

Agreement Booklet

- AUSTAR Customer Agreement
- Easy Pay Service Agreement
- Satellite System Specifications



AUSTAR Customer Agreement

AUSTAR Customer Agreement

1 Agreement

1.1 This Agreement

This agreement includes the following documents:

- (a) these terms and conditions;
- (b) the Welcome Letter;
- (c) the Price Guide;
- (d) the Work Order; and
- (e) if you acquired the AUSTAR TV Services from one of our door to door or kiosk sales representatives, the Sales Form which also describes your cooling off rights under a door to door sale.

1.2 Authorised Persons

We may use Authorised Persons to perform our obligations under this agreement.

1.3 Variation

- (a) We may vary any term of this agreement at any time by giving you at least 21 days notice.
- (b) If any variation has more than a nominal detrimental effect on you, then you may, within 30 days of receiving notice of the variation, terminate this agreement in accordance with clause 9, and if you do, the variation will not be applied to you and you will not be liable to pay the Early Termination Fee.
- (c) Your rights to terminate under this clause 1.3 do not apply where the variation is a variation of the AUSTAR TV Service, as described in clause 3.5, or a variation of fees and charges to reflect increases in CPI or GST as described in clauses 6.3(a) and 6.4.

2 Term

2.1 Minimum Term

This agreement starts when you order the AUSTAR TV Service. Unless otherwise advised to you when you subscribe to the AUSTAR TV Service, you agree to a minimum term that starts on the date we first supply you with the AUSTAR TV Service and continues for the minimum term that you agree to when you first subscribe.

2.2 Expiry of Minimum Term

This agreement continues after the expiry of the Minimum Term until terminated in accordance with its terms.

3 AUSTAR TV Service

3.1 AUSTAR TV Service

We will provide you the AUSTAR TV Service that you subscribe to.

3.2 Use of AUSTAR TV Service

The AUSTAR TV Service is provided for private use in your Premises only. You must not use the AUSTAR TV Service for commercial purposes or connect the AUSTAR TV Service to any television or monitor in a Public Viewing Area (whether directly or indirectly by any means).

3.3 Unauthorised use of the AUSTAR TV Service

You must not copy the AUSTAR TV Service or any part of it or split, redirect, redistribute or otherwise offer or make available any AUSTAR TV Service to be viewed in any other place outside your Premises or move the Equipment from one outlet to another within your Premises, without our prior written approval. We may suspend provision of the AUSTAR TV Service if we reasonably believe that you have breached this clause or clause 3.2. In these circumstances we may terminate or suspend this agreement in accordance with clause 9 if we have asked you to explain your conduct and you have failed to do so satisfactorily.

3.4 Option Change

You can upgrade, sidegrade or downgrade Options included in your AUSTAR TV Service online or by telephoning or writing to us, but you must continue to subscribe to the Entry Level Option. We may require you to keep an Option for one month and in the case of the MyStar Service, for three months.

3.5 Changes to AUSTAR TV Service

We may vary the AUSTAR TV Service at any time, including the channels, make up of Options, Equipment, advertised programs, content, features or transmission times. If we withdraw a channel or feature of the AUSTAR TV Service which causes a more than nominal detrimental change to the AUSTAR TV Service and we do not reduce the price accordingly or do not replace the channel or feature with a similar genre channel or feature, you may, within 30 days of receiving notice of the variation, terminate this agreement in accordance with clause 9, and if you do, the variation will not be applied to you, and you will not be liable to pay the Early Termination Fee.

3.6 Additional Services

You may choose to purchase additional pay-per-view or other subscription TV services from us, for example the BOX OFFICE service, and you authorise us to charge any payment for these services to your account in accordance with this agreement. Each purchase will be on such terms as we advise you at the time of purchase and subject to the terms of this agreement.

3.7 Parental Control

We provide a parental control facility in connection with your use of the AUSTAR TV Service. It is your responsibility to set up and activate the parental control functionality and keep the PIN secure. You must use the parental control functionality in conjunction with Adults Only services.

