

Fetch Service Schedule

1. This document

- 1.1. Is a service schedule to the iPrimus Standard Form of Agreement (SFOA);
- 1.2. Applies to contracts with Customers made on and after 9 November 2023.

2. Provision of Services

- 2.1. Further details about the Fetch Service and associated Services, together with terms relating to specific Fetch Service plans are available on our website.
- 2.2. We supply the Fetch Service to you under your Contract, which consists of your Welcome Email, the Core Terms; the CIS relevant to your Service and this Service Schedule which contains terms relevant to your Fetch Service.
- 2.3. The definitions in the Core Terms apply to this Service Schedule

3. About Fetch Service

- 3.1. Fetch Service provides digital television over the internet via a set-top-box with services including live television, time-shifted programs, interactive applications, as well as Video On Demand (VOD) and Pay Per View (PPV) content.

4. General Conditions

- 4.1. To receive the Fetch Service from iPrimus, you must:
 - (a) Be at least 18 years of age;
 - (b) Bundle the Fetch Service with the iPrimus internet Service; and
 - (c) Meet our other requirements for the provision of Services.
- 4.2. Fetch Service can only be provided to and accessed from an address in Australia.
- 4.3. To qualify for Fetch Service, your digital free to air reception must meet the minimum required standard.
- 4.4. We cannot guarantee all free to air channels will be able to transmit, as the quality of each channel's transmission is linked to the aerial's ability to pick up the signal for the channel in question. Problems receiving a particular channel may not be resolved by subscribing to Fetch Service. Free to air channels received through the aerial do not form part of the Fetch Service and we and our Supplier are not responsible for the content of free to air channels.
- 4.5. Customers can only have one active Fetch Service Subscription for each household.

5. Equipment

Equipment we provide to you

- 5.1. Fetch Service comes standard with:
 - (a) 1 x Set Top Box;
 - (b) 1 x Fetch TV Remote;
 - (c) 1 x Power Cord (1.5M)
 - (d) 1 x HDMI Cable (1.8M)

- (e) 2 x AA Batteries
- (f) 1 x RJ45 Ethernet Cable (2M)

Equipment required to use the Service

- 5.2. To access Fetch Service, the Set Top Box requires an active internet connection via Wi-Fi or cabled data point such as an ethernet cable or an ethernet over powerline device.
- 5.3. You must also have a compatible TV that supports the Set Top Box (HDMI), an operational iPrimus internet service, a modem and TV antenna. You may choose to purchase a modem from iPrimus.

Equipment ownership and return

- 5.4. The Equipment you receive from us under clause 5.1 must be purchased outright by you. Please see the CIS for pricing.
- 5.5. If you cancel or terminate your Fetch Service, you may keep any Equipment that you have purchased outright from us.
- 5.6. If you would like to return the Equipment to us, please contact our Support Team on 131 789 to discuss.
- 5.7. For Equipment purchased from or supplied by iPrimus from 23 March 2021 onwards, you are entitled to a warranty period of 18-months from the date the goods were purchased. If you wish to make or discuss a claim in relation to the product you have purchased or to discuss your rights pursuant to customer guarantees under Australian Consumer Law, please contact iPrimus on 131 789.

Equipment use

- 5.8. You take responsibility for all use of the Equipment and agree to ensure that:
 - (a) Equipment is used properly and in accordance with any reasonable instructions we provide from time to time;
 - (b) you keep Equipment in good working condition at all times;
 - (c) no one tampers with, or makes any connections to, the Equipment in any way or does anything inconsistent with your ownership of the Equipment;
 - (d) no one connects to, uses or authorises the use of any equipment or device which may split, record, re-encode or affect the Equipment or the Fetch Service or which is intended to override copyright protections used in connection with the Equipment or the Fetch Service; and
 - (e) you notify us promptly if Equipment is damaged, stolen or interfered with.
- 5.9. Fetch Service is provided for private or domestic use at your Address and may not be resold or used for commercial or business purposes. You may not display the Service in a public viewing area outside your Address, or charge another person or company for the use of the Service.

