

MANUAL OF PRACTICE



YOU BROADBAND & CABLE INDIA LIMITED

ADDRESSES FOR ALL CIRCLES

http://www.youbroadband.in/contactus/help_office.php

Product and Service Provided: -

Broadband plans

<http://www.youbroadband.in/homeuser/plans.php>

VOIP

<http://voip.youbroadband.in>

VAS

Games <http://www.youbroadband.in/yourspace/funzone/funzone.php>

Learn <http://itapps.yotele.com:8100/default/24x7guru/html/index.jsp>

Shop <http://www.youshop.in>

Service Coverage: -

<http://www.youbroadband.in/homeuser/apply-connection.php>

Contact Points for Broadband Customers: -

http://www.youbroadband.in/contactus/help_office.php

Circle Email Call Centre Fax Nos No.

Ahmedabad YOU Broadband & Cable India Limited Sarthik Building 2ND Floor, Near Fun Republic, Ramdevnagar, Ahmedabad - 380015 Call Center - 98983 77898 Phone: 079-26925969 Fax : 079- 26926362 Email: customercare.ahm@youbroadband.co.in	Bangalore YOU Broadband & Cable India Limited #30, Scotts Annexe, 4th Floor Infantry Road Bangalore - 560 001 Call Center - 98808 77898 Phone: 080-40780000 Fax: 080-40020199 Email: customercare.bng@youbroadband.co.in
Chennai YOU Broadband & Cable India Limited "Viki" Old No.3, New no 5Haddows Road, 1st street, Chennai - 600006 Call Center - 98403 77898 Phone: 044-42288200 Email: customercare.chn@youbroadband.co.in	Gurgaon YOU Broadband & Cable India Limited 1st Floor, Time square, B-block, Sushant Lok-1, Gurgaon, Haryana - 122001, Call Center - 98181 77898 Phone: 0124-4075501-05 Email : customercare.gur@youbroadband.co.in
Hyderabad YOU Broadband & Cable India Limited 3rd Floor, Gowra Plaza, S.P. Rd., Begumpet, Secunderabad - 500003 Call Center - 98660 77898 Phone: 040-66444455 Fax : 040-66493544 Email: customercare.hyd@youbroadband.co.in	Mumbai YOU Broadband & Cable India Limited Plot No 54, Marol Co-op Industrial Area, Makwana, Off AndheriKurla Road, In the lane of Shemaroo, Mumbai 400059, Maharashtra, India Call Center - 98925 77898 Phone: 022-40190000 Fax : 022-40190155 Email : customercare.mum@youbroadband.co.in
Navi Mumbai YOU Broadband & Cable India Limited Plot No.11, First Floor, Crown Plaza, Near Panchali Furniture, Danabunder Road, Sector 19C, Vashi, Navi Mumbai - 400 705. Call Center - 98925 77898 Phone: 022 - 27880164, 27880162, 41707500 Fax : 022 - 27802456 Email: customercare.vsh@youbroadband.co.in	Pune YOU Broadband & Cable India Limited 107 Zenith Complex, Tanajiwadi Road, OppKrishiBhavan, Shivajinagar, Pune - 411005 Call Center - 98925 77898 Phone: 020-66442700 Fax : 020-56028556 Email : customercare.pun@youbroadband.co.in
Surat YOU Broadband & Cable India Limited 2nd & 3rd Floor, IqaraCentre,Adajan - Hazira Road, Surat - 395009. Gujarat, Call Center - 98983 77898 Phone: 0261-2789500 Fax : 0261-2789501 Email: customercare.srt@youbroadband.co.in	Vadodara YOU Broadband & Cable India Limited 3rd Floor Sapphire Complex, Beside Tube Company, Old Padra Road, Vadodara Call Center - 98983 77898 Phone: 0265-2344325 Fax : 0265-2344326 Email: customercare.vad@youbroadband.co.in
Vishakapatnam YOU Broadband & Cable India Limited 3rd Floor, EshwarMadhav mansions 47-11-11, 1st Lane, Dwarakanagar Vishakapatnam - 530 016 Call Center - 98660 77898 Phone: 0891-6670100 Email : customercare.vzg@youbroadband.co.in	

Terms and Conditions: -

1.

Definitions

(a)

"Appellate Authority" means one or more persons appointed as appellate authority under Telecom Consumer Protection and Redressal of Grievances Regulations, 2007(3 of 2007).