4 Equipment

4.1 Equipment

We will provide you with Equipment in order to enable you to receive the AUSTAR TV Service. We will not provide you with a television set or monitor. If we are not able to provide you with the Equipment you need to receive the AUSTAR TV Service, we will advise you when you order the AUSTAR TV Service. You may only use the Equipment to receive the AUSTAR TV Service, and not for any other purpose without our prior written approval.

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 and, where relevant, the Antenna. You must comply with the reasonable requirements of our employees and our Authorised Persons regarding access to your Premises, including those regarding their safety.

4.3 Installation

We or our Authorised Persons may install the Equipment and the Antenna (if applicable) at your Premises. You must provide a suitable place at the Premises for installation of the Equipment and the Antenna (if applicable). If we are not able to install the Equipment or the Antenna and you need to obtain services from a third party in order to enable the installation, we will advise you when you order the AUSTAR TV Service. You must provide electricity and power points for the Equipment at your own expense. We do not guarantee that we will meet any agreed date or time for installation of the Equipment or the Antenna or any other access by us to your Premises. You or we may terminate this agreement in accordance with clause 9 if installation of the Equipment and the Antenna (if applicable) is not completed within 90 days of you ordering the AUSTAR TV Service and such failure is not due to or contributed to by the terminating party. No Early Termination Fee will apply.

4.4 Unauthorised use of Equipment

- (a) Except where clause 4.7 or 4.8 applies, 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. You must not relocate or remove the Equipment from your Premises without our prior approval.
- (b) If you receive the AUSTAR TV Service through more than one outlet and you wish to disconnect one or more of those outlets, AUSTAR may require you to return the Equipment associated with the disconnected outlet.

4.5 Loss of & Damage to Equipment

- (a) You must keep the Equipment in good repair, fair wear and tear excepted.
- (b) You must contact us immediately:
 - (i) if the Equipment is lost, stolen, faulty or damaged; or
 - (ii) in the case of a satellite dish or mount, if you suspect that the Equipment has come loose.
- (c) If the Equipment does not work properly, please notify us (as set out in clause 11.2). We will repair or replace the faulty Equipment free of charge (including the cost of any handling or shipping fees or technician service call fees). We may charge you the Equipment replacement fee and service call fee specified in the Price Guide if:
 - (i) the Equipment is not in fact faulty;
 - (ii) you have damaged the Equipment through misuse; or
 - (iii) you have otherwise breached this agreement.This clause 4.5(c) is in addition, and subject to, your rights at law as set out under clause 7.3.
- (d) You must not allow any person other than us or an Authorised Person to service or repair the Equipment without our prior written approval.

This clause 4.5 does not apply to the Satellite System for Remote Customers after the three month period referred to in clause 4.7(b)(i) below, or Owner Install Customers referred to in clause 4.8 below.

4.6 Smartcard

You must only use the Smartcard at the Premises and with the other Equipment provided by us.

4.7 Satellite System – Remote Customers

- (a) This clause 4.7 applies to Remote Customers only.
- (b) The Equipment we will provide and install under this clause 4 will include a Satellite System. However, you will own

the Satellite System from the date of installation and are responsible for maintaining it as follows:

- (i) in addition to your rights at law as set out under clause 7.3, if the Satellite System fails to comply with its specifications during the first three months from installation through no fault of yours, and you contact us, we will (at our choice) replace or repair the Satellite System at no cost to you (including the cost of any handling or shipping fees or technician service call fees); and
- (ii) upon expiry of the three month period referred to in paragraph (i), you will be entirely responsible for the ongoing maintenance and operation of the Satellite System and ensuring that it meets the Satellite System Specifications, except to the extent that clause 7.3 applies.
- (c) If you have any queries regarding your Satellite System, please contact us (as set out in clause 11.2) and we will endeavour to further assist you.

