

MANUAL OF PRACTICE

I. Name and address of the service provider.

EKAM CONVERGENCE PRIVATE LIMITED F-1/9, 1st FLOOR, OKHLA INDUSTRIAL ESTATE, DELHI – 110020

EMAIL: info@UVTV.in

II. Terms and conditions of service offered by the service provider.

- Any person seeking connection or disconnection or reconnection or shifting of cable service connection or intending to obtain or return Set Top Box (STB) at a place has to submit prescribed application form duly signed and complete in all respects in duplicate to EKAM CONVERGENCE Private Limited (EKAM CONVERGENCE) or its Linked Cable Operators (LCOs).
- 2. The decision on the complete application will be communicated with in 2 (two) days of the receipt of the application to the applicants. The term 'Subscriber(s)' shall hereinafter mean a person (including individual or non-individual) who avail services offered by EKAM CONVERGENCE or its LCOs by subscribing to Cable Television services (hereinafter referred to as the 'Service') or Value Added services as offered. The term 'Subscriber(s)' shall mean Consumers and vice-versa, as used hereinafter.
- 3. All incomplete applications shall be liable to be rejected.
- 4. The Service is made available to the Subscriber(s) with effect from the date of activation of the STB and on terms which the Subscriber(s) hereby fully accepts and undertakes toabide.
- 5. The Subscriber(s) shall ensure that the information stated in the application is and shall continue to be complete and accurate in all material respects and shall notify immediately of any change thereto to EKAM CONVERGENCE. The Subscriber(s) shall declare and confirmthat the information provided in the application including identification details, installation address of STB or any other information is accurate, complete and represents the true and correct information as on the date information is provided. EKAM CONVERGENCE or its LCOs shall not be responsible for the accuracy or completeness of information provided by Subscriber(s) to them and shall consider the information on as is basis. It shall be the sole responsibility and duty of Subscriber(s) to provide up-to-date information to EKAM CONVERGENCE or its LCOs whenever there is any change in the information provided at an earlier date.
- 6. The Subscriber(s) can opt for any of the refundable deposit schemes as per terms stated in the tariff package framed by EKAM CONVERGENCE.
- 7. Changes in the rates of taxes & Government duties will be informed to the Subscriber(s) and passed on. The Subscriber(s) hereby undertake to pay the full amount of charges/ fees etc., and any other charges including Goods & Services Taxes and/or any other tax as may be applicable that may be invoiced to Subscriber(s) for availing the Service.
- 8. In case of any complaint, EKAM CONVERGENCE or its LCOs will respond to the complaint



- within 8 hours of receipt of complaint. However, this will not apply if the STB has been found tampered.
- 9. Refund of security deposit will be made available to the Subscriber(s) within 7 (seven) days upon receipt of STB, provided the same has not been tampered.
- 10. Pay channels can be subscribed in packages/bouquets/a-la-carte by filling in the DAS Channel Request Form. Billing for pay channels will be on a calendar month basis.
- 11. Channels can be unsubscribed provided the minimum subscription period of 3 (three) months has been adhered to. Un-subscription requests should be submitted 15 days advance from the next billing cycle in writing.
- 12. The Subscriber(s) hereby agrees to allow the authorized representatives of the EKAM CONVERGENCE /LCOs/its affiliates to enter upon the installation address for inspection, installation, removal, replacement and repossession of the Hardware under the Terms hereof. The term Hardware shall include STB and/ or any other device/ instrument which may be required by the Subscriber(s) for the purpose of availing Service from EKAM CONVERGENCE or its LCOs. This clause shall survive the time period until all the dues are paid and the Viewing Car



- along with the STB owned by EKAM CONVERGENCE /its Affiliates are returned to EKAM CONVERGENCE /its Affiliates in satisfactory working condition.
- 13. The Service and the license to use the Viewing Card shall be for personal viewing of the Subscriber(s) and for his/ her family members only. No assignment of Viewing Card shallbe valid unless the same is approved in writing by EKAM CONVERGENCE /its Affiliates. Subscriber(s) shall not allow public viewing or exploit the same for commercial benefit or otherwise. Breachof this clause will result in termination of Service and the Subscriber(s) shall also be liable to pay damages.
- 14. For disconnection/suspension of the Service, the Subscriber(s) shall give 15 (fifteen) days prior notice to EKAM CONVERGENCE. The period of 15 (fifteen) days shall be reckoned from the date of receipt of the notice of disconnection by EKAM CONVERGENCE.
- 15. All complaints will be responded to within 8 hours of receipt of the complaint however if complaints are received during the night will be attended by the next day.
- 16. Subscriber(s) can log on to www.ekam.world.in track the status of its complaint made to EKAM CONVERGENCE.
- 17. Payment of the subscribed Service shall be made within due date failing which an interest of 12% p.a. shall be charged or such higher interest as may be permitted by Telecom Regulatory Authority of India (Authority).
- 18. The Subscriber(s) acknowledges that the Viewing Card has been merely licensed to the Subscriber(s) by EKAM CONVERGENCE /its Affiliates to avail the channels for one Television set only and shall at all times be the exclusive property of EKAM CONVERGENCE /its Affiliates and that he/she 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, will attract civil and/or criminalliability under the law.
- 19. The Subscriber(s) undertakes not to use or cause to be used the Viewing Card with any other set top box or device and/or STB with any other card or device and shall ensure the safety and security of the Hardware from unauthorized use, theft, misuse, damages, loss etc.