(b)

"Charges" or "Tariff " shall include all fees, charges/tariffs, deposits, rentals and interconnection costs and includes any other incidental charges relating thereto chargeable by YOU Broadband from time to time for providing the customer with the Service/s and shall include all Government levies (present and future).

(c)

"Customer" shall mean the individual or entity or person who or which has applied for provision of the Service/s vide the accompanying CAF.

(d)

"Designated Service Provider" shall mean any individual or legal entity designated by YOU Broadband to provide the Service/s (or any of them) or to discharge obligations hereunder or to exercise YOU Broadband's rights hereunder and shall include the successor/s and permitted assign/s of such individual or legal entity to the extent permitted under License.

(e)

"DoT" means Department of Telecommunications, Ministry of Communications, and Government of India and includes its successors-in-interest.

(f)

"Equipment" shall include any instrument, subscriber terminal, network interface unit (NIU) and any attachments/accessories thereto (or any of them), necessary for connecting to the Network in order to avail of the Service/s.

(g)

"Government" shall mean Government of India and/or a State Government, any Local Authority, Cantonment Board, Telecom Regulatory Authority of India, Courts of law or other judicial/quasi-judicial forums, as the case maybe, and shall include their successors-in-interest.

(h)

"License" shall mean the license granted by DoT to install and operate the Service/s (or any of them).

(i)

"Network" shall mean the broadband network and other equipment/software used by YOU Broadband to provide the Service/s and shall include telephone exchanges, base stations, microwave and land-line links.

(j)

"Other Service/s" means any service/s that is additional to the Service/s including but not limited to content and data service/s, billing and collection.

(k)

"Service/s" shall mean all the broadband service/s and other value added service/s made available by YOU Broadband through its Network, including voice communication service/s, and any Other Service/s.

(l)

"Service Area" shall mean the geographical area within which YOU Broadband is licensed to offer the Service/s under License.

(m)

TRAI means "Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997.

(n)

"TTO" means Telecommunication Tariff Order, 1999 as amended from time to time notified & published in Official Gazette of India by TRAI.

(o)

"Working Hours" are defined as 9:30 – 6:30 excluding Saturday, Sunday and Public holidays.

(p)

"YOU Broadband" shall mean YOU Broadband and Cable India Limited and Designated Service Providers jointly and severally (depending upon the context in which it is used) and shall be deemed to include successors-in interest and assigns of YOU Broadband and/or Designated Service Providers.

2.

Provision of Service/s

YOU Broadband will make best efforts to provide to the Customer the Service/s within the Service Area subject to:

- These Terms and Conditions,
- Provisions of the License,
- Any directions or orders or regulations issued by DoT, TRAI, Government, courts, judicial forums and other statutory authorities from time to time, and
- Any policies and/or rules/regulations adopted by YOU Broadband from time to time with regard to operation and maintenance of the Network and provision of the Service/s. You reserves the right to accept or reject, at its discretion, the Customer's application for provision of Service/s made vide the accompanying CAF. YOU Broadband shall orally communicate to the customer, acceptance of the said application.

3. Service Conditions

a) The availability, accuracy and quality of the Service/s may be affected by factors outside YOU Broadband control including but not limited to physical obstructions, availability or performance of network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in other broadband networks to which the network is connected, non-receiptor delay in receipt of suitable right of way and damage or modifications to equipment.

b) The Service/s may be suspended in whole or in part at any time, without notice, if the Network fails or requires modification or maintenance. YOU Broadband will make all reasonable efforts to minimize the frequency and duration of such events.

c) The allotment of the Customer ID will be made, and can be changed from time to time, by YOU Broadband at its sole discretion. Customer shall have no proprietary right or other interest in the ID allotted to the Customer.

d) YOU Broadband will not be liable to provide the same ID in case of loss of the Equipment/hardware.

e) YOU Broadband has the sole right and discretion to revise the Charges at any time on reasonable notice to the Customer/delivered in such manner as YOU Broadband deems fit.

f) YOU Broadband reserves the right to apply a credit limit and specify other conditions for Charges incurred by the Customer and to demand interim or advance payment or deposits/additional deposits, and to suspend or disconnect access to the Service/s if such limits are exceeded or such conditions are violated.

g) YOU Broadband reserves the right to vary the bill cycle for the Charges from time to time.