4.8 Satellite System – Owner Install Customers

- (a) This clause 4.8 applies to Owner Install Customers only.
- (b) You are responsible for the purchase and installation (at your own cost) of the Satellite System. The Satellite System will belong to you and you will be entirely responsible for its ongoing maintenance and operation and ensuring that it meets the Satellite System Specifications, in order for you to receive your AUSTAR Services. We cannot give you more than 5 outlets as part of your AUSTAR TV Service or MyStar Service under this agreement.
- (c) Once your Satellite System has been purchased and installed, unless you have made other arrangements with us, please contact us (as set out in clause 11.2 below) and we will mail your Equipment to you (including instructions on how you install it). Once you have received and installed the Equipment and informed us of this, we will activate your AUSTAR TV Service. Your AUSTAR TV Service subscription starts on the day this activation occurs.
- (d) If you elect to have AUSTAR's recommended technicians install your Satellite System, they will bring the other Equipment you need with them for the installation and will call us from your Premises to activate your AUSTAR TV Service immediately after your Equipment is installed.

5 MyStar

5.1 Recording

- (a) You will only be able to record programs to the MyStar that are available on the MyStar Service that we supply to you. You cannot record interactive services to the MyStar.
- (b) We may restrict your ability to record certain programs to the MyStar or limit the time for which you can keep recordings of certain programs. We will advise you of limitations like this before your programs are purchased or ordered.

- (c) Any programs that you have recorded to the MyStar may be erased and irretrievable from the MyStar, including if any of the following events occur:
 - (i) the MyStar Service is suspended in accordance with this agreement;
 - (ii) this agreement is terminated for any reason;
 - (iii) we are required to do so by a content supplier;
 - (iv) for any of the reasons covered by clause 7.1;
 - (v) we reformat the MyStar;
 - (vi) you attempt to use the MyStar otherwise than in accordance with its operating instructions.
- (d) We may from time to time download content, software, additional features or functionality to the MyStar and this may affect the total amount of space available to you for recording programs and your ability to record during the download.

5.2 Free-to-air TV Channels

- (a) Local free-to-air TV channels you receive through the MyStar do not form part of the AUSTAR TV Service. The signals carrying these channels are transmitted to you by the channel broadcasters in your licence area and are picked up by your free-to-air antenna.
- (b) AUSTAR is not responsible for the reception quality or content of local free-to-air TV channels you receive through the MyStar. If you are not receiving local channels properly we recommend you check your free-to-air digital TV antenna. If you have any complaints about content on a local channel, contact the local channel broadcaster.
- (c) The MyStar electronic program guide may give you access to local channel schedule information. This information comes from the local channel broadcaster, who might not make it available or keep it accurate.

6 Your Obligations

6.1 Billing

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

6.2 Fees and Charges

You must pay us all fees, charges and taxes that apply to the AUSTAR Services by the due date. If you think we have made a mistake, you must notify us immediately. Once that mistake has been remedied, you must pay the amended amount by the due date and the remedy will be reflected in your next statement.

If you do not pay the amounts that you owe by the due date we may suspend your access to the AUSTAR TV Service or terminate this agreement in accordance with clause 9.

We may charge you the following fees specified in the Price Guide:

- (a) a late fee if you do not pay your account by the due date;
- (b) a reconnection fee to reactivate your AUSTAR TV 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 paper statement fee;
- (d) a fee for payment by a particular method.

Monthly and total cost information we provide you is based on then current standard prices. Total cost may be overstated by a small amount due to rounding by our computer systems.

6.3 Variation to Fees and Charges

- (a) We may increase our fees and charges once in each calendar year of the term of this agreement to reflect any increase in the Consumer Price Index by providing you with 21 days notice of the increase, and you may not terminate this agreement because we have done so.
- (b) We may make other changes to our recurring fees or other charges by giving you 21 days notice of the changes and clause 1.3(b) applies.