- 20. The Subscriber(s) undertakes that he shall neither by himself nor allow any other person to modify, misuse or tamper with the Hardware in any manner whatsoever or to add orremove any seal, brand, logo, information etc. which affects or may affect the integrity/functionality/ identity of the Hardware or otherwise remove or replace any part thereof; nor shall use before or after the STB any decoding, receiving, recording device other thanone Television set.
- 21. The Subscriber(s) undertakes not to do or allow any act or thing to be done as a result the right of the EKAM CONVERGENCE /LCOs/Distributor/its Affiliates in relation to the Service and/or Hardware or of the channel providers/ distributors/ in relation to any channel, may become restricted, extinguished or otherwise prejudiced thereby or they or any of them may be held or alleged to be in breach of their obligation under any agreement to which they are party or otherwise are so bound.
- 22. The Subscriber(s) undertakes not to hypothecate, transfer or create or suffer any charge, lien or any onerous liability in respect of the Hardware which is not owned by the Subscriber(s).
- 23. The Subscriber(s) undertakes not to relay, transmit or redistribute the signals to any person or connect to any other device for any redistribution purpose.
- 24. Commercial establishments will be governed by tariffs as laid down by the Authority from time to time.
- 25. All the terms and conditions including the provisions related to the terms of Service, tariff, rebates, discounts, refund shall be subject to the rule, regulations, notifications, guidelines as may be specified by the Authority or as may be applicable from time to time.
- 26. Billing disputes, if any, will be redressed within 7 days of receipt of complaint from the Subscriber(s).
- 27. If at any time, during the continuance of Service, the Service is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, willful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with



any acts or directions of any judicial, statutory or regulatory authority or any other Actsof God or Force Majeure condition, or if any or more channels are discontinued due to any technical or system failure at any stage or by the Broadcaster(s) or for any other reasons beyond the reasonable control of the LCOs or EKAM CONVERGENCE /its Affiliates, the Subscriber(s) will not have any claim for any loss or damages against the EKAM CONVERGENCE /LCOs/its Affiliates.

- 28. The LCOs or EKAM CONVERGENCE/its Affiliates will make reasonable efforts to render uninterrupted Service to the Subscriber(s) and make no representation and warranty other than thoseset forth in the Terms and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.
- 29. LCOs, Distributor and EKAM CONVERGENCE /its Affiliates and the employees thereof shall be not liable to the Subscriber(s) 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, interruptionor termination of the Service or for any inconvenience, disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Provided however the maximum liability of LCOs or Distributor or EKAM CONVERGENCE /itsAffiliates for any actual or alleged breach shall not exceed the Subscription(s) paid in advance to LCOs for such duration of Service, for which the Subscriber(s) had paid in advance but was deprived due to such breach.
- 30. The Subscriber(s) will indemnify and hold harmless the LCOs, EKAM CONVERGENCE and its Affiliates fromall loss, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or causes of for use and misuse of the Service or for non-observance of the Terms by the Subscriber(s).
- 31. Notice at the installation address shall be deemed to be sufficient and binding on the Subscriber(s).
- 32. All disputes with respect to the Terms between the Subscriber(s) and the LCOs shall be subject to jurisdiction of courts where the LCOs provides Service.



