

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH WE WILL PROVIDE SERVICE TO YOU. IF YOU ARE A NEW CUSTOMER, YOU MUST READ THIS TERMS AND CONDITIONS BEFORE THE ACTIVATION OF YOUR SERVICES. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. RECEIPT OF SUN TV AUSTRALIA SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.

IF YOU ARE AN EXISTING SUN TV AUSTRALIA CUSTOMER, YOUR CONTINUED RECEIPT OF SUN TV SERVICES FOLLOWING RECEIPT OR PUBLICATION ON THIS WEB SITE OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS, AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU.

## **SUBSCRIPTION CONTRACT TERMS AND CONDITIONS**

This contract contains Terms and Conditions that you must follow if you want to receive services provided by **SUN TV's authorized nominee**. (referred as "we", "us" or "our") services.

### **1) DEFINITIONS**

- a. **Address** means your address shown on the front of the Contract.
- b. **Channel** means any/all channels which are part of our Service Package. This covers Sun TV and any other channels that we may include or discontinued in future.
- c. **Contract** means the contract between you and us to receive our Service. It will be any written or oral contract entered into with us for subscription.
- d. **Decoder/Receiver** means an authorised satellite decoder using our encryption system.
- e. **Minimum Term** means twelve months following the date of the Contract.
- f. **Programme** means any programme which we may broadcast on a Channel.
- g. **Options/Package** means any of options offered by us in the front page or any channel options we may offer in the future.
- h. **Service** means the transmission of the Option/Package for private viewing at the above address, or any Option/Package that you may take in future.
- i. **Subscription Payments** means the money you must pay us to provide the Service.
- j. **Terms and Conditions** means the terms and conditions contained in this Contract.
- k. **Smart Card** means the card which, when inserted into the Decoder, will allow you to receive the services.

### **2) SUBSCRIPTION PAYMENTS**

- a. All payments must be made only using Credit Card or Direct Debit to your nominated bank account (Australian Customers only). Cheque or money order payments are not accepted. Additional fee is applicable for Cheque or money order payments made by existing customers. Customers in New Zealand can only pay by credit card.
- b. Your first subscription payment must be made in advance, without any deductions, by the method chosen in your contract. Your smart cards will be sent to you after receipt of the payment. Your Contract will commence from the nearest fortnight date of the smart card activation.
- c. Subscription payments are quarterly due in the first week of January, April, July and October. The first payment will be adjusted to align with the quarterly due dates. Monthly payments are allowed only if Direct Debit to your bank account is agreed. We provide one month extra for annual payments.
- d. If payments not received when it is due, your smart card will be deactivated and additional fees for late payment as well as reconnection fee as per clause i will be applicable.
- e. We may change Subscription Payment at any time. Any increase or decrease in subscription will apply after one months of the notification of the changes.
- f. You must allow us to alter your direct debit or credit card instruction if the Subscription Payment changes as per the clause above.
- g. Charges for Services, once charged to your account, are nonrefundable. If your Service is terminated/cancelled/suspended, you are still responsible for payment of all outstanding balances accrued as per the contract, including any applicable Fees.
- h. You must immediately inform us about any changes of your name or address or the mode of payment (bank account, credit card number or the like) taking place after commencing our services. If subscription payment is declined due change in bank/credit card details or insufficient funds, additional fees as per clause h will be applicable.
- i. In addition to the amounts due for Services, you agree to pay the fees referenced below ("Additional Fees") when applicable:
  1. Smart Card Replacement Fee \$50.00 (When damaged, lost, misplaced etc)
  2. Late Payment Fee \$15.00 – (When payment is not received by due date)
  3. Activation/deactivation Fee \$20.00 ( when payments defaulted, rejoining after suspension)
  4. Activation/deactivation Fee \$30.00 ( when rejoining after termination)
  5. Activation/deactivation Fee \$50.00 ( when rejoining after termination and smart card not returned)
  6. Returned Payment Fee \$35.00 (When bank charge us for dishonored or reverse payments)
  7. Service Call Charge: \$70
  8. Admin Fee for Cheque/MO:\$5.00

### **3) CHANNELS**

- a. We may encrypt or unencrypt any Programme or Channel. We can replace or withdraw any advertised Programme to be broadcast on any Channel, and change or reduce the number of hours that we broadcast any Channel. We may insert local advertisements and scrolling advertisements.
- b. If we withdraw any channel, you will only have to pay for the option you are actually receiving, or cancel this contract in accordance with Clause 9.