h) YOU Broadband has the right to check the credentials of the Customer including the Customer's financial standing and to avail the services of any person or agency for such purposes. Obligation of YOU Broadband to provide the Service/s (or any of them) shall always be subject to verification of the Customer's credentials and documents and if at any time, any information and/or documents furnished by the Customer is/are found incorrect or incomplete or suspicious, YOU Broadband shall be entitled to suspend/terminate the Service/s forthwith without any notice.

i) YOU Broadband reserves the right to initiate appropriate legal proceedings in case of breach of any of these Terms and Conditions by the Customer (including non-payment of Charges and dishonor of payment instruments furnished by the Customer against his dues).

j) Any waiver, concession or extra time period allowed or granted by YOU Broadband to the customer is limited to the specific circumstance in which it was given and the same shall not affect YOU Broadband's under these Terms and Conditions.

k) YOU Broadband may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Service/s in whole or in part at any time if so directed by any statutory authority or judicial forum or without assigning any reason whatsoever.

l) To the extent permitted under License, YOU Broadband shall be entitled to designate a third party for discharging

YOU Broadband's obligations (or any of them) and/or for exercising YOU Broadband's rights (or any of them) arising pursuant to these Terms and Conditions. YOU Broadband shall also be entitled to assign its rights and/or obligations hereunder (or any of them) to a third party at any time without being liable to obtain any consent from or to give any notice to the Customer.

m) YOU Broadband reserves the right to amend these Terms and Conditions (or any of them) and/or to separately specify additional conditions from time to time at its sole discretion without providing any notice to the Customer.

n) Any and all information (including that pertaining to the Customer or his business) provided by the Customer to YOU Broadband or gathered by YOU Broadband & Cable India Limited independently of the Customer may be disclosed by YOU Broadband & Cable India Limited to any statutory authority or any other entity/individual whether or not YOU Broadband & Cable India Limited provides the Service/s to the Customer.

o) YOU Broadband & Cable India Limited shall be entitled to adjust/set-off deposits/payments made by the Customer against any Charges outstanding towards YOU Broadband & Cable India Limited. Similarly, YOU Broadband & Cable India Limited shall be entitled to adjust/set-off any amounts payable/ refundable by YOU Broadband & Cable India Limited to the Customer against any amounts which, in the opinion of YOU Broadband & Cable India Limited, are payable by the Customer to YOU Broadband & Cable India Limited Services or on any other account whatsoever. Such adjustments/set-offs may be made by way of deductions and/or forfeiture of any deposits/additional deposits/advances and/or any other manner as YOU Broadband & Cable India Limited may, at its sole and absolute discretion, deem fit.

p) YOU Broadband & Cable India Limited has signed/is required to sign reciprocal agreements with other telecom service providers according to which YOU Broadband & Cable India Limited would not provide new connection to any person who is in arrears with any other service provider and whose line has been suspended by such other service provider. If such person is already a Customer of YOU Broadband & Cable India Limited, YOU Broadband & Cable India Limited upon request by such other service provider, would be required to terminate provision of Service/s to such Customer even though such Customer has been paying YOU Broadband & Cable India Limited's Charges regularly and has been otherwise in compliance with the provisions of these Terms and Conditions. YOU Broadband & Cable India Limited however, will not be liable for any costs, damages or losses in case of termination/deactivation of Service/s as aforesaid.

q) The Customer is granted a personal non-transferable license to use the software loaded on the Equipment used/to be used for availing the Service/s. The license shall be royalty free unless otherwise specified by YOU Broadband & Cable India Limited and shall be revocable at YOU Broadband & Cable India Limited's sole discretion in case, in the judgment or opinion of YOU Broadband & Cable India Limited, the Customer attempts to or actually does modify, recompile, disassemble, reverse engineer, erase, decode, temper or otherwise alter the software or in case the Customer commits a breach of any of these Terms and Conditions.

r) The Customer shall be entitled to use the software loaded on the Equipment only for the purpose of accessing broadband services provided by YOU Broadband & Cable India Limited and shall not be entitled to use it for any other purpose (including accessing telecommunication services provided by third parties except as permitted by YOU Broadband & Cable India Limited).

s) YOU Broadband & Cable India Limited reserves the right to replacement based on internal customer segmentation norms, which would be defined and described to the customer on a case-to-case basis.

t)

Contention ratio being maintained for the Current Quarter (Apr 10 - Jun 10)

