

**Konnectv Pty Ltd** ABN 11 124 704 990Unit 1B
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AustraliaTel: **1300 797 012**
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Email: info@konnectv.com
www.konnectv.com.au**KONNECTV SUBSCRIBER AGREEMENT****1. Agreement**

1.1 This agreement is a contract for the supply of the Konnectv Service between Konnectv Pty Ltd ACN 124 704 990 (referred to herein as "us", "we" or "our") and: The person whose name, address and signature is set out in the Konnectv Application Form (referred to herein as "you" or "your"), the terms of which form part of and are incorporated into this Agreement.

1.2 We agree to supply and you agree to (purchase) avail the Konnectv Service in accordance with the terms of this agreement.

1.3 In the event of a conflict between the provisions of any order form and the provisions of this agreement, the provisions of this agreement shall prevail, save to the extent otherwise expressly agreed by the parties.

1.4 Variation-We may vary any term of this agreement at any time by giving you reasonable notice

2. term

2.1 Fixed Term - This agreement starts when you order the Konnectv Service and ends in accordance with the terms of this agreement. If you have selected to receive the Konnectv Service under the fixed term contract, you agree to a fixed term of twelve (12) months/twenty four (24) months that starts on the date we first supply you with the Konnectv Service and continues for the Fixed Term. This is applicable for the family entertainment bouquet and also for PTC Punjabi add on Channel. If you did not select the Fixed Term contract you may terminate this agreement by giving us 30 days notice.

2.2 Expiry of Fixed Term - This agreement continues after the expiry of the Fixed Term until terminated by you or us giving 30 days notice.

2.3 Rights unaffected - If this agreement ends, this shall not affect the rights of either party which have accrued under this agreement prior to it ending.

3. Service

3.1 Konnectv Service - We will provide you the Konnectv Service that you subscribe to.

3.2 Use of Konnectv Service - The Konnectv Service is provided for private use in the private premises nominated by you and approved by us only (the "Premises"). You must not use the Konnectv Service for a commercial use or allow the Konnectv Service to be displayed in a public viewing area (whether directly or indirectly by any means).

3.3 Unauthorised use of the Konnectv Service - You must not copy the Konnectv Service or any part of it or split, redirect, redistribute or otherwise offer or supply any Konnectv Service to any other place outside your private premises without our prior written authorisation. We may suspend provision of the Konnectv Service or terminate or suspend this agreement if we have reasonable belief that you have breached this clause or clause 3.2.

3.4 Changes and interruptions to Konnectv Service - We reserve the right to vary the Konnectv Service at any time, including the programs, packages, channels, products, content or transmission times and you agree that we are not liable for any loss or inconvenience suffered by you due to any such variation, and no refund or compensation will be provided for the same.

You acknowledge that the Konnectv Service may be temporarily lost or suspended due to reasons beyond our control and that we will not be liable when this occurs.

4 Equipment and Access

4.1 Equipment - We will provide you with equipment at prices in accordance with our current rate card in order to enable you to receive, decode and view the Konnectv Service on your television. You may only use the equipment to receive and decode the Konnectv Service, and not for any other purpose. The equipment we provide to you will remain our property at all times and you must return it to us (at your cost) upon termination of this agreement. Where the equipment is affixed, attached or secured to land or Premises, the equipment shall be deemed not to be a fixture and may be removed by us or our authorised representative at any time in accordance with this agreement. Charges as per our current rate card will apply and be payable by you if equipment is not returned in good condition.

4.2 Access - You must provide us and our authorised persons with safe access to your Premises for the purpose of installing, maintaining, using, removing, replacing or repairing the equipment. You must comply with the reasonable requirements of us and our authorised persons regarding access to your Premises, including those regarding their safety.

4.3 Installation - We or our authorised persons may (at our sole discretion) install the equipment at your Premises. You must provide a suitable place at the Premises for installation of the equipment. We, or our authorised persons, have the sole right to determine if a particular place is suitable for installation of the equipment. If you do not agree with our, or our authorised persons, determination of the equipment installation site, and elect to not proceed with the installation of the equipment, you acknowledge and agree to pay the service call fee in accordance with our current rate card. If we elect to not install the equipment and you need to obtain services from a third party in order to enable the installation, we will endeavour to advise you when you order the Konnectv Service. You must provide electricity and power points for the equipment at your own expense. We will use reasonable endeavours to install the equipment on or around the agreed installation date and time but will not be liable for any loss or damage for failure to do so.

