

IINET GROUP CRA – IPTV SERVICE DESCRIPTION

Our Customer Relationship Agreement
IPTV SERVICE DESCRIPTION

iiNet Limited ACN 068 628 937

Phone: 1300 701 006

Email: fetchtv@iinet.net.au

Westnet Pty Ltd ACN 086 416 908

Phone: 1300 786 068

Email: support@westnet.com.au

TransACT Victoria Communications Pty Limited ACN 063 024 475

Phone: 13 30 61

Adam Internet Pty Ltd ACN 055 495 853

Phone: (08) 8434 4000

1/502 Hay Street, Subiaco WA 6008

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 15 of this Service Description.

1. ABOUT THE IPTV SERVICE DESCRIPTION

Our Customer Relationship Agreement

1.1 This is the IPTV Service Description of our CRA under which we supply a digital television service to you over the internet (**Service**) to you. The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the IPTV Service.

Service Options

1.2 The Service comprise of iiNet TV with Fetch, which is the base IPTV Service, on which you can add any one or more of the following Service Options:

- (a) Ultimate Pack;
- (b) Add-on Subscription Packs (Kids, Vibe, Variety and Knowledge Packs);
- (c) World TV Packs and the beIN Sports Pack;
- (d) Movie Store and TV Store (Electronic Sell Through – EST); and
- (e) Multiroom

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2. THE IPTV SERVICE

What is the IPTV Service?

- 2.1 IPTV is a Service through which digital television is delivered over the Internet to a Premises in Australia, and may include services such as live television, time-shifted programming, Video On Demand Content and interactive applications. The Service is accessed using a Set Top Box.

Contract Term

- 2.2 Unless you withdraw your Application in accordance with clause 5.4, your agreement with us (our CRA) commences when we accept your Application.
- 2.3 We will provide, and you must acquire, the Service in accordance with our CRA for at least the Contract Term specified in your Application. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. ELIGIBILITY FOR THE IPTV SERVICE

Service Qualification

- 3.1 To be eligible for the Service, you must meet the Service Qualification requirements (see clauses 3.3 to 3.15) before we can accept your Application. If you do not meet these requirements, you will not qualify for the Service. These requirements may change from time to time (we will notify you in accordance with clauses 1.3 to 1.8 of the General Terms).
- 3.2 You must have approval from the owner of the Premises to install the Service.

Modem Qualification

- 3.3 In order to receive the Service you must use a compatible modem. You may need to purchase a compatible modem from us as part of your Broadband Service.

Your Broadband Connection Qualification

- 3.4 Your Broadband Service must be supplied by us and must:
- (a) be HLS compatible, that is, any ADSL1, ADSL2 or Naked DSL, VDSL, NBN service (FTTP, FTTB/N, HFC or NBN Fixed Wireless);
 - (b) be capable of speeds greater than 3.5 Mbps for the base iiNet TV with Fetch service (and incremental 3Mbps for any subsequent Service Options added to your subscription); and
 - (c) meet any other service qualifications that we may consider necessary.
- 3.5 Qualification of your Broadband Service can only be estimated at the time of your Application and is subject to a full Serviceability Check upon activation of the broadband connection.

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Equipment Connectivity Qualification (Generation Three Set Top Boxes)

WiFi

- 3.6 Generation Three Set Top Boxes come with built in Wi-Fi connection (802.11 b/g/n/ac, 2.4GHz/5GHz). You will be able to use this option if your modem is not close to your TV and you have reliable Wi-Fi in the room where your TV is. Where a reliable WiFi connection is not available alternative connection options are outlined below in 3.7 to 3.8.

Ethernet

- 3.7 This is the most reliable connection option if you can run the supplied 1.5-meter Ethernet cable directly from your modem to your Set Top Box. For greater distances, you can use your own Ethernet cable, but you are responsible for any equipment supplied by you.

Power Line Converter

- 3.8 If the distance between your modem and the Set Top Box is greater than 1.5-meters, and the room where your TV is does not have a reliable Wi-Fi connection, you may use a Power Line Converter. You can purchase a Power Line Converter from us or you can use your own Power Line Converter, however you are responsible for any equipment supplied by you.

- 3.9 In order to ensure your cabling configuration is correct and meets the requirements for Service Qualification you may use, at your own discretion and cost, a professional cable installer.