#### **4) EQUIPMENTS**

- 4.1 To receive the channels provided by Sun TV Australia, you need to have necessary equipment. The equipment includes a television, digital decoder box with a Smart Card, LNB, an 85/95 cm solid dish (subject to your local council permission, body corporate approval for units, townhouses and owner's permission, if you are renting your residence) and cabling. Sun TV can arrange the installation of the antenna, decoder, smart card and the cabling through our accredited sub-contractors. The installation cost will be as mentioned in the Contract application form. Extra charges will apply for remote and country areas. Additional charge is applicable for units exceeding two floors or other buildings with complexity or additional cabling. The smart card will remain as the property of Sun TV Australia and will be returned to us on termination/cancellation/suspension of the services. You shall notify us promptly of any defect in, damage to, or accident involving the equipment. Decoders, Dish, LNB etc will have the manufacturer's warranty of 12 months. Charges will apply for any service calls or replacement of equipment after the first 12 months warranty period. Service Call charge will apply for any other requirement not covered by the manufacturer's warranty.
- 4.2 If you already have antenna and decoders we can provide Sun TV Subscription Smart Card for A\$50 card management fee. Sun TV will have right to refuse to issue the Smart card if suitable antenna and decoder are not used. Sun TV will not take any responsibility for the poor reception or no reception of the telecast or for any technical fault in the antenna and the decoder. Sun TV will not be held responsible if the customer owned decoder is not compatible to our encryption system. Customer must bear the cost involved in rectifying the fault.
- 4.3 We provide one decoder and one smart card for each subscription. Additional decoders will not be issued. If you desire to receive Services at two different dwellings, you must open a separate subscription for each location. You agree that you will not directly or indirectly use a single account for the purpose of receiving Services for multiple decoders that are not located in the same residence. If we later determine that you did, we may terminate your Services and also charge you twice the rental rate for the period the second decoder was in use and a fee of \$250 towards the technician's fees.
- 4.4 Our services will be available for viewing after the proper installation and readiness for service of the decoder and the Smart card.
- 4.5 If your smart card is stolen or otherwise removed from your premises without your authorization, you must notify us immediately, but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of our services. You will not be liable for unauthorised use after we have received your timely notification.

#### **5) VIEWING CARD**

- a. Following subscription to the Service we will send you a Viewing Card to unlock (unencrypt) the Service. Having a Viewing Card does not necessarily mean that you have a right to receive the Service.
- b. The Viewing Card belongs to us and you must return the card to us on termination or cancellation or suspension by any party. Failure to return the card will attract \$50 penalty. If you do not return the card we will refuse to activate the smart card if you rejoin at a later date.
- c. The Viewing Card should not be given to anyone, tampered with or used for anything we do not authorize.
- d. You may only use the Viewing Card at your Address for private viewing purposes, and with the Decoder in which it is first used to receive the Services.
- e. You must not use it in a hotel, motel, pub or other licensed premises or in any club or similar place unless other wise authorised by us for promotional purposes. The Services may not be rebroadcast, transmitted, recorded or performed, nor may admission be charged for listening to or viewing any Services provided by us.
- f. In order to receive uninterrupted Service the Viewing Card must be kept in your Decoder which you will need to keep connected to a mains supply and suitable satellite dish and in standby mode when not in use. You must also allow us to update the software in your Decoder by sending signals via satellite to your Decoder. At all times the software in the Decoder belongs to us.
- g. In order to enable us to administer the satellite system efficiently we may disclose your name, Address and the Services you receive via the Viewing Card to third parties.
- h. We may deactivate the viewing cards if any of the conditions of the Contract are not adhered to, or we believe it is otherwise reasonable for us to do so.
- i. From time to time, for reasons of security we will replace your Viewing Card. We will attempt to send you a replacement Viewing Card before making the old one invalid.
- j. If your Viewing Card is lost, stolen or damaged, you must notify us immediately by either phone (+61 (0)2 9825 3180) or writing (Sun TV Australia, P O Box 884, Liverpool, NSW 1871, Australia) or by sending an e-mail to support@suntvaustralia.com. We can charge you the cost of replacing your Viewing Card if it is lost, stolen or damaged.
- k. You must also notify us if your Viewing Card does not work. If you return the Viewing Card to us we will inspect it. If the Viewing Card had a defect when we first sent it to you, we will replace it free of charge. If the Viewing Card has been damaged in any other way or you do not return the faulty Viewing Card to us we may charge you for the cost of replacing it.
- i. You must not copy (except for private and personal use), redistribute or relay any programme.
- m. We may remotely disable or alter certain functions of your Decoder to prevent you copying any Programme, and prevent you from receiving the Service if your Decoder allows copying of any Programme which we are contractually bound to protect.
- n. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and we shall have no liability to anyone due to or based on the content of any of the Services furnished to you.

