



DIGIMEDIA CABLE NETWORKS LLP

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CAF Form No :

SUBSCRIBER DETAILS (IN CAPITAL LETTERS)

1. Name :

2. Address :

Door No : District :

Street : State :

Area Name : Pin Code :

PERSONAL DETAILS

3. Gender : Male Female Transgender

4. Date of Birth :

5. Aadhaar No :

6. Photo ID Document :

Voter ID

Aadhaar

PAN

Passport

Driving Licence

7. Type of Customer : Residential Commercial

8. Address Proof :

Voter ID

Aadhaar

Passport

Driving License

9. Mobile

Landline

E-mail

PLAN DETAILS

10. Channel Package * Plan Name

11. STB Type: SD HD

I Confirm that DMCN digital Set Top Box is installed properly and working well. I have understood the terms and conditions mentioned overleaf and acknowledge that cable operator have explained the plan selected by me. I confirm and assure you the what is stated above is true to the best of my knowledge and belief.

Place : Customer's Signature :

Date : Customer's Name :

FOR OFFICE USE ONLY

STB / Chip ID No :

LCO partner Name :

LCO partner Code :

Mobile No:

Terms & Conditions of Service

I. Definitions:

- (a) "Addressable system" means an electronic device or more than one electronic devices put in an integrated system through which signals of television channels can be sent in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within limits of the authorization made, through the Conditional Access System and Subscriber Management System on the explicit choice and request of such subscriber, by the cable operator to the subscriber.
- (b) "alternative tariff package" (ATP) means a tariff package which a service provider may offer, in addition to the standard tariff package, for supply of a set box to the subscriber for receiving programmes;
- (c) "Authority" means Telecom Regulatory Authority of India established under sub section (1) of section 3 of the Telecom Regulatory, Authority of India Act, 1997 (24 of 1997);
- (d) "authorized officer" shall have the same meaning as given in clause (a) of section 2 of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995);
- (e) "broadcaster" means any person including an individual, group of persons, public or body corporate, firm or any organization or body who or which is providing programming services and includes his or her authorized distribution agencies;
- (f) "basic service tier" means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscribe, for a single price to the subscribers of the area in which his cable television networks is providing service;
- (g) "DAS area" means the area notified under sub section (1) of the section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995);
- (h) "LCO partner" means a local cable operator i.e. person who provides cable service through cable television network or otherwise controls or is responsible for the management and operation of a cable television network;
- (i) "cable television networks" means any system consisting of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- (k) "free to air channel" or "FTA channel" means a channel for which no 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;
- (l) "multi system operator (MSO)" means a cable operator who receives a programming service from a broadcaster or his authorized agencies and retransmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more cable operators, and includes authorized distribution agencies by whatever name called;
- (m) "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 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;
- (n) "programme" means any television broadcast and includes : (1) exhibition of films, features, dramas, advertisements and serials (2) Any audio or visual or audio-visual live programme or presentation and the expression "programming service" shall be constructed accordingly;
- (o) "service provider" means the Government as service provider and includes cable operator or distributor of TV channels;
- (p) "set top box" or "STB" means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted /descrambled form subscribed pay and FTA channels through an addressable system;
- (q) "standard tariff package" (STP) means a package of tariff as may be determined by the Authority for supply of a set top box to the subscriber by a service provider for receiving programme;
- (r) "subscriber" means a person who receives the signal of a service provider at a place indicated by him to the service provider without further transmitting it to any other person;
- (s) "you" means the subscriber
- (t) CAF means the Customer Application Form
- (u) We, our means Digimedia Cable Networks LLP. and I or its LCO partner partner.

2. Provision of Service:

- 2.1 DMCN's cable service shall be made available to the subscriber with effect from the date of activation the STB and on terms and conditions contained herein and also contained in the customer charter (a copy of which has been made available to the subscriber simultaneously with this form) which the subscriber hereby unconditionally accepts and undertakes to abide.
- 2.2 The customer shall fill in the customer application form in Triplicate and submit 2 copies of CAF to the LCO partner. 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 DMCN or its LCO partner for any change thereto. Photo identification and address proof has also to be submitted along with the CAF, else the same will be treated as an incomplete CAF. The LCO partner shall return the duplicate copy of the CAF to the subscriber duly, acknowledged.
- 2.3 All incomplete CAF shall be rejected and the deficiencies shall be informed to the subscriber.
- 2.4 The LCO partner will respond within 2 working days of receipt of application, and inform the subscriber of the deficiencies and shortcomings in the CAF submitted by him.
- 2.5 In case of technical or operational non feasibility at the location requested by the subscriber, DMCN or its LCO partner will inform the subscriber the reasons for the same within 3 working days from the date of receipt of the CAF by DMCN. In the event, the STB is not installed within two working days, a rebate of Rs. 15/- per day for the first five days and Rs. 10/- per day thereafter will be offered to the subscriber.
- 2.6 Under One time Activation plan, the Ownership of STB, DMCN shall remain & continue to remain the sole & absolute owner of STB.
- 2.7 Under one time Activation plans, should a subscriber seek termination of DMCN's cable services, the STB must be returned to DMCN in working condition.
- 2.8 Each STB comes with a three year warranty. During the warranty period no repair and maintenance charges are payable, provided the STB has been used in normal working conditions and is not tampered with. There is no warranty applicable on the remote control.
- 2.9 During the warranty period, the STB will be repaired or replaced within 24 hours of receipt of complaint. After the expiry of warranty period, repairs to the STB would have to be paid for by the subscriber and a replacement STB may be offered, if available. Alternatively if the subscriber opts for the optional Annual Maintenance Contract (AMC) of Rs. 360/- per annum, they will definitely be provided a standby STB and no repair charges would have to be paid for the STB only (remote control excluded) provided the STB has been used under normal working conditions and is not tampered with.
- 2.10 Changes in the rates of taxes & Government duties will be informed to subscribers and passed onto the subscriber.
- 2.11 In case of STB malfunction, the LCO partner will replace or repair the STB within 72 hours of receipt of complaint. Repair charges will be payable if the STB is out of warranty period.
- 2.12 The subscriber shall have the option to select packages or channels on an 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 the complete and correct in all respects, the channels selected by the subscriber shall be activated within 48 hours of its receipt.
- 2.13 Composition of channels in any package that the subscriber has availed of, will not be altered for a period of six months from the date of enrolment. Should there be a change in the same due to any channel from that genre and language will be provided or a price reduction equivalent to the a la carte rate of that channel will be provided from the date of discontinuation.
- 2.14 Neither DMCN or its LCO partner shall disconnect a subscriber without giving 15 days written notice. However this will not apply if the subscriber is found to be the cause of piracy.
- 2.15 The Subscriber hereby agrees to allow the authorized representatives of the LCO partner/DMCN 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 STB owned by DMCN or LCO partner is returned to DMCN or LCO Partner in satisfactory working condition.

Customer Name:

Customer Signature