



Service Schedule - FetchTV

Use of FetchTV

Use of the FetchTV services (“FetchTV”) is subject to Internode’s Standard Form of Agreement (“SFOA”) (which includes the Internode Privacy Policy and Acceptable Use Policy) and this Service Schedule. The terms and conditions in this Service Schedule are additional to Internode’s SFOA. This Service Schedule takes precedence over the SFOA to the extent of any inconsistency between the two documents.

1. Definitions

- 1.1 “Charges” means the setup, equipment, VOD and ongoing access charges for FetchTV as listed either in this Schedule, the SFOA, or on-line from time to time (charges listed on the Website will apply in the event of inconsistency).
- 1.2 “Equipment” means the set-top box, remote control unit and associated cabling rented or sold to Fetch Service subscribers by Internode.
- 1.3 “Minimum Term” means the length of time that you commit to receiving and paying for the Service in your Application. The standard Minimum Term is 24 months, however some monthly service packages are available.
- 1.4 “Service” means the FetchTV Lite service package or the FetchTV Full service package (as applicable).
- 1.5 “VOD” means the optional video on demand and pay per view services for additional fees which can be provided via the FetchTV service at your request.
- 1.6 “Website” means Internode’s FetchTV web page: <http://www.internode.on.net/fetchtv> .
- 1.7 “We”, “Our”, “Us” or “Internode” means Internode Pty Ltd ABN 82 052 008 581 trading as Internode of 150 Grenfell Street, Adelaide, South Australia 5000.

2. The FetchTV Service

- 2.1 FetchTV is a subscription IPTV and/or VOD service delivered to subscribers via eligible Internode ADSL services (Fetch TV Lite is VOD only and does not include IPTV). Subscription IPTV channels and VOD services are “unmetered” and do not count towards Internode ADSL monthly data allowances, however some additional features may be metered.
- 2.2 FetchTV is delivered via specialised Equipment which is required to access the Service. The Equipment is not usable without an active FetchTV Service Subscription.
- 2.3 FetchTV Services are available in the following variants (“Packages”):
 - 2.3.1 “FetchTV Lite” 24 Month Service Package which includes:
 - (a) Access to video-on-demand;
 - (b) Access to Electronic Program Guide; and
 - (c) Fetch set-top box/PVR Equipment rental.
 - 2.3.2 “FetchTV Full” 24 Month Service Package (subject to eligibility criteria), which include all Fetch Lite features, plus:
 - (a) Access to subscription television channels, as detailed on the Website from time to time;
 - (b) Access to the “movie box” feature, as detailed on the Website.



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2.3.3 Fetch TV Full and Fetch TV Lite are also both available as monthly Service Packages. Monthly Service Packages do not include Fetch STB/PVR Equipment rental. To be eligible for either a Fetch TV Full or Fetch TV Lite monthly Service Package you will need to already own the Equipment or purchase the Equipment from Internode.

2.3.4 The FetchTV Service Packages described above can be varied from time to time by adding or removing interactive services and certain a la carte content, channels and packages ("Add-Ons"). This does not include Pay Per View or Video on Demand programs. For details of what Add-Ons are available and at what cost, please refer to the onscreen instructions.

2.3.5 You can remove Add-Ons at any time. If this is done during a billing period you will not receive any refund of the amount you have paid or must pay for the period up to the end of that billing period.

2.4 Free-to-air TV Services that may be received via the Equipment do not form part of the Service. Internode and FetchTV are not responsible for content or reception quality issues relating to Free-to-air TV Services.

3. Eligibility

3.1 To receive the Service, you must:

3.1.1 be at least 18 years of age; and

3.1.2 for FetchTV Lite only, maintain an active Internode ADSL service; or

3.1.3 for FetchTV Full:

(a) pass the serviceability check (New and existing Internode ADSL customers will be subject to a service qualification process to determine if FetchTV Full Services will be offered to the Customer. If the service does not qualify Fetch Lite services will be offered in most cases); and

(b) maintain an active ADSL2+ service connected to Internode/Agile DSLAM equipment, using a compatible modem which is listed on our website as certified for use with the Service (not included in package - see website for compatibility information).