6.4 GST

Fees and charges specified in this agreement include goods and services tax at the rate of 10%, where applicable. If the rate of GST is varied at any time, fees and charges will be adjusted as applicable without notice to take account of this variation, and you may not terminate this agreement because of this variation. We will provide a tax invoice to you within 28 days of your request to us.

6.5 Intellectual Property

You must not publish or use, without our prior written approval, any trademark, trade name, logo or service mark of ours or our licensees. You indemnify us against any claim, loss or damages arising out of any unauthorised use by you of any intellectual property comprised in the AUSTAR TV Service.

6.6 Consent

The Work Order requires you to declare that you have obtained all necessary consents of the owner/s of the Premises or any equipment on which the AUSTAR TV Service is to be installed. If you falsely declare that you have obtained all necessary consents, you are liable to us for any claim made by the owner/s regarding the installation. If the owner/s require us to remove the Equipment or the Antenna from the Premises, then we may charge you a service call fee. If the Premises are sold, you must use your best endeavours to ensure that the purchaser agrees to observe the terms of this agreement with regard to the Equipment and in particular, you must notify the purchaser that the Equipment is our property unless clause 4.7 or 4.8 applies.

6.7 Security

You must take reasonable steps not to disclose any usernames, passwords, passcodes (including but not limited to PINs) or account information to unauthorised persons. If you do

disclose such information to an unauthorised person, you must immediately notify us. Until you notify us, you will be responsible for any unauthorised use of the AUSTAR TV Service facilitated by the use of disclosed information. You will be liable for any transaction that is initiated from Equipment we provide you.

6.8 Bundling

If you subscribe to AUSTAR services other than the AUSTAR TV Service, we may combine the services on a single account.

6.9 Credit Risk

- (a) We may terminate or suspend this agreement in accordance with clause 9 if we reasonably believe that the account will not be paid or that Equipment will not be returned in accordance with this agreement.
- (b) We may impose a credit limit on your account which restricts your access to certain AUSTAR TV Services, for example, the BOX OFFICE service.

6.10 Payment by Direct Debit

If you pay by direct debit, the terms are set out in the Easy Pay Service Agreement included in this Agreement Booklet.

7 Liability and Warranties

7.1 Service Availability

AUSTAR and some services are not available to all homes. The AUSTAR Service is not available in some areas of Australia. We are not responsible for interruption or delay to the AUSTAR Services due to any events beyond our reasonable control including equipment or transmission failures or due to weather. You may terminate this agreement in accordance with clause 9 if there is a prolonged interruption to the AUSTAR TV Service of more than 14 days provided that you do so within 30 days of the interruption. No Early Termination Fee will apply.

7.2 No Liability for Content

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

7.3 Guarantees on Service/Equipment

Nothing contained in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other terms, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

In particular, any goods that we provide to you under this agreement come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other loss or damage it causes. You are also entitled to

have any such goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

7.4 Damage to Premises

You accept that the installation of the Equipment and the Antenna (if applicable) may involve alteration to your Premises. We do not accept any liability for damage to the Premises caused by structural defects or the effects of normal wear and tear on the Equipment or the Premises themselves, except where we have breached any of your rights under the Australian Consumer Law or any other applicable legislation which cannot be lawfully excluded or limited as set out in clause 7.3.

7.5 Damage to your Equipment

We do not accept any liability for any damage to your Equipment which may occur due to using the AUSTAR TV Service, including any burn-in affecting your television monitor, except where we have breached any of your rights under the Australian Consumer Law or any other applicable legislation which cannot be lawfully excluded or limited as set out in clause 7.3.

7.6 Indirect Loss

Except where we have breached any of your rights under the Australian Consumer Law or any other applicable legislation which cannot be lawfully excluded or limited as set out in clause 7.3, we do not accept any liability in contract, negligence or on any other basis for any indirect loss, consequential loss, special loss, economic loss, loss of data, loss of profits, loss of income, loss of revenue or loss of goodwill, arising out of or connected in any way with this agreement.

