

MANUAL OF PRACTICE

GTPL HATHWAY LTD.



A. NAME AND ADDRESS OF THE MSO

Registered Office

GTPL Hathway Limited
2nd Floor, Sahajanand Shopping Centre,
Opposite Swaminarayan Mandir,
Shahibaug, Ahmedabad-380004
Phone: +91-79-30280340 / 41, +91-79-25626476 / 77

Corporate Office

Shree One Building, FP No. 50,
Opp. Armieda, Sindhu Bhavan Road,
Near Pakwan Cross Road, Bodakdev,
Ahmedabad – 380059
Phone: +91-79-256264707/78, 079-30280340/41

B. TERMS & CONDITIONS FOR SUBSCRIBERS' DIGITAL CABLE TV SERVICES

Preamble:

These terms and conditions are to be read together with the Customer Application Form (CAF) and the Package Application Form (PAF). GTPL Hathway Private Limited shall be referred to as "GTPL" henceforth hereunder.

The terms defined below have the meanings ascribed to them wherever they appear in this Terms and Conditions and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same and vice versa.

Definitions:

1. **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.
2. **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 programs.
3. **Authority** means Telecom Regulatory Authority of India (TRAI) established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997).

4. **Authorized Officer** shall have the same meaning as given in clause (a) of section 2 of the Cable Television Networks (Regulation) Act, 1995 (7 to 1995).
5. **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.
6. **Basic Service Tier (BST)** means a package of free-to-air channels offered by the cable operator to a subscriber with an option to subscriber, for a single price to the subscribers of the area in which his cable television networks is providing services.
7. **DAS Area** means the area notified under sub-section (1) of the section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 to 1995);
8. **Local Cable Operator (LCO)** means a person who provides cable service through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network.
9. **Cable Service** means the transmission by cables of program including retransmission by cables of any broadcast television signals.
10. **Cable Television Network** 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.
11. **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 in directly.
12. **Multi System Operator (MSO)** means a cable operator who receives a programming service from a broadcaster or his authorized agencies and retransmits the same or transmits 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.
13. **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 in directly and which would require the use of an addressable system attached with the receiver set of a subscriber.
14. **Program** means any television broadcaster and includes
 - a. Exhibition of films, features, dramas, advertisements and serials;
 - b. Any audio or visual or audio-visual live program or presentation and the expression "programming services" shall be construed accordingly.
15. **Service Provider** means the Government as Service Provider and includes a licensee as well as any broadcaster, multi system operator (MSO), cable operator or distributor of TV Channels.
16. **Set Top Box (STB)** means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted/descrambled from subscribed pay and FTA channels through an Addressable System.

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17. **Standard Tariff Package (STP)** means a package of tariff as may be determined by the Authority for supply of a STB to the Subscriber by a Service Provider for receiving Program.
18. **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.

Terms of Provision of Service:

1. GTPL's Cable Service shall be made available to the Subscriber with effect from the date of activation of the STB.
2. The Subscriber shall fill in the Customer Application Form (CAF) and its acknowledgement slip and submit the CAF to the Local Cable Operator (LCO). The Subscriber shall ensure that the information stated in the CAF is complete and accurate in all respects and shall immediately notify GTPL or its LCO of any change thereto.
3. Photo identification and address proof shall be submitted along with the CAF by the subscriber; else the CAF will be treated as incomplete or deficient. The LCO shall return the acknowledgement slip of the CAF to the subscriber duly acknowledged.
4. The CAF contains a Unique Identification Number ("UIN") which the subscriber shall remember and quote in all the communications to GTPL whilst the application is under process.
5. Incomplete Customer Application form shall be rejected and the deficiencies shall be informed to the subscriber by the LCO.
6. Subject to technical and operational feasibility at the location requested by the subscriber, GTPL itself or through its LCO, shall within two days of the receipt of your application (assuming that the CAF is correctly filled without any deficiencies and that you have made the necessary payments) have the connection set up in the subscriber's premises. In the event, the STB is not installed within the prescribed time, the subscriber will be entitled to claim rebate at a rate mentioned in the Regulation.
7. A duplicate copy of the CAF will be issued to the subscriber as an acknowledgement copy. The CAF No. shall be quoted by the Subscriber in all future correspondence or follow ups.
8. In case of technical or operational non-feasibility at the location requested by the subscriber, GTPL or its LCO will inform the Subscriber about the same, within 2 working days from the date of receipt of the CAF by GTPL or LCO, as the case maybe.
9. The subscriber shall have the option to select channel package or channels on an a-la-carte basis, as and when offered by GTPL.
10. 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 becoming unavailable on our network, an alternative channel from that genre & 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.
11. The STB and the VC is merely licensed to the Subscriber by GTPL to avail the Channels for one TV set only and shall at all times be the exclusive property of GTPL.
12. The Subscriber shall ensure not to use or cause to be used the VC with any other STB or device and/or STB with any other VC or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc.