3.2 The Service will be provided in your home which must be located within Australia (your "Address").

3.3 If you have more than one set top box at your Address, you must have an active subscription for each set top box in order to receive the Service on each set top box.

3.4 Internode may refuse to supply a FetchTV Service in its absolute discretion. Matters affecting the exercise of such discretion may include (but are not limited to) that you are not eligible for the service, or you have requested the service be provided to an unusual or unsafe location.

3.5 No FetchTV Services are available on Internode dial-up or Nodemobile 3G services.

4. Authorised Use

4.1 The Service is restricted to your household's own private or domestic use and may not be used for any commercial or business purpose.

4.2 You must ensure that the Service is used lawfully and in accordance with this Agreement and FetchTV's Copyright Policy, which you can see onscreen via the "Settings" menu.

5. Charges



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- 5.1 You are responsible for the payment of all Charges including setup, Equipment, VOD and ongoing access charges for FetchTV, as detailed on our Website.
- 5.2 Monthly recurring charges (such as regular monthly access fees) are billed in advance, and usage-based charges (such as VOD) are billed in arrears. Internode reserves the right to bill in arrears in respect of items that have not been billed in advance (including for VOD services).
- 5.3 You will be charged for any Add-Ons at the rate shown onscreen which will either be a one-off fixed fee or a monthly subscription fee, depending on your chosen Add-On. In both cases, you will be charged from the date the Add-On is activated. If a monthly fee applies, 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.
- 5.4 You may change your subscription package:
 - 5.4.1 from FetchTV to Fetch Lite for a \$20 once off fee (this fee will be waived if you change address and no longer qualify for the FetchTV Full Service - see clause 8);
 - 5.4.2 from Fetch Lite to FetchTV Full, subject to:
 - (a) service qualification by Internode; and
 - (b) payment of the FetchTV Full subscription charge.
- 5.5 You acknowledge that Internode must retain the right, on a reasonable basis, to vary usage-based charges (eg changes to VOD pricing) set out on its web-site in line with amendments to Internode's wholesale charges. The price of Your regular monthly subscription charge for the Service (excluding add-on packages) will not be varied for the period of your initial 24 month contract. For up to date Charges see the Website and your FetchTV on-screen electronic program guide.

6. Service Characteristics

- 6.1 You accept that:
 - 6.1.1 advertised features of the Service may not be available at all times;
 - 6.1.2 like free-to-air television, the Service will not be uninterrupted or error free. In the event of outages we will use reasonable efforts to work with our wholesale provider to promptly restore the Service to you;
 - 6.1.3 the FetchTV Service will use some of the available bandwidth on your Internode ADSL Service. This may affect download speeds for all other devices connected to Your Internode ADSL Service; and
 - 6.1.4 the performance of the FetchTV service depends on factors that we cannot always control, and the quality of the service can be affected accordingly. Such matters include, but are not limited to:
 - (a) the correct operation of the Equipment; and
 - (b) the correct configuration of your ADSL service and other relevant equipment (such as your modem).
- 6.2 You agree:



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- 6.2.1 to report to Internode - and specifically NOT to FetchTV - any faults with the Service that you are obtaining from Internode as soon as practicable after you become aware of such faults; and
- 6.2.2 that You may be asked to co-operate with us in the resolution of the fault, for example by providing information on the status lights of your Equipment, or facilitating access to your property by a technician.

