

# TERMS AND CONDITIONS OF CONNECT TV CONNECTION AND SUBSCRIPTION CONTRACT

## 1. Definitions

"**Establishment Fee**" means a fee in the sum of \$250.00 in the event that the contract is terminated within 12 months from the date of signing of the contract. "**Collection Fees**" means any reasonable fees (including legal costs) incurred by Connect TV in recovering any debt owed by the Subscriber to Connect TV. "**Connect TV**" means Connect TV Pty Ltd (ACN 119 901 932). "**Connection Date**" means the date when a third party contractor, hired independently and paid directly by the Subscriber, connects the Equipment at the Premises and is after the Cooling-Off Period. "**Connection**" means the installation, reactivation or reconnection of the Equipment at the Premises by a third party contractor by DTH reception or any other means deemed appropriate or necessary by Connect TV. "**Contract**" means the Connection and Subscription Schedule.

"**Cooling-off Period**" means within ten (10) days from and including the date when the Subscriber signs this Agreement. "**Default**" means a breach or oversight by the Subscriber in relation to the Subscriber's Obligations (Clause 6) or payment of Fees and Charges (Clause 4) by the Subscriber.

"**Documents**" means the Payment Authority and the Contract. "**Equipment**" means any of the decoder, smart card, cabling from the wall plate to the decoder and from the decoder to the Subscriber's television or video equipment and the relevant antenna (DTH or MDS) including associated mounting hardware and electronics. "**Fees and Charges**" means any applicable Subscription Fee/s and TV Guide Fee/s. "**Former Subscriber**" means a subscriber that is a former Connect TV subscriber who has the use of the Equipment. "**Notice**" means any notice by fax or post at the last fax number or postal address notified to the other of Connect TV and the Subscriber and is deemed to have been received at the time when it would have arrived in the ordinary course of the relevant type of transmission. "**Operational Reasons**" means reasons of a technical nature beyond the control of Connect TV, such as:

- (i) the Subscriber's premises is unable to detect the required satellite signal;
- (ii) a content provider elects to cease delivery of the Services to Australia;
- (iii) a content provider is unable to deliver the Services to Australia for reasons not connected to Connect TV.

"**Other Charges**" unless specifically included in the Fees and Charges mean GST and any tax, duty, levy charge or impost assessed or imposed in respect of any product or service provided by Connect TV. "**Premises**" means the Subscriber's premises. "**Services**" means the subscription services selected by the Subscriber and specified in the Schedule of the Contract which may include but are not limited to the channels, programs, products, content and transmission times being provided to the Subscriber by Connect TV. "**Subscriber**" means the subscriber named in the subscriber details section in the Schedule of the Contract and where applicable the Subscriber's successors or assignees. "**Subscription Fee**" means the monthly subscription fee specified in the Schedule of the Contract. "**Term**" means the duration specified in the Schedule of the Contract commencing on the Connection Date. "**This Agreement**" means these terms and conditions, the Contract and Payment Authority. "**TV Guide Fee/s**" means the additional fee/s paid by the Subscriber to Connect TV to receive weekly TV guide/s via post at the weekly cost specified in the Schedule of the Contract.

## 2. Agreement

2.1 Connect TV offers to provide the Services to the Subscriber.

2.2 The Subscriber accepts the offer of Connect TV to provide the Services by:

- (i) returning to Connect TV all completed and signed Documents;
- (iii) paying for the first month's Subscription Fee; and
- (ii) paying any applicable TV Guide Fee/s.

2.3 This Agreement takes effect on the Connection Date and operates for the duration of the Term.

## 3. Services

3.1 Connect TV will provide the Services to the Subscriber for the Term of this Agreement, provided the Subscriber is not in Default.

3.2 Connect TV may, given the nature of the Premises, prior to the Connection Date refuse Connection for Operational Reasons.

3.3 If Connect TV refuses Connection the Subscriber will be entitled to a refund of monies pre-paid to Connect TV but shall not be entitled to receive any compensation from Connect TV.

3.4 Connect TV reserves the right to vary the type of programs included in the Services.

3.5 Should Connect TV vary the number of channels included in the Services or discontinue any part of the Services for Operational Reasons during the Term, the Subscriber will be provided with at least one (1) month's notice prior to any changes being made.

3.6 Should the Subscriber not accept the changes referred to in Clause 3.5, the Subscriber may choose to either:

- (a) exhaust any pre-payments made in relation to the current Services or if this is not possible;
- (b) receive a refund/rebate for any pre-payments made in relation to the current Services

and thereafter terminate this Agreement without penalty.

