

SUBSCRIPTION CONTRACT TERMS & CONDITIONS



UBI WORLD TV SUBSCRIPTION CONTRACT TERMS AND CONDITIONS

Effective as of 1 November 2011

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH UBI WORLD TV WILL PROVIDE ITS SERVICE TO YOU. PLEASE ENSURE YOU READ THESE TERMS AND CONDITIONS BEFORE YOU SIGN THE SUBSCRIPTION CONTRACT. PLEASE KEEP THIS DOCUMENT FOR YOUR RECORDS.

To contact UBI WORLD TV:

Telephone: 1300 400 800 (Australia) or 0800 4000 23 (New Zealand)

Email: info@ubiworldtv.com

Website: www.ubiworldtv.com

1. FEES AND CHARGES

- 1.1 The fees and charges referenced in this Contract are listed in our Pricing Guide, which can be found on our website.
- 1.2 You must pay the following within 10 days of your Activation Date if applicable:
- a. the Subscription Fee;
 - b. the Activation Fee; and
 - c. any Additional Fees payable.
- 1.3 You must pay any goods and services tax, duty, levy or charge in the nature of a goods and services tax or like charge assessed or imposed in respect of any product or service supplied by us ("Other Charges").
- 1.4 The Subscription Fee must be paid monthly by one of the approved payment methods.
- 1.5 If any amount owed to us by you is overdue, we may, upon reasonable notice to you, deactivate the Service until payment is received in full, including a Reconnection Fee.
- 1.6 If a payment is dishonoured or rejected, we will charge you for any associated fees and charges which we incur as a direct result.
- 1.7 You will be charged Additional Fees for the provision of program guides, or statements, if these are provided to you.
- 1.8 You must complete all relevant documentation in relation to the payment method that you have chosen and ensure that there are sufficient funds available through your financial institution to meet your obligations under the Contract.
- 1.9 We may pay a commission to any person or entity who introduces you to us.

2. EQUIPMENT

- 2.1 In order to receive the Services you will need to purchase the Satellite Equipment from a third party and pay a third party to install the Satellite Equipment at your Premises.
- 2.2 You will need to pay a third party if you want to adjust existing Satellite Equipment at your Premises to receive the Service.
- 2.3 In order to receive the Service you will need to purchase an STB from a third party (unless we agree to loan this to you) and pay a third party to install the STB at your Premises.
- 2.4 You must not attach more than one monitor to the STB. Each monitor on which you want to watch the Service requires a separate STB, Smart Card and Subscription Contract.
- 2.5 You must not, or allow anyone to use or tamper with the STB in order to attempt to gain unauthorised access to the Service.
- 2.6 If your STB is loaned from us, you acknowledge that we own the STB at all times and if there is any fault with the STB after the Term you may be liable for a service call fee as set out in the Pricing Guide.
- 2.7 If the STB is lost or stolen you will be liable for its replacement cost as set out in the Pricing Guide and reasonable transport costs, if applicable. If the STB is damaged you will be liable for its reasonable repair cost or its replacement cost and service call fee as set out in the Pricing Guide.
- 2.8 The Smart Card remains our property at all times.
- 2.9 If the Smart Card is lost, stolen or damaged you will be liable for the replacement and/or repair costs as per the Pricing Guide, including any third party costs that may be involved.

- 2.10 You must not, or allow anyone to, use or tamper with the Smart Card in any manner not expressly authorised by us. You must immediately notify us if:
- a. problems occur with the Smart Card or it is stolen, damaged, lost, destroyed or interfered with in any way; or
 - b. you become aware of any unauthorised use of the Smart Card, which may constitute piracy.
- 2.11 You must not do or permit any advertisement, program delay, interruption, editing, copying, videotaping, insertion, deletion, re-broadcasting, re-transmission or any alteration to the Service.
- 2.12 You must not allow the Service to be viewed in any public area or obtain any commercial benefit from using the Service without our prior written consent. If you do so, we may charge you the commercial rate for the Service during any such period that you have breached this clause.

