

Aussie Broadband Fetch TV – terms and conditions

1. What is Aussie Broadband Fetch TV?

Aussie Broadband Limited (ACN 132 090 192) (Aussie Broadband) Fetch TV is an Internet Protocol (IP) television service that is supplied using your existing broadband connection.

As part of this service, you will receive:

- 30 free preselected movies at any time (one added and one deleted daily)
- access to free-to-air television and catch up TV
- Access to TV and movie stores, plus apps such as Netflix and Stan (subscription extra)
- Mobile app
- Ability to pause, rewind and record live TV (recording available on the mighty box only)

You may purchase or subscribe to a selection of additional channels and packages for an additional fee. These can be viewed on our website at aussiebroadband.com.au.

Subscriptions to services such as Netflix and Stan are at additional costs set by these individual services and are subject to their own terms and conditions. You are responsible for checking and complying with these terms and conditions if you choose to use these services.

2. General conditions

2.1 Eligibility:

To receive Aussie Broadband Fetch TV, you must:

- be at least 18 years of age and of legal capacity to enter into this agreement
- have an active Aussie Broadband unlimited broadband internet service

2.2 Private use only

Aussie Broadband Fetch TV is provided for private or domestic use at your address and may not be resold or used for commercial or business purposes. You may not display the service in a public viewing area outside your address, or charge another person or company for the use of the service. Recording is for private use only.

2.3 Other terms and conditions

This service is also subject to:

- Aussie Broadband's general terms and conditions available on our website, including our Fair Use Policy Fetch TV's terms and conditions, available on its website.

3. Things we think are important to note

3.1 Quality of service

We cannot guarantee all free to air channels will be able to transmit, as the quality of each channel's transmission is linked to the aerial's ability to pick up the signal for the channel in question. Problems receiving a particular channel may not be resolved by subscribing to this service. Free to air channels received through the aerial do not form part of this service and we and our supplier are not responsible for the content of free to air channels.

3.2 Ownership of content

Please note that buying content gives you access so long as you have your current Aussie Broadband Fetch TV account. This access will be lost if your account is cancelled or deactivated and cannot be ported to another Fetch TV account. Paid content (but not recordings) may still be viewed on the Fetch TV app.

4. Equipment

4.1 In our standard pack, we provide:

- Fetch set top box
- Fetch TV remote
- batteries
- power cable
- HDMI cable
- RJ45 ethernet cable
- Instruction guide

You can purchase additional equipment from us (eg, a second set top box) – see our website for costs.

4.2 You will need to provide:

- an active internet connection via WiFi or cabled data point such as an ethernet cable or an ethernet over powerline device. You will need to pay for your own internal cabling if required.
- a compatible television with an HDMI port

Fetch's free-to-air component is dependent on the quality of the signal received on the free-to-air antenna installed at your premises.

4.3 Equipment use:

You take responsibility for all use of the equipment in your premises, and agree to ensure that it is used properly in accordance with any reasonable instructions we provide. You must ensure that no one tampers with the equipment and you must let us know promptly if it is damaged, stolen or interfered with.

4.4 Equipment return

You do not need to return your Fetch device to us. If you choose to dispose of your device, we encourage you to investigate e-waste recycling options in your local area. Alternatively, we have the option to return the hardware to us at your own expense, and we will make sure it is responsibly recycled with our e-waste partner, Zolo.

You can mail your device to:
Aussie Broadband
PO Box 3351
Gippsland Mail Centre 3841.

5. Activating your Service

We will provide instructions on installing and activating your equipment. Our support team can also provide help by calling 1300 880 905.

If you haven't activated your service within 30 days of your Fetch box being dispatched, we'll begin billing.

6. Content

6.1 Control

You are responsible for parental/other controls.

Some channels and/or programs are only accessible with a PIN. Refer to the TV User Guide or onscreen help for setting up your PIN. You are responsible for keeping your PIN safe and confidential.

6.2 Channels

Channel inclusions are subject to change without notice.

6.3 Purchasing

Video On Demand and Pay Per View (VOD & PPV) programs (if any) may be purchased following the directions using the on-screen menu.

At the time of ordering VOD & PPV programs, you will be notified of:

- the costs of the program; and
- how long or how many times you are permitted to view the program.

After confirming a VOD or PPV purchase, it cannot be cancelled. However, if a broadcast itself is cancelled, you will not be charged.

If your account has been suspended, you will not be able to make any Fetch purchases or watch content

Once-off Fetch purchases are capped in our system at \$100 to prevent bill shock. This limit can be lifted by contacting our customer service team on 1300 880 905.

6.4 Recording

You acknowledge and agree that:

- not all material and content is recordable (eg some interactive material);
- VOD and PPV content, including movies, may not be recorded
- recording is for private use at your premises only
- recorded programs may be erased permanently due to severe weather conditions or power surges
- We and our suppliers may erase any program recorded on the Fetch box for any reason including, for example, if required by content suppliers or to reformat your equipment, or if we reasonably believe you are using equipment other than in accordance with your agreement with us; and
- we are not liable for any programs or other personal content erased from your equipment

7. Billing

Our billing arrangements will be the same as specified in our general terms and conditions.

Fetch billing will be on a month-to-month basis (no contract). The cost of Fetch services is in addition to your monthly Aussie Broadband internet plan cost.

The cost of your service will depend on your base package and any additional services or packages you have selected, and any VOD or PPV programs you have used.

Billing timing includes:

- your Fetch monthly fee will be aligned to your current invoice billing date, and will be billed in advance
- Channel subscriptions will be aligned to your invoice billing date, and billed in advance

- One-off purchases (VOD and PPV) are aligned to your invoice billing date and billed in arrears. You are responsible for all charges on your service even if you did not personally authorize them. Note that one-off Fetch purchases are capped in our system at \$100 to prevent bill shock.

This limit can be lifted by contacting our customer service team on 1300 880 905.

If your account has been suspended, you will not be able to make any Fetch purchases or watch content.

We may vary the charges for Aussie Broadband Fetch TV at any time in accordance with our general terms and conditions.

8. Privacy

We may use and disclose your personal information in accordance with our privacy policy, available on our website.

Our suppliers may use and disclose your personal information in accordance with their privacy policies (access FetchTV's privacy policy onscreen via the Settings menu).

9. Changing the Service

We may change the Aussie Fetch TV service from time to time, such as by changing or withdrawing a channel, application, program, feature or function. Any other change to your service may be undertaken in accordance with our general terms and conditions.

If you downgrade your broadband plan to one that is not compatible with Aussie Broadband Fetch TV, your equipment must be returned (see "things we think are important to note")

10. Cancelling your Service

We do not charge an exit fee for this service.

You can cancel your Aussie Broadband Fetch TV service by providing 30 days' notice to us. We do not pro-rata and you will be charged for the full billing period in your final month.

We do not guarantee you will be able to receive Aussie Broadband Fetch TV if you change your address. If your new address is incompatible, we'll treat this as a cancellation.

We may cancel your service if we reasonably believe that you have:

- failed to pay your bill within 30 days
- been abusive to our staff
- breached our terms and conditions or our fair use policy, available at aussiebroadband.com.au/legal.

If you cancel your service, please refer to the 'Equipment' section in relation to return of the Equipment.