

MANUAL OF PRACTICE

1 - NAME AND ADDRESS OF THE SERVICE PROVIDER:

CORPORATE OFFICE:	REGISTERED OFFICE:
Binodan Digital Pvt. Ltd. Village-Nimtouri, P.O-Kulberia, P.S-Tamluk, Purba Medinipur, WB-721649 Tel: +91 9046941505	Binodan Digital Pvt. Ltd. Village-Nimtouri, P.O-Kulberia, P.S-Tamluk, Purba Medinipur, WB-721649 Tel: +91 9046941505
WEBSITE: https://binodandigital.in/	

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

i. Acceptance of this Manual of Practice:

By utilizing BDPL'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 BDPL by posting such changes at <https://binodandigital.in>

ii. Details of Equipments 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 BDPL, 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 equipments/device(s) installed at the Subscriber Premises in order to receive in unencrypted and descrambled form subscribed channels as per the subscription request.

iii. Service, Installation and Access:

- Service** - Subject to and in accordance with the terms and conditions of SAF, BDPL will provide to you at your Office/dwelling place within BDPL's coverage area SPE's to be connected and installed only by BDPL or its linked operator, in addition BDPL will also provide the services provided by BDPL and any value added services as may be authorized directly at the Subscribers Premises through the STB.
- Installation and Access** - BDPL 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 BDPL with access to your home/office/dwelling place to recover any/all of its equipments.

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

BDPL 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 BDPL 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 Siti 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.

All STBs are fully compliant with Indian Standards, set by the Bureau of Indian Standards.

v. Availability of STBs

To avail of a STB, kindly contact the BDPL 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 <https://binodandigital.in> for the latest schemes

vi. 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 in the BST is one hundred channels including mandatory channels of Doordarshan. The BST is Free to Air Package which is available in your basic service pack (Network Capacity Fee) of Rs.130/- per month plus taxes.

You can also skip the BST and directly select any of the DPO packages offered by BDPL 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 in the website. All prices are exclusive of taxes.

vii. 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 BDPL, which are compatible with its network and registered in the name of the subscriber.
- iii. To take proper care of STB/VC of BDPL and intimate immediately in writing to BDPL, 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 BDPL is installed, any decoding, receiving, recording equipment(s) other than the equipment authorized and specified by BDPL
- v. To keep STB/VC in good working condition, repair, replace STB from any agents or agencies authorized or nominated by BDPL and not to remove or shift STB/VC from the subscribers premises, without written consent of BDPL
- 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 BDPL 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 BDPL, 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 BDPL 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 BDPL
- xii. To return STB /VC to BDPL, 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.

viii. 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 BDPL (Its affiliates, subsidiaries, shareholders, officers', directors, employees, contractors, agents and representatives) (together "BDPL Indemnified Entities") against any Cost, claim, liability or expense any of the BDPL Indemnified Entities 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, tortious 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, BDPL and/or the affected BDPL 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 BDPL 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.

ix. 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.

x. Disclaimers and Limitation of BDPL's Liability:

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICES PROVIDED BY BDPL ARE NOT GUARANTEE -D 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 BDPL IS AT YOUR SOLE RISK. ANY AND ALL BDPL 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; BDPL MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON YOUR PARTICULAR PVD. BDPL HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, INFORMATION, PROGRAMMES TRANSMITTED THROUGH STB's. IN NO EVENT BDPL 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 BDPL, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF BDPL' HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

xi. 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: Village-Nimtouri, P.O-Kulberia, P.S-Tamluk, Purba Medinipur, WB-721649
- (b) **General Information:** For general information about BDPL and BDPL Services and for customer service and support, please contact us on Telephone Number: 1800 -2127- 440 (Toll free), or visit us at <https://binodandigital.in>.

xii. Jurisdiction:

This Manual of Practice is subject to the jurisdiction of West Bengal only 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. Any arbitration proceeding shall take place West Bengal, No demand for arbitration or action or any kind or nature arising out of this Manual of Practice or out of any use of the Services by Customer, shall be brought by a party more than 'one year after the date on which the cause of action first arises. The Courts in West Bengal shall have jurisdiction only for the purpose of arbitration the parties hereby agree not to proceed before any other courts then that at West Bengal, if more courts (Including courts at West Bengal) 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.

3 - 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 of Nodal Officer : Samir Kumar Maity
Contact Number : 8617066958
Email : binodan.digital@gmail.com
Communication Address : Village-Nimtouri, P.O-Kulberia, P.S-Tamluk,
Purba Midnapore, West Bengal 721649

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:** 1800-2127-440 (Toll free)

Mail: binodan.digital@gmail.com **Visit:** <https://binodandigital.in>

Post: Binodan Digital Pvt. Ltd., Village-Nimtouri, P.O-Kulberia, P.S-Tamluk, Purba Midnapore, West Bengal 721649

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

4- Details of provisions for consumer protection as specified in these regulations;

(a) Disruption of broadcasting services related to television.