## 4. Fees and Charges

- 4.1 The Subscriber must pay the applicable Fees and Charges and any Other Charges in accordance with the Payment Authority.
- 4.2 The Subscriber will be liable to pay any charges incurred by Connect TV in the event of rejection of a direct debit request or credit card payment.

## **5. Equipment**

- 5.1 Connect TV shall at all times remain the rightful owner of the Equipment unless the Equipment is purchased outright by the Subscriber.
- 5.2 The Subscriber must not deliberately or carelessly do anything which damages the Equipment.
- 5.3 The Subscriber is liable for any loss of or damage to the Equipment caused by the Subscriber.
- 5.4 In the event of loss or damage pursuant to Clause 5.3, Connect TV may charge the Subscriber for any reasonable costs of repairs, maintenance, or replacement of the Equipment.

## **6. Subscriber Obligations**

- 6.1 It is the Subscriber's responsibility to obtain consent for Connection from any other registered owner of the Premises or relevant Body Corporate prior to the Connection Date.
- 6.2 The Subscriber must immediately notify Connect TV of:
- (a) changes to any of the Subscriber's details specified in this Agreement;
  - (b) any technical problems with the Equipment; and
  - (c) any loss of or damage to the Equipment.
- 6.3 The Subscriber must not carry out or permit any advertisement, program delay, interruption, editing, copying, insertion, deletion, re-broadcasting, retransmission or any alteration with respect to the Services in any way whether electronically or otherwise.
- 6.4 The Subscriber must not attach more than one television monitor to the decoder.
- 6.5 The Subscriber must not allow the Services to be available for public viewing unless written consent is obtained from Connect TV.
- 6.6 The Subscriber must not remove the equipment from the Premises or sell, transfer or dispose of the Equipment.
- 6.7 In the event of a Default, the Subscriber must not unreasonably refuse entry by Connect TV onto the Premises to disconnect the Services and remove the Equipment.

## **7. Renewal/Termination of Agreement**

- 7.1 This Agreement will continue for the duration of the Term unless:
- (i) there is a Default by the Subscriber; or
  - (ii) this Agreement is terminated by Connect TV pursuant to Clause 3.4; or
  - (iii) this Agreement is terminated pursuant to Clause 7.2 herein.
- 7.2 Either Connect TV or the Subscriber may terminate this Agreement with one month's Notice to the other.
- 7.3 If the Subscriber elects to terminate this Agreement within the contracted period, it must pay Connect TV the deferred Establishment Fee.
- 7.4 If the Subscriber intends to end its subscription to the Services at the conclusion of the Term, the Subscriber must provide written Notice to Connect TV of its intention prior to the conclusion of the Term, failing which this Agreement will automatically be renewed for another month.

## **8. Default**

- 8.1 If there is a Default by the Subscriber which continues for more than seven (7) days, Connect TV may serve Notice requiring that the Default be rectified within seven (7) days of the Notice.
- 8.2 If the Subscriber fails to remedy the Default within seven (7) days of receipt of Notice from Connect TV, Connect TV has the right to:
- (i) charge interest on any overdue amounts from the date in which such moneys became due and payable up until the date in which payment is received, calculated on a daily basis at the rate of 1% per month; and
  - (ii) discontinue the Services until full payment of overdue monies (including interest) is received; or
  - (iii) terminate this Agreement and claim in addition to any outstanding amount, a Cancellation Fee and any applicable Collection Fees incurred by Connect TV.

## **9. Privacy**

- 9.1 The Privacy Act 1988 (Cth) ('Privacy Act') and the National Privacy Principles ('NPP's') govern the way in which we must manage your personal information and this policy sets out how we collect, use, disclose and otherwise manage personal information about you.
- 9.2 We encourage you to check our web site regularly for any updates to this privacy policy.
- 9.3 Privacy Collection Statement - We collect personal information for the primary purpose of providing you with the products or services you are seeking, and accordingly, if the personal information you provide is incomplete and/or inaccurate we may be unable to provide you with those services. Additionally, we may disclose this information to the content owners and/or managers of this facility, one of their related entities or other organisations they have affiliations with, pursuant to the requirements of various service contracts in place for the management of this facility.

We recognise that your privacy is very important and we are committed to protecting the personal information we collect from you.

**10. Miscellaneous**

- 10.1 Connect TV may assign this Agreement to any reputable person or company who agrees to be bound by the terms of this Agreement.
- 10.2 Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without rendering ineffective the remaining provisions.
- 10.3 This Agreement will be governed by the laws of the State or Territory in which the Premises are located.
- 10.4 In this Agreement:
  - (a) words in the singular include the plural and vice versa
  - (b) words importing any gender include all genders; and
  - (c) words importing persons include companies and vice versa.