- 33. If any of the provision of the Terms has become or is declared illegal, invalid or unenforceable for any reason, the 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 may be amended by EKAM CONVERGENCE from time to time and shall be binding on all the Subscriber(s).
- 34. The quality of service and consumers complaint redressal procedures prescribed under the regulations issued by Authority, are applicable. Detailed information is available on the authorized site of Telecom Regulatory Authority of India viz.: www.trai.gov.in.
- 35. The Subscriber(s) hereby acknowledges that there is no obligation on the Subscriber(s) to buy STB from EKAM CONVERGENCE only. The Subscriber(s) shall have the option to buy the STB neededfor viewing channels on EKAM CONVERGENCE's platform from any of the distributor or from any other person as the Subscriber(s) may decide. However, the Subscriber(s) shall ensure that STB purchased by it and used for viewing the channels on EKAM CONVERGENCE's platform comply with minimum standards requirements as laid down by Authority and/ or Bureau of India Standards etc., and is compatible to avail the Service.
- 36. The Subscriber(s) hereby agrees and confirms that:
 - i. he/ she has been clearly explained the prices of bouquets, a-la-carte rates of channels, features of Service, mode of payment of bills, time period for payment by EKAM CONVERGENCE's employees or its LCOs;
 - ii. he/ she has read the Manual of Practice, Consumer Charter and/ or other related documents carefully and has understood the terms & conditions of Service; and
 - iii. he/ she has been handed over the Manual of Practice, Consumer Charter and/ or other related documents at the time of subscription of Service by EKAM CONVERGENCE's employeesor its LCOs.
- 37. The Subscribers(s) hereby declares and confirms that he/ she has understood the rates of bouquets, a-la-carte rates of channels at which Service is being offered to him/ her by EKAM CONVERGENCE or its LCOs and taken into account the same before actually availing the Service from EKAM CONVERGENCE or its LCOs. The Subscribers(s) acknowledges that such rates may be revised by EKAM CONVERGENCE or its LCOs at any point of time while complying the necessary regulations laid by the Authority in this regard.



- 38. The Subscribers(s) hereby agrees and acknowledges that EKAM CONVERGENCE or its LCOs has no control over the affairs of Broadcaster(s) and is not responsible or liable for any acts or omissions of Broadcaster(s). The Subscribers(s) shall not hold EKAM CONVERGENCE or its LCOs or its employees responsible for any deficiency, omission, error or delay in the Service by EKAM CONVERGENCE or its LCOs attributable to any act or omission on the part of Broadcaster(s).
- 39. The Subscribers(s) hereby agrees that to avail the Service from EKAM CONVERGENCE or its LCOs, the Subscribers(s) may be required to complete Subscriber Identification Procedure as determined by EKAM CONVERGENCE in its sole discretion. The Subscribers(s) may need to establish his/ her identity to EKAM CONVERGENCE or its LCOs before availing Service. Therefore, the Subscribers(s) shall provide his/ her identification documents and/ or any other information to EKAM CONVERGENCE or its LCOs as may be required by it under relevant laws. Subscriber(s) Identification Procedure shall herein mean the procedure adopted by EKAM CONVERGENCE, if any to establish the identity of a Subscriber(s).
- 40. EKAM CONVERGENCE may share identification details, channel information, billing information and/ or any other information of Subscriber(s) with the government agencies, regulatory bodies, statutory authorities or courts having jurisdiction over the EKAM CONVERGENCE or its LCOs as in when requested by such authorities or otherwise in the normal course of business to meet necessary compliances as may be prescribed. The Subscriber(s) irrevocably agrees that he/ she shall not raise any concerns or have any objection to sharing of his/ her information with the government agencies, regulatory bodies, statutory authorities or courts having jurisdiction over the affairs of EKAM CONVERGENCE or its LCOs.
- 41. The Subscriber(s) hereby permits EKAM CONVERGENCE to disclose all or any of the information of the Subscriber(s) with employees, agents, directors, auditors and other officials of Subscriber(s) or group companies including subsidiary, holding or any other person necessary for rendering the Service to Subscriber(s) or for any other purpose, whatsoever. Thus, the Subscriber(s) hereby agrees and confirms that in pursuance to approval granted by Subscriber(s), EKAM CONVERGENCE shall enjoy full right and



authority to share all or any of the information pertaining to Subscriber(s) with such persons/ groups or entities as EKAM CONVERGENCE may consider necessary for business purpose or for any other reason.

- 42. The Subscriber(s) hereby agrees and confirms to comply at all times rules, regulations, directions, orders made or issued by any of the statutory authority including market Telecom Regulatory Authority of India and/ or any other regulatory body, government agency having jurisdiction over the affairs of EKAM CONVERGENCE or its LCOs.
- 43. The Subscriber(s) agrees that the above terms and conditions may be changed by EKAM CONVERGENCE at any point of time in its sole discretion.
- III. Customer care number, name, designation of the Nodal Officer and e-mail, contact telephone number, facsimile number and address of the Nodal Officer.