3. WARRANTIES AND AUTHORITIES

- 3.1 You authorise us to use your information in accordance with our Privacy Policy. You must immediately notify us of any changes to the details provided by you.
- 3.2 If you wish to authorise another person to have access to your account details so we can speak to them about your account, contact us and this can be arranged.
- 3.3 Where you are paying by credit card, you authorise us to obtain from any bank, credit card operator, financier or credit provider direct payment of any monies necessary to pay the whole or any part of the following:
- a. the Subscription Fee;
 - b. the Activation Fee; and
 - c. any Additional Fees payable.
- 3.4 Where you are paying by Direct Debit in Australia, you authorise:
- a. us with APCA User ID Number 263641 to arrange funds to be debited from your account at the financial institution as prescribed to us by you, through the Bulk Electronic Clearing System and this authorisation is to remain in force in accordance with the terms described in the Contract;
 - b. us to verify the details of your account with your financial institution;
 - c. your financial institution to release information allowing us to verify your account details; and
 - d. us to obtain from any bank, financial institution or credit provider direct payment of any monies necessary to pay the whole or any part of the following:
 - i. the Subscription Fee;
 - ii. the Activation Fee; and
 - iii. any Additional Fees payable.

- 3.5 You warrant that you either own or are the lawful occupier of the Premises or any new Premises to which you transfer the Service with our permission and warrant that you have obtained all permission required to install and maintain the Satellite Equipment and provide the Service, including but not limited to, any permission required from an owners' corporation.
- 3.6 If you use satellite equipment that is already installed and in working order at your Premises or any new Premises to which you transfer the Service you warrant that you are the owner of that equipment or otherwise have permission to use the equipment in order to receive the Service.
- 3.7 You indemnify us against any claim made against us by any owners' corporation, person or entity subsequent to the installation, removal, replacement or maintenance of the Satellite Equipment or provision of the Service, including but not limited to the cost of removing the Satellite Equipment if you have not obtained their permission prior to installation of the Satellite Equipment.

4. SERVICE

- 4.1 We will activate the Service once you have confirmed you have all necessary equipment in place at your Premises to receive the Service, and you have agreed to enter the Contract.
- 4.2 We will provide you with the Service from the Activation Date in accordance with the Contract and the terms of any promotional offer under which you sign up.
- 4.3 We will give you at least 14 days' notice of any changes or additions which we make to the Contract which we reasonably consider may have more than a minor detrimental impact on you. If any change or addition to the Contract does have more than a minor detrimental impact on you, you may end the Contract by notifying us within 14 days

of the date of the notice by giving us 30 days' written notice.

We may from time to time vary the UBI World TV Services including the programs, channels, products, content or broadcast times:

- a. in order to improve the Service;
- b. due to our relationship with third party suppliers;
- c. to comply with any relevant laws or regulation;
- d. to maintain commercial viability; or
- e. for promotional purposes.

4.4 We may increase our fees and charges to reflect any increase in the Consumer Price Index by providing you 14 days' notice of the increase.

4.5 We do not provide free-to-air terrestrial channels on our platform. You need to access these channels via other appropriate means.

5. **LIMITATION OF LIABILITY**

5.1 We cannot and do not accept responsibility for insignificant interruption to the Services due to third party suppliers, network availability or weather. If any part of the Service is interrupted for a continuous period of 7 days, we will credit you the cost of the affected Service for that period that it was interrupted.

5.2 We do not warrant or represent that the content of the Services is suitable for viewing by any particular audience. We do not accept responsibility for the accuracy of information contained in the Services.

5.3 We do not accept any liability for any damage to your equipment which may occur due to using the Services, including any burn-in suffered to your television monitor.

5.4 You will be liable for all loss, damage or reasonable costs incurred by UBI as a result of any serious breach of the Contract or reckless or negligent act by you or anyone authorised to use your account. For the avoidance of doubt, any form of unauthorised use of the Services, STB or Satellite Equipment is a serious breach of the Contract.

5.5 We are not liable to make good the Premises after a third party has installed, repaired, removed or replaced the STB or Satellite Equipment.

