

## CONDITIONS OF SERVICE – ADAMTV WITH FETCH SERVICES

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### USE OF ADAMTV WITH FETCH

Use of the AdamTV with Fetch service (“**AdamTV with Fetch Service**”) is subject to Adam Internet’s Standard Form of Agreement (“**SFOA**”) which includes any terms stated in your Application, any Conditions of Service (including this AdamTV with Fetch Conditions of Service) and our Acceptable Use Policy. Where there is any inconsistency between these Conditions of Service and the SFOA these Conditions of Service take precedence.

**By applying for the AdamTV with Fetch Service you are agreeing that you have read and understood and will comply with these AdamTV with Fetch Conditions of Service**

### 1. DEFINITIONS

- Adam Internet Service** means the Internet service which we have agreed to supply to you as stated in your Application.
- Charges** means the setup, equipment, VOD, ongoing access charges and subscriptions for AdamTV with Fetch as listed either in these Conditions of Service, the SFOA, or on-line from time to time (charges listed on the Website will apply in the event of inconsistency).
- Early Termination Fee** means the fee payable to Adam Internet if you terminate your AdamTV with Fetch Service prior to the expiry of the Fixed Term and is set out at <http://www.adam.com.au/legal?sfc-fetchtv>
- Equipment** means the set top box, remote control unit and associated cabling rented to or purchased by users of the AdamTV with Fetch Service.
- Exit Fee** means the fee payable to Adam Internet if you terminate your Adam Internet Service prior to the expiry of the Fixed Term and is set out at <http://www.adam.com.au/legal?sfc-broadband>
- Fixed Term** means the period of time that you have agreed to receive and pay for the AdamTV with Fetch Service and Adam Internet Service.
- Service Qualification Test** means the test carried out by Adam Internet to establish whether you have the required Internet speed or capability at your premises to enable you to use the AdamTV with Fetch Service.

<b>VOD</b>	means the optional video on demand and pay per view services you may select for additional fees which can be provided via the AdamTV with Fetch Service at your request.
<b>Website</b>	means Adam Internet's AdamTV with Fetch web page: <a href="http://www.adam.com.au/fetchtv">http://www.adam.com.au/fetchtv</a>
<b>we, our or us</b>	means Adam Internet Pty Ltd.
<b>you or your</b>	means the current account holder for the Services.

## **2. THE ADAMTV WITH FETCH SERVICE**

- 2.1 AdamTV with Fetch is delivered via a specialised Equipment which is required to access the AdamTV with Fetch Service.
- 2.2 AdamTV with Fetch is a subscription IPTV and VOD service delivered to subscribers via eligible Adam Internet Services.
- 2.3 The use of IPTV channels and VOD content is unmetered and does not count towards your monthly data limit. The applications that you access via the AdamTV with Fetch Service are metered and will count towards your monthly data limit.

## **3. ELIGIBILITY**

- 3.1 To receive the AdamTV with Fetch Service, you must:
  - (a) be at least 18 years of age; and
  - (b) pass a Service Qualification Test; and
  - (c) maintain a suitable Adam Internet Service capable of receiving the AdamTV with Fetch Service.
- 3.2 The AdamTV with Fetch Service will be provided in your home which must be located within Australia.
- 3.3 If you have more than one set top box at your premises, you must have an active subscription for each set top box in order to receive the AdamTV with Fetch Service on each set top box.
- 3.4 Adam Internet may refuse to supply an AdamTV with Fetch Service in its absolute discretion. We may exercise such discretion in situations including (but not limited to) where you do not pass a Service Qualification Test, you are not eligible for the AdamTV with Fetch Service or Adam Internet Service, you have an unsatisfactory credit rating or payment history, or you have requested the AdamTV with Fetch Service be provided to an unusual or unsafe location.
- 3.5 From time to time Adam Internet may alter the Charges due to increases imposed by Third Party Suppliers, for example if there is a change in the content offered as part of the AdamTV with Fetch Service. A change to the Charges will be notified and applied in accordance with clauses 3.3 and 3.4 of the SFOA.

