

1. BACKGROUND

- 1.1 During the Term, we will provide the Service to you on the terms and conditions set out in this agreement, provided that you pay the Reception Equipment Fee (if applicable) and the Subscription Fee for each month of the Term in accordance with clause 8.
- 1.2 Some of the words used in these terms have particular meanings, which are set out in the Dictionary in clause 15.
- 1.3 You must provide to us, in a timely manner, all assistance that we may reasonably require to provide the Service.
- 1.4 This agreement is governed by the laws of Queensland.
- 1.5 We will provide the Service to you on the terms and conditions set out in this Agreement.

2. INTERNET AND CONNECTION REQUIREMENTS

- 2.1 To access Services, you must have a broadband Internet connection with an effective bandwidth of at least 5 Mbps available from an ISP.
- 2.2 We are not responsible for the download speeds provided by your ISP. Usage of multiple devices simultaneously on the same IP address can adversely affect the picture quality of the Programs, and we are not responsible for any issues associated with such multiple device use.
- 2.3 You can connect the Reception Equipment to your television using HDMI cable (recommended) or through an RCA cable. You must provide your own television and are solely responsible for all costs and functionality of your television.
- 2.4 We are not responsible for the picture quality of the Programs if the Reception Equipment is connected to the Internet using a Wi-Fi connection. We recommend that the Reception Equipment be connected through Ethernet cable with effective bandwidth of 8 Mbps for better quality pictures.
- 2.5 The terms and conditions of your ISP will apply in relation to data usage and pricing and use of the Services will count towards the data usage allowance provided by your ISP.
- 2.6 We will use commercially reasonable efforts to supply the Services to you, but the availability and picture quality may be subject to the quality of services provided by your ISP, network operators, telecommunications suppliers and other third parties. We are not liable for any degradation of picture quality or unavailability of the Service caused or contributed to by such third parties.

3. SERVICES

- 3.1 To sign up to the Services you must be located in Australia and be 18 years of age or older.
- 3.2 To access the Services you must set up an account, provide a valid e-mail address and select a username and password during the registration process. You are responsible for safeguarding the password that you use to access any of the Services.
- 3.3 Sharing of accounts is strictly prohibited. You must not disclose your password to any third party. You are responsible for any use of your account and the Services that have been accessed using your password, whether or not you have authorised such use. You must immediately notify us of any unauthorized use of your password.
- 3.4 Unless we are otherwise notified in writing, we will be entitled to rely on any communications from you or a third party who claims to be authorised to communicate on your behalf.
- 3.5 We reserve the right to refuse to provide access to the Services to you, or to delete accounts created by you if we reasonably believe you have appropriated the name, identity, email address or other personally identifiable information of another individual.
- 3.6 The Services available depend on your Subscription.
- 3.7 It is your responsibility to set up and maintain the parental controls or any other controls that are available under the Service.
- 3.8 Third party software used by us for providing the Services may be subject to end user licences and additional terms as required by the owners of the software. You may be required to agree to such terms before using any part of the Services.

4. TERMS OF USE

- 4.1 We grant you a non-exclusive, non-sub licensable, non-transferable, limited right to access and view the Programs and use the Services included in your Subscription by way of the Reception Equipment or the FAITHSTREAM App in accordance with the terms and conditions set out in this Agreement.
- 4.2 You may record Programs using the PVR if it is included in your Subscription. You acknowledge that you may not be able to record some Programs which are included in your Subscription due to licence restrictions imposed by content providers. We are not liable for any

loss or disappointment you may suffer as a result. You must not use the PVR to record any programs or content not provided by us under this agreement, including free to air television channels.

- 4.3 The Programs are provided for your private use only. You must not retransmit or communicate the Programs to any other person or copy any of the Programs (except as permitted by clause 4.2) or show the Programs in a public place.

