



**KonnecTV Pty Ltd**  
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## SUBSCRIPTION AGREEMENT

### Customer Information

Title: ..... First Name: .....

Last Name: .....

Address: .....

Suburb: ..... State: ..... Postcode: .....

Tel (Home): ..... Tel (Work): .....

Mobile: ..... Fax: .....

Email: .....

### Equipment and Plans *(Zee decoder must be used)*

**Full installation** *(12 Month Contract)*

**Zee Decoder Box: \$229.00**  
*(12 Month Contract)*

**Includes:-**

**Connection Fee: \$99.00.**  
*(12 Month Contract)*

**Zee Decoder Box**

**ZERO \$ Plan**  
*(24 Month Contract P&H is \$15.00inc GST)*

**Satellite dish**

### Packages *(Please Tick appropriate)*

**Basic Package: \$29.95 Inc GST / per month** *(PLEASE TICK ZEE PREMIER OR ZEE CLASSIC)*  
**Zee TV, Zee Cinema, Zee News, Zee Business**

Zee Premier  Zee Classic

**Premium Package: \$33.95 Inc GST / per month**

**Zee TV, Zee Cinema, Zee News, Zee Business, Zee Premier, Zee Classic**

**Add-on Package: \$4.95 Inc GST / each per month**

Zee Marathi  Zee Punjabi  Zee Gujarati  Zee Bangla

### Declaration

- I acknowledge that I have read and understood the terms and conditions provided to me by KonnecTV.
- I understand that I am entering in a contract and charges apply as explained above.

Signature: ..... Date: .....

### For Office use only

Customer ID: ..... Sales Re ID: .....

STB No: ..... S/C No: .....

# SUBSCRIBERS CONTRACT

WELCOME and thank you for choosing KONNECTV as your satellite television service provider. Please take the time and read our terms and conditions of service specified below. This agreement is legally binding. If any of the provisions of this Agreement you do not understand, you have the option to obtain independent legal advice from your lawyer who can explain the legal consequences of entering this agreement with us, prior you accept our Service.

NB: Headings are for convenience only and are not part of this Agreement.

## YOUR AGREEMENT

This Agreement sets out the terms and conditions on which we will provide you with satellite television services (Service). The Service is the transmission by KONNECTV of Channels, and the reception by your equipment of the Channels from the Package selected by you. This Agreement includes the following:

- Your Application
- References to our Price list in the Prices section of our website
- Our policies regarding the use of the Service
- Notices we may give you from time to time advising of changes during the currency of this Service or this Agreement.

### How long will we provide you with the Service?

Once this Agreement is executed and signed by you, we will provide you with the Service on a 24 months basis from the date of activation of your Smart Card with us. The Service will continue subject to you paying the Fees for each month in advance, until ended in accordance with this Agreement. See the "Cancellation and Termination" section of this Agreement.

### Can the Agreement be changed?

The Agreement is subject to be amended exclusively by KONNECTV. However, we will endeavor to provide written notice to you for any changes, which may substantially affect you and you, will be deemed to have accepted those changes, if you continue to subscribe to the Service being provided by KONNECTV.

### Can you transfer the Agreement to someone else?

You shall not transfer this Agreement to another person without our written consent to do so. However until such time as the new person is approved, you will be liable for payments for the Service.

## ABOUT THE SERVICE

### How can you use the Service?

You are allowed to use the Service for private viewing only at your Home Address. Home Address means the address of your home as indicated in this agreement or any new address to which you have transfer the Service in accordance with this Agreement.

### You are not permitted to:

- Show the Service in a Public Viewing Space; or
- Re-direct, re-distribute or supply the Service to any other place other than your Home Address without our prior written consent. If you permit the Service to be shown in a Public Viewing Space or redistribute the Service by any technological means without our consent, you may be required to:
- Pay an additional charge for your permitted access to the Service in a Public Viewing Space.
- Reimburse us for reasonable costs or damage arising out of your breach; and/or
- Your Service may be cancelled without assigning any reason. And you may also be dealt under State and Federal Law for criminal penalties.

### Channels

We will provide you with the Channels in your chosen Package at the set price specified in the Prices section of our website. We may vary the Service supplied to you by :

- Replacing or withdrawing Channels or content
- Altering transmission times, or
- Stop providing Channels without notice

If we withdraw a particular Channel in your Package, you are not entitled to a refund or reduction in Package, unless we reduce the Fees for that Package as set out in the Prices section of our website.

### Can you choose other Channels?

You can add other Channels for additional charges as specified in the Prices section of our website.

## EQUIPMENT ( Applicable for The purchase of decoder box and Full installation)

We will provide you with a Set Top Box and Smart Card to allow you to access the Service using the required decoder box.