Sr	Services	BW Plans	Max contention ratio for home user	TRAI Bench Mark for home user	Max contention ratio for business user	TRAI Bench Mark for business user
1	Dial up	Not offered				
2	Broadband	Usage Based	1:40	1:50	1:25	1:30
		Unlimited	1:30	1:50	1:20	1:30
3	High BW services	As per the order and SLA				
4	Leased Lines					

4.Obligations of the Customer

a) The Customer shall be liable to make payments for the Service/s on the following basis:

i. That payment will be liable to be made on or before the due date mentioned in the bill failing which interest up to 18% per annum and/or late fees shall become chargeable on all outstanding charges for the period from the due date till the date of payment. Further the Service/s (or any of them) shall be liable to be suspended/discontinued/terminated at YOU Broadband & Cable India Limited sole discretion in such an event;

ii. Payments of charges may be made by cash, credit card, crossed cheque, crossed demand draft, or any other mode specified by YOU Broadband & Cable India Limited from time to time. Payments made by cheque are valid subject to realization. YOU Broadband & Cable India Limited shall not be liable for loss of cash or payment instrument unless YOU Broadband & Cable India Limited has issued a receipt for the same to the Customer;

iii. The Customer shall be liable to pay penal charges/fees as may be specified by YOU Broadband & Cable India Limited in case of dishonor of any payment instrument furnished by the Customer besides legal action;

iv. The Customer shall be liable to pay all charges for the Service/s provided to the Customer, the charges as billed or specified by YOU Broadband & Cable India Limited whether the Service/s have been used by the Customer or by anyone else from the Customer's instrument, with or without the knowledge of the Customer, he is liable to pay all charges;

v. In the event of any dispute regarding the charges, the Customer shall be liable to pay charges as billed by YOU Broadband & Cable India Limited pending resolution of such dispute;

vi. The Customer shall be liable to pay for the Service/s provided even if the Customer does not receive the bill/s. YOU Broadband & Cable India Limited shall send the bill/s to the billing address as per YOU Broadband & Cable India Limited's records. It will be the Post-paid Customer's responsibility to make enquiries before the due date for payments in case of non-receipt of bill/s;

vii. The Customer shall be liable to pay and/or bear all the costs for collection of dues, legal expenses, etc. with interest, in case of non-payment of dues or other violation/s of these Terms and Conditions by the Customer, should it be necessary to refer the matter to a collection agency/legal advisor/representative of YOU Broadband & Cable India Limited .

viii. The Customer shall be liable to bear all taxes, duties or levies payable in addition to the charges, including those levied/leviable on this CAF/Terms and Conditions.

ix. The Customer shall not use or cause or allow others to use the service/s for any improper, immoral or unlawful purpose including in any manner, which may jeopardize, affect or impair the operation of the Network and/or provision of the Service/s to the Customer or other Customers of YOU Broadband & Cable India Limited or cause public or private nuisance.

x. The Customer shall use only the Equipment approved for use with the Network by DoT, Government and/or YOU Broadband & Cable India Limited. The Customer shall not without the prior written consent of YOU Broadband & Cable India Limited , install or attach any attachments to the Equipment used/to be used for availing the service/s. The Customer shall not use the Equipment belonging to YOU Broadband & Cable India Limited except for the purposes of availing the Service/s.

xi. The Customer shall comply with all applicable laws, rules and regulations, any instructions issued by the Government, DoT or YOU Broadband & Cable India Limited concerning the Customer's use of the Service/s and procurement of the Equipment including but not limited to relevant tax laws and import control regulations.

xii. The Customer shall not open; repair, replace parts of or otherwise tamper with the Equipment except as maybe specifically permitted in writing by YOU Broadband & Cable India Limited. The safety of the Equipment shall be the responsibility of the Customer. The Customer shall inform YOU Broadband & Cable India Limited immediately and confirm the same in writing if the Equipment is lost, stolen or damaged. Notwithstanding the preceding Clauses, the Customer shall remain liable for all charges incurred until the Service/s provided via the Equipment are de-activated. In such an event, the Customer shall also be liable to make good the loss suffered by YOU Broadband & Cable India Limited as a result of loss, theft or damage to the Equipment.

5. Validity:

These Terms and Conditions shall be subject to the provisions of Indian Telegraph Act of 1885, Telecom Regulatory Authority of India Act 1997, the rules and regulations framed hereunder and other statutes, regulations and rules as prevailing and applicable from time to time besides any other directions/orders from any courts, tribunals, statutory authorities.