5. THE PROGRAMS

- 5.1 The Programs will be provided to you by linking you to individual IPTV services.
- 5.2 We will use reasonable skill and care in linking you to the Programs but may vary the content of any Programs or broadcast times or stop providing any Program without notice where required as a result of a third party's act or omission. We are not liable for any loss or disappointment you may suffer as a result.
- 5.3 You acknowledge that we are not responsible for determining the content, scheduling and sequence of Programs including, without limitation, any advertisements, promotions or other interstitials or data inserted in such Programs. You are not entitled to make any claim against us in that regard.
- 5.4 We will use all reasonable endeavours to ensure that the Programs are available to you, however we will not, under any circumstances, be liable to you or anyone claiming through you for any unavailability of the Programs or for any breaks or deterioration in the signal quality where same is beyond our reasonable control.
- 5.5 We will handle all enquiries and complaints relating to the Service or the Programs. Our contact details are on our website faithstream.tv.
- 5.6 Whenever we provide Services to you, or do anything in connection with your account, we will provide them with reasonable care and skill. We do not represent or guarantee the Services will be:
 - (a) Interruption or fault free, or that any faults or errors will be able to be corrected;
 - (b) Available at any particular time or location;
 - (c) Available, or available without change, for any minimum period of time; or
 - (d) Secure or private.
- 5.7 We may alter our Services from time to time and will tell you about any such alterations by publishing the change on our website and/or emailing you.
- 5.8 Using our Services does not give you any rights to any part of our Services or any Programs except as set out in this agreement.

6. INFRASTRUCTURE

- 6.1 If you have requested it as part of your Subscription, we will provide the Infrastructure to you and you must install the Infrastructure in your Home in accordance with the relevant instructions. You are solely responsible for any damage to property as a result of your installation of the Infrastructure.
- 6.2 We may add to, maintain or substitute the Infrastructure as requested by you or otherwise at our absolute discretion.
- 6.3 In the event that any Infrastructure is faulty you must return that Infrastructure to us at your cost and in accordance with our reasonable instructions. In the event that you fail to comply with our reasonable instructions, or our investigations reveal that the Infrastructure was not faulty, we reserve the right to charge you for any costs incurred as a result of your failure and/or a service charge including, without limitation, the cost of recovering and/or replacing the Infrastructure.
- 6.4 Notwithstanding any other provision in this agreement, where you provide and/or use your own or another third party's equipment, you are solely responsible for the installation permission, installation, inspection, maintenance and removal of such equipment and the proper functioning and tuning of such equipment to enable you to receive the Programs.
- 6.5 If you require us to come to your Home for assistance with the Infrastructure (or any other infrastructure that you use to access the Services) for any reason, we may charge an additional service fee as set out in the Service Rate Card.

7. OWNERSHIP AND USE OF THE INFRASTRUCTURE

- 7.1 The ownership of infrastructure will pass to you after minimum contract term.
- 7.2 You must not use or permit anyone else to use the Infrastructure without our permission. We permit you to use the Infrastructure only to receive the Programs in accordance with this agreement. You must tell us immediately if any of the Infrastructure is lost or stolen and we