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13. All the terms and conditions including the provision related to the terms of service, tariff, rebates, discount, and refund shall be subject to the rules, regulations, notifications and guidelines as may be specified by the Authority or as may be applicable from time to time.

Other Terms & conditions:

1. **Disclaimer:** The LCO / GTPL shall make reasonable efforts to render uninterrupted Service to the Subscriber and shall make no representation and warranty other than those set forth in the Terms of provision of service and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for particular purpose.
2. **Limitation of Liability:** LCO, Distributors and GTPL and its employees thereof shall not be 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 Service or inability to provide the same, whether or not due to suspension, interruption or termination of the Service or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCO or Distributor or GTPL for any actual or alleged breach shall not exceed the subscription paid in advance for such duration of Service, for which the Subscriber had paid in advance, but was deprived due to such breach.
3. **Indemnity:** The Subscriber hereby indemnifies and holds harmless the LCO and/or GTPL from all the loss, claim, demand, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) for use and misuse of the Cable Service or for non-observance of the Terms by the Subscriber.
4. **Jurisdiction:** All disputes and differences with respect to these Terms between the Subscriber and GTPL or the LCO shall be subject only to the jurisdiction of the courts at Ahmedabad.
5. **Miscellaneous:** If any of the provisions of these Terms becomes or is declared illegal, invalid or unenforceable for any reason, other 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. Terms mentioned herein in accordance with the regulations framed by the Authority, may be amended by the Authority from time to time and shall be binding on all.

The Terms and Conditions prescribed under the regulation issued by Authority on 14th May 2012 are applicable herewith. Detailed information is available on the official website of Telecom Regulatory Authority of India viz: www.trai.gov.in.

C. DETAILS OF COUSTOMER CARE CENTRE & NODAL OFFICERS:

GTPL has set up a centralized helpline numbers to assist the subscriber should the need arise: 1800-419-0419 (Toll Free) and +91-9727-633-633 (Toll). This service is available round the clock.

The Subscriber shall be guided to and connected with the Complaint Centre in the subscriber's service area through the Interactive Voice Response System ("IVRS"). Executives will be available to answer the subscriber's queries in Hindi / English and the local language of the respective State. Apart from this, GTPL has Customer Service Desks at all Unit / Branch locations, where subscriber's can walk-in and talk to GTPL's representatives for any queries. Details of the unit/branch locations are available on GTPL's website www.gtpl.net under "Contact us".