— In case signals of television channels to a subscriber are continuously disrupted for a period exceeding seventy two hours, we shall reduce the subscription charges of the subscriber by an amount equivalent to the proportionate distributor retail price and network capacity fee in respect of such channels for the entire period of such disruption:

Provided that the period of such disruption shall be calculated from the time the complaint is registered by the subscriber:

Provided further that nothing contained in this sub-regulation shall apply in case the disruption is caused due to natural calamities.

(b) Price protection for advance subscription payment

—In case, the broadcasting services related to television have been availed by a subscriber with a lock-in period or the charges for subscription of broadcasting services related to television are paid in advance for a specific period by a subscriber in pursuance of any scheme offered by the distributor of television channels, the distributor shall continue to provide such services for such period to the subscriber without any increase in the price of subscription and without altering the other terms of subscription to the disadvantage of the subscriber.

(c) Temporary suspension of broadcasting services related to television on request from a subscriber.

(1) Every distributor of television channels or its linked local cable operator, as the case may be, shall, upon receiving a request from a subscriber, temporarily suspend the broadcasting services related to television of such subscriber:

Provided that such request shall be made by such subscriber at least fifteen days prior to the date of such suspension:

(2) The distributor of television channels or its linked local cable operator, as the case may be, shall not charge any amount, except the rental amount for customer premises equipment applicable if it is provided to the subscriber under rental scheme as referred to in subregulation (8) of regulations 24, from the subscriber during the period of temporary suspension.

(3) In case broadcasting services related to television of a subscriber remain suspended continuously for a period exceeding three months, such subscriber shall not be counted as an active subscriber of the distributor of television channels and it shall be permissible for the distributor to deactivate such subscriber from subscriber management system.

(4) Every distributor of television channels or its linked local cable operator, as the case may be, shall, upon receiving a request from the subscriber, restore services within seventy two hours and may charge an amount-

(i) not exceeding rupees twenty five as restoration fee from the subscriber for restoration of services if such services have remained suspended continuously for a period not exceeding three months, or

(ii) not exceeding rupees hundred as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

(d) Disconnection of services

(1) BDPL or its linked local cable operator, as the case may be, shall, upon request from the subscriber, disconnect the connection of broadcasting services related to television to such subscriber from the date indicated by the subscriber in his request and refund the deposits due to the subscriber, subject to fulfilment of the terms and conditions:

Provided that the subscriber shall make such request for disconnection at least fifteen days prior to the requested date of disconnection.

(2) BDPL shall give prior notice of at least fifteen days to subscriber indicating the reasons for such disconnection by running scrolls on television screen and sending Short Message Service (SMS) to the registered mobile number of the subscriber.

(e) Terms and condition for billing and payment

(1) BDPL shall be offering our services on pre-paid model only.

(2) BDPL or its linked local cable operator, as the case may be, shall, in case of pre-paid payments, acknowledge such payments to the subscriber and ensure that the subscriber management system is updated accordingly.

(3) The billing cycle for pre-paid payment option shall be thirty days from the date of activation of services.

(4) BDPL shall, on its website, maintain the records of billing and payment of subscribers, for preceding six months and provide log-in access to the subscribers to their accounts and such records of subscriber shall contain itemised usage details of, —

- (a) network capacity fee,
- (b) rental charges for customer premises equipment, if any,
- (c) charges for pay channels and bouquets of pay channels subscribed by subscriber during the period of billing cycle,
- (d) taxes in conformity with applicable laws.

(5) BDPL shall temporarily suspend the services of a prepaid subscriber in case of non availability of balance amount in his prepaid account:

Provided that in case the services of the subscriber remain suspended continuously for a period of three months, such subscriber shall be deactivated from subscriber management system:

Provided further that upon the recharge of balance amount in subscriber's account, BDPL may charge an amount not exceeding rupees hundred as re-activation fee from the subscriber for restoration of services if such services have remained suspended continuously for a period exceeding three months.

5- Procedure and benchmark for complaint redressal:

BDPL has established a customer care Centre for addressing the service requests and complaints of its subscribers with following features;

- (a) Toll free “customer care number” - 1800-2127-440
- (b) The services are accessible between 09:30 hrs and 21:30 hrs on all days of the week,
- (c) provide services in the regional language of the service area in addition to Hindi
- (d) Interactive Voice Response System (IVRS) with provision for complaint registration
- (e) BDPL also has a web based complaint management system on its website <https://binodandigital.in>

The Turnaround Time for different parameters is as follows:

- (a) all complaints shall be responded to within eight hours of receipt of the complaint:
 - provided that complaints received after the office working hours shall be responded by the next working day;
- (b) at least ninety percent of all ‘no signal’ complaints received shall be redressed and signal restored within twenty four hours of receipt of such complaint;
- (c) all complaints relating to billing shall be redressed within seven days of receipt if the complaint from the subscriber and refunds, if any, shall be made to such subscriber within thirty days of receipt of the complaint;
- (d) at least ninety percent of all other complaints not covered under clause (b) and clause (c) shall be redressed within forty eight hours of receipt of such complaints;
- (e) no complaint, except billing related complaints referred to in clause (c), shall remain unresolved beyond seventy two hours.