



MANUAL OF PRACTICE

1.NAME AND ADDRESS OF DISTRIBUTOR OF TELEVISION CHANNELS:

Mona Netvision (hereinafter referred to as “MNS”), currently offers two types of Services – To obtain more details please visit our website www.monanetvision.com

Currently Standard Definition (“SD”) and High Definition (“HD”) services are available in Mona Netvision.

2. TERMS AND CONDITIONS OF SERVICE OFFERED BY THE DISTRIBUTOR OF TELEVISION CHANNEL

1. Definitions:

- a) “**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 retransmission 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.
- b) “**Authority**” means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997.
- c) “**a-la-carte**” or “a-la-carte channel” with reference to offering of a television channel means offering the channel individually on a standalone basis.
- d) “**active subscriber**” for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals.
- e) “**broadcaster**” means a person or group of persons or body corporate of any organization or body who after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.
- f) “**bouquet**” or “bouquet of channels” means an assortment of distinct channels offered together or as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.
- g) “**cable Service**” or “cable TV service” means the transmission of programmes including re-transmission of signals of television channels through cables.
- h) “**cable Television Network**” or “**cable TV network**” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
- i) “**compliance officer**” means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider.
- j) “**customer premises equipment**” or “**CPE**” means the components and accessories installed at the premises of the subscriber to enable the reception of broadcasting services related to television provided through addressable systems and includes cable wire, set top box, remote control for set top box, dish antenna, low noise block converter or any other equipment which may be necessary to receive broadcasting services related to television.
- k) “**customer care centre**” means a department or a section or a facility established under sub-regulation (1) of regulation 25 by the distributor of television for addressing service requests, answering queries, recording of complaints, and redressal of grievances of consumers, by telephonic or electronic means or by any other means.

- l) **“free-to-air channel”** or **“free-to-air television channel”** means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel.
- m) **“lock-in period”** with reference to subscription of a-la-carte channel or bouquet of channels, means a period of subscription during which a subscriber and the distributor of television channels offering the subscription, are restricted from discontinuing or altering the terms of the subscription of such channel or bouquet of channels.
- n) **“local cable operator”** or **“LCO”** means a person registered under rule 5 of the Cable Television Networks Rules, 1994 and who is associated with the Company.
- o) **“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 retransmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.
- p) **“network capacity fee”** means the amount, excluding taxes, payable by a subscriber to the distributor of television channels for distribution network capacity subscribed by that subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be.
- q) **“nodal officer”** means the officer appointed or designated by a distributor of television channels under sub-regulation (1) of regulation 28.
- r) **“programme”** means any television broadcast and includes- (i) exhibition of films, features, dramas, advertisements and serials; (ii) any audio or visual or audio-visual live performance or presentation; and the expression “programming service” shall be construed accordingly.
- s) **“pay channel”** means a channel for which 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 indirectly and which would require the use of an addressable system attached with the receiver set of a subscriber;
- t) **“subscriber”** for the purpose of these regulations, means a person who receives broadcasting services related to television from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services related to television, shall constitute one subscriber.
- u) **“service provider”** means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels i.e. the Company or local cable operator.
- v) **“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.

2. Provision of Service

- For availing the service of the Company, the subscriber shall fill in the Customer Application Form (CAF) in duplicate and submit the CAF to the LCO/the Company as the case may be. The subscriber shall ensure that the information stated in the CAF is and shall continue to be complete and accurate in all respects and the subscriber hereby undertakes to immediately notify the Company or its LCO of any change thereto. Photo identification and Address proof is also to be submitted along with the CAF, or else the same shall be treated as an incomplete CAF. The LCO/the Company, as the case may be, shall return the duplicate copy of the CAF to the subscriber duly acknowledged.
- All incomplete CAFs shall be rejected by the Company or its LCO and the deficiencies shall be informed to the subscriber.