4.4 Unauthorised use of Equipment - Unless otherwise expressly advised to you in writing, we retain the legal and beneficial ownership of the equipment at all times. You must not remove any marking which identifies our ownership of the equipment. You must not do anything inconsistent with our ownership of the equipment including but not limited to selling or offering the equipment for sale, creating or allowing a security interest to be created over the equipment, or parting with possession of the equipment. You must not alter, tamper with or attempt to repair the equipment.

4.5 Loss of & Damage to Equipment - You must keep the equipment in good condition. If the equipment is lost, stolen, damaged or faulty you must notify us immediately. We will repair or replace the equipment (at our sole discretion). The applicable equipment replacement fee and service call fee specified in our current rate card will apply.

4.6 Smartcard - You must only use the smartcard at the Premises and with the other equipment provided by us.

5. Billing/Direct Debit Service Agreement

5. Konnectv's commitment to you - This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Konnectv Pty Ltd 390529 and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

5.1 Billing information - You must provide us with accurate and complete billing information including your legal name, address and telephone number.

5.2 Fees and charges - In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount that apply to your subscription of the Konnectv Services, the installation and the equipment by the due date. If you do not pay the amount that you owe by the due date we may suspend your access to the Konnectv Service or terminate this agreement immediately by notice to you. We may charge you the following fees specified in our current rate card and we will not be responsible for any loss or inconvenience caused while exercising this right:

(a) payment decline charges if the payment declines;

(b) a reconnection fee to reactivate your Konnectv Service if it has been suspended because you have not paid your account by the due date or because you breached this agreement;

(c) a statement fee if we provide you with a monthly statement; and/or

(d) debt collection agency charges

5.3 Variation to fees and charges -

(a) We may increase our monthly subscription charges at any time, and will take the necessary measures to notify you of the same. If you choose not to go ahead, you may cancel your subscription of the Konnectv Service within 30 days of the date of such notification without incurring any Early Termination Fee.

(b) We may make other changes to our fees and charges by giving you reasonable notice of the changes.

5.4 You will pay the monthly subscription in advance for the month. This will be through direct debit from your bank account or credit card (we accept Master and Visa cards only). Direct deposits and cheque payments are not accepted by us.

5.5 You can suspend the service for a maximum of 2 months in a calendar year. Charges for Voluntary Suspension as specified in our current rate card will apply. Unused suspension periods cannot be carried forward to the next year.

5.6 Intellectual Property - You must not publish or use, without our prior written consent, any trademark, trade name, logo or service mark of ours. You indemnify us against any claim, loss or damages arising out of any unauthorised use by you of any of our or any third party intellectual property rights in relation to the Konnectv Service.

5.7 Consent - You warrant that you are the owner, or have obtained all necessary consents of the owner/s, of the Premises where the Konnectv Service is to be displayed or of any property or equipment on which the equipment is to be installed. If you breach this warranty you are liable to us for any claim made against us by the owner/s regarding the Konnectv Service or the installation of the equipment. If the owner/s require us to remove the equipment from the Premises, then we may charge you, and you must pay, a service call fee in accordance with our current rate card. If the owner / s of the Premises give up possession of the Premises for any reason, you must use your best endeavours to ensure that the subsequent owner / occupier of the Premises agrees to observe the terms of this agreement with regard to the equipment and in particular, you must notify such person that the equipment is our property.

5.8 Credit Risk - We may terminate or suspend this agreement if we have reasonable grounds to believe that the account will not be paid or that the equipment will not be returned following reasonable notice from us requiring you to do so.

5.9 If you want to make changes to the direct debit facility, the same can be communicated in writing to Konnectv via mail, email or fax (details above) 5 business days prior to the next scheduled drawing. changes can include deferring the drawing, stopping an individual debit, suspending or cancelling the debit. Direct all enquiries to us, rather than to your financial institution, and these should be made at least 5 working days prior to the next scheduled drawing date. All communications addressed to us should include your Konnectv ID.

5.10 If you feel a debit has been made incorrectly call our Customer service on 1300 797 012. If we cannot substantiate the reason for the debit, a refund will be given. If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to you claim within 5 business days (for claims lodged within 12 months of the disputed drawing); or within 30 business days (for claims lodged more than 12 months after the disputed drawing) Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

5.11 It is your responsibility to ensure that:

your nominated account can accept direct debits (your financial institution can confirm this); and that on the drawing date there is sufficient cleared funds in the nominated account; and that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, Konnectv will re-draw from the account after 3days. Any transaction fees payable by us in respect of the above will be added to your account/bill.

6. Liability

6.1 Service Availability - We are not responsible for interruption or delay to the Konnectv Service due to any events beyond our reasonable control including weather and defaults of third party suppliers.