5.6 We shall not be liable for default or failure in performance of our obligations under the Contract resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, insurrection, accidents, fires, explosions, earthquakes, floods, the elements, power surges, strikes, labour disputes, shortage of suitable parts, components, materials or transportation or any other cause beyond our reasonable control.

6. **TERM OF THE CONTRACT**

6.1 The Contract will commence on the Activation Date and continue for the Term stated in the Subscription Contract or until this Contract is validly terminated.

6.2 We will provide you with the Service after the Term ends on a monthly basis on the Terms and Conditions of the Contract, until either of us terminates the Contract.

6.3 You are not permitted to downgrade your Service to a lesser value Service during the Term.

6.4 If you elect to take any Additional Subscription Services, you agree to subscribe for the minimum term of that Additional Subscription Service as advised.

7. **TERMINATION**

7.1 You may terminate the Contract by exercising any right you may have under any applicable legislation. That legislation will prevail if there is any inconsistency between the Contract and such legislation.

7.2 You may terminate the Contract after the Term stated in the Subscription Contract has expired by giving us one (1) month's prior written notice.

7.3 You may terminate the Contract within the Term by paying the Subscription Fees due for the remainder of the Term.

7.4 You may terminate the Contract without penalty if the Service is interrupted for a continuous period of 14 days.

7.5 We may terminate the Contract:

- a. upon reasonable notice to you if any monies payable by you are overdue for more than fourteen (14) days;
- b. upon notice to you if you breach any material obligation under the Contract;

- c. by one (1) month's written notice to you if you are outside the Term of your Contract; or
- d. upon notice to you if we have reasonable belief that you have engaged in conduct which is unlawful in relation to the Services, or which may cause us harm, or cause harm or distress to any of our employees, representatives, officers, subscribers or broadcasters.

7.6 We may terminate the Contract if we discover that you did not obtain permission from any owner's corporation, person or entity from whom permission was required to be obtained prior to the installation or maintenance of the Satellite Equipment or the provision of the Service.

7.7 On termination of the Contract all rights accrued in favour of either party against the other party shall continue.

7.8 On the termination of the Contract, unless otherwise specified in these Terms and Conditions, you must immediately pay us:

- a. all Subscription Fees and other amounts which are owed by you; and
- b. all Subscription Fees which have not yet fallen due for payment for the remainder of the Term.

7.9 On the termination of the Contract, you must follow any directions we give you about the return or collection of the Smart Card and, if applicable, the STB. Failure to do so will mean we can charge you for the Smart Card, the STB and un-recovered equipment at the rate set out in the Pricing Guide and reasonable transport costs, if applicable.

7.10 If we terminate the Contract within the Term due to monies payable by you being overdue for more than fourteen (14) days, you can reactivate the Service within 30 days of the date of termination by paying any overdue Subscription Fees as well as the Reactivation Fee as set out in the Pricing Guide.

8. TEMPORARY SUSPENSION

8.1 At your request which must be in writing, we may suspend the Service for a maximum period of 3 months (within Term) or 6 months (outside Term). The Service can only be suspended once in any 12 month period.

8.2 You agree to pay a one-off Suspension Fee as set out in the Pricing Guide, on the earlier of the date you request to have the Service reconnected, or the date that the maximum suspension term has expired at which time your Service will be automatically reconnected if your Contract is within Term and applicable Subscription Fees will recommence.

8.3 If you request suspension within Term, the period of suspension is added to the length of the Term.

8.4 You cannot request suspension of the Service if you have any overdue fees.

9. ASSIGNMENT

9.1 We may transfer or assign our rights and obligations under the Contract to any other person or company. We will notify you of any such transfer or assignment.

9.2 You may assign the Contract to a third party with one month's prior written notice to us and subject to our approval, which we will not unreasonably withhold. All your obligations and rights pursuant to the Contract will be assigned to the third party when the third party enters into the Contract with us.