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

State	Name	Telephone No.	E-mail	Address
Gujarat	Kapil Mistry	8141766644	Nodalofficer.guj@gtpl.net	2 nd Floor, Sahajanand shopping Centre, Opp. Swaminarayan Temple, Shahibaug, Ahmedabad, Gujarat- 380004
Maharashtra	Prashant Challan	7757846666 Landline: 020-24357131/32, Ext.: 205	Nodalofficer.mah@gtpl.net	S.No. 15, Samarth Park Society, Opp. Abhinav School, Anand Nagar, Singhad Road, Pune- 411051
Bihar	Manish Raj	8102921550	Nodalofficer.bih@gtpl.net	Shanti Niketan House no- 1090, Holding no-552/349, Circle No.-06, Fraser Road, Patna- 800001
Jharkhand	Neetin Sharma	9386858468	Nodalofficer.jkd@gtpl.net	Shanti Niketan House no- 1090, Holding no-552/349, Circle No.-06, Fraser Road, Patna- 800001
Madhya Pradesh	Kapil Mistry	8141766644	Nodalofficer.mp@gtpl.net	2 nd Floor, Sahajanand shopping Centre, Opp. Swaminarayan Temple, Shahibaug, Ahmedabad, Gujarat- 380004
Andhra Pradesh	J. Sudhakar	0891-2510756, 2714445	Nodalofficer.ap@gtpl.net	Vaji Communications Pvt. Ltd., Door No. 2-30-26, Second Floor, Main Road, Sector-7, MVP Colony, Vishakhapatnam – 530017 (AP)

D. PROCEDURE & BENCHMARK FOR REDRESSAL OF COMPLAINTS

1. Customer Care / Complaint Centre:

If the Subscriber has any grievance that he/she wishes GTPL to redress, he/she may contact the Complaint Centre/Customer Care Centre, with the details of the grievance, through any of the following modes:

- (a) Website : www.gtpl.net
- (b) E-mail : yoursupport@gtpl.net
- (c) Contact no. : 1800-419-0419 / +91-9727-633-633
- (d) Post/Courier/Walk-in : any branch office or the correspondence address, during normal business hours

Each complaint will be attended within a prescribed timeframe as per TRAI Regulations. Following is the contact details and complaint redressal timeline (as provided under TRAI regulations) for our Complaint Centers, according to the type of complaint:

Complaint Type	Contact Details	Timeline for redressal of complaint
All complaints	(a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: 1800-419-0419 / +91-9727-633-633	Within 48 hours
“No signal” error	(a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: 1800-419-0419 / +91-9727-633-633	Within 24 hours, and in any case within 3 days
Billing related	(a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: 1800-419-0419 / +91-9727-633-633	Within 48 hours, and in any case within 7 days; In case of refund- within 30 days of receipt of complaint
Malfunctioning of STB	(a) Website: www.gtpl.net (b) E-mail: yoursupport@gtpl.net (c) Contact no.: 1800-419-0419 / +91-9727-633-633	Repair Within 24 hours or replace without any extra charge with a new STB (if covered within Warranty or acquired on hire purchase scheme or rental basis)

**In case GTPL is not able to attend the complaint within the above mentioned timeframe, for any reason beyond our control, the subscriber shall be communicated with such reasons at the time of responding to the complaint.*

2. Nodal Officer:

In case the Subscriber is not satisfied with the redressal of the complaint by the Complaint Centre, the subscriber may approach the Nodal Officer appointed by GTPL for the State in which the subscriber is availing the service, with the Ticket number (the unique complaint number a subscriber receives when complaint is registered at GTPL Customer Care) at their respective offices, from

Monday to Friday, between 10:30 am and 6:30 pm, and/or anytime via email (details of which are provided in Clause C, herein above).

The Nodal Officer shall issue an acknowledgement to the subscriber within two working days of the receipt of a complaint and shall give a unique complaint number to the subscriber. The Nodal officer shall resolve or redress the complaints of subscribers within ten working days from the date of receipt of the complaint.

3. Appellate Authority:

If the subscriber still not satisfied with the response of the Nodal Officer, the subscriber can appeal further to the Appellate Authority with the ticket number (the unique complaint number a subscriber receives when complaint is registered at GTPL Customer Care) from Monday to Friday, between 10:30 am and 6:30 pm.

Name: Mr. Kamal Bhatia
Designation: Appellate Authority
Contact Number: 8141766655
Email Address: appellateauthority.guj@gtpl.net

E. INSTRUCTION FOR ACTIVATION AND OPERATION OF SET TOP BOX:

Subject to and in accordance with the terms and conditions of CAF / PAF, GTPL, through its engineer or its LCO, shall provide a Set Top Box to the subscriber at the subscriber's Office/ dwelling place, to be connected and installed only by GTPL or its LCO. Subscriber registration & activation of services will be done in the SMS (Subscriber Management System) on the basis of the details provided by the subscriber on CAF / PAF. The engineer/LCO visiting the subscriber's place for installation/activation shall ensure detailed demo of the product to the subscriber. Besides, the Subscriber can also refer to the STB manual to know about the operating instructions.