- will charge you for any replacement Infrastructure in accordance with the Service Rate Card.
- 7.3 You must not remove any marking or digital signatures which identify the Infrastructure.
- 7.4 If any part of the Infrastructure is damaged by your acts or omission, we will charge you our reasonable costs of replacing the damaged Infrastructure, as set out in the Service Rate Card.
- 7.5 If you have chosen the option to purchase Purchased Equipment (for example if you have subscribed to the Stream or Sat packages), you will own the Purchased Equipment once it has been delivered to you and you have paid the full amount for the Purchased Equipment, or once you have complied with any applicable third party terms. You will be responsible for the use and maintenance of the Purchased Equipment, subject to any applicable manufacturer's warranty and your rights under Australian Consumer Law and any applicable third party terms.
- 7.6 You must provide a suitable place and conditions for the Infrastructure or Purchased Equipment and its installation. You must provide electricity and power points for the Infrastructure or Purchased Equipment at your own expense.
- 7.7 Electricity supply and power points must comply with all relevant safety standards and have adequate surge protection to prevent injury to persons and damage to the Infrastructure or Purchased Equipment. We are not responsible for, and you may not make any claim against us in relation to, any damage that you may cause, suffer or incur due to electricity usage.
- 7.8 If you move to a new Home, you must notify us immediately and clause 11.1 may apply.
- 8. PAYING FEES FOR THE SERVICE**
- 8.1 Before we provide any Infrastructure, you must pay:
- (a) Subject to clause 8.5, the Subscription Fee for the first month of this agreement; and
- (b) The Reception Equipment Fee, if applicable.
- 8.2 You must pay the Subscription Fee to us every month in advance except if clause 8.5 applies.
- 8.3 You may upgrade your Subscription during the Term. The relevant Subscription Fees will apply from the time the Subscription is upgraded. The Minimum Contract Term will be calculated from the date of the original Subscription.
- 8.4 You may downgrade your Subscription during the Minimum Contract Term however early termination fees will apply in accordance with the Service Rate Card.
- 8.5 You may elect to pay all of the Subscription Fees for a twelve month period before we provide any Infrastructure. Payment for a twelve month period may be made by MasterCard or Visa (credit/debit) card.
- 8.6 All Promotional packages is a one time annual subscription. It includes the outright purchase of the IPTV Box at \$269 and the balance includes the cost of discounted annual subscription. All subscriptions are for a minimum of 24 months after which it will automatically renew month-to-month, at the prevalent fee applicable then. This package DOES NOT include Recording Facility (PVR), VOD () and there is No Suspension Period applicable during the 24 months. Please read the detailed Terms and Conditions related to the service.
- 8.7 In the case of any dispute related to the Annual Package, only the subscription for the remainder months is refundable, subject to verification of the issue. The IPTV box is non-refundable, as it has been purchased out-right by the customer.
- 8.8 You must pay to us any other fees or charges for which you are liable, including without limitation fees for VOD content, to us under this agreement when we advise you that they are due and payable. For the avoidance of doubt, if any payment is dishonoured or declined we may charge a fee as set out on our Service Rate Card.
- 8.9 Charges for additional recording space on the PVR and/or for use of the FAITHSTREAM App on additional User Devices that are not included in your Subscription will be charged on a monthly basis. No refunds will be made for cancellations of such additional recording space and/or use of the FAITHSTREAM App on additional User Devices within this monthly period.
- 8.10 If you elect to pay the Subscription Fee on a monthly basis, you must pay the Subscription Fee by direct debit from your MasterCard or Visa (credit/ debit) card. You must provide the relevant details and authorisations to us. We will then arrange for your credit card provider to debit your account each month in the amount of your Subscription Fees or any other fees owing under this agreement and you agree that we can do this. For the avoidance of doubt, we do not accept American Express or Diners Club, automatic payment or monthly payment by cheque.