Important information about Power Line Converter

- 3.10 A Power Line Converter may be less effective in homes with multiphase wiring. Your modem Power Line Converter and your Set Top Box Power Line Converter must be on the same phase.
- 3.11 The use of other electric household items can have an impact on your electrical circuit and may degrade the quality of the Service.

Television Qualification

- 3.12 The Television that you intend to use with the Service must have a spare HDMI for the Set Top Box.

Digital Free to Air Qualification

- 3.13 Digital Free to Air channels are accessed via an external antenna connection, provided by you. To qualify for the Service, your digital free to air reception must meet the required standard. The quality of your free to air reception may vary, and accessing these via the Service may not improve this quality. If the reception of your free to air needs to be improved, you will need to arrange this at your own cost (for example, repositioning of the antenna, installing an amplifier, installing new cabling or upgrading your antenna).

Expected Line Capacity

- 3.14 We will need to test the capacity and stability of your line to determine whether you qualify for the Service.

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Serviceability Conditions

- 3.15 The Service is only available if your Premises meets the following conditions (which may change from time to time):
- (a) the capacity of your Broadband Service must meet the minimum requirements to support the Service;
 - (b) the line attenuation of your Broadband Service must meet the minimum requirements; and
 - (c) you have the correct and working equipment required for the Service (for example, Television, appropriate modem, adequate supply of electricity).
- 3.16 If at any time you no longer meet the Service Qualifications, we may restrict your access to, suspend or cancel the Service in accordance with clause 10.1.

Customer experience of HLS technology

- 3.17 Regardless of the capacity of your Broadband Service, you will receive your Service via HLS technology.
- 3.18 IPTV delivered via HLS traffic is not prioritised over general data. This means that video quality of the Service delivered via HLS technology could be affected by general bandwidth use of the Broadband Service. The video quality rate shifts automatically depending on the available bandwidth at the time of streaming. If there is not sufficient bandwidth to maintain a video stream, the stream will cease and a message will be displayed On-Screen notifying you that there is currently not enough bandwidth to maintain streaming.

4. EQUIPMENT

The Equipment

- 4.1 To use the Service you must have a Television, modem, Broadband Service, Fetch TV Equipment and associated Cabling. The Fetch TV Equipment are supplied with the Service and does not include any other equipment such as modem, Television or other display screen, or Power Line Converter
- 4.2 When we accept your Application, we will order and deliver the equipment specified in your Application. We may delay delivery until all of the equipment in your Application are available and can be delivered as a single package to the address nominated in your Application.
- 4.3 You agree that from time to time, we may require access to the Fetch TV Equipment for any reason relating to this Service including, but not limited to, inspecting the Fetch TV Equipment, installing or maintaining additional equipment and to provide technical support to you.

Installation

- 4.4 You will need to have pre-installed any hardware associated with your Broadband Service before you can receive the Service.
- 4.5 Installation of the Fetch TV Equipment and any associated hardware is your responsibility. You must install the Fetch TV Equipment and hardware according to the instructions provided. You must activate your Service before the Service will work.

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Activation

- 4.6 The Service charges will accrue from Service Commencement Date which is the earlier of the date that you activate the Service by following the On-Screen instructions, and the date you access the Service through the Fetch TV Mobile Companion.
- 4.7 Upon activation, we will perform a diagnostic test. We record the result of that diagnostic test for the purpose of providing you with technical support.
- 4.8 You or any other person you allow or authorise to use the Fetch TV Equipment must:
- a) use the Fetch TV Equipment in accordance with the instructions provided with the Equipment, this CRA and any other reasonable instructions we provide from time to time;
 - b) maintain the Fetch TV Equipment in good, usable condition (fair wear and tear excepted) at all times whilst in your possession or control; and
 - c) not connect to, use or authorise the use of any equipment or device which may split, record, re-encode or affect the Fetch TV Equipment or the Service; and
 - d) not tamper, override or interfere with any copyright protection device or process that we or our Supplier use in connection with the Fetch TV Equipment or the Service;

5. TERMS APPLICABLE TO ALL IPTV SERVICES

General Terms & Conditions

- 5.1 You must be at least 18 years of age to apply for the Service. Your Application must pass a Serviceability Check before it is accepted by us.
- 5.2 The Service will be delivered to your Premises which must be in Australia.

