

Our Customer Relationship Agreement

FETCH TV SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

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1/502 Hay Street, Subiaco WA 6008

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

1. ABOUT THE FETCH TV SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.2 Use of the Service is subject to this Service Description and the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms.

2. DEFINITIONS

- 2.1 **Add-Ons** means optional IPTV packages that can be added to become part of the Service for an additional fee. You can vary your Add-On from time to time by adding or removing interactive services and certain a la carte content, channels and packages. Add-Ons do not include VOD or Purchased Content.
- 2.2 **Charges** means the setup, equipment, orders, purchases and ongoing access charges for the Service as listed either in this Service Description, our CRA, or on-line from time to time (charges listed on the Website will apply in the event of inconsistency).
- 2.3 **Equipment** means the Fetch TV set-top box (STB), remote control unit and associated cabling supplied by us with the Service.
- 2.4 **IPTV** means the subscription television delivered over your Internode broadband service to the Fetch TV STB.
- 2.5 **Multiroom** means the Add-On described in clause 3.5 that enables more than one set top box (STB) to operate under the same household account to access existing eligible VOD, Purchased Content and other Add-Ons for an additional monthly fee.
- 2.6 **On-Screen** means an instruction, prompt or message to you, delivered on the screen of your television via the STB.
- 2.7 **Purchased Content** is defined in clause 14.2.
- 2.8 **VOD** means the optional video on demand and/or pay-per-view services available for additional purchase or rental fees, which can be provided via the Service at your request.

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3. THE FETCH TV SERVICE

- 3.1 The Service is a subscription IPTV service delivered to subscribers via eligible Internode broadband services to a Premises in Australia. The Service requires Equipment and an active Service subscription.
- 3.2 Unless it is included as “unmetered content” for eligible Internode broadband plans (as detailed on the Website at www.internode.on.net/unmetered), use of the Service will count toward your monthly Internode broadband service data quota.
- 3.3 The Service is available as a monthly “Fetch TV” service, which includes access to:
- (a) the electronic program guide; and
 - (b) video-on-demand (VOD) and Purchased Content, such as the Fetch TV Movie Store and TV Store. Access to this content may incur additional charges.
- 3.4 You can combine the base “Fetch TV” with one or more Add-Ons.
- (a) Add-ons will be as specified on your Application (if any) and/or added after your Service has commenced.
 - (b) Details of what Add-Ons are available and at what cost are available to you On-Screen.
 - (c) 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.
- 3.5 The optional Multiroom feature allows for up to three STBs to be added to a single Service in accordance with 7.1(d)(C), under one household account, for an additional monthly fee. Multiroom requires:
- (a) the purchase of additional Equipment for each TV;
 - (b) all associated STBs to be at the same Premises and connected to the same Local Area Network (LAN); and
 - (c) that you allocate an incremental 3.5Mbps per STB for optimal viewing experience.
- 3.6 Free-to-air TV services that may be received via the Equipment do not form part of the Service. We and Fetch TV Pty Ltd are not responsible for content or reception quality issues relating to free-to-air TV services.

4. ELIGIBILITY

- 4.1 To receive the Service, you must:
- (a) be at least 18 years of age; and
 - (b) have a minimum broadband speed of 3.5 Mbps;
 - (c) pass our serviceability check;

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- (d) maintain an active Internode broadband service, using a compatible modem or broadband router (not included in package);
 - (e) already own the Equipment, or purchase the Equipment as part of your Service Application; and
 - (f) have approval from the owner of the Premises to install the Service.
- 4.2 If you have more than one STB at your Premises and want each STB to access the same subscription account, you will need to have subscribed to the Multiroom feature for each additional STB. Otherwise you must have an active subscription for each STB in order to receive the Service on each STB.
- 4.3 We may refuse to supply a Service in our 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.
- 4.4 This Service is not available on Internode dial-up, NodeMobile Data or NodeMobile Voice services.

5. AUTHORISED USE

- 5.1 The Service is restricted to your household's own private or domestic use and you must not use the Service for any commercial or business purpose. You must not make the Service available for public viewing or re-sell the Service.
- 5.2 You must ensure that the Service is used lawfully and in accordance with this Service Description and our CRA and Fetch TV Pty Ltd's Copyright Policy, which you can see On-Screen via the "Settings" menu.