6. Service conditions

Installation

6.1. Installation of the Equipment (and any additional hardware you purchase) is your responsibility. You must install the Equipment (and any additional hardware you purchase) in accordance with the instructions we supply to you.

Activation

6.2. After installing the Equipment you will be prompted to activate the Service by following the on-screen instructions. You must activate your Service in order for the Service to work.

6.3. If you do not activate the Service within 10 business days from the date we accept your Application, We will deem the Service to be activated and will commence delivering, and charging You for the Service from the 11th business day onward.

Use of the iPrimus Service

6.4. You must ensure your Fetch Service is used lawfully and in accordance with;

- (a) the SFOA General Terms and Conditions;
- (b) these Terms and Conditions;
- (c) iPrimus Acceptable Use Policy
- (d) iPrimus Copyright Policy;
- (e) your specific plan terms and conditions;
- (f) FetchTV's Copyright Policy (access onscreen via Settings menu).

6.5. Any attempt to remove or alter any content protection in Equipment or the Fetch Service may result in immediate termination or suspension of your right to use Fetch Service.

Data usage

6.6. As a subscriber to the Fetch Service, you may download the Fetch Mobi App for selected smart phones and tablets and watch a selection of content on the device and undertake other functions via the device. To download the Fetch TV App, search for "Fetch Mobi" in the Apple App Store or the Google Play store. Special terms and conditions apply to the use of the Fetch TV App. You will be informed of the special terms and conditions those and will need to accept them before you download the Fetch TV App.

6.7. Streaming videos over 3G/4G or when you use the Mobile App associated with the Fetch Service will count towards your normal mobile data usage. Excess charges may apply when you exceed your monthly quota. Please check your mobile carrier for mobile excess charges.

Video on demand and Pay per view

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

6.9. At the time of ordering VOD & PPV programs, you will be notified of;

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

- 6.10. After confirming a VOD or PPV purchase, it cannot be cancelled. However, if a broadcast itself is cancelled, you will not be charged.
- 6.11. We reserve the right to restrict, limit and/or stop access to VOD & PPV programs if we reasonably believe that your credit profile has changed.

Viewing Quality

- 6.12. The viewing quality of the Fetch Service depends on many factors including the package purchased, capacity of broadband connection, technical capabilities of television, weather conditions and more.
- 6.13. We and our suppliers do not guarantee all channels (including free-to-air channels) will work at all times in high definition or in perfect quality.

Recording

- 6.14. You acknowledge and agree that:
- (a) not all material and content is recordable (e.g. some interactive material);
 - (b) VOD and PPV content, including movies, may not be recorded;
 - (c) recording is solely for viewing programs at your Address at a more convenient time;
 - (d) any programs recorded to Equipment may be erased and irretrievable from the Equipment at any time including, without limitation, in circumstances of severe weather conditions or power surges;
 - (e) we and Our suppliers may erase any program recorded on Equipment for any reason including, for example, if required by content suppliers or to reformat your Equipment, or if we reasonably believe you are using Equipment other than in accordance with your Agreement with us; and
 - (f) we and our suppliers will not be liable for any programs or other personal content erased from your Equipment.
- 6.15. The total space available for recording may be affected by us and/ or our suppliers downloading content, updates and/or features to your Equipment from time to time.

Controls and Personal Identification Number (PIN)

- 6.16. You are responsible for the maintenance and set up of parental/other controls available as well as for keeping your PIN safe and confidential.
- 6.17. Some channels and/or programs are only accessible with a PIN. Refer to the TV User Guide or onscreen help for setting up your PIN.

Software

- 6.18. The use of any software provided in connection with Fetch Service is subject to the relevant terms as notified to you.