#### **6) LIABILITY**

Our programs are broadcast live or time delayed without backup or storage. It is possible that temporary interruptions to the services can occur due to the circumstances beyond our control or due to a transmission problem or due to force majeure conditions. We will not be able to re-broadcast the

part or full of the program that could not be broadcast during the above said circumstances. We will also not liable for not providing services in such circumstances.

We will endeavor to restore the services as quickly as possible. If the interruption lasts longer than seven days, the mutual contractual obligations will stand suspended until the services are restored. Customers has option to terminate the contract by written notification.

We will not also be liable for:

- a. any fault in a Decoder or other receiving equipment you use. (they are covered by the manufacturer's 12 months warranty).
- b. maintaining, replacing or adjusting any decoders or satellite dish. (these are matters of your responsibility).
- c. any weather, local electrical interference and atmospheric conditions.
- d. any fault in your Viewing Card caused by your failure to follow our instructions, you tampering with it, or by your negligence.
- e. use of a Viewing Card with any decoding equipment not authorised by us.
- f. any failure to provide the Service caused by events outside our reasonable control, in particular the failure of satellite equipment which we do not own or administer or any changes in statutory requirements affecting the service provided by us.
- g. any loss or damage caused by us or our employees or agents in circumstances where is no breach of a legal duty of care owed to you by us or by any of our employees or agents, such loss or damage is not reasonably foreseeable result of any such breach or any increase in loss or damage results from breach by you or any of the Terms and Conditions, and the ending of this Contract under Clause 9 below.

**7) CHANGING THE TERMS AND CONDITIONS**

This document contains the entire agreement between SUN TV AUSTRALIA and you, and no salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorised to change the terms set forth herein. However,

- a. We may change or add any Terms or Conditions of this Contract which are required from time time.

**8) TRANSFER AND ASSIGNMENT OF CONTRACT**

- a. We can transfer or assign our rights and obligations under this Contract to any company, firm or person provided this does not materially affect your rights.
- b. You may not transfer your rights or obligations under this Contract without our approval.

**9) CANCELLATION/TERMINATION**

- a. Unless we breach the contract (excluding reasons listed in the liability clause), this contract will remain in force for a Term of 12 months, and it will continue for another 12 months after this time unless it ended by you. This clause is applicable to all customers including customers purchasing card only and rejoining customers.
- b. After the expiry of the first 12 months you may terminate the contract at the end of a quarter by giving 15 days notice in writing or email. Smart card must be returned to us before the termination.
- c. In the event of your cancellation during the Minimum Term, you will remain liable to pay us all payments that would have been due for the remainder of the Minimum Term. You may also be liable to refund us the amounts subsidised for your subscription offer/promo/offer price and pay us back the difference between the full rate and subsidised rate as well as refund costs borne by us for your equipment and installation, if any. We shall also not refund any subscription or other payments made by you. You shall be liable to pay the above amounts to us within 14 days of your cancellation.
- d. We may end the Contract at any time (including during the Minimum Term) if you break any of the Terms and Conditions by giving you notice. For payment defaults the cancellation will be without notice.
- e. If you or we end this Contract, we will deactivate you the smart card and the card must be returned to us within seven days.
- f. We will not refund Subscription Payments or other payments made under this Contract if we end the Contract because you have broken the Terms and Conditions.

**10) SUSPENSION**

You are not allowed to suspend the contract in the first 12 months of the contract. After the expiry of the first 12 months you are allowed to suspend up to 3 months once in every two years. The suspension must commence at the beginning of a quarter. You will not be allowed to suspend beyond 3 months. A charge of \$25 is payable for activation and deactivation charge in the event of the suspension. Smart Card must be returned during the suspension period.

**11) NOTICES**

All notices required under this Contract from you to us must be in writing and sent by post or email.

**12) WARNING AGAINST PIRACY**

It is a violation of several Australian federal and state laws to receive any Services, or any portion of such Services, without paying for them. Piracy will include pirated smart cards, unauthorised decoders, copying and selling any part or full program for commercial purposes. The penalties for violating such laws can range from imprisonment for up to five years and civil damage awards of up to A\$60,500.

**13) CONFIDENTIALITY AND PERSONAL INFORMATION**

Basic personal data may be processed and used for the purpose of promoting Sun TV Australia programs and other related marketing strategies. You should inform us in writing if you do not want that to occur.

**14) LAW AND GEOGRAPHICAL LIMITS**

This Contract is governed by Australian Law. Any disputes can be dealt with by the courts in Sydney, New South Wales.