410, India

(b) General Information: For general information about SMC and SMC Services and for customer service and support, please contact us on Telephone Number: 1800-233-3535 (Toll free), 0233-6618400, or visit us at www.digitalentertainment.co.in.

12. Jurisdiction:

This Manual of Practice is subject to the jurisdiction of SMC Sangli District of Maharashtra only for any Disputes. All disputes, controversies, or differences that may arise between the parties out to or in any manner relating to or in connection with the Service or this Manual of Practice, or the breach thereof, shall be submitted to and settled by binding arbitration such arbitration shall be conducted in accordance with the rules of the Indian Arbitration & Conciliation Act.. The Courts in SMC shall have jurisdiction only for the purpose of arbitration the parties hereby agree not to proceed before any other courts then that at SMC if more courts (Including courts at SMC) have jurisdiction over the dispute. You hereby agree that you will bring any such dispute singly and not in combination with claims of other individuals.

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;

SMC , Sangli

Location	Name	Address	Mail id
Sangli	Rajesh Nathani	SMC House, Capital Crown Building, Vishrambag, Sangli	Rajeshnsmcl@gmail.com
Karad	Pradeep Awale	Near Cottage Hospital, Karad	Pradeepavale88@gmail.com
Jalgaon	Rajesh Jadhav	Jalgaon	rajesh.jadhav136@gmail.com
Takari	Pravin Katte	Karad Road, Takari	-

Nodal Officer will resolve the appeal within 10 days of receipt of the appeal. Nodal Officer is Available on all working days (Monday to Saturday) 10:00am to 6:00pm

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:

Telephone: 1800-233-3535 (Toll free)

Mail: support@digitalentertainment.co.in Visit: www.digitalentertainment.co.in

Post: Address : SMS House Capital Crown Building, Ganpati Mandir Road, Vishrambag, Sangli 416416.

The resolution of the Service Request will be communicated to you via telephone call to your registered contact number or by email. Closure of the Service Request will be communicated via suitable media, if any.

In the event, you are still not satisfied with the resolution provided from the Contact Centre, you can approach the Nodal Officer to file an appeal on your complaint.

Nodal Officer	:Mr. Rajesh Nathani SMS House, Capital Crown Building, Ganpati Mandir Road, Vishrambag,
Address	:Sangli
Tel/Fax	:0233 2302277
Email	:Rajeshsmcl@gmail.com

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

For instructions for activation and operation of a Set Top box, please visit our website www.digitalentertainment.co.in

E- COMPLAINT REDRESSAL MECHANISM, INCLUDING COMPLAINT REDRESSAL PROCEDURE AND THE TIME LIMITS FOR REDRESSAL OF COMPLAINTS:

The Turnaround Time for different parameters is as follows:

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