6.2 No Liability for Content - We do not warrant or represent that the content of the Konnectv Service is suitable for viewing by any particular audience.

6.3 Damage to Premises - You accept that the installation of the equipment (including the Antenna if applicable) may involve alteration to your Premises. We do not accept any liability for damage to the Premises caused by the installation of the equipment or pre-existing structural defects.

6.4 Damage to your equipment - We do not accept any liability for any damage to your equipment which may occur due to using the Konnectv Service, including any burn-in or other defect occurring to your television monitor.

6.5 Liability

6.5.1 Our liability in respect of any breach of this agreement is to the full extent permitted by law, limited to in the case of the supply and installation of the equipment, the supply and installation of that equipment again, or the payment of the cost of having the equipment and services supplied again.

6.5.2 Neither party shall have any liability to the other in respect of any breach of this Agreement for any loss of business profit, revenue, missed contractual opportunity or goodwill or for any indirect or consequential loss however it arises.

6.5.3 We will use all reasonable endeavours to maintain the delivery of the Konnectv Service to the equipment throughout the term of the contract. However, you acknowledge that the Konnectv Service may from time to time be affected by factors outside our control such as atmospheric conditions, weather conditions and discontinuous satellite services.

6.5.4 Without prejudice to Clause 6.5.1, our liability in contract, tort (including negligence) or otherwise arising in connection with this agreement is limited in any 12 month period to the lower of (1) the charges paid in respect of this agreement during that 12 months or (2) \$5,000.

6.5.5 No warranties, representation, guarantees or undertakings are given by us which are not expressly mentioned in this agreement.

6.6 If you have elected a "pot plant" installation of the equipment, you must ensure that the dish antenna is not disturbed, moved or damaged and that there is no obstruction to the Konnectv Service signal. All service calls to address any problem with "pot plant" installed equipment will incur the service call fee in accordance with our current rate card. We are not liable for any damage, disruption or loss caused by your breach of this provision.

6.7 We will only agree to install and connect our equipment to your television. If you elect to have the Konnectv Service attached to any other electronic device such as your home theatre system, DVD player or any other device you must arrange such installation at your own cost and risk. We are not responsible for any of your personal equipment (including your television).

6.8 If the equipment you have ordered and we have agreed to provide you consists of a set-top decoder unit and a smart card only, you acknowledge and agree that:

- (a) you must have your own satellite parabola antenna that meets our specifications installed (at your own expense) at your Premises to enable you to receive the Konnectv Service;
- (b) we are not liable for any damage to your property caused by or in connection with our equipment whether installed by us or our representative, or by any other person.

7. Security

7.1 Security and Customer Information - When you apply for and use the Konnectv Service, we will collect personal information about you (that is, information from which your identity reasonably can be ascertained). The personal information we collect about you will include (but is not limited to) your name, address, contact details (including your telephone numbers and email address), information for identification purposes, information about your credit card or bank account details and information to help us to assess your credit application where relevant. We will also hold information relating to the provision of the Konnectv services to you and information provided by you in connection with the agreement or any other products and services we provide to you.

7.2 Purpose of Collection - We need to collect personal information about you for several reasons. This includes setting up and managing your account, so we can provide you with the products and services you have requested, and so we can manage our relationship with you as a customer. If you don't provide us with your personal information, we won't be able to provide you with the Konnectv Service and might not be able to provide you with other products and services. We also need to collect personal information so that we can keep you informed about the Konnectv Services, and other products and services that may be of interest to you.

7.3 Use and Disclosure - We will use and disclose your personal information for purposes you consent to under this clause. You consent to us using and disclosing your personal information:

- (a) to enable us to perform our obligations to you under the agreement;
- (b) to enable us to ensure that you perform your obligations under the agreement;
- (c) to a credit reporting agency. The disclosures we make will include information relating to your credit application including identifying information about you, the fact you have applied for credit (and the amount). We may also subsequently disclose information about your credit relationship with us to a credit reporting agency;
- (d) to maintain a credit information file about you;
- (e) to carry out our own credit assessment on you;
- (f) for planning and research purposes including disclosure to organisations associated with the provision of our services, such as content and channel providers, for marketing and analysis purposes;
- (g) for promotional and marketing purposes. Unless you notify us under clause 7.3 below, we will use your personal information to contact you (including by telephone and email) with promotional and marketing information about our services, and also about third party products and services that may be of interest to you. We will understand that this is an ongoing consent unless you tell us otherwise.