8 Security and Customer Information

When you apply for and use the AUSTAR TV Service, we will collect personal information about you (that is, information from which your identity can reasonably be ascertained). The personal information we collect about you will include 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 assess your credit application where relevant. We will also hold information relating to the provision of the AUSTAR Services to you or that you provide us, including information on any person you authorise to act on your behalf in your communications with us or that you otherwise give us in connection with the agreement or any products and services we provide to you.

8.1 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 AUSTAR TV 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 AUSTAR Services, and other products and services that may be of interest to you.

8.2 Use and Disclosure

We will use and disclose your personal information for purposes permitted by the Privacy Act 1988 (Cth) and purposes that 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 and your use of them, such as content and channel providers and analysts;
- (g) for promotional and marketing purposes. Unless you notify us under clause 8.3 below, we will use your personal information to contact you (including by telephone and email) with promotional and marketing information about AUSTAR's 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; and
- (h) to a potential purchaser of, or investor in, any business conducted by us.

8.3 Opting Out

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

- telephoning us on 132 432
- writing to us at AUSTAR, 'Privacy', Locked Bag 2000, Gold Coast Mail Centre, QLD 9726, or
- by email at privacy@austar.com.au, or
- by visiting our website at www.austar.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 AUSTAR) 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 that particular type of electronic communication only (unless you indicate otherwise).

8.4 Appointing a Representative

- (a) You may authorise someone else over the age of 18 years to act on your behalf in connection with the services provided by AUSTAR. In order to do so, you will need to give us some personal information about that person and inform them of the matters above, including why we have collected their personal information and what we can do with it.
- (b) We will assume that the person you've authorised has consented to you giving us their personal information for the purposes set out and will rely on your consent above as evidence that the authorised person has consented to you giving us their permission.
- (c) If you authorise someone else to act on your behalf in connection with the services provided by AUSTAR, then that person is unable to authorise another person on the account but is able to perform the following activities in relation to your AUSTAR account:
 - (i) Order a Pay Per View Event or Adults Only title
 - (ii) Order an Additional Outlet or MyStar
 - (iii) Enquire about money owing on the account and billing information or make a payment
 - (iv) Order a service call, or arrange or reschedule an install appointment
 - (v) Change Options or services (eg. adding a movie Option)
 - (vi) Troubleshoot

(vii) Arrange for your service to be transferred to a new address if you move house

(viii) Disconnect or reconnect your service

8.5 Our Privacy Statement

Further information on how we handle personal information about you including your right to seek access to personal information that we hold about you can be found in AUSTAR's privacy statement which is available on our website at www.austar.com.au or by calling AUSTAR on 132 432.

9 Suspension and Termination

9.1 Suspending the Service or Terminating this Agreement

- (a) We may suspend or terminate this agreement in accordance with clauses 9.2 and 9.3 at any time:
- (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 reasonably believe that you have engaged in conduct in relation to the AUSTAR Services which is fraudulent or unlawful, or which maligns or may cause us other harm, or involves threats or causes harm or distress to any of our employees or Authorised Persons;
 - (iii) if we are unable to continue to provide any of the AUSTAR Services to you due to legal, regulatory or technical reasons; or
 - (iv) where specifically permitted under any other term of this agreement.
- (b) You may terminate this agreement in accordance with clause 9.3 prior to the expiry of the Minimum Term:
- (i) where specifically permitted under any other term of this agreement; or
 - (ii) at any time, in which case you must pay to us the Early Termination Fee of \$250 or, if less, the monthly subscription fees for the remainder of your Minimum Term.
- (c) You or we may terminate this agreement at any time after the Minimum Term has expired in accordance with clause 9.3. No Early Termination Fee will apply.