7. Service Cancellations & Contract Duration

- 7.1 When you submit an Application for the Service (online or by telephone), you are committing to the Minimum Term (if any) specified on our website and in your Application. Early Termination Fees may apply if you terminate the Service during the Minimum Term. Details of Early Termination Fees are available on the Website.
- 7.2 Unless you contact us to cancel the Service when your Minimum Term ends, Internode will continue to provide the Service on a monthly basis and you agree to continue paying the Charges. At the end of your Minimum Term we may by prior notice to you vary the Charges. If you do not agree to such changes you will not be obliged to continue receiving the Service.
- 7.3 Internode may cease providing the FetchTV service in the event that its wholesale supplier ceases wholesale supply of the Service.
- 7.4 When you cease receiving the Service for any reason:
 - 7.4.1 all rental Equipment (including all accessories such as cables) must be returned in accordance with clause 10.3 (**non-return fees apply in relation to any rental Equipment not returned in good and usable condition -see details on our Website**). You do not have to return Equipment purchased up-front with a monthly service package; and
 - 7.4.2 you will be responsible for all applicable Charges incurred up to the date of cancellation (including for example, outstanding monthly charges, video-on-demand charges and any applicable Early Termination Fees).
- 7.5 If your Internode ADSL service is cancelled for any reason:
 - 7.5.1 Your FetchTV Service will automatically be cancelled; and
 - 7.5.2 Early Termination Fees may apply in respect of that ADSL service AND the FetchTV Service.

We recommend that you discuss your options with our sales staff before cancelling a service during your minimum contract term.

8. Moving Home

- 8.1 If you plan on moving home:
 - 8.1.1 you need to let us know as early as possible;
 - 8.1.2 we cannot guarantee that the Service will be available at your new address;
 - 8.1.3 our normal relocation terms and conditions apply to your ADSL Service as described on our website and in the relevant Service Schedule;
 - 8.1.4 if your new ADSL service is not capable of receiving the FetchTV Full Service, your Service will be downgraded to the "Fetch Lite" Service (for which there is a lower monthly charge) for the remainder of your Minimum Term. In this circumstance you will not be charged the standard downgrade fee.



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- 8.1.5 if you do not request a relocation of your Internode ADSL service to your new premises:
- (a) your FetchTV Service will automatically be cancelled when your home phone/ADSL service is disconnected;
 - (b) you will be responsible for all applicable Charges incurred up to the date of cancellation (including for example, outstanding monthly charges, video-on-demand charges and any applicable Early Termination Fees); and
 - (c) all rental Equipment (including cables) must be returned in accordance with clause 10.3 (**non-return fees apply in relation to any rental Equipment not returned**). You do not have to return Equipment purchased up-front with a monthly service package.

9. High Definition Viewing

- 9.1 Some Fetch services may be available in High Definition (HD) in the future.
- 9.2 Your ability to view the Service in HD will depend on a variety of factors including on the package you have purchased, the capacity of your broadband connection and the technical capabilities of your television set.

10. Equipment

- 10.1 To use the Service, you will need set top box Equipment which we will provide. You will also need a television and any equipment (such as a modem that is listed on our Website as certified for use with the Service) required for the operation of your broadband connection.
- 10.2 If you attempt to use the Service using a non-certified modem:
- 10.2.1 Internode will not offer technical support to you; and
 - 10.2.2 if you are not able to successfully use the Service, you will be required to obtain a certified modem listed on our website. Failure to successfully use the Service using a non-certified modem will NOT be considered grounds for cancellation of the service (Early Termination Fees will apply).
- 10.3 Unless you purchase the set top box Equipment upfront, such Equipment is owned by our supplier, FetchTV Pty Ltd ("FetchTV") and will operate in connection with the Service. This means that you have no property or ownership rights in rented Equipment and, when the Service ends, you are required to return any rented Equipment (including all accessories and cables) within 14 days in accordance with the instructions provided to you at that time. **YOU WILL BE REQUIRED TO PAY A FEE OF \$399 IF YOU FAIL TO RETURN RENTAL EQUIPMENT IN GOOD AND USABLE CONDITION. SEE WEBSITE FOR NON-RETURN FEES FOR INDIVIDUAL ACCESSORIES AND CABLES.** You do not have to return Equipment purchased up-front with a monthly service package.
- 10.4 You agree that you (and anyone you allow or authorise to use the Equipment) will:
- 10.4.1 set up and operate the Equipment within 10 days of receiving it. You must notify us within a further 5 days if the Service is not working;
 - 10.4.2 use the Equipment properly and in accordance with the instructions provided with the Equipment or any other reasonable instructions we provide from time to time;
 - 10.4.3 keep the rental Equipment in good and useable condition at all times until it is returned in accordance with our instructions;
 - 10.4.4 not tamper with, or make any connections to, the Equipment in any way or do anything which is inconsistent with FetchTV's rights in the Equipment;



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10.4.5 not connect to, use or authorise the use of any equipment or device which may split, record, re-encode or affect the Equipment or the Service or which is intended to override any copyright protection device or process that we use in connection with the Equipment or the Service; and

10.4.6 notify us as soon as possible if the Equipment is damaged, destroyed, stolen or interfered with in any way.