As well as the Set Top Box and Smart Card you will need the following Equipment to receive the service:

- Satellite Receiving Equipment;
- Cabling from the Satellite Receiving Equipment to the Set Top Box, and from the Set Top Box to the Television or Monitor;
- Television or Monitor.

The Equipment you purchase from us belongs to you. You are responsible for the Equipment use.

## EQUIPMENT (Applicable for \$99 And \$0 Plan)

We will provide you with a Set Top Box and Smart Card to allow you to access the Service using the required decoder box at no charge. Decoder box will remain Konnectv's property. After the completion of the contract, the customer must return the decoder if the services are not required further. Unrecovered decoder will be charged at \$229.00

As well as the Set Top Box and Smart Card you will need the following Equipment to receive the service:

- Satellite Receiving Equipment;
- Cabling from the Satellite Receiving Equipment to the Set Top Box, and from the Set Top Box to the Television or Monitor;
- Television or Monitor.

## ACTIVATION OF THE SERVICE How do you activate the Service?

Once your payment has been processed and all the Equipments have been installed, you or the person installing the Equipment may call us to activate the Smart Card. We will activate the Smart Card to allow you to decrypt and view the Channels in the Package selected by you. It may take up to 24 hours to activate the services.

## Can you transfer the Services to another address?

You may request to transfer the Service to another address. However in some circumstances we may not be able to provide the Service to the new address due to various reasons. If that is the case, your request to transfer will be treated as a one month's notice to terminate this Agreement. Early termination fees may apply.

## Your Account

All fees and charges for the Service are specified in the Prices section of our website. Which may vary the type and amounts of fees and charges in the Prices section of our website from time to time. Changes to Charges We may alter or increase the Base Fee, the prices in the Prices section of our website, and the Additional Charges at any time. We will tell you about any changes to the Base Fee prior to the increases taking effect. We will notify you of any changes to or any new fees or charges via email, mail, our website or through the Service.

## How do you pay?

The first Payment will become due on the day of Subscription to the Service. Subsequent Payments will become due on a monthly basis from the date of Activation of the Service. Additional Charges, including the Monthly Direct Debit Service fee in the case of Customers electing to use Direct Debit, which may have accrued during the month, will also be specified in your account and are payable on the Due Date. You will be charged these payments even if they have been incurred by someone else at your Home Address or have been carried over from a previous billing period.

Payment may be made by direct debit from your credit card or bank account in the case of Direct Debit. It is your responsibility to ensure there is sufficient credit on your credit card account or sufficient funds in your bank account in the case of Direct Debit to cover the payments. If there is insufficient credit on your credit card or insufficient funds in your bank account in the case of Direct Debit to cover the payments we will charge you the Dishonored payment fee as set out in the Prices section of our website.

### Payment through Direct Debit from a Bank Account: -

In the case of Direct Debit from a bank account, you will be required to agree to a Direct Debit Request Service Agreement and sign a Direct Debit Request form prior to commencement of the Service. Each subsequent debit for the monthly subscription fee will be made at monthly intervals. Upgrading of your subscription package/s as well as fees towards dishonored payments and reconnection fees may also be deducted under the Direct Debit agreements.

NB: See Appendix 2 for the Direct Debit Request (DDR) Service Agreement.

## GST

The fees and charges set out in the Prices section of our website are inclusive of GST. If any other amounts are payable under this Agreement and incur GST you will pay us an additional amount equal to any GST we incur.

## What happens if you can't make payment?

If you do not pay us the total amount due by the Due Date we shall have the option to::

- restrict the Service;
- suspend the Service; and/or
- disconnect the Service within 5 days after the Due Date if no payment is received or payment fails;

until all amounts due have been paid. You should be aware that if we report your default to a credit-reporting agency your credit rating may be affected and you may have difficulty obtaining credit in the future.

## Reconnection

If any payment method you use to pay us fails (for example insufficient funds) then we will charge you a dishonour fee as set out in the Prices section of our website. And if suspended the services for non-payment, the service shall be reconnected once all outstanding amount has been paid to us together with reconnection fee as set out in the Price section of our website.

## PROBLEMS WITH THE SERVICE

### What happens if there is a default in the Service?

We shall put our all efforts to ensure uninterrupted and FRIST CLASS service to you subject to this agreement, however if there is default/interruption in the service beyond our control we shall inform you and shall try to set the things right as early as possible.

## CANCELLATION OR TERMINATION OF SERVICE

(Applicable For 24 month Contract)

Unless we breach the contract (excluding reasons listed in the liability clause), this contract will remain in force for a Term of 24 months, and it will continue on monthly basis after this time unless it is ended by you.