6. CHARGES

- 6.1 You are responsible for the payment of all charges including setup, Equipment, orders, purchases Add-ons and ongoing access charges for the Service, as detailed on our Website. Charges will accrue from the 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 App.
- 6.2 Monthly recurring charges (such as regular monthly access fees) are billed in advance, and usage-based charges (such as VOD) are billed in arrears. We reserve the right to bill in arrears in respect of items that have not been billed in advance (including for VOD services).
- 6.3 You will be charged for any Add-Ons you ordered at the rate shown On-Screen for that order, from the date the Add-On is activated. If a 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.
- 6.4 You may change your Service subscription package by adding or removing Add-Ons On-Screen or via the Website.

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- 6.5 You acknowledge that we must retain the right, on a reasonable basis, to vary usage-based charges (e.g. changes to VOD pricing) set out on our Website or in the On-Screen Fetch TV STB user interface in line with amendments to our 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 Contract Term. Any variation of the Service will be undertaken in accordance with clauses 1.3 to 1.8 of the General Terms.

7. SERVICE CHARACTERISTICS

7.1 You accept that:

- (a) advertised features of the Service may not be available at all times;
- (b) 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;
- (c) the Service will use some of the available bandwidth on your Internode broadband Service. This may affect download speeds for all other devices connected to your Internode broadband Service; and
- (d) the performance of the 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 broadband service and other relevant equipment (such as your modem).
 - (C) the speed and reliability of your Internode broadband service connection. A minimum speed of 3.5 Mbps is required for each STB.
 - (D) IPTV is delivered via HLS and is not prioritised over general data. This means that video quality of the IPTV Service 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 your television screen notifying you that there is currently not enough bandwidth to maintain streaming.

7.2 You agree:

- (a) to report to us – and specifically NOT to Fetch TV Pty Ltd - any faults with the Service that you are obtaining from us as soon as practicable after you become aware of such faults; and
- (b) 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.

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8. SERVICE CANCELLATIONS & CONTRACT DURATION

- 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. 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 Unless you contact us to cancel the Service, we will continue to provide the Service on a monthly basis beyond the Contract Term and you agree to continue paying the applicable charges. At the end of your Contract 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.
- 8.3 We may cease providing the Service in the event that our wholesale supplier ceases wholesale supply of the Service. When you cancel the Service for any reason you will be responsible for all applicable charges incurred up to the date of cancellation (including for example, outstanding monthly charges, VOD charges and any applicable early termination fees).
- 8.4 If your Internode broadband service is cancelled for any reason:
- (a) your Fetch TV Service will automatically be cancelled; and
 - (b) early termination fees may apply in respect of that broadband service AND the Fetch TV Service.

We recommend that you discuss your options with our sales staff before cancelling a service during your Contract Term.

9. MOVING HOME

- 9.1 If you plan on moving home:
- (a) you need to let us know as early as possible;
 - (b) we cannot guarantee that the Service will be available at your new Premises;
 - (c) our normal relocation terms and conditions apply to your broadband Service as described on our Website and in the relevant Service Description;
 - (d) if you do not request a relocation of your Internode broadband service to your new premises:
 - (A) your Service will automatically be cancelled when your broadband or other dependent service(s) are disconnected; and
 - (B) you will be responsible for all applicable charges incurred up to the date of cancellation (including for example, outstanding monthly charges, VOD charges and any applicable early termination fees).

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10. HIGH DEFINITION VIEWING

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

11. EQUIPMENT

- 11.1 To use the Service, you will need to purchase from us the Equipment as part of your Application. You will also need a television and any equipment (such as a suitable broadband modem/router) required for the operation of your broadband connection.
- 11.2 You agree that you (and anyone you allow or authorise to use the Equipment) will:
 - (a) use the Equipment in accordance with the instructions provided with the Equipment, the CRA or any other reasonable instructions we provide from time to time;
 - (b) maintain the Equipment in good, usable condition (fair wear and tear excepted) at all times whilst in your possession or control;
 - (c) 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; and
 - (d) not tamper, override any copyright protection device or process that we use in connection with the Equipment or the Service.
- 11.3 Instructions on how to self-install the Equipment at your Premises are set out in the Quick Start Guide delivered with 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 still experience difficulties, you can contact Internode on 13 66 33.
- 11.4 In relation to connecting the Equipment to your TV and Internode broadband connection:
 - (a) We strongly recommend using an Ethernet cable, or alternatively WiFi directly from your STB (the Generation 3 Equipment includes WiFi support) to connect from the Equipment to your broadband modem/router.
 - (b) Where an Ethernet connection or a reliable WiFi connection between your STB and WiFi-capable modem/router is not possible, you may use a Power Line Converter, which can be purchased from us in your Application. You can also purchase your own Power Line Converter, but you are responsible for any equipment supplied by you.
 - (c) 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.