10.5 Instructions on how to self-install the Equipment at your Address are set out in the Quick Start Guide which you will receive at the same time as the Equipment. If you encounter any problems installing the Equipment, please refer to the Quick Start Guide or, if possible, to the troubleshooting guide onscreen. If you are still experiencing difficulties, you can contact us on 13NODE.

10.6 Defective Equipment may be replaced with new OR reconditioned Equipment.

11. Recording

You acknowledge and agree that:

11.1 some interactive material available on the Service may not be recordable;

11.2 you may only use the recording functionality of the Equipment for the purpose of viewing programs at your Address at a more convenient time;

11.3 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 conditions or power surges;

11.4 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;

11.5 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

11.6 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.

12. Electronic Program Guide

12.1 You acknowledge and agree that all content listed in the Electronic Program Guide is the property of us, FetchTV or our other third party suppliers. You agree that you will not use the Electronic Program Guide, or any part of it, for any purpose other than private and domestic purposes and you will not sublicense, sell, lease, lend, upload, download, communicate or distribute it (or any part of it) to any person.

12.2 We cannot guarantee the accuracy or completeness of the content that we provide you, including the Electronic Program Guide which may be subject to last minute changes.

13. Video On Demand and Pay Per View

13.1 VOD and Pay Per View programs can be purchased using the on-screen electronic program guide.

13.2 You will be advised of the cost of any VOD or Pay Per View program at the time of your order. Once you have confirmed your purchase, you will not be entitled to cancel such purchase. However, if we cancel the broadcast of the VOD or Pay Per View program, we will not charge you.

13.3 You will be advised of for how long or, if applicable, how many times, you are permitted to view the VOD or Pay Per View program at the time of your order.



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- 13.4 We may restrict the ability to record some VOD and Pay Per View programs. Any Video On Demand or Pay Per View program 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.

14. Parental Control and Personal Identification Number

- 14.1 You are responsible for setting up and maintaining parental controls or any other controls that are available under the Service, should you desire to use such controls.
- 14.2 Some channels and/or programs may require you to have a PIN before you can access them. Please refer to the onscreen instructions for how to set up and change your PIN. You are responsible for keeping your PIN safe and confidential

15. Software

The use of any software provided by us will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention, including through the Service.

16. Liability

You agree that all limitation of liability provisions contained in our Standard Form of Agreement (including those in clause 21) extend to FetchTV Pty Ltd.

17. Changing the Service

- 17.1 We or FetchTV may change the Service from time to time. This includes changing or withdrawing any channel, feature or functionality associated with the Service.
- 17.2 The channel lineup for FetchTV Full will change from time to time. If, in the aggregate, in our reasonable opinion, such lineup change causes a material detrimental change to your Package and we do not reduce the price of your Package, you may end this Agreement without paying an early termination fee, even if you are within your Minimum Term.

18. Privacy

You acknowledge and agree that:

- 18.1 we may use and disclose your personal information in accordance with our privacy policy; and
- 18.2 FetchTV may use and disclose your personal information in accordance with its privacy policy. You can see FetchTV's privacy policy onscreen via the 'Settings' menu.

19. Viewing Habits Data

FetchTV may collect information from your set top box(es), including information that relates to advertising, programming or any other services that are viewed, used or accessed via your set top box ("Viewing Habits Data"). FetchTV may aggregate and disclose Viewing Habits Data to us or to 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.

20. ASTRA Codes of Practice

This Service is regulated by ASTRA's codes of practice for subscription television. You can obtain a copy of the codes by contacting us or at www.astra.org.au.