- 8.11 If any payment owed under this clause 8 is not received within 14 days of being due, we may, among other things, at our discretion and without further notice to you;
- (a) Charge you interest on the outstanding amount at 21% per annum with interest accruing daily;
- (b) De-activate your account. You will be liable for a decline fee (as set out in the Service Rate Card) if you wish to continue to receive the Services. If you do not wish to continue to receive the Services you will be deemed to have breached this agreement for the purposes of clause 10.1(a);
- (c) Without prejudice to any other remedies, terminate the Service;
- (d) Levy the greater of twenty dollars (\$20.00) or ten per cent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) for administration fees which will be immediately due and payable;
- (e) Report your default to a credit reporting agency as anticipated by our credit reporting policy referred to in clause 13.3. You acknowledge that, if we make such a report, you are liable to pay agency charges and costs, your credit rating may be affected and you may have difficulty obtaining credit in the future;
- (f) Report your default to a collections agency so that they may take further action against you to ensure your payment;
- (g) Terminate this agreement for your breach as referred to in clause 10.1.
- 8.12 We will not be liable to you for any loss or damage you suffer because we exercised our rights under this clause 8. You indemnify us from and against all costs and disbursements incurred by us in pursuing any overdue payment including legal costs on a solicitor/client basis and collection agency costs.
- 8.13 We may change our Subscription Fee and other fees or charges payable under this agreement at any time. We will use commercially reasonable efforts to notify you of any increase in Subscription Fees from time to time including, without limitation, by way of the issue to you of a Service Rate Card. If you do not agree to pay those increased Subscription Fees you must notify us in writing that you do not accept the increase within 30 days of receiving the notice. This agreement will immediately cease once we receive such notification from you. If we do not receive any notice from you in accordance with this clause and/or you continue to use the Service 30 days from our initial notice of the increase in Subscription Fees or other fees, you are deemed to have consented to the increase in Subscription Fees and/or other fees.
- 8.14 Where we must pay GST on supplies we receive from third parties and which are required for this agreement, we may charge you this amount. Prices and charges under this agreement are otherwise GST inclusive.
- 8.15 You may suspend your receipt of the Services for a maximum of 60 days in any 12 month period, subject to payment of a fee and on payment of any outstanding balance on your account. We will automatically reactivate the Services once the agreed suspension period has expired.
- 8.16 The time your Services are suspended will not be counted toward the Minimum Contract Term of your Subscription. For example if you have signed up for a 24 month Subscription and you suspend the Services for a 30 day period during that term, the Subscription will end 24 months and 30 days after the start of the Subscription.
- 9. INDEMNITY AND LIMITATION OF LIABILITY**
- 9.1 This agreement does not exclude or limit any provisions of a statute which apply to this agreement and which cannot be excluded. This includes the consumer guarantees set out in the Australian Consumer Law.
- 9.2 Subject to clause 9.1, but otherwise to the maximum extent permitted by law, our liability in connection with this agreement (including liability for negligence) is limited to:
- (a) in the case of goods supplied in connection with this agreement, the replacement or repair cost of the goods (whichever is the lesser); and
- (b) in the case of services, the cost of resupplying the services.
- 9.3 We are not liable for any loss or damage you may suffer if we cannot do what we promised because of events beyond our reasonable control.