6. Limitation of liability:

a) YOU Broadband & Cable India Limited does not guarantee uninterrupted or fault-free working of the Network or the Service/s or Equipment or Software and shall not be liable to

the Customer or to any user or other person for injuries or damages or death resulting from operation of the network/Service/s/Equipment/Software arising due to any events (including but not limited to fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of government authorities, Act of God and causes originating in the facilities or operations of other telecom or allied service providers).

b) YOU Broadband & Cable India Limited specifically set forth in these Terms and Conditions. YOU Broadband & Cable India Limited expressly disclaims all warranties, express or implied, including but not limited to any implied warranty as to merchantability or fitness for a particular purpose.

c) YOU Broadband & Cable India Limited shall not be liable to the Customer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the Equipment or Service/s.

d) Notwithstanding the generality of (b) above, YOU Broadband & Cable India Limited expressly excludes liability for itself and for its Directors and its employees for direct or indirect consequential loss, damage, economic or otherwise, including loss of profits and loss of reputation even if advised of the possibility thereof. YOU Broadband & Cable India Limited expressly excludes liability for libel and/or slander arising out of a message or content received or sent by the Customer via the Network.

e) YOU Broadband & Cable India Limited may at its discretion, send to the Customer through the customer's equipment various information for the Customer using electronic media or otherwise.

f) In the event that any exclusion contained in these Terms and Conditions shall be held to be invalid for any reason, and YOU Broadband & Cable India Limited becomes liable for loss or damage that it may otherwise not have been liable for, such liability shall be limited to refund of any deposits furnished by the Customer after adjusting the Charges due by the Customer.

7. Limitations and Liabilities of customers

a. The Customer shall furnish correct and complete information and documents as required by YOU Broadband & Cable India Limited from time to time.

b. The Customer shall remain liable for the Charges pertaining to the period of provision and suspension of Service/s and thereafter until payment in full is made.

c. The Customer shall inform YOU Broadband & Cable India Limited, in writing, of any changes in the billing address. Any written communication, bill, billing statement or notice issued by or behalf of YOU Broadband & Cable India Limited to the Customer will be deemed as served within 48 hours of posting by ordinary mail.

d. The Customer shall not assign any right or interest in the Service/s provided under these Terms and Conditions without YOU Broadband & Cable India Limited's prior written consent.

e. The Customer shall not transfer or dispose off or create any lien or encumbrance in respect of Equipment belonging to YOU Broadband & Cable India Limited.

f. The Customer shall follow the processes specified by YOU Broadband & Cable India Limited from time to time with regard to the Service/s.

g. The Customer shall inform YOU Broadband & Cable India Limited in writing about any deficiency in Service/s within 7 days of occurrence of such deficiency. YOU Broadband & Cable India Limited shall, upon receipt of complete information about such deficiency, endeavor to get the deficiency rectified.

h. The Customer shall permit YOU Broadband & Cable India Limited and/or its authorized representatives to enter into and remain upon Customer's premises to install, activate, repair, de-install and recover the Equipment used to be used or availing the Service/s and the Customer shall at no cost to YOU Broadband & Cable India Limited, appropriate approvals and consents from third parties wherever necessary for the foregoing purposes.

i. The Customer shall hand over to YOU Broadband & Cable India Limited, possession of Equipment belonging to YOU Broadband & Cable India Limited, which is/was delivered to the Customer or at the Customer's premises at any point of time, consequent to termination/disconnection of Service/s.

j. The Customer shall ensure that the Equipment used for availing the Service/s is not moved or shifted from the premises of installation except with the prior written consent of and after complying with the conditions specified by YOU Broadband & Cable India Limited.

k. The Customer should, if necessary, provide power supply for the functioning of the Equipment. The safekeeping and protection of Equipment shall be the Customer's responsibility.

8. Shifting of premises: Where customer wants to shift in the same premise.

Charges Payable and documents required to be submitted by such customers are hereunder: -

In respect to the same, Subscribers can call the Customer Care Call Center and register their request for relocation

of connection. Our Field Staff shall get in touch with the Subscriber to collect the written request, relocation charges of Rs 500 and valid address proof for the new location.

The relocation will be done subjected to feasibility and the changed address shall reflect from the next bill.