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- (d) 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.
- (e) The use of other electric household items can have an impact on your electrical circuit and may degrade the quality of the Service.
- (f) WiFi may be less effective in homes with thick/solid walls. WiFi must have a good quality wireless signal between your STB and your WiFi modem/router in order to satisfy the bandwidth requirements of the Service.
- (g) The Television or AV Receiver that you intend to connect the STB to, must have a spare HDMI input for the Fetch TV STB to connect to.

12. RECORDING

Clause 12 only applies if your Equipment supports the recording of content. You acknowledge and agree that:

- (a) some interactive material available 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 conditions 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 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.

13. ELECTRONIC PROGRAM GUIDE

- 13.1 You acknowledge and agree that all content listed in the electronic program guide is the property of us, Fetch TV 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 sub-licence, sell, lease, lend, upload, download, communicate or distribute it (or any part of it) to any person.

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- 13.2 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.

14. VIDEO ON DEMAND, PAY PER VIEW, MOVIE STORE, AND TV STORE

14.1 Video On Demand and Pay Per View

- (a) VOD and pay per view programs can be rented or purchased using the electronic program guide.
- (b) 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 able to cancel such purchase. However, if we cancel the broadcast of the VOD or pay per view program, we will not charge you.
- (c) The VOD and/or pay per view program is only available for the number of view(s) or for the period of time prescribed by that order. After that prescribed period or number of view(s), the content is no longer available unless you re-order it.
- (d) Pay Per View (**PPV**) events are provided by certain PPV Suppliers 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, Fetch TV nor the PPV Suppliers can guarantee the appearance of any participant whether advertised as appearing at a PPV event or not. The PPV Supplier 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 third parties the appearance of a particular participant is always subject to change. The PPV Supplier 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 Supplier 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 the Fetch service;
 - (ii) You must not distribute in any medium and part of the PPV event without written authorisation from the PPV Supplier. Fetch may

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or the PPV Supplier may require Fetch TV 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 Supplier or Fetch TV considers to be inappropriate or unacceptable, at any time, without prior notice and in its sole discretion.

14.2 Fetch TV Movie and TV Store

- (a) You may purchase long term access to certain content (**Purchased Content**) via the Fetch TV Movie and TV Store for viewing at any time on your Authorised Devices (such as your Fetch TV STB, or mobile telephones and tablets that uses the iOS or Android operating systems and are registered to your Fetch TV subscription).
- (b) Purchased Content through the Fetch TV Movie and TV Store is only available to customers of Fetch TV who are in Australia. Purchased Content may not be viewed outside Australia. Fetch TV employs 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.
- (c) 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 during a period which commences from the date you purchase the Purchased Content, and concludes with termination or suspension of the Service. This licence is not transferable by you to anyone else and is always subject to your compliance with these terms.
- (d) 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 Service;
 - (B) you must maintain your existing Service with Internode;
 - (C) If your account or the Service is terminated or suspended, you will lose access to your Purchased Content. Even if you start a new account or Service at a later time, you will not be able to access the previously Purchased Content, and you acknowledge and agree to this; and
 - (D) 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 Fetch TV or its affiliates from Content providers (**Content Providers**). The Content you receive through Fetch TV, 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. Fetch TV, Content Providers and Content Providers'

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licensors do not transfer any title, right or interest to or in the Content to you.

(e) Fetch TV Movie and TV Store Credits

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.

15. PARENTAL CONTROL AND PERSONAL IDENTIFICATION NUMBER

- 15.1 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.
- 15.2 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.

16. SOFTWARE

The use of any software provided by us or Fetch TV Pty Ltd 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.

17. LIABILITY

You agree that all limitation of liability provisions contained in our CRA extend to Fetch TV Pty Ltd.

18. CHANGING THE SERVICE

- 18.1 We or Fetch TV Pty Ltd may change the Service from time to time. This includes changing or withdrawing any channel, feature or functionality associated with the Service. Any variation of the Service will be undertaken in accordance with clauses 1.3 to 1.8 of the General Terms.
- 18.2 The channel line-up and Add-ons for the Service 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 terminate your Service without paying an early termination fee, even if you are within your Contract Term.

19. PRIVACY

You acknowledge and agree that:

- (a) we may use and disclose your personal information in accordance with our privacy statement; and

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- (b) Fetch TV Pty Ltd may use and disclose your personal information in accordance with its privacy statement. You can see Fetch TV's privacy statement onscreen via the 'Settings' menu.

20. VIEWING HABITS DATA

Fetch TV Pty Ltd may collect information from your STB(s), including information that relates to advertising, programming or any other services that are viewed, used or accessed via your STB (**Viewing Habits Data**). Fetch TV Pty Ltd 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.

21. 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.