- The Company shall charge Rs. 350 (Rupees Three Hundred and Fifty only) as onetime installation fee charge for installation of new connection and Rs. 100 (Rupees One Hundred only) as one-time activation charge for activating the broadcasting services related to television.
- The subscriber can opt for a STB under the three CPE schemes as mentioned in the CPE (STB) Schemes document.
- The subscriber shall have the option to select packages or channels on a la carte basis by ticking the same on the CAF. The subscriber shall select the payment methodology and the payment term on the same along with the STB details where the subscriber wants these channels to be activated. Upon receipt of the fully filled CAF and complete and correct in all respects, the channels selected by the subscriber shall be activated not later than 72 hours of its receipt.
- Neither the Company nor its LCO shall disconnect a subscriber without giving at least 15 days' written prior notice. However, this will not apply if the subscriber is found to be the cause of piracy.
- The subscriber hereby agrees to allow the authorized representatives of the LCO/the Company to enter upon the Installation Address for inspection, installation, removal, replacement and repossession of the Hardware under the Terms hereof. This clause survives the termination until all the dues are paid and the Smartcard Card ("SMC") along with the STB owned by the Company is returned to the Company in satisfactory working condition.
- The Cable Service and the license to use the SMC shall be for personal viewing of the subscriber/s and for his family members only. No assignment of SMC shall be valid unless the same is approved in writing by the Company. Subscriber 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 shall also be liable to pay damages.
- The subscriber agrees and acknowledges that the SMC has been merely licensed to the subscriber by the Company to avail the Channels for one TV set only and shall at all times be and remain the exclusive property of the Company and that the subscriber has been fully explained and accepts that any unauthorized relay or retransmission of the signal will constitute infringement of copyright of the content providers/owners/licensors thereof and will in addition to the termination of Service, attract civil and/or criminal liability under the law.
- All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, refund shall be subject to the rule, regulation, notification, guidelines as may be specified by the Authority or as may be applicable from time to time.

3. Obligations of subscribers:

The subscribers hereby undertake the following:

- 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 SMC issued for such STB, as specified by the Company, which are compatible with its network and registered in the name of the subscriber;
- iii. To take proper care of STB/SMC of the Company and intimate immediately in writing to the Company, in case of loss/misplacement of SMC with or without STB;
- iv. Not to use, either before or after the STB (except TV/PVD) of the Company is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by the Company;
- v. To keep STB/SMC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by the Company and not to remove or shift STB/SMC from the subscribers' premises, without written consent of the Company;
- 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 SMC. Any such act by the subscriber shall be construed as wilful 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 the Company 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 the Company, broadcaster, transmitter or any other person associated with such transmission;
- ix. Not to distribute or redistribute signals from subscribers' premises to any neighbouring premises;
- x. Intimate the Company within two (2) days of receipt of bill/statement of subscription charge/charges, any discrepancies in billing;
- xi. Subscriber shall not be entitled to transfer or assign its obligations and liabilities mentioned herein to any other person /party under any circumstances, without prior permission of the Company;
- xii. To return STB /SMC to the Company on termination of agreement by any party, in good working condition, depending on the CPE scheme opted by the subscriber;
- xiii. The CAF terms are personal to the subscriber and right of the subscriber shall not be assignable or transferable by him in favour 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.

Customer Support Center:

Redressal of complaints through Call Center – Procedure

Customers may call the **IND** centralised helpline no. 02430-223520 or 1800-222-3520 to assist you. Timing: 8.00 AM (08.00 Hrs) to 00.00 AM (24.00 Hrs). Customers can also contact us by email at: monanetvision@gmail.com

Our associates are trained to answer customer queries in English / Hindi and state local languages. On receiving the Customer call, our Call Center will register the Customer`s complaint and issue a Ticket Number to the Customer. At least ninety per cent of complaint`s concerning non-receipt of all signals by the Customer occurs due to disturbances of weather or natural calamities, this will be re-dressed and we will restore the signals within a period of twenty-four hours of the receipt of complaint.. We will redress at least ninety per cent of the complaints (other than non-receipt of signals) by Customer, within a period of forty-eight hours from the receipt of complaint.

Nodal Officers:

- In case a subscriber is not satisfied with the redressal of complaint by the customer care centre, such subscriber may approach the nodal officer of the distributor of television channels for redressal of his complaint.
- The nodal officer shall-
 - (a) register every complaint lodged by the subscribers;
 - (b) issue an acknowledgement to the subscriber within two days from date of the receipt of the complaint indicating therein the unique complaint number;
 - (c) redress such complaints of subscribers within ten days from the date of receipt of the complaint and intimate the decision taken thereon in respect of such complaint to the subscriber.