- 9.4 You must indemnify us against any loss, damage, liability or expense arising from your negligent or wilful misuse of the Infrastructure.
- 9.5 Subject to clause 9.1, but otherwise to the extent permitted by law, in no circumstances will we be liable to you for any consequential or indirect loss, and except as expressly provided in these terms and conditions or as otherwise required by law, our liability to you for all losses will be limited to a total aggregate of \$500.00.
- 9.6 We are not responsible to you or any other person for, and you indemnify us against, any loss, cost (including legal costs on a solicitor/client basis), expense, damage or other liability (including without limitation negligence) arising out of any claim or demand against us by you or any person other than you which arises from or is connected with:
- (a) Use by you or any other person of the Infrastructure or Services; or
 - (b) Problems of reception of the Programs
- 9.7 This clause 9 survives termination of this agreement.
- 10. TERMINATION OF THIS AGREEMENT**
- 10.1 In addition to anything else we can do, we can terminate our obligations under this agreement at any time without notice if:
- (a) You breach any of the terms of this agreement;
 - (b) We reasonably believe that the Services or the Infrastructure are being used in a way forbidden by this agreement;
 - (c) Any money payable to us under this agreement becomes overdue by more than 14 days;
 - (d) We believe on reasonable grounds that you will be unable to meet your payments under this agreement;
 - (e) You commit an act of bankruptcy, become insolvent or a receiver, manager, liquidator or similar person is appointed in relation to any of your assets,
 - (f) You move to a new Home and we are unable to provide the Services to you at your new address.
- 10.2 We will not be liable to you for any loss of damage you may suffer as a result of our exercise of our rights under clause 10.1.
- 10.3 We may terminate this agreement at any time by providing not less than 30 days written notice to you. If you have paid the Subscription Fee in advance, we will refund any Subscription Fees paid by you which relate to the provision of the Service after the date nominated by us as the termination date.
- 10.4 After the expiry of the Minimum Contract Term for each Service you can terminate your obligations under this agreement in relation to that Service by 30 days written notice. If there is no Minimum Contract Term applicable (for example if you have subscribed to the Freedom Pack), you can terminate this agreement by 30 days written notice to us. Your obligations under this agreement, including your obligation to pay the Subscription Fees and any other charges under this agreement, continue until the date nominated by you as the termination date (being 30 days after the date of your notice to us).
- 10.5 On completion of initial 24 months contract service will remain active until further written notice of termination.
- 10.6 If you terminate this agreement and/or any Services prior to the expiry of the Minimum Contract Term for those Services for any reason other than in response to a notification from us pursuant to clause 8.12 or 11.4. We may charge you an early termination fee in accordance with the Service Rate Card.
- 10.7 If there is an automatic termination of this agreement and all Services pursuant to clause 11.1 we may charge you an early termination fee in accordance with the Service Rate Card.
- 10.8 On termination of this agreement for any reason, you must arrange to return the Infrastructure to us at your cost and in accordance with our reasonable instructions.
- 10.9 We may charge an amount of \$299 to your credit/debit card or your bank account if the Infrastructure has not been returned to us within a reasonable period (14 days) of the date of termination of this agreement. We will refund this amount to you in the event that we receive the Infrastructure within 3 months of the date of termination of this agreement. This amount will not be refundable if you do not return the Infrastructure within this 3 month period.
- 10.10 If we cease to provide the Services pursuant to this clause 10 and you later request us to reinstate the Services, you must pay a re-activation fee and any other applicable fees as set out in the Service Rate Card.
- 10.11 You are responsible for reconnecting and tuning your television and other equipment when this agreement is terminated for any reason.
- 11. VARIATION OF THIS AGREEMENT**
- 11.1 If you move to a new Home we cannot guarantee that we will be able to provide the Services at the new address. If we can't provide the Services at the new address this agreement will automatically terminate and the provisions of clause 10.7 will apply.
- 11.2 If you request us to provide the Services at another place in addition to your Home or through more than the maximum number of User Devices permitted by your Subscription, you must enter into a separate agreement with us in relation to that other location and/or additional User Devices.
- 11.3 We can vary any of the terms of this agreement on 30 days written notice to you where such variation is necessary to protect our legitimate interests, and it will not cause you material loss.
- 11.4 We may vary any of the terms of this agreement in any other circumstances by 30 days written notice to you. If you do not agree to the changed terms you must notify us in writing that you do not accept the changes within 30 days of the date of our notice to you. This agreement will immediately cease once we receive such notification from you. If we do not receive any notice from you in accordance with this clause and you continue to use the Service 30 days from the date of our notice to you, you agree that you are deemed to have consented to the changes.
- 12. TRANSFERRING THIS AGREEMENT**
- 12.1 You cannot transfer the right to receive the Services or any other right under this agreement to anyone else without our consent. We may transfer any of our rights or obligations under this agreement.
- 13. YOUR INFORMATION**
- 13.1 Information concerning you will be held in a database. The database will contain your name, address, previous address, telephone numbers, credit card details, billing details, information relating to the provision of Services and Infrastructure, information relating to credit, and information provided by you in connection with this agreement or the Service.
- 13.2 The Buyer and the Guarantor/s (if separate to the Buyer) authorises FaithStream to collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness and/or for marketing material and other services from FaithStream or third parties.
- 13.3 You consent to the use and disclosure of the information described in clause 13.1 and as set out in this clause. The information may be used or disclosed by us as set out in our privacy policy and credit policy, as amended by us from time to time. Our privacy policy and credit policy is available on our website, or you may obtain a copy by contacting our office during business hours.
- 14. TV CARE INFORMATION**
- 14.1 In some cases, still images that are displayed on your television screen for an extended period of time may cause a permanent residual image (screen burn) 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 screen-burn. We are not liable for any loss you may suffer as a result. Always consult your television manufacturer's manual for proper operating instructions
- 15. DICTIONARY**
- 15.1 Add-on means a channel provided as an add-on to your Subscription.
- 15.2 Freedom Pack means the provision of the Standard Bouquet only with such other rights specified in the Service Rate Card, but with no Infrastructure and no Minimum Contract Term;
- 15.3 GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services.
- 15.4 Home means your specific residential area to which the Services will be provided.
- 15.5 IPTV service means provision of the Programs by means of IPTV transmission.
- 15.6 ISP means Internet service provider.
- 15.7 Infrastructure means the Reception Equipment and any other equipment provided or replaced by us from time to time and which we have leased to you as part of your Subscription.
- 15.8 Minimum Contract Term means, subject to the terms of this agreement, a consecutive 24 month period commencing on the first day of your Subscription, unless otherwise set out in your Subscription.