Licence to use

- 5.3 Your use of any Software provided by us is subject to the terms and conditions of any end user licenses or other agreements which are required by the owners of the Software and that we have brought to your attention at the time of your Application or via the Service.

Withdrawing an Application

- 5.4 If you have not already activated the Service, you can withdraw your Application by making a request to us within 21 days of the date of your Application.
- 5.5 You cannot withdraw your Application if you have already activated the Service. You can request to cancel the Service under 10.3 to 10.5.
- 5.6 If your request to withdraw your Application is accepted by us, you will still be charged for the Fetch TV Equipment unless it is returned to us in as new condition within 21 days. Where we receive the returned Fetch TV Equipment in as new condition, we will refund the cost of the hardware, minus any associated delivery and return costs.

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Recordings

- 5.7 Recording only applies if your equipment supports the recording of content. You acknowledge and agree that:
- a) Some interactive material on the service may not be recordable;
 - b) You may only use the recording functionality of the Equipment for the purpose of viewing programs at your Premises at a more convenient time;
 - c) Any programs that you have recorded to your Equipment may be erased and irretrievable from the Equipment for any reason including, without limitation, in circumstances of severe weather and or power surges;
 - d) We or our suppliers may erase any program recorded by you for any reason. This includes, for example, if we are required to do so by our content suppliers or if we need to reformat your Equipment, or if we become aware that you are using the Equipment otherwise than in accordance with this agreement;
 - e) We and our suppliers will not be liable to you for any programs or other personal content that are erased or cannot be retrieved from your Equipment; howsoever caused; and
 - f) We may download content and / or features to your Equipment from time to time. You acknowledge and agree that this may affect the total amount of space available to you for recording programs. We may restrict the ability to record some VOD and pay-per-view programs. Any VOD or pay-per-view programming that may be recorded will be deleted at a time specified by us. You will be notified of the relevant time when you purchase the VOD or pay-per-view program.

Electronic Program Guide

- 5.8 All Content listed in the Electronic Program Guide is the property of us or the Content Supplier.
- 5.9 You must not use the Electronic Program Guide or any part of it for any reason other than for use with the Service. You must not sell, lease, sub-licence, lend, upload, download, communicate or distribute it or any part of it to any other person.
- 5.10 We do not guarantee you the accuracy of any Content, including the Electronic Program Guide. We reserve the right to make changes to the Electronic Program Guide at any time without notice to you, but we will use reasonable endeavours to provide you with as much notice as practicable.

Video on Demand & Pay per View

- 5.11 Video on Demand and Pay per View gives you the ability to rent Content (**Rental Content**).
- 5.12 You will be advised of the cost of the Rental Content at the time of purchase. Once you confirm the purchase you cannot cancel the purchase. However, if the Rental Content is cancelled by us or the Supplier prior to broadcast you will not be charged for that purchase.
- 5.13 Rental Content is only available for the number of view(s) or for the period of time prescribed by that purchase. After that prescribed period or number of view(s), the Rental Content is no longer available unless you re-purchase it.

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- 5.14 Rental Content is streamed to your Set Top Box and may result in data usage. You should refer to your broadband plans to see if this counts towards your monthly data quota.
- 5.15 Pay Per View events are provided by certain PPV Providers available on a pay per view basis from time to time. To access the PPV event, you must pay a specific fee in order to obtain access to view the specific PPV event as a pre-determined time.
- a) Once you have committed to purchase a PPV event, you cannot cancel or reverse the purchase transaction and you will not be entitled to a refund if you decide you no longer wish to access a PPV event. If you purchase whilst the PPV event is live, you can only view from time of purchase. You cannot record or replay PPV events.
 - b) All PPV events are subject to change: PPV events are live events and by their very nature, not only are the outcomes unknown, but neither iiNet, our Wholesale provider nor the PPV Provider can guarantee the appearance of any participant whether advertised as appearing at a PPV event or not. The PPV provider will endeavour to advise subscribers of any changes they become aware of to the advertised line up for a PPV event but as PPV events are live and supplied by 3rd parties the appearance of a particular participant is always subject to change. The PPV Provider reserves the right to discontinue any aspect of the PPV event at any time.
 - c) Your right to access and view PPV events is on the following basis:
 - i. By agreeing to purchase a PPV event you are granted a limited, non-exclusive and non-transferable licence by the PPV Provider to view the PPV event on the Authorised Devices on which you access your Fetch service and other wise subject to the Terms and Conditions which govern your access to and use of Fetch
 - ii. You must not distribute in any medium and part of the PPV event without written authorization from the PPV Provider. Fetch may or the PPV Provider may require Fetch to (or your Internet Service Provider to) immediately terminate your access to the PPV event if, under appropriate circumstances, you are determined to be in violation of the Terms of Use or of any relevant law, rule or regulation or you have engaged in conduct that the PPV Provider or Fetch considers to be inappropriate or unacceptable, at any time, without prior notice and in its sole discretion.