7.4 Opting Out

You may request that your personal information not be used or disclosed for marketing or promotional purposes by:

- telephoning us on: 1300 797 012
- writing to us at: Konnectv, 1B, 137-139 Silverwater Road, Silverwater NSW 2128 Australia
- emailing us at: info@konnectv.com or by
- visiting our website: www.konnectv.com.au

You may also notify us of your marketing preferences, for example if you would like only to receive certain types of promotional material (eg. about the services provided by Konnectv) or by certain delivery methods (eg. by SMS, but not by letter). You can unsubscribe from electronic marketing communications (eg. emails and SMS) by using the unsubscribe facility in the message. However, if you use this type of unsubscribe facility, we will understand it to be a request from you to unsubscribe from electronic communications only (unless you indicate otherwise).

8. Termination

8.1 Terminating this agreement

(a) We may disconnect the Konnectv Service or terminate this agreement:

- (i) if you breach this agreement and, if the breach is remediable, you do not remedy the breach within a reasonable period of receiving notice from us requiring you to do so;
- (ii) if we have reasonable belief that you have engaged in conduct in relation to the Konnectv services, which is fraudulent or unlawful, or which may cause us harm, or cause harm or distress to any of our employees or authorised persons;
- (iii) if we are unable to continue to provide any of the Konnectv services to you due to legal, regulatory or technical reasons; or
- (iv) as specifically permitted under any other term of this agreement. If we do disconnect the Konnectv Service or terminate this agreement for one of these reasons, we will notify you.

(b) You may terminate this agreement prior to the expiry of the Fixed Term by paying the early termination fee as per the Konnect Rate Card.

(c) You or we may terminate this agreement once the Fixed Term has expired by giving 30 days notice to the other, and no early termination fee will apply.

9. Return of Equipment

Upon termination of this agreement for any reason, you are required to return (at your cost) our equipment in good condition to us within 7 days of termination or as otherwise advised by us. If you fail to return the equipment, we may take legal proceedings to recover the equipment or charge you the equipment replacement fee specified in our current rate card.

10. Transfer of Service

You must not transfer this agreement or any of your rights under it to anyone else without prior written consent from Konnectv, which will not be refused without good reason.

11. Miscellaneous

11.1 NOTICES

11.1.1 Address for notices - All notices and other communications required by this agreement must be:

- (a) in writing;
- (b) addressed to the recipient at the last known address of the recipient or to such other address as a party may from time to time notify to the other in writing;
- (c) sent to the recipient by hand or prepaid post (airmail if outside Australia).

11.1.2 Time of receipt

Without limiting any other means by which a party may be able to prove that a notice or other communication has been received by another party, a notice or other communication will be deemed to be duly received:

- (a) if sent by hand, when left at the address of the recipient; or
- (b) if sent by pre-paid post, five days (if posted within Australia to an address in Australia) or ten days (if posted from one country to another) after the date of posting; provided that if a notice or other communication is served by hand on a day which is not a business day, or after 5.00 pm on any business day, such notice or communication will be deemed to be duly received by the recipient at 9.00 am on the first business day thereafter.

11.2 Remedies - Each party to this agreement acknowledges and agrees that if any of them breach the warranties, representations, indemnities, covenants, agreements, undertakings and obligations (for the purposes of this Clause referred to as the "Agreed Terms") on each of their parts contained in this agreement, damages may not be an adequate remedy in which case the Agreed Terms will be enforceable by injunction, order for specific performance or such other equitable relief as a court of competent jurisdiction may see fit.

11.3 Waiver

- (a) A waiver of a provision of or right under this agreement is effective only if it is in writing signed by the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right does not preclude any other or further exercise of that right or the exercise of any other right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
- (e) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

11.4 Invalidity - Any provision of this agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction only, be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision in that jurisdiction are and will continue to be valid and enforceable in accordance with their terms.

11.5 Amendment - Subject to the other provisions of this agreement, this agreement may be amended only by an instrument in writing signed by all the parties to this agreement.

11.6 Law and jurisdiction - This agreement and the rights and obligations of the parties under it will be governed and construed in accordance with the laws of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State.

11.7 Entire agreement - This agreement, together with any documents referred to in this agreement or executed simultaneously in connection with this agreement, comprises the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all prior understandings, agreements, representations and correspondence with respect to the same.

TV CARE INFORMATION

In some cases, still images that are displayed on your television screen for an extended period of time may cause a permanent residual image (screenburn) to be left on the television screen. You should take care not to leave still images displayed for extended periods. Plasma, Rear Projection and LCD televisions are at a higher risk of screenburn. Always consult your television manufacturer's manual for proper operating instructions.