## CANCELLATION OR TERMINATION OF SERVICE

(Applicable For 12month Contract)

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 on monthly basis after this time unless it is ended by you.

## When can the Service be cancelled by us?

We can terminate our obligations under this Agreement immediately if you breach the Agreement eg for non-payment of your account, or if any other part of this Agreement allows, unless the law requires otherwise.

### Is there a charge for cancellation or termination of this Agreement?

Upon canceling your service you must pay us the total amount due for the remainder of the minimum term. We will:

- debit your credit card or bank account in the case of Direct Debit for all of the outstanding charges you are responsible to pay when this Agreement ends;
- disconnect the Service.
- refer you to a collection agency to recover the unpaid amount; and/or
- if the amount remains unpaid for 60 days after the cancellation date and we have taken steps to recover the amount, report your default to a credit reporting agency.

## INDEMNITY AND LIMITATION OF OUR LIABILITY

### What we are not responsible for

Whilst we will endeavor to provide a first class service to you, we cannot guarantee the availability or continuity of the Service at all times in all areas, nor that it will be timely or without defect. We will endeavor to notify you of any changes with the Service which substantially affect your receipt of the Service, giving you an option to cancel the Service without penalty. However, we are not responsible for any loss or disappointment you may suffer as a result of withdrawal of a particular Channel, the content of any Channel or change of broadcast times of any Channel.

We will NOT be responsible to you or any other person. This includes but is not limited to liability for:

the content of any Channel or messages delivered by the Service and we give no guarantee about the accuracy of any information or images received via the Service;

- minors accessing inappropriate material;
- unauthorized users of the Service accessing unauthorized content;
- any damage to your Home Address or your own equipment (eg your TV, video-recorder or DVD player);
- any misuse or failure of the Service caused by you or anyone else at your HomeAddress;
- any loss you or any other person suffer as a result of:
  - i. the use of your Equipment to access the Service;
  - ii. you or anyone at your Address viewing or using the Service;
  - iii. any other cause where the cause is outside our reasonable control;
  - iv. installation of Equipment at your Address.

In addition to any rights we may have under this Agreement, you will be liable to us and to keep us indemnified against any loss, cost, expense, damage or

other liability (including legal costs on a solicitor/client basis) whether directly or indirectly arising out of any claim or demand against us by you or any person other than you in connection with the Service of this Agreement and/or your use or the provision of a other services by another service provider.

If we are liable to you then, to the maximum extent permitted by law:

- if the liability relates to goods, we may at our election resupply those goods or similar goods to you or pay another person to do so;
- if the liability relates to services, we may at our election resupply those services or similar services to you or pay another person to do so;
- you agree that we are not liable in any way for any indirect or consequential loss arising out of or in connection with the supply of the Service or matters arising from this Agreement between us.

### Exclusion of Implied warranties and conditions

To the maximum extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied by legislation, the common law, equity, trade, custom or usage or otherwise relating to the provision by us of the Service, or otherwise in connection with this Agreement are expressly excluded.

### Things outside our control

If we are unable to perform our obligations under this Agreement as a result of an event or cause beyond our reasonable control (for example, an act of God, war, fire, flood, strike, lockout, terrorism or disruption to electricity):

- we will notify you, unless the circumstances prevent us from doing so;
- the Service may be suspended for the period for which we cannot perform our obligations.; and/or
- you can elect to terminate this Agreement.

## SECURITY AND YOUR PERSONAL INFORMATION

### Confidentiality and Your Personal Information

We may hold personal information about you such as your name, Home Address and account information in our databases. You must notify us of any changes to your personal details.

All personal information held by us may be used or disclosed in accordance with the Privacy Act 1988 (Cth), including:

- for us and our contractors to perform our obligations to you and for you to perform your obligations to us;
- to report to a credit reporting agency in the event of payment defaults;
- for research, marketing and promotion of the Service to you and/or other service providers associated with us; and
- to a law enforcement agency if required by law, such as to assist a criminal investigation.

You consent to the use and disclosure of your information for the purposes listed above. You should notify us if you do not wish to receive marketing information from other service providers, by contacting us directly.

### How we will contact you

We will post notices on the Service or our website, send notices to your Home Address, or by electronic mail and SMS.

### Our Rights

We may transfer any of our rights or obligations under this Agreement, with prior notice to you. We may exercise a right or remedy or give or refuse consent in any way we consider appropriate. We can exercise all the other rights and powers we have under law even if they overlap with those in this Agreement. If we do not do something when we are entitled to, that does not mean we are giving up that right.

### At the end of this Agreement

Any rights, which either of us has against the other under this Agreement, which are not fulfilled when the Agreement is ended, will continue to exist. In particular, any rights either of us has under the Liability section above will continue even after the Agreement is ended.