Movie Store and TV Store

- 5.16 You may purchase long term access to certain Content (**Purchased Content**) via the Movie and TV Store for viewing at any time on your Authorised Devices (such as your Set Top Box, or mobile telephones and tablets that uses the iOS or Android operating systems and are registered to your Fetch subscription account).
- 5.17 Purchased Content through the Fetch TV Movie and TV Store is only available to customers of Fetch TV who are in Australia and therefore Purchased Content may not be viewed outside Australia. The IPTV service utilises geo-filtering technology and therefore, if you are located outside Australia, you will not be able to view your Purchased Content or access the Fetch TV Movie and TV Store.
- 5.18 By purchasing Purchased Content from the Fetch TV Store and Fetch TV Movie Store, Fetch TV grants you a limited licence to stream the Purchased Content to your Authorised Devices (in accordance with the Fetch TV Usage Rules) during a period which commences from the date you purchase Purchased Content and concludes with the termination of your Service. This licence is not transferable by you to anyone

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else and is always subject to your compliance with these terms.

5.19 Your licence to access Purchased Content IS NOT PERMANENT OR UNLIMITED. To continue to access your Purchased Content, you must meet the following conditions:

- (a) Your access to the Purchased Content is through the Fetch TV Movie and TV Store;
- (b) Your access to your Purchased Content is subject to you remaining a subscriber to your Service. If your subscriber account is terminated or suspended, you will lose access to your Purchased Content. Even if you start a new account at a later time, you will not be able to access the Purchased Content from your first account, and you acknowledge and agree to this; and
- (c) You understand and agree that the Purchased Content you receive through the service such as movies, images, artwork and other copyrightable materials (**Content**) is licensed by our Content Provider or its affiliates. The Content you receive through the Service, including the copyrights in the Content, are owned by the Content Providers and/or their licensors, and are protected by the copyright laws of the United States, as well as other intellectual property laws and treaties. FetchTV, Content Providers and Content Providers' licensors do not transfer any title, right or interest to or in the Content to you.

Multiroom

5.20 This Service Option allows for up to three Set Top Boxes to be added to a single Broadband Service in accordance with 3.15 under one household account. The Multiroom Service Option requires:

- (a) all associated Set Top Boxes to be at the same physical address and are all located on the same Local Area Network (LAN)
- (b) that you allocate an incremental 3Mbps per device for optimal viewing experience

Standard and High Definition Viewing

5.21 The ability to view Channels in standard or High Definition depends on a variety of factors including:

- (a) the technical capability of your Television;
- (b) the capacity of your broadband connection; and
- (c) the Service Options selected by you.

Interactive Services

5.22 The Service features additional interactive Services that may change from time to time. Interactive Services may be owned by third party providers and as such are subject to the terms of use of the specific interactive Service provider, in addition to the terms set out in this IPTV Service Description. Neither we, nor Fetch TV are responsible for the content made generally available by third parties on the Internet and which may be accessed by you through your use of the interactive Services.

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Digital Free to air channels

- 5.23 To receive all digital free to air Channels your nominated address must be able to receive a digital signal that can be checked at www.freeview.com.au or www.digitalready.gov.au.
- 5.24 Free to air Channels received through the Set Top Box do not form part of the Service and neither we, nor Fetch TV are responsible for the content or reception quality of free to air Channels received.

A-la-carte channels

- 5.25 The iiNet TV with Fetch has access to additional channels for an additional fee as set out in the Pricing Schedule. A-la-carte channels are purchased in 1 month minimum blocks.