#### **4. AUTHORISED USE**

- 4.1 The AdamTV with Fetch Service is for your household's own private or domestic use and is not for use for any commercial or business purpose.
- 4.2 You must ensure that the AdamTV with Fetch Service is used lawfully and in accordance with the SFOA and fetchtv's Copyright Policy which you can see on your TV screen via the "Settings" menu under "Device Info".

#### **5. CHARGES**

- 5.1 You are responsible for the payment of all Charges including setup, equipment, VOD and ongoing access charges for the AdamTV with Fetch Service.
- 5.2 Monthly recurring charges (such as regular monthly access fees) are billed in advance, and usage 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).
- 5.3 For Charges see the Members Services Area on the Website. You acknowledge that Adam Internet must retain the right, on a reasonable basis, to vary charges for your Internet Service as set out on our Website in line with amendments to our wholesale charges by Third Party Suppliers.

#### **6. ADAMTV WITH FETCH SERVICE SPECIAL CONDITIONS**

- 6.1 You accept that:
  - (a) the AdamTV with Fetch Service will not be uninterrupted or error free; and
  - (b) the performance of the AdamTV with Fetch Service depends on factors that we cannot always control, and the quality of the AdamTV with Fetch Service can be affected accordingly. Such matters include, but are not limited to:
    - (i) the correct operation of the Equipment; and
    - (ii) the correct configuration of your Adam Internet Service and all other relevant equipment;
  - (c) the AdamTV with Fetch Service uses some of the bandwidth on your Adam Internet Service. This means that download speeds for other devices using the Adam Internet Service may be affected.
- 6.2 You agree:
  - (a) to report to Adam Internet any faults with the Services that you are obtaining from Adam Internet as soon as practicable after you become aware of such faults; and
  - (b) that you may be asked to assist in the resolution of your fault, including providing information on the status lights of your Equipment, or facilitating access to your property by a technician.
- 6.3 If you are experiencing a fault or technical difficulty you can report this to Adam internet by phone or email on 08 8423 4111 or [fetchtvsupport@adam.com.au](mailto:fetchtvsupport@adam.com.au)

- 6.4 No service level agreement applies to the AdamTV with Fetch Service, and while Adam Internet will use its best endeavours to provide a timely response, no guarantee is offered in respect of the time to provision the AdamTV with Fetch Service, detect faults, or to repair or restore services which develop a fault.
- 6.5 To maintain good free-to-air reception your digital free-to-air features must have clear free-to-air reception through an antenna. We are not responsible for reception quality relating to free-to-air television services.

## **7. SERVICE CANCELLATIONS & CONTRACTS**

- 7.1 When you submit an Application for the AdamTV with Fetch Service either online or by telephone, you are committing to the Fixed Term specified on our Website and in your Application.
- 7.2 Exit Fees and Early Termination Fees may apply for both the AdamTV with Fetch Service and your Adam Internet Service if you terminate the AdamTV with Fetch Service during your Fixed Term. Details of Exit Fees and Early Termination Fees are available on the website at <http://www.adam.com.au/legal?sfc-fetchtv>
- 7.3 When you stop receiving the AdamTV with Fetch Service for any reason:
- (a) and you have not purchased the set top box upfront then all Equipment (including all accessories such as cables) must be returned in accordance with clause 8.2. A non-return fee of \$399 will apply in relation to any Equipment that is not returned to Adam Internet; and
  - (b) you will be responsible for all applicable Charges incurred up to and including the date of cancellation (including for example Early Termination Fees, Exit Fees, outstanding monthly charges and VOD charges).
- 7.4 If your Adam Internet Service is cancelled for any reason:
- (a) your AdamTV with Fetch Service will automatically be cancelled; and
  - (b) Early Termination Fees and Exit Fees may apply in respect of your Adam Internet Service and the AdamTV with Fetch Service.
- 7.5 If you are moving house and do not request a relocation of your Adam Internet Service to your new premises:
- (a) your AdamTV with Fetch Service will be automatically when your Internet Service is disconnected;
  - (b) you will be responsible for all applicable Charges incurred up to and including the date of cancellation (including for example Early Termination Fees, Exit Fees, outstanding monthly charges and VOD charges); and
  - (c) all Equipment (including cables) must be returned in accordance with clause 8.2. a non-return fee of \$399 will apply in relation to any Equipment that is not returned to Adam Internet.
- 7.6 If you are moving home:
- (a) you need to let us know;