9.2 Suspension Notice

If we do suspend your AUSTAR Services in accordance with this agreement, we will give you notice of such suspension. Where we have suspended your AUSTAR Services under clauses 9.1(a)(i) or 9.1(a)(ii), you will still need to pay us fees for the AUSTAR Services for the suspension period. We will not keep the service suspended for longer than 6 months. During any period where the circumstances leading to the relevant suspension have not been rectified, we may terminate this agreement in accordance with this clause 9.

9.3 Termination Notice

- (a) A party who wishes to exercise a right of termination under this agreement must provide written notice of termination to the other party (Termination Notice). Upon the provision of a Termination Notice by either party, your AUSTAR Services will cease 30 days from the Termination Notice (unless terminated in accordance with clauses 3.3, 4.3, 6.2, 6.9, 9.1(a)(i), 9.1(a)(ii), 9.1(a)(iii) or 9.2, in which case your AUSTAR Services will cease immediately) (Termination Notice Period).
- (b) Following the Termination Notice and unless otherwise specified in this agreement, you must:
 - (i) pay us all fees, charges and taxes that apply to the AUSTAR Services until the end of the Termination Notice Period, together with any applicable Early Termination Fee; and
 - (ii) return all Equipment to us in accordance with clause 9.4.
- (c) Despite the cessation of your AUSTAR Services, this agreement will continue until, and only terminate after, the earlier of the date that:
 - (i) you comply with both paragraphs (b)(i) and (b)(ii) above; or
 - (ii) is 6 months from the Termination Notice date.
- (d) If you have provided us with the Termination Notice, you may with our approval withdraw your Termination Notice at any time within the Termination Notice Period and continue your AUSTAR TV Services under this agreement. If you withdraw a Termination Notice given in accordance with clause 1.3(b) or 3.5, then unless otherwise agreed the variation referred to in that clause will be applied to you.

9.4 Return of Equipment

- (a) Upon termination of this agreement for any reason, you are required to return any Equipment (except the Satellite System) in good repair to a location advised by us within 7 days after the end of the Termination Notice Period 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 the Price Guide.
- (b) Equipment that does not need to be returned will remain at the Premises and clauses 4.4 and 4.5 will apply to you and any subsequent occupant. We may remove the Equipment at any time on reasonable notice and will do so on request on payment of our Equipment removal fee.
- (c) If you move out of the Premises and any Equipment remains there, you must:
 - (i) advise the new occupant of the terms and conditions relating to the remaining Equipment;
 - (ii) inform the new occupant of AUSTAR's requirement that the new occupant comply with those terms and conditions and any other terms notified by AUSTAR from time to time; and
 - (iii) request that the new occupant also undertake the above activities in respect of the successor occupant of the Premises.

10 Miscellaneous

10.1 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the state or territory in which your Premises are situated.

10.2 Assignment

You must not transfer this agreement or any of your rights under it to anyone else without prior written consent from AUSTAR, which will not be refused without good reason. AUSTAR may transfer this agreement or our rights under it to a third party, but only if such transfer does not cause material detriment to you.

10.3 Commissions

We may pay a commission to any person who introduces you to us.

10.4 Severance

If any provision in this agreement is or shall become void, unenforceable or illegal it shall not affect the other provisions of this agreement and the remainder of this agreement shall have full force and effect.

11 Notice

11.1 How we contact you or give notice to you

We may contact you or give notice to you under this agreement by way of SMS, email, set-top-box messaging, facsimile, letter or publication on our web site or in the AUSTAR magazine.

11.2 How you contact and give notice to us

You may contact us and give notice to us (including any Termination Notices) by contacting our customer service centre:

- (i) by phone on 132 432;
- (ii) by writing to us at AUSTAR, Locked Bag 2000, Gold Coast Mail Centre QLD 9726 (Remote Customers and Owner Install Customers – see additional contact information below); or
- (iii) by email at ask@austar.com.au

For Remote Customers, you may also contact us by writing to: AUSTAR – Remote Enquiries, Reply Paid 62013, Gold Coast Mail Centre QLD 4217; or by fax at (07) 5560 6989.