Parental Controls

- 5.26 You are responsible for supervising use of the Service to ensure that inappropriate Content is not accessed by minors (under the age of 18 years). Such supervision may include use of parental controls available through the Service. We are not responsible for any inappropriate Content that may be viewed by a minor except to the extent that the viewing results directly from our own negligent act or omission. You acknowledge and agree that Fetch TV also is not responsible for any inappropriate Content that may be viewed by a minor except to the extent that the viewing results directly from Fetch TV's own negligent act or omission.
- 5.27 Some programs require you to enter a Personal Identification Number to access them. Please refer to the On-Screen instructions on how to setup and change your Personal Identification Number as the instructions may change from time to time.
- 5.28 It is your responsibility to keep your Personal Identification Number confidential. We do not accept any liability for the unauthorised use of your Personal Identification Number.

Other information about the IPTV Service

- 5.29 Unless you are on an eligible Broadband Service plan (as detailed on the Website), all IPTV Content related traffic (excluding free to air) is counted towards your monthly download allowance.

How much mobile data is used when I watch a streaming video through Fetch App?

- 5.30 Streaming videos over 3G/4G will count towards your normal mobile data usage. Excess charges may apply when you exceed your monthly quota. Please check your mobile carrier for mobile excess charges.

6. IINET TV WITH FETCH SPECIFIC DETAILS

- 6.1 iiNet TV with Fetch Service features:
- (a) One Digital Free To Air Tuner
 - (b) Electronic Program Guide
 - (c) Video On Demand
 - (d) Interactive Services (a selection of web applications)

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- (e) Multiroom compatibility

Plus these optional Add On Packs for additional interactive applications and Linear Channels:

- (f) World TV Packs and the beIN Sports Pack;
- (g) Ultimate Pack;
- (h) Add-on Subscriptions Pack (Kids, Vibe, Variety and Knowledge); and
- (i) Movie and TV Store

Fetch TV Mobile Companion App

- 6.2 The Service offers a Fetch TV Mobile Companion App on compatible IOS and Android devices. The Fetch TV Mobile Companion App allows control of the Service and a range of features that includes activating the Service, watching Purchased Content, connecting to your Set Top Box and more. Not all Content is available on the Fetch TV Mobile Companion App, and the functionality of the App is subject to change.
- 6.3 Fetch TV grants you a non-exclusive and non-assignable sublicense to stream Content on up to five (5) other, registered Authorised Devices. Fetch TV may also make available the ability to download certain content to your Authorised Devices. You may substitute any one registered Authorised Device for another, up to a maximum of 10 registered Authorised Devices in any 12 month period. You are able to stream Content to one registered Authorised Device at any given time all for personal, non-commercial purposes. The delivery of the Content does not transfer to you any commercial or promotional use rights in the Content. All other rights in the Content are reserved to Content Providers, Content Providers' licensors and the copyright holder(s), and any other use is strictly prohibited.
- 6.4 Streaming channels and movies over 3G/4G will count towards your normal mobile data usage. Excess charges may apply if you exceed your monthly quota. Please check your mobile carrier for mobile excess charges.

7. INTERRUPTIONS

Interruptions to the Service

- 7.1 The Service is delivered over a Broadband Service and will not work if your Broadband Service is not working correctly.
- 7.2 The Service quality may be affected in severe weather conditions including heavy rain, floods, electrical storms, and extreme heat.
- 7.3 If you experience any repeat or prolonged Interruptions to the Service please contact our Customer Service Centre on 13 22 58. You may be entitled to a rebate or refund for the period of Interruption in accordance with clauses 14.4 to 14.8 of the General Terms of our CRA. For the purposes of calculating a reimbursable Interruption, please refer to the Annexure to this Service Description. For the avoidance of doubt, no rebate or refund will be given where it is determined that the Interruption is attributable directly or indirectly to a fault with your particular Set Top Box (if this occurs, you may be eligible to exchange the Set Top Box).
- 7.4 You acknowledge and agree that all exclusions and limitations of liability in this IPTV

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Service Description and our CRA extend to and apply, where applicable, for the benefit of Fetch TV (in addition to us). However, if any extension and application of any of those exclusions and limitations of liability to Fetch TV contravenes any law, regulation or code of conduct, then the benefit of the affected exclusion or limitation of liability only extends to and applies for our benefit.