Consumer Care Number: 1800 102 8988

List of Nodal Officer: A list of the Nodal Officers along with contact details is given below. The customers can approach the Nodal through the below mentioned number/ address and other modes prescribed.

Nodal Officers/Grievance Officers Details	Contact Number	Contact Email
Dinkar Mukul	9818395295	dm@uvtv.in

Phone: 0120-444-0888

Email: dm@uvtv.in



IV. Procedure and benchmark for redressal of complaints through complaint center and procedure to approach Nodal Officer.

All complaints should be responded within 8 hours of receipt of the complaint. Complaints received post 8 PM should be responded before 4PM the next day.

Following are the complaint redressal time line:

Complaint Type	Touch Points	Timeline	
No Signal	Toll Free Number – 1800 102 8988	24 hours	
	Website – www.ekam.world		
	E-mail Id – info@UVTV.in		
	Toll Free Number – 1800 102 8988	7 days	
Billing related complaints	<u>Website – www.ekam.world</u>	In case of refund – 30 days from date of	
	E-mail Id: – info@UVTV.in	complaint	
	Toll Free Number – 1800 102 8988	_	
All other complaints	<u>Website – www.ekam.world</u> <u>E-mail Id – info@UVTV.in</u>	48 Hours	

For escalation of any complaint or grievance, please call on EKAM CONVERGENCE's Nodal Helpline 0120-444-0888



Note – In case any complaint remain unresolved with in the above mentioned timelines, we will notify the reason for delay along within the specific date of resolution to the customer.

If the customer is dissatisfied with the resolution or the complaint remains unresolved, he can escalate the issue to the EKAM CONVERGENCE Nodal officer through the afore - mentioned medium, Contact Number, E-mail, Facsimile number or Paper Mail on the Nodal officer address.

The Nodal officer will resolve the complaint within 10 (Ten) days of receipt of the complaint.

V. Instruction for activation and operation of Set Top Box.

For activating your Set Top Box please call our Toll free Customer Care Number on 1800 419 2020 or get in touch with your local Cable Operator.

BASIC OPERATIONS:

1. Set Top Box Power On and Standby

Power On

- 1. Press<Power>key. The first channel will be automatically tuned.
- 2. If any favorite channel has been setup, the favorite channel will be automatically tuned.

Standby

- 1. If you press<Power> key while watching the TV, your EKAM CONVERGENCE Set Top Box goes to standbymode.
- 2. Pressing<Power>key again will take you back to previous screen from where it went to standby mode.

Tuning to Channels

RCU<CH+/->Keys

1. Press <CH+/CH->key to change the channel while watching the TV. Programme banner is displayed when there is a successful channel change.

Direct Channel Access

- 1. For Direct Channel Access, please enter the channel number, using the numeric keys on the remote. If an invalid channel number is entered, the channel will not be changed.
- 2. Programme banner disposes when the channel number is entered.



RCU<BACK>Key

- 1. Pressing again<BACK>key from Live TV will remove the programme banner.
- 2. Pressing again <BACK>key from Live TV will tune to the last viewed channel.

Viewing Experience

Audio and Subtitle Language

- 1. Pressing<LANGUAGES>key toggles the display of "Audio and subtitle Language" popup.
- 2. Language options are "English", "Hindi", "Tamil" and "None".
- 3. Use </> key to change the highlighted language options.
- 4. Use </> key to highlight the required options.

Available only when channels are available in dual language or with subtitles.

Volume and Mute

- 1. Press<VOL+VOL-> key to increase or decrease the volume. A vertical volume bar is displayed.
- 2. Press <MUTE> key to turn the audio off. A mute icon is displayed when the channel is on mute. In order to reactive the sound press mute key again or press.

Screen Saver

- 1. The screen saver appears after time out. Screen is disappeared until any key is pressed from the screen saver.
- The screen saver is not activated when full screen TV is viewed.
- The default time-out value is 5 minutes.
- The screen saver is configurable from [User Settings/Personal Settings menu]

Special keys from Live TV

- 1. Pressing<GUIDE> key displays the "Programme Guide" screen and full screen video will tune quarter screen. By default current event is highlighted and respective synopsis is displayed at the bottom of the screen.
- 2. You can select programmes as per genres & upon



selecting<OK> key programming guideis displayed.

- 3. Pressing <FAVOURITES> key will tune to the first favourite channel. Using FAV key will tune to next favorite channels available if any.
- The channel name is displayed at top of programme banner.
- The channel event listing is listed below under the channel name.