For Owner Install Customers, you may also contact us by writing to: AUSTAR – Owner Install Enquiries, Reply Paid 62013, Gold Coast Mail Centre QLD 4217; or by fax at (07) 5560 6989.

12 Free-to-Air Digital Antennas

12.1 Installation and Ownership

- (a) AUSTAR will only install an Antenna for customers who are not Remote Customers or Owner Install Customers.
- (b) If we install an Antenna at your request, you will own it.

12.2 Antenna Repair

If your Antenna is not working for any reason, contact AUSTAR to advise us in accordance with clause 11.2. AUSTAR will repair or

replace the Antenna (at no cost to you, including the cost of any handling or shipping fees or technician service call fees) if it has failed to work due to a failure to install it with due care and skill or because any materials supplied are not reasonably fit for their purpose.

12.3 Limitations

We will not be responsible for the repair or replacement of an Antenna:

- (a) if the Antenna has failed for any reason covered by clause 7.1;
- (b) if you or someone else other than AUSTAR alters, tampers with or attempts to repair the Antenna;
- (c) if you cease to own or reside at the Premises at which the Antenna is installed; or
- (d) if the Antenna is relocated or removed from your Premises.

These clauses 12.2 and 12.3 are in addition, and subject to, your rights at law under clause 7.3

13 Definitions

13.1 In this agreement, the following words have these meanings:

“Agreement” means this agreement as more particularly described in clause 1.1.

“Antenna” means a free-to-air antenna capable of receiving free-to-air standard digital television services, installed by AUSTAR at your request.

“AUSTAR Services” means the AUSTAR TV Service and any installation or repair services and any other services we provide you under this agreement.

“AUSTAR TV Service” means the Entry Level Option, and any Options or TV services to which you subscribe from time to time, including without limitation, the MyStar Service and interactive and pay-per-view services.

“Authorised Persons” means our contractors, agents or suppliers who we use from time to time to perform the AUSTAR Services.

“Consumer Price Index” means the Consumer Price Index (all groups – weighted average of eight capital cities) published by the Australian Bureau of Statistics.

“Early Termination Fee” means the fee payable by you when you terminate this agreement under clause 9.1(b)(iii) during the Minimum Term.

“Entry Level Option” means the entry level channel Option which you must subscribe to in order to receive the AUSTAR TV Service.

“Equipment” means any equipment (including replacement equipment) supplied by us to you in connection with the AUSTAR Services including (if supplied to you) a set-top unit, Satellite System, remote control, the MyStar and the Smartcard but excludes:

- (a) an Antenna if supplied to you by us; and
- (b) the Satellite System if you are a Remote Customer or an Owner Install Customer.

“GST” means any value-added, consumption, turnover or similar tax, impost or duty on goods and/or services.

“Minimum Term” means the minimum term of this agreement, as described in clause 2.1.

“MyStar” means the personal digital recorder and set-top unit we supply to you when you subscribe to the MyStar Service.

“MyStar Service” means the services provided through the medium of the MyStar or MyStar HD.

“Options” means a group of channels, equipment or services offered by AUSTAR from time to time, the content of which may vary in accordance with clause 3.5.

“Owner Install Customer” means any customer who is advised as such by AUSTAR at the time this agreement is entered into by the parties.

“Premises” means the premises specified in the Work Order and is the location at which the Equipment will be installed and to which the AUSTAR TV Service will be provided by us.

“Price Guide” means the list of our standard prices that you have received with this agreement which are also available on our website at www.austar.com.au and which may vary from time to time.

“Public Viewing Area” means any public area outside your private Premises and includes, without limitation, licensed and registered clubs, hotels, motels, offices, hospitals and institutional and educational centres.

“Remote Customer” means any customer who is advised as such by AUSTAR at the time this agreement is entered into by the parties.

“Satellite System” means the satellite dish, dish mount, LNB (low noise block) and any cabling that is needed for you to receive your AUSTAR TV Service.