8. SERVICE CHARGES AND BILLING

Service Charges

8.1 When you submit an Application for the Service (online or by telephone), you are committing to the Contract Term (if any) specified on our Website and in your Application. You must pay the charges for the Service set out in the Pricing Schedule, any other charges set out in your Application, and any fees that may arise under this CRA in accordance with the Pricing Schedule or the General Terms. Early termination fees may apply if you terminate the Service during the Contract Term; details of early termination fees (if any) are available on our website.

8.2 The charges for the Service will depend on the Service Features and characteristics selected by you in your Application.

Billing

8.3 We will bill you, and you must pay for the charges and fees for the Service in accordance with the billing period set out in the Pricing Schedule.

Monthly recurring charges (such as regular monthly access fees) are billed in advance, and usage-based charges (such as VOD) are billed in arrears. We reserve the right to bill in arrears in respect of items that have not been billed in advance (including for VOD services)

You will be charged for any Add-on packs you order at the rate shown on-screen for that order, from the date the Add-on is activated. If the monthly fee applies to your Add-On, you will be charged from the date the Add-On is activated to the end of the existing billing period, plus the next month's fee in advance. After that, monthly fees for Add-Ons will be payable monthly in advance.

Your bill will be electronically mailed to the email address you provide us from time to time via your Application, or updated via the member's section of our Website. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variations to the charges and fees

8.4 We may vary the charges and fees payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of the charges

8.5 Service charges will accrue from Service Commencement Date (see clause 4.6).

Payment

8.6 You must pay the charges and any other applicable fees for the Service:

- (a) by an automatic debit payment from your credit card or nominated bank account; or

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- (b) by an acceptable method as described on your invoice.
- 8.7 If you provide us with your credit card or bank account details for the purposes of paying for the Service, we may:
- (a) charge all Service charges to your credit card or bank account on a monthly basis from the applicable date referred to in clause 8.4;
 - (b) disclose your credit card or bank account details to, and obtain information from, any credit reporting agency or credit card or bank account issuer to verify the credit card or bank account details and perform a credit assessment;
 - (c) take steps to verify that there are sufficient funds available on your credit card or bank account to pay for invoiced charges and fees;
 - (d) charge any Break Fee payable by you to your credit card or bank account immediately when we receive notice of cancellation of the Service; and
 - (e) charge any other applicable fees payable by you to your credit card or bank account immediately upon them becoming payable.
- 8.8 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- 8.9 Subject to your right to later claim a rebate of your charges in certain circumstances pursuant to clause 7.3, you must continue to pay the charges for the Service even if:
- (a) any of the Fetch TV Equipment or associated hardware is not working;
 - (b) you cease using the Service for any reason in circumstances where the Service is available for use; or
 - (c) the Service is unavailable or has limited availability, for an insignificant period due to a network or system outage.

Movie Store and TV Store Credits

- 8.6 We may from time to time offer you an opportunity to rent movies or purchase a specified number of TV episodes without paying the licence fee (**Credit**). Any such Credit is not transferrable, cannot be combined with any other offer and is not redeemable for cash. Specific terms applying to the use of Credits will be disclosed to you at each time of each offer.

9. PRIVACY & USE OF YOUR PERSONAL INFORMATION

Privacy Statement

- 9.1 You acknowledge and agree that: We may collect, use and disclose your personal information:
- (a) in accordance with clause 10 of the General Terms of our CRA and our Privacy Statement, a copy of which is available on our Website;
 - (b) for the purpose of complying with laws and applicable codes of practice, including by disclosing your personal information to regulatory authorities for that purpose;
 - (c) for the purpose of providing you with services ancillary to the Service, such as delivery of the Fetch TV Equipment, installation assistance and billing or technical support;

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- (d) for the purpose of notifying you On-Screen of any technical or billing management issues, including where a component of the Service is metered; and
- (e) by transferring the personal information to Fetch TV on a case by case basis so that it may use the information for one of the purposes listed at subclauses (c) to (d), where applicable.

9.2 Fetch TV may collect, use and disclose your personal information in accordance with the Fetch TV Privacy Statement which you may view On-Screen via the settings menu; and

9.3 We are not responsible for any unauthorised use of your personal information by a third party, including Fetch TV, where you have disclosed that information yourself to the third party, including via your use of the Service (for example, providing your credit card details to obtain goods through the Service). We recommend that you make yourself aware of the third party's processes for handling personal information (by reading their Privacy Statement if they have one), prior to disclosing your personal information.