10. PRIVACY POLICY

10.1 This Privacy Policy sets out our policy on the management of your personal information. We are committed to ensuring the proper use of that information. We are also subject to the requirements of the Privacy Act 1988, the Telecommunications Act 1997 and the ACIF Code of Practice for the Protection of Personal Information of Customers of Telecommunications Providers. This Policy may be updated from time to time. The latest Privacy Policy can be accessed at www.ubiworldtv.com

10.2 This Privacy Policy contains the following important information regarding your relationship with us:

- a. collection of personal information
- b. use of personal information
- c. disclosure of personal information
- d. information accuracy
- e. information security
- f. correcting and accessing personal information
- g. trans-Border transfer of information
- h. sensitive information
- i. disclaimer

- 10.3 We will only collect personal information that is necessary for one or more of our legitimate functions or activities and will only do so by lawful and fair means and not in an unreasonably obtrusive way.
- 10.4 We will collect, record and store personal information about you when you register as a subscriber to the Service or when you enter or apply for promotions run by us.
- 10.5 The personal information collected by us is or may be used:
- to streamline and personalise your experience while dealing with us;
 - to assess your application for the Service, including a credit assessment;
 - to maintain your account, including customer support and billing;
 - during and after the Term, for research and development of our services and products;
 - during and after the Term, to notify you about new products or services from time to time; and
 - to maintain a credit information file about you.
- 10.6 We may also use personal information for the purpose of direct marketing. However, we may only use your personal information or data in relation to promotional activities where it is impracticable for us to obtain your prior express consent. Whenever we do this we will provide an express opportunity when we first contact you to decline receiving any further marketing communications from us.
- 10.7 Information collected by us may also be combined and de-identified to provide us with anonymous demographic and usage information. We will then use this aggregated information to develop new and/or more appropriate services and products to offer to customers.
- 10.8 We will only pass on personal information about you to other companies or people during or after the Term when:
- we need to share your information in order to provide the product or Services;
 - we need to pass on the information to companies for the purpose of assessing credit applications;
 - we need to pass on the information to ensure you meet your obligations under the Contract. This may include disclosing information about your credit relationship with us to a credit reporting agency if you default on your payment obligations;
 - we need to pass on information to third parties for planning and research purposes; and
 - we are required to respond to subpoenas, court orders or any legal process or responsibility.
- 10.9 If you tell us that you do not wish to have your personal information used or disclosed for a particular purpose we will respect your wishes, unless this is not legally or practicably possible.
- 10.10 For the purposes of clause 10.8, personal information may be accessed and viewed by authorised information technology consultants and other systems administrators for the sole purpose of maintaining an effective recording and accounting network system.
- 10.11 We will take reasonable steps to ensure that the personal information we collect, use or disclose is accurate, up to date and complete.
- 10.12 We will take reasonable steps to protect the security of personal information held by us.
- 10.13 We only permit personal information to be accessed by authorised personnel.
- 10.14 We will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose.
- 10.15 Subject to verification of identity, personal information may be accessed at any time by request of the person to whom the information relates.
- 10.16 Access to personal information can be obtained only by the person to whom that information relates to and is available by contacting our Customer Care Centre in Australia on 1300 400 800 or in New Zealand on 0800 4000 23.
- 10.17 If we hold personal information relating to a person then that person may request at any time that any or all of that information be changed, updated or corrected.
- 10.18 In order to provide certain content and subscription services to our customers, we are required from time to time to submit information that may contain personal information to companies, organisations and people outside Australia and New Zealand.
- 10.19 We will only use personal information in this way if it is necessary to do so in order that we are able to provide you with services and products that you have requested.

- 10.20 We will take reasonable steps to ensure that the information which we have transferred will not be collected, held, used or disclosed by the recipient of the information for any other purpose other than to assist us with the provision of products or services to our customers.
- 10.21 We will not collect, use or disclose sensitive information (such as information about political or religious beliefs or racial or ethnic origins) except with your consent.
- 10.22 Where it is necessary to obtain sensitive information in order to provide products and services in a specific language, we will take all reasonable steps to ensure that this information is used solely for the purposes of providing, improving and enhancing those services.
- 10.23 We, and this Privacy Policy, may be subject to applicable legislation, regulations and codes of practice. To the extent that this Policy exceeds the minimum obligations under Commonwealth and State legislation, this Policy serves as a documentation of our voluntarily self-imposed standards. While we are determined to meet those standards as best we can, to the extent permitted by law, we are not liable if we do not adhere to any of these standards, for any loss, liability, costs, expense or damage arising as a result of our failing to meet any of the voluntarily self-imposed standards in this Policy.