9. Suspension/Disconnection/Termination:

a) Notwithstanding anything contained herein, YOU Broadband & Cable India Limited shall be entitled to suspend/disconnect/terminate the Service/s (whether fully or partially and whether temporarily or permanently) if:

i. The Government or the Authority either suspends, terminates or takes over the License or the Service/s temporarily or otherwise;

ii. At any time the Customer fails to satisfy the requisite credit checks or provides incorrect or misleading information (whether or not with a fraudulent intent);

iii. The Customer fails to pay Charges due;

iv. The Customer is in breach of any other provision of these Terms and Conditions.

v. The provision of Service/s (or any of them) to the customer adversely affects the Network or Equipment of YouTelecom or the provision of Service/s to other customers or if any approvals/consents/permits which are necessary for facilitating provision of the Service/s to the Customer are revoked, discontinued or suspended;

vi. If the Customer is declared insolvent, bankrupt or is liquidated or dissolved;

vii. If a Trustee or receiver is appointed to take over the assets of the Customer;

viii. If the Government or Authority requires any of these Terms and Conditions to be revised in such a way as to cause significant adverse consequences to YOU Broadband & Cable India Limited .

b) Termination/Disconnection/Suspension of the Service/s pursuant to any provisions set forth herein shall be without prejudice to, and in addition to any right or remedy available to YOU Broadband & Cable India Limited under any applicable law or statute.

c) In the event of the termination/disconnection/suspension of the Service/s for any reason whatsoever, YOU Broadband & Cable India Limited shall be entitled to recover all outstanding Charges.

d) Any reconnection of Service/s shall be done at the sole discretion of YOU Broadband & Cable India Limited and upon payment of charges and fulfillment of other conditions as specified by YOU Broadband & Cable India Limited.

e) Customer shall remain liable for the Charges during the period of suspension of Services.

10. "Severability & Jurisdiction" in the event of any provision/s of these terms and conditions being held to be invalid, illegal or unenforceable by any court or other forum / statutory authority, such provision shall stand severed from the other provisions of these Terms and Conditions and shall be deemed to be expunged. The invalidity, illegality or enforceability of such provision shall not in any manner affect or impair any other provisions of these Terms and Conditions and these Terms and conditions shall be henceforth construed as if such invalid, illegal or unenforceable provisions were never contained herein. Any disputes, differences and legal proceedings arising or initiated in connection with these Terms and Conditions or with the provision of Service/s shall be subject to the exclusive jurisdiction of the court/s situated in the city/town in which the main Circle Office of YOU Broadband & Cable India Limited administering the Customer's connection/s provided pursuant to the accompanying CAF, is situated.

11. Modes through which a customer can communicate his/her complaints

~ **Call centre**– A number where a customer can call any time of the day. The customer will register the complaint and Customer Care will provide Customer with a unique complaint identification number called docket number, date and time of registration of complaint and also feedback, on the time within which complaint would be resolved, will be provided to the customer. Where the complaint relates to the disruption of services and/or disconnection of services, it shall be redressed within 3(three) days from the date of registration of complaint.

Where the complaints relates to any other grievance other than the type of complaint mentioned herein above, all such complaint shall be redressed within 7(Seven) days from the date of registration of complaint.

~ **Emails** – Customers can also e-mail their complaint. On the receipt of such complaint through e-mail, complainant will be intimated its unique complaint number (docket number), which will be communicated within 4(Four) hours of receiving the complaint and, will also feedback, on the time within which complaint would be resolved be provided to the customer.

~ **Faxes:** - Customers can also fax their complaint. On the receipt of such complaint through Fax, complainant will be intimated its unique complaint number (docket number), which will be communicated within 4 hours of receiving the complaint and, will also feedback, on the time within which complaint would be resolved be provided to the customer.

~ **Walk-in outlets:** -All complaints will be resolved within 3(Three) days of receipt. Billing complaints may take maximum take up to 4 weeks to be resolved. In case the problem is not resolved within the stipulated time or the customer is not satisfied with the resolution provided he/she may escalate the complaint to the **Nodal officer** via. Email, Facsimile, phone call or web based online filing of complaint or through short message service or through other electronic means. Customer will get a revert regarding the complaint number within 3 days and the resolution within 10 (ten) days from the date the complaint was registered with the Nodal officer. However in case of complaints related to fault or disruption of service or disconnection of service shall be redressed within 3 (three days) from the date of registration of complaint.