Viewing Habits Data

9.4 You acknowledge and agree that:

- (a) Fetch TV may collect information from your Set Top Box about your viewing habits such as information that relates to advertising, programming, or other services that are viewed, used or accessed via the Service; and
- (b) Fetch TV may aggregate and disclose Viewing Habits Data to us or other third parties (including for example, businesses that want to advertise via the Service) but this will not include information that identifies you personally to them.

10. SUSPENSION, CANCELLATION AND VARIATIONS TO THE SERVICE

Suspension or Cancellation by us

10.1 We may restrict access to, suspend or cancel the Service:

- (a) in accordance with Clause 12 of the General Terms of our CRA;
- (b) if you fail to meet the Service Qualifications at any time during the Contract Term. If this is directly or indirectly attributed to you it will be treated as an event of suspension or cancellation in accordance with clauses 12.3 and 12.6 of the General Terms; or
- (c) if we terminate an agreement with a wholesale Supplier of the Service. In this circumstance the suspension or cancellation will be treated as an event of suspension or cancellation in accordance with clauses 12.4(b) and 12.6 of the General Terms.

10.2 If we suspend or cancel your Broadband Service your Service will not operate.

Suspension or Cancellation by you

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- 10.3 You may cancel the Service at any time:
- (a) in accordance with Clause 12 of the General Terms of our CRA; or
 - (b) by providing us with 1 calendar month's notice in writing; early termination fees will apply if applicable.
- 10.4 If your Broadband Service is cancelled for any reason your Fetch TV Service will be automatically cancelled and early termination fees (if any) will apply in respect of both the Broadband service AND the Fetch TV Service.
- 10.5 You cannot suspend the IPTV Service.
- 10.6 If your Broadband Service is cancelled the hardware supplied as part of the Fetch TV service will also cease to work. Customers should note that hardware supplied as part of the Fetch TV Service is not transferable to other Fetch Alliance partners.

Variations to the Service

- 10.7 We or our Suppliers may vary the Service from time to time including changing or withdrawing any channel, channel line-up, feature or functionality of the Service. Any variation of the Service will be undertaken in accordance with clauses 1.3 to 1.8 of the General Terms, supplemented by clauses 10.7(b) to 10.11 below.
- 10.8 Where reasonably practicable, we will provide you with at least 30 days' notice in relation to reductions in the channel line-up of a Service Option or withdrawal of other features or functionality of the Service. We will notify you by provide notice of the change on our Website, and one or more of the following methods:
- (a) via the Electronic Program Guide on the Service;
 - (b) mail to the last address you have given us;
 - (c) email to the last address you have given us and provided you have agreed for us to advice you of changes by email; and/or
 - (d) a message on your next bill.

Relocating the service

- 10.8 If you wish to relocate the Service, you must give us 30 days prior notice by calling our customer support, but in any event you must let us know prior to moving or we may treat the move as notice to cancel the Service.
- 10.9 We cannot guarantee that the Service or a particular Service Option will be available at your new address. Your request for relocation is subject to a Serviceability Check and connection costs. If the Service is not available at your new address, your request for relocation will be taken as a notice to cancel the Service. If a Service Option is available at your new address and you decide not to take the available Service Option, your decision will be taken as a notice to cancel the Service.
- 10.10 If your Service can be relocated, within the Contract Term, then the Contract Term will continue at the new address and no Break Fee will apply.

11. CUSTOMER SUPPORT

- 11.1 You can contact us for customer support services 24 hours per day, 7 days per week

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by calling or emailing us.

12. USE OF THE IPTV SERVICE

Acceptable use

- 12.1 The Service is a residential service. It is for private, domestic use only. You must not use it as part of any business purposes.
- 12.2 You must ensure the Service is used in accordance with this CRA and the Copyright Policy, which can be found On-Screen via the “settings” menu.
- 12.3 You must not misuse the Service (**Unacceptable Use**). Examples of Unacceptable Use include but are not limited to:
- (a) using the Service for commercial purposes such as:
 - i. reselling the Fetch TV Equipment or the Service;
 - ii. charging for the use of the Service;
 - (b) displaying the Service in a public viewing area;
 - (c) using any device, software or other mechanism to enable delivery of the Service to more than one Set Top Box from a single subscription; or
 - (d) using the Service in any way which may breach the law or any term of our CRA.