“Satellite System Specifications” means the document setting out the specifications for the installation of the Satellite System, attached to this agreement.

“Smartcard” means the card we supply to you which permits you to receive the AUSTAR TV Service.

“Termination Notice” means a termination notice given in accordance with clause 9.3.

“Welcome Letter” means the welcome letter and associated documentation we provide to you when you sign up and subscribe to the AUSTAR TV Service.

“Work Order” means the form signed by you when we connect your AUSTAR TV Service.

“we”, “us” and “our” means AUSTAR ENTERTAINMENT PTY LTD (ABN 93 068 104 530).

“you” and “your” means you, the AUSTAR subscriber.

AUSTAR Easy Pay

Applicable to AUSTAR customers using the direct debit payment option.

Easy Pay Service Agreement

Applicable to AUSTAR customers using the direct debit payment option.

1. We will direct debit the account you have nominated which is set out in the welcome letter.
2. We will give you at least 14 days written notice of any variation to the arrangements of this Direct Debit Request.
3. Where the direct debit due date falls on a non-working day or public holiday, we will draw the payment on the next business day.
4. We will draw all the amounts owing (including the monthly service fee and any other amounts payable) in accordance with the Customer Agreement and any other agreement that you have with us (as amended by us from time to time).
5. It is your responsibility to ensure there are sufficient cleared funds available in the account you've nominated at the due date of the debit drawing to enable payment.
6. If your nominated bank account has insufficient funds to cover a payment, you are responsible for any costs we incur as a consequence of covering payment.
7. You must arrange a suitable alternate payment method should your direct debit payment schedule be cancelled, either by yourself or your nominated financial institution.
8. If you wish to cancel this Direct Debit Request you must notify us in writing not less than 14 days before the next scheduled debit drawing. We will cancel your direct debit and notify your Financial Institution if you are no longer an AUSTAR customer.
9. WE MAY CANCEL THIS DIRECT DEBIT AGREEMENT AT ANY TIME BY NOTICE TO YOU.
10. All direct debit enquiries, disputes, requests for payment changes or cancellation must be made directly to us on 132 432 or through the complaints procedure (as set out in the Customer Agreement).
11. It is your responsibility to ensure that the drawing bank account can accept direct debit through the Bulk Clearing System (BECS). Direct debit through BECS is not available on all accounts.
12. All information provided to us will be treated in accordance with AUSTAR's privacy policy (available to download at austar.com.au).

Satellite System Specifications



Recommended Specifications for the Satellite System are as follows:

- Minimum Satellite dish size should be 90cm
- For a single AUSTAR set top unit, a single output 10.7 GHz low noise block converter (LNB) see specification below
- Where more than one standard AUSTAR set top unit is used, a dual output Wide band 10.7 GHz low noise block converter (LNB) is required
- A multi switch is required when connecting multiple set top units
- Splitters are not to be used
- F type and or IEC Compression type connectors are required (not crimp type)
- RG6 Quad shield black coaxial cable

LNB Specification

RF Input Frequency 11.7 – 12.75 GHz

RF Output Frequency 1000 – 2050 MHz

Local Oscillator (L.O.) 10.7 GHz

Information on the location of the Satellite C1 & D3 used by AUSTAR.

C1:

Location: 156 degrees E

D/L: 12250 to 12750 MHz

Polarity: linear

D3:

Location: 156 degrees E

D/L: 11700 to 12200 MHz

Polarity: linear

The Satellite System must be capable of receiving both vertical and horizontal polarised signals from the satellites carrying AUSTAR (Optus C1 and D3) in order for you to access all channels and channel enhancements.

Note that if you are an Owner Install Customer, you should select your Satellite System carefully as the availability and quality of the AUSTAR signal you receive is likely to be detrimentally affected by using a dish and LNB combination that does not meet the above specifications.



AUSTAR Entertainment Pty Ltd

ABN 93 068 104 530