11. MISCELLANEOUS

The Contract

- 11.1 The Contract contains the whole agreement between you and us with regard to subscription to the Service. The Contract can only be amended with our agreement.
- 11.2 Any provision of the Contract which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

Governing Law and Jurisdiction

- 11.3 This Contract, and any proceedings arising from the Contract, shall be governed by the laws of New South Wales. In the event that any law which applies in the State or Country where the Contract was formed prohibits the Contract from providing that the law of a State or Country other than that State or Country shall govern the Contract and/or any proceedings arising from the Contract, the Contract, and any proceedings arising from the Contract, shall be governed by the laws of the State or Country in which it was formed.
- 11.4 Both parties to the Contract submit to the exclusive jurisdiction of the courts of New South Wales. In the event that any law which applies in the State or Country where the Contract was formed prohibits the Contract from providing that any proceedings arising out of, or in relation to, the Contract to be justiciable only by the courts of a place other than that State or Country, this clause 11.4 shall not apply.

Language used in the Contract

- 11.5 Words in the singular include the plural and vice versa. Words importing any gender include all genders. Words importing persons include companies and vice versa.
- 11.6 The headings are a guide only to the meaning of words. They constitute part of the context within which the words used in the Contract must be construed and should be taken into consideration in determining the meaning of those words in case of ambiguity. The headings do not, however, limit the generality of words used in the Contract.

DEFINITION OF WORDS THAT HAVE SPECIAL MEANING

“Activation Date” means the date on which we first activate the Service.

“Activation Fee” means the fee to commence viewing the Service as set out in the Pricing Guide.

“Additional Fees” means those that may be charged for the supply of certain products and the maintenance of your account, as set out in the Pricing Guide.

“Additional Subscription Services” means any additional channel or tier, stand alone or premium channel, or pay per view event that you can subscribe to.

“Contract” means these Terms and Conditions, the Subscription Contract and the direct debit authority form (if applicable) and the terms of any promotional offer which you avail of.

“Other Charges” means the charges defined in clause 1.3.

“Payment” does not occur until actual funds have been credited as cleared funds to our bank account and “paid” has the same meaning.

“Premises” means the premises to which the Service will be provided by us.

“Pricing Guide” means current up to date prices for all fees and charges relating to the Service as published on www.ubiworldtv.com at any given date.

“Reactivation Fee” means a fee which may be charged if the Contract has been terminated due to non payment and the Service has been reactivated at the rate set out in the Pricing Guide.

“Reconnection Fee” means the fee at the rate set out in the Pricing Guide, which may be charged if the Service has been deactivated due to non payment and the Service has been reconnected.

“Satellite Equipment” means cabling from the wall plate to the STB and from the STB to your television or video equipment and the satellite dish including associated mounting hardware and electronics.

“Service” means each and all of the subscription packages and/or any Additional Subscription Services selected by you and communicated to us by you from time to time, and the terms and conditions attached to each and all of them as set out in the Pricing Guide section of our website at www.ubiworldtv.com.

“Smart Card” means a card which identifies an STB to the network. It authorises descrambling of the satellite signal, and authorises purchases using the STB.

“STB” means the UBI Approved Set Top Box unit that is connected to a satellite dish in order to unscramble a picture that is protected by encryption, including the remote control, RCA cable, and Users Manual.

“STB Manual” means the manual that is provided with the UBI STB.

“Subscription Contract” means the schedule to be signed by you confirming acceptance of these Terms and Conditions and which forms part of the Contract.

“Subscription Fee” means the monthly fee for the Service.

“Term” means the term specified in the Subscription Contract.

“We”, “us” and “our” means United Broadcasting International Pty Ltd.

“You” and “your” means the subscriber as identified in the Subscription Contract and where applicable the subscriber’s successors or permitted assignees.



A u s t r a l i a : 1300 400 800

New Zealand: 0800 4000 23

info@ubiworldtv.com

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