For detailed operation of EKAM CONVERGENCE Set Top Box, kindly refer to your User Handbook or EKAM CONVERGENCE UserManual available on website.

VI. The details of duties and obligations of the multi-system operator or its linked local cable operator and rights and duties of the subscriber as specified in these regulations.

The obligations of EKAM CONVERGENCE Private Limited and its associated Linked Cable Operators (LCOs) are given below:

- 1. EKAM CONVERGENCE should act immediately on the applications received by it for seeking connection, disconnection and reconnection or shifting of Cable Tv connection or intending to obtain or return Set Top Box at a place located within the area of operation of EKAM CONVERGENCE or its LCOs immediately but not later than 2 days of the receipt of the application. However, if any shortcoming or deficiency in the application is observed, the same will be communicated in writing to the applicant within 2 days of receipt of the application.
- 2. In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the applicant, EKAM CONVERGENCE or its LCOs will inform the applicant within 2 days of receipt of application indicating the reasons.
- 3. EKAM CONVERGENCE or its LCOs should give a prior notice of 15 days to the consumers if it takes off the air or discontinue exhibition of any channel on its network. However, no notice is required if the discontinuation happens because of any natural calamities or reasons beyond the control of EKAM CONVERGENCE
- 4. EKAM CONVERGENCE or its LCOs should give a prior notice of 3 days to the consumers if any facilitative maintenance work is carried out which cause disruption in signals up to 24 hours or aprior notice of 15 days if such disruption is likely to last more than 24 hours.
- 5. EKAM CONVERGENCE should provide a Manual of Practice and Consumer Charter to



the consumers at the time of subscription of service.

- 6. EKAM CONVERGENCE should give a prior notice of 15 days to the consumers if it takes off the air or discontinue exhibition of any channel on its network. However, EKAM CONVERGENCE shall not be required to give any notice if the discontinuation happens because of any natural calamities or reasons beyond the control of EKAM CONVERGENCE.
- 7. EKAM CONVERGENCE should redress the complaints of consumers within the time limits and manner as defined in the regulations issued by Telecom Authority of India in this regard. Further, EKAM CONVERGENCE should appoint a Nodal Officer for every State wherein the services are present in conformity with the provisions of law.
- 8. EKAM CONVERGENCE should provide a customer care facility to the consumers to readdress complaintsalong with Web Based Complaint Monitoring System.
- 9. EKAM CONVERGENCE should offer minimum 100 Free-To-Air channels in the form of Basic Service Tier package to the consumers as required under the relevant regulations.

The subscribers/ consumers are entitled to the following rights as specified under the relevant regulations issued by Telecom Regulatory Authority of India and other rights as may be available to them:

- The Consumers are entitled to subscribe to the Basic Service Tier (a package composed of minimum 100 Free-To-Air channels) and/ or any other package/ bouquet as may be offered by EKAM CONVERGENCE from time to time. Further, the Consumers can subscribe the channels from EKAM CONVERGENCE on a-la-carte basis.
- Consumers who have submitted complete applications to EKAM CONVERGENCE or its LCOs are entitled to receive the cable services from EKAM CONVERGENCE provided there is not any technical, operational limitation and the consumers satisfy and adhere to the terms & conditions, requirements etc laid down by EKAM CONVERGENCE and its LCOs for providing cable services.
- 3. Consumers shall be entitled to receive a prior notice of 15 days before disconnection of cable services along with reasons. The consumers shall be entitled to receive a prior notice of 3 days if any facilitative maintenance work is carried out which cause disruption in signals up to 24 hours or a prior notice of 15 days if such disruption is



likely to last more than 24 hours.

- 4. Consumers shall be entitled to obtain a copy of Manual of Practice and Consumer Charter at the time of subscription of service from EKAM CONVERGENCE and its LCOs.
- 5. Consumers are entitled to receive a prior notice of 15 days if EKAM CONVERGENCE takes off the air or discontinue exhibition of any channel on its network. However, EKAM CONVERGENCE shall not be required to give any notice if any discontinuation happens because of any natural calamities or reasons beyond the control of EKAM CONVERGENCE
- 6. Consumers are entitled to approach the customer care team of EKAM CONVERGENCE and its LCOs for redressal of complaints. The complaints should be readdressed by the said team within the time limits and manner as defined in the regulations issued by Authority in this regard. Additionally, consumers can approach the Nodal Officers appointed by EKAM CONVERGENCE for every State where services are present in case the consumers are not satisfied with the solution provided by customer care team.



7. Consumers can opt for any of the Standard Tariff Package Scheme prescribed under the regulations/ orders issued by Authority and any other scheme/ tariff packag