AUSTRALIAN CUSTOMER TERMS AND CONDITIONS

- 15.9 Multi-Room Connection means the provision of additional Reception Equipment to view the Programs in another room of your Home under your existing FaithStream account.
- 15.10 nPVR means the network personal video recorder hosted by, or on behalf of, us which allows you to record certain content from the Programs.
- 15.11 Programs means the video content provided by us via the IPTV service or FaithStream App and includes the television channels and content which you have requested and we have agreed to supply.
- 15.12 Purchased Equipment means Reception Equipment or other infrastructure to access the Programs that you have purchased from us or a third party.
- 15.13 Reception Equipment means the integrated receiver decoder (eg. set top box), remote control, cables and power adapters required for the reception of Programs subscribed to by you.
- 15.14 Reception Equipment Fee means a non-refundable amount notified by us from time to time, and may be separate to the Subscription Fee. For the avoidance of doubt, the Reception Equipment Fee includes the cost to provide the Reception Equipment to you, and is inclusive of GST.
- 15.15 Service means the provision of the services under this agreement and may include the provision of FaithStream App and the Infrastructure.
- 15.16 Service Rate Card means the service rate card provided to you by us from time to time detailing all fees and charges then applicable in relation to this agreement.
- 15.17 Stand-alone means a bouquet of add-on channel/channels provided as a stand-alone channel.
- 15.18 Standard Bouquet /Basic Bouquet means the standard bouquet of 30 channels or such other number of channels as may be made available by us from time to time.
- 15.19 Subscription Fee means a:
- (a) Monthly fee applicable to your Subscription; and/or
 - (b) fee for VOD (where requested by you) which is advised to you at the time you subscribe to the relevant Subscription or request the VOD content, or upgrade your Subscription, and as varied pursuant to clause 8.10.
- 15.20 Subscription means the package to which you have subscribed which specifies, among other things:
- (a) The term (if different to the Minimum Contract Term);
 - (c) The Infrastructure (if any);
 - (d) Any Multi-Room Connections; and/or
 - (e) The number of User Devices through which Services can be accessed using the FaithStream App.
- 15.21 Term means the period that we continue to provide Services to you.
- 15.22 User Device means a device such as a mobile phone, tablet or computer, owned by you which is used to access Programs to which you have subscribed via the FaithStream App.
- 15.23 FaithStream App means a downloadable app which allows Programs to be accessed using compatible User Devices and may include additional features.
- 15.24 VOD means a view on demand content or programs available as part of, or as an add-on to, your Subscription.
- 15.25 You or your means the person named as customer/subscriber in the Acknowledgment.
- 15.26 We, us or our means FAITHSTREAM Po Box 1679 Sunnybank Hills QLD 4109 and its subsidiaries, employees, agents, sub agents, any person working in its business and agents and independent contractors who provide services to us.