The Nodal officer shall after taking the remedial measure for redressal of the grievance or decision thereon, intimate within the time limit specified above, the remedial measure or decision taken, to the customer. In case the customer is not satisfied with the redressal of his grievance by the nodal officer or his complaint remains to be redressed or no reply is received within the above mentioned specified period, such consumer may, in writing, make an appeal to the **Appellate Authority** (to be appointed by YOU Broadband & Cable India Limited) for redressal of his grievance. Every appeal to the Appellate Authority shall be made in duplicate, in the form attached hereto. Every such appeal shall be filed within 3 months after the expiry of the time limit of 10 days.

Provided that the Appellate Authority may entertain any appeal after the expiry of the three months but before 1 year from the time limit specified if it is satisfied that there was sufficient cause for not filing it within that period.

The Appellate Authority shall decide every appeal within 3(Three) months from the date of filing the appeal pass an order for disposal of the appeal. YOU Broadband & Cable India Limited shall, within 15(Fifteen days) from the date of the receipt of the order, comply with the order of Appellate Authority and report immediately compliance thereof to the Appellate Authority.

Note: An attachment (relating to Broadband services) to the Manual containing text of Quality of Services.

For details on TRAI Regulation on Consumer Protection you may visit TRAI website at: www.trai.gov.in

or

<http://www.trai.gov.in/trai/upload/Regulations/67/regulation15jun07.pdf> For knowing further details on CustomerCare, Nodal Officers, Appellate Authority and most competitive tariff plans you may visit our website at <http://www.youbroadband.in>

FORM

(See regulation 11 of the of Telecom Consumers Protection and Redressal of Grievances Regulations, 2007}Appeal under regulation 11 of the Telecom Consumers Protection and Redressal of Grievances Regulations, 2007 to the appellate authority appointed by YOU Broadband & Cable India Limited , Plot No 54, Marol Co-operative industrial area, Makwana, Off Andheri Kurla Road, Andheri East-(E) Mumbai- 400059

1. The Name, Address, Telephone Number, Facsimile number and the e- mail address of the Appellant.
2. Telephone Number or Cellular Mobile Telephone Number or Broadband Connection Identity, as the case may be, for which appeal is filed
3. The name of the city /district of the origin of complaint
4. The name of the State or licensed service area, as the case may be, of the origin of complaint.
5. Nature of Complaint (specify, whether complaint relates to Provisioning/Activation/Billing/ Fault-Repair/Service disruption /disconnection of service/ Value Added Service / Closure / Termination or specify if any other).
6. The docket number allotted by the Call Centre at the time of lodging complaint under clause (a) of subregulation(1) of regulation 4 and date of lodging the complaint with the Call Centre.
7. The unique complaint number communicated by the Nodal Officer under clause (c) of regulation 8, and date of lodging the complaint with the Nodal Officer.
8. Date of decision of the Nodal Officer and decision intimated by the Nodal Officer

Form for verification

I, _____ (name in full and in block

letters), the appellant, son/daughter of _____ do hereby

declare that to the best of my knowledge and belief, the information given in this appeal

and the annexure and statements accompanying the appeal are correct, complete and truly

stated.

Signature of appellant

(Name of appellant).....

(Specify status of the appellant, whether a company/firm/society/ individual/ others)

Note1. The Form of appeal, grounds of appeal and the Form of verification appended shall be signed by the appellant.

Note2. The appellant shall submit in duplicate the appeal in this Form.

SCHEDULE

(See regulation 5)

Service Parameters and Time Limit for Service Request or Redressal of Complaint of Telecom Consumers by Call Centres

Broadband Service:

Serial Number (1)	Service Parameter (2)	Time Limit for service request or redressal of complaint (3)
(i)	Service Provisioning /Activation Time	All cases within fifteen days (subject to technical feasibility).
(ii)	Fault Repair / Restoration Time	Within three days
(iii)	Billing Performance (a) Percentage of Billing Complaints resolved. (b) Time taken for refund of deposits after closure	(a) All billing complaints to be resolved within four weeks. (b) All cases of refund of deposits to be made within sixty days after closure.

Details of Nodal Officers

[Service Area Name , Address and Contact details of Nodal Officers](#)

<http://www.youbroadband.in/contactus/nodal-authority.php>

Details of Appellate Authorities

[Service Area Name , Address and Contact details of Appellate Authorities](#)

<http://www.youbroadband.in/contactus/appellate-auto.php>

END