- (b) we cannot guarantee that the AdamTV with Fetch Service will be available at your new premises;
- (c) our normal relocation terms, conditions and charges apply to your Internet Service as described on our Website; and
- (d) and your new premises is not capable of receiving the “AdamTV with Fetch” subscription, your AdamTV with Fetch Service will be downgraded to the “AdamTV with Fetch Lite” subscription for the remainder of your Fixed Term and a change package fee of \$20.00 will be charged. If your new premise is not capable of receiving the AdamTV with Fetch Service then an Exit Fee and Early Termination Fee will apply.

## 8. EQUIPMENT

- 8.1 To use the AdamTV with Fetch Service, you will need Equipment which we will provide and a compatible modem router as listed on the Website and available for purchase from Adam Internet. You will also need a television and any equipment required for the operation of your Adam Internet Service. The list of Equipment provided with the AdamTV with Fetch Service is listed on the Website. Any additional cabling or special requirements for your home entertainment system are your own responsibility.
- 8.2 The Equipment you receive is owned by our supplier, fetchTV Pty Ltd and will operate in connection with the AdamTV with Fetch Service. This means that unless you have purchased the set top box upfront you have no property or ownership rights in the Equipment and, when the AdamTV with Fetch Service ends, you are required to return the Equipment within 30 days to Adam Internet, Level 2, 117 King William St, Adelaide, 5000.
- 8.3 **You will be charged a fee of \$399 if you do not return the Equipment or the Equipment is returned and is not in good and useable condition.**
- 8.4 You agree that you (and anyone you allow or authorise to use the Equipment) will:
- (a) install and set up the Equipment within 7 days of receiving it. You must advise us within 5 days of the installation and set up if the Equipment is not working;
  - (b) 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;
  - (c) keep the Equipment in good and useable condition at all times until it is returned in accordance with our instructions;
  - (d) 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;
  - (e) 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 AdamTV with Fetch Service or which is intended to override any copyright protection device or process that We use in connection with the Equipment or the AdamTV with Fetch Service; and
  - (f) notify use as soon as possible if the Equipment is damaged, destroyed, stolen or interfered with in any way.
- 8.5 We may elect to replace faulty Equipment with either new or reconditioned Equipment.

## **9. RECORDING**

9.1 You acknowledge and agree that:

- (a) some interactive material available on the AdamTV with Fetch 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 and where your Equipment is, or is close to, exceeding its memory space;
- (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 or 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.

## **10. ELECTRONIC PROGRAM GUIDE**

10.1 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 sue 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.

10.2 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.

## **11. VIDEO ON DEMAND (VOD) AND PAY PER VIEW**

11.1 VOD and pay per view programs can be purchased using the on-screen Electronic Program Guide.

11.2 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.

11.3 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.

11.4 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.

## **12. PARENTAL CONTROL AND PERSONAL IDENTIFICATION NUMBER**

- 12.1 You are responsible for setting up and maintaining parental controls or any other controls that are available under the AdamTV with Fetch Service, should you desire to use such controls.
- 12.2 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.

## **13. 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 AdamTV with Fetch Service.

## **14. CHANGING THE ADAMTV WITH FETCH SERVICE**

- 14.1 We or fetchtv may change the AdamTV with Fetch Service from time to time. This includes changing or withdrawing any channel, feature, or functionality associated with the AdamTV with fetch Service.
- 14.2 The channel lineup for the AdamTV with Fetch 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 either reduce the price of your Package, you may end this Agreement without paying an Exit Fee or Early Termination Fee, even if you are within your Fixed Term.

## **15. PRIVACY**

You acknowledge and agree that:

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

## **16. 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, business that want to advertise via the AdamTV with Fetch Service) but this will not include information that identifies you personally to them.

**17. HIGH DEFINITION VIEWING**

Your ability to view the AdamTV with Fetch Service in High Definition 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.

**18. ASTRA CODES OF PRACTICE**

This AdamTV with Fetch 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](http://www.astra.org.au)