Electronic Program Guide (EPG)

- 6.19. You acknowledge and agree that all content listed in the EPG is our property or the property of our suppliers.
- 6.20. You must not use all or part of the EPG other than for private and domestic purposes.
- 6.21. The EPG may change on short notice. We do not guarantee the accuracy or completeness of any content we provide.

ASTRA Codes of Practice

- 6.22. This Service is regulated by ASTRA's codes of practice for subscription television. You can obtain a copy of the codes by contacting us or at astra.org.au.

7. Specific Services

- 7.1. As part of the Fetch Service, you will receive the base package of:
 - (a) Access to free to air digital television channels via Antenna;
 - (b) Use of the Equipment, including use of the personal video recorder;
 - (c) Access to 30 pre-selected movies at any time, of which one will be added and one will be deleted each day;
 - (d) VOD, PPV and EGP services in accordance with clause 5.4; and
 - (e) Access to selected free applications.
- 7.2. You may purchase or subscribe to a selection of additional channels and packages for an additional fee through Fetch Mobi or the Fetch User Interface.

8. Charges

- 8.1. We will bill you, and you must pay for the charges and fees for Fetch Service in accordance with the SFOA General Terms and Conditions.
- 8.2. The cost of the Service will depend on the Service package you have subscribed for, any additional services or packages you have selected, and any VOD or PPV programs you have used.
- 8.3. You are responsible for paying all Charges relating to the Fetch Service even if you did not personally authorise the services which incurred the Charges. Details of the Charges for Fetch Service can be found at www.iprimus.com.au.
- 8.4. We may vary the charges for Fetch Service at any time in accordance with the SFOA Term and Conditions.

9. Privacy

- 9.1. You acknowledge and agree that:
 - (a) We may use and disclose your personal information in accordance with our privacy policy. A copy of our privacy policy can be viewed at iprimus.com.au/privacy; and
 - (b) Our suppliers may use and disclose your personal information in accordance with their privacy policies (access FetchTV's privacy policy onscreen via the Settings menu).
- 9.2. FetchTV may collect aggregated information from the Equipment relating to advertising, programming or other services viewed, used or accessed via the set top box (Viewing Habits

Data).

- 9.3. FetchTV may combine and disclose Viewing Habits Data to us or third parties (such as businesses wanting to advertise on the Service) but the information FetchTV supplies will not personally identify you.

10. Changing the Service

- 10.1. FetchTV or third-party content providers may change the Fetch Service from time to time, such as by changing or withdrawing a channel, application, program, feature or function.
- 10.2. iPrimus may change your Service in accordance with the SFOA General Terms and Conditions.
- 10.3. You may upgrade or downgrade between Fetch Service plans at no charge, however the higher plan fee is charged in full for the whole of the month in which an upgrade or downgrade occurs even if plan is changed mid-month and there are no pro-rata discounts for downgrading.

11. Termination

Termination by Customer

- 11.1. You can terminate your Fetch Service with us at any time by contacting us on 131 179. We will provide pro-rata credit to your account, if applicable, based on the billing period and the charges you have paid to us.
- 11.2. We do not guarantee you will be able to receive Fetch Service if you change your Address. If your new address is incompatible with Fetch Service, you may terminate this Service.
- 11.3. Following termination of your Fetch Service, you will no longer be able to access any content, such as TV shows, that you have purchased on the Fetch Service.

Termination by us

- 11.4. We may terminate or suspend your Fetch Service (or access to any part of the Fetch Service):
 - (a) in accordance with SFOA General Terms and Conditions and related Service Schedules;
 - (b) immediately if we reasonably believes your Fetch Service and/or Equipment have been used unlawfully or in an unauthorised way;
 - (c) immediately if you engage in fraudulent or unlawful conduct or conduct causing harm or distress to any of our employees or the employees of our suppliers; and
 - (d) on reasonable notice in the circumstances if we or a supplier is unable to provide an aspect of the Fetch Services due to legal, regulatory or technical issues.