13. CODE OF PRACTICE

- 13.1 The IPTV Service is regulated by the Australian Subscription Television and Radio Association’s Codes of Practice for subscription television. A copy of the code can be obtained at www.astra.org.au or by contacting our customer support.

14. ANNEXURE TO IPTV SERVICE DESCRIPTION

Availability Target and Your Remedy

Please refer to clause 7.3 of the IPTV Service Description.

Table 1: IPTV Availability Target and Your Remedy

| Availability Target | Your Remedy |
|---|---|
| Service availability must meet or exceed 99.0% (as calculated in Table 2) over 1 month period (28 days) at any time | If the Service availability does not meet the availability target, you will be entitled to a rebate of Service charges for the period of low Service availability |

Table 2: Availability Formula

Availability Definition

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Service availability is defined in accordance with the following table where:

- three applications are equivalent to one Linear Channel for the purposes of calculating "total content";
- references to "Set Top Box not operating" are references to the Set Top Box being capable of receiving channels as part of the Service; and
- The "Hours" and "Days" columns refer to cumulative unavailability in the applicable period.

| Cumulative Service availability per month | Categories of Service Unavailability | Maximum hours and days per month the Service may be unavailable without triggering the remedy in Table 1 | |
|---|---|--|------|
| | | Hours | Days |
| 99.0% availability* | 1 – Service unusable : Set Top Box not operating, or a loss of greater than 40% of the total content | 7.2 | 0.3 |
| | 2 – Major fault : Set Top Box still operating but a loss of greater than 20% of the total content but less than 40% | 14.4 | 0.6 |
| | 3 – Minor fault : Set Top Box still operating but a loss of less than 20% of total content | 28.8 | 1.2 |

*Lack of availability due to acts or omissions of end user or individual faulty Set Top Box are not included in this calculation

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15. DEFINITIONS

Add-Ons means the optional IPTV packages that can be added to become part of the Service for an additional fee. You can vary your Add-On's periodically by adding or removing interactive services and certain a la carte content, channels and packages. Add-ons do not include VOD or Purchased Content.

Broadband Service means a high speed internet connection provided by us

Cables or **Cabling** means the device(s) used to connect the Equipment

Channel(s) means either a free to air Channel or a Linear Channel

Content means all content, including audio, video, pictures, graphics, text, data and any other information (other than content made available generally by third parties via the Internet) which is delivered to you through the Service

Copyright Policy means Fetch TV's copyright policy that is found On-Screen

Electronic Sell Through refers to content that is available for purchase such as Rental Content and Purchased Content.

Ethernet Cable means a twisted pair high signal integrity cable

Features means any of the features described in clauses 6 & 7

Fetch TV means our wholesale Supplier of IPTV – FetchTV Pty Ltd [ABN 36 130 669 500]

Fetch TV Equipment is the collective meaning for the Set Top Box, the Remote and the supplied Cables

High Definition means Content provided in a high-resolution format

Linear Channels refers to the subscription channels that customers are able to subscribe to over and above their FetchTV Standard package.

On-Screen means an instruction, prompt or message to you, delivered on the screen of your Television via the Set Top Box.

Personal Information means the details about you that may identify you personally

Personal Identification Number means a sequence of numbers selected by you that is required to access some features of the Service

Privacy Statement means a privacy statement formulated in accordance with the *Privacy Act 1988* (Cth)

Serviceability Check means an assessment of various factors made by us as to whether the Service can be provided to you

Service Option means the service options described in 1.2

Service Qualification means the minimum set of conditions to be eligible for the Service.

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Service Description means this IPTV Service Description

Set Top Box means the main component of the Fetch TV Equipment

Supplier means our supplier such as the owner of Content, or Fetch TV.

Television means a television that meets the requirements of clause 3.11

Video On Demand means the optional video on demand and / or pay-per-view services available for additional purchase or rental fees, specific details of which can be provided by the Service at your request.

Viewing Habits Data means information collected by us or Fetch TV about your use of the Service for the purpose of aggregation and disclosure to third parties such as businesses that want to advertise via the Service, but does not include your contact details