F. RIGHTS AND DUTIES OF THE SUBSCRIBER/CONSUMER:

Rights of the Subscriber / Consumer

1. To receive Quality of Service in accordance with parameters specified by TRAI in its regulations (Refer "Section-D" of the Consumer Charter)
2. To get information regarding tariff before provision of service and every time the tariff is changed, especially adversely affecting the consumer.
3. To be informed before activation of any value added service that is chargeable
4. To get the rebate of rental in case of continuous disruption of service as specified by GTPL.

5. To seek legal remedy in case the grievances of the consumer is not settled.
6. To get refund of security deposit within 30 days of request of termination of service subject to adjustment of pending dues, if any.
7. To be informed of termination or disconnection of service.
8. Any consumer may, at any time, (1) During pendency of redressal of his grievance under these regulations; or (2) Before filing of complaint under these regulations, exercise his right conferred upon him under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force and seek redressal of his grievance under that Act.
9. To know the eligibility, opening and closing dates of any promotional offers provided by the service provider.

Duties of the Subscriber / Consumer

1. To deposit bills raised and payments thereof, in such mode as may be notified from time to time, within the due dates of payments mentioned in the bills, either at the centers publicly informed and notified by Us for the collections of bills by way of depositing the billing amount in designated Bank Account or by paying the same to the authorized persons /LCOs.
2. To use only such STB and apply only such Viewing Card (VC) issued for such STB, as specified by Us, which are compatible with our network and registered in the name of the Subscriber.
3. To take proper care of STB / VC of GTPL and intimate immediately in writing to GTPL, in case of loss / misplacement of VC with or without STB. We shall thereafter, within reasonable time, deactivate the same. Subscriber shall continue to be liable for charges incurred on the said VC until it is so deactivated.
4. Not to use, any decoding, receiving, recording equipment(s) either before or after the STB (except TV/PVD) of GTPL installed, other than the equipment authorized and specified by GTPL.
5. To keep STB / VC in good working condition, repair, replace STB only from agents or agencies authorized or nominated by GTPL.
6. Not to remove or shift STB / VC from the subscribers premises, without written consent/approval of GTPL.
7. 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.
8. To give all assistance, which GTPL may be reasonably expected to receive, in connection with the CAF terms.
9. 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 GTPL, broadcaster, transmitter or any other person associated with such transmission.
10. Not to distribute or redistribute signals from subscribers premises to any neighboring premises.
11. To intimate about any discrepancies in billing to GTPL within two (2) days of receipt of bill statement of subscription charge/charges.
12. Not to entitle/transfer or assign its obligations and liabilities mentioned herein to any other person/party under any circumstance, without prior permission of GTPL.
13. To deposit with GTPL, such amount as per the rental scheme/hire purchase scheme opted by subscribers interest free security deposit.

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14. To pay monthly rental charges/hire purchase charges to GTPL.
 15. To return STB / VC to GTPL, in good working condition, on termination of agreement by any party.
 16. Not to indulge (himself or in association with any other person) or cause any other person to indulge, in any offence pertaining to piracy (including infringement of any copyright, trademark, etc.) of any broadcaster or any other person.

G. DUTIES AND OBLIGATIONS OF GTPL OR ITS LINKED LCOs:

Obligations of the MSO under the TRAI Regulations

1. To register with the Ministry of Information Broadcasting (MIB) as a Multi system Operator (MSO).
2. To enter into a written interconnection agreement with each LCO, for providing the cable TV services to subscribers through one or more LCOs.
3. To ensure that a copy of written interconnect agreement is handed over to the LCO(s), within 15 days from the date of signing of the agreement, and receipt is duly acknowledged.
4. To ensure that the terms and conditions of the written interconnection agreement conform to the Telecom Regulatory Authority of India (TRAI) Regulations.
5. To ensure that the interconnection agreement explicitly mentions the date of coming into force and the date of expiry. The agreement will remain valid till-date of expiry of agreement or date of expiry of registration of MSO/LCO, whichever is earlier.
6. To ensure that the interconnection agreement explicitly lists the responsibilities of the MSO and the LCO, respectively.
7. To ensure that the interconnection agreement explicitly mentions the revenue share agreed. The agreement should also clearly mention the revenue settlement procedure between parties along with specific provisions for delay in payment.
8. To ensure that the interconnection agreement explicitly mentions the procedure for uploading the consumer complaints, received by your linked LCOs, in the complaint handling/monitoring system interconnect agreement contains explicit provisions(s) for settlement of disputes.
9. To provide access to the relevant data in the Subscriber Management system (SMS) to all of our linked LCOs for the purposes of settlement of revenue shares in accordance with the agreement.
10. To educate LCOs about the various schemes we are offering for procuring a STB by a subscriber and also the channel(s) / bouquet(s) available on our network.
11. To provide adequate number of spare STBs to all our LCOs to meet the timelines set in the Quality of Service Regulations of TRAI, to avoid long disruptions in service to any subscriber due to malfunctioning STB.
12. To ensure that prior notice of 15 days is provided through local newspapers and through scrolls on TV Screen to inform subscribers who are likely to be affected due to the disconnection. Such notice should be published in two leading local newspapers of the State in which affected LCOs are providing the services, out of which one notice should be published in a newspaper in the local language.
13. To ensure that sufficient number of Customer Application Forms (CAFs) and Manual of Practice is available with our LCOs for distribution to the customers at the time of providing connection.

Duties & Obligations towards the Subscribers:

1. To ensure that our representative carries a proper ID card when visiting a customer's or subscriber's premises.
2. To ensure that the Customer Application Form (CAF) is given to the customer seeking cable TV connection through DAS.
3. To handover, one copy of the completed CAF to the subscriber.
4. To ensure that the Manual of Practice (MOP) is given to the customer at the time of providing connection.
5. To provide surrender application form on request of the subscriber for surrender of the connection.
6. To explain the Terms & Conditions for providing STB to the customer with details of various retail tariff options for providing the STB.
7. To ensure that the terms and conditions of our schemes are explained to the customers in detail at the time of providing connection.
8. To ensure that the retail tariff applicable for subscription of channels/bouquets are explained to the customers in detail at the time of providing connection.
9. To issue a bill and payment receipt to each and every subscriber for every payment made by them. It includes the receipt for payment made towards STBs as well as towards TV channels.
10. To send acknowledgement of receipt of payment electronically to the subscriber. It may be noted, that electronic acknowledgement of receipt of payment cannot be considered as delivery receipt which has to be provided separately.
11. To ensure that the subscription amount paid by an individual subscriber is entered into the SMS before the next billing cycle starts so that the subscriber is fully informed about the current status of his account.
12. To reduce the subscription charges if any channel which is subscribed to by a subscriber becomes unavailable on GTPL's network. Alternatively, GTPL may offer another channel of same genre and language to the subscriber. If the offer is accepted by the subscriber, then the subscription charges need not be reduced.
13. To publish and prominently display the toll-free consumer care number and contact number of your Nodal Officer for redressal of consumer grievances and accepting service requests from subscribers.
14. To set-up a web-based complaint handling/monitoring system. Subscribers must be able to monitor processing/resolution of their complaints on the website we have set-up.
15. To conduct periodic consumer awareness programs about Quality of Service Regulation provisions for subscribers.
16. Not to activate the Set Top Box (STB) before entering the details of customer and his choice of channels as mentioned in the Customer Application Form (CAF) into the Subscriber Management System (SMS).
17. Not to discontinue any channel to a subscriber, if the subscriber has already paid subscription amount for that channel in advance and that channel is available on our platform.