



The RetireAustralia network

TERMS AND CONDITIONS – FOXTEL FROM SIMPLE

AGREEMENT OVERVIEW

What is this document?

This document sets out the agreement between us (“Agreement”) for Our supply to You of the Foxtel from Simple service.

What comprises the Agreement?

The Agreement is comprised of:

- a) Foxtel from Simple Plan Description;
- b) Foxtel Service Description and Terms for each Service;
- c) The General Terms and Conditions;
- d) Your Application.

If there is any inconsistency between any part of the Agreement, they apply in descending order of priority above.

Your Application

You acknowledge having signed an application for the Foxtel from Simple service (“**Application**”).

We will let you know when we have accepted your Application.

Meaning of terms used in this document.

Capitalised terms used in this document have the meaning given below or given to them in the document.

“you”, “your” and “yours” is a reference to you, our customer, whose name appears on the Application Form.

“we”, “our” and “ours” is a reference to Retire Australia Pty Ltd ACN 151 586 597 and, where appropriate, our employees, sub-contractors and agents.

Current Version of this Agreement

You may view a current version of parts (a), (b) and (c) of this Agreement at our website at www.rasimple.com.au.



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FOXTEL FROM SIMPLE PLAN DESCRIPTION

1. Description

1.1. The Foxtel from Simple services allows you to view a selection of Foxtel channels within your chosen package (“Service”).

2. Plan Inclusions

2.1. Your plan includes:

- a. standard professional installation and a set top box device;
- b. access to all channels included in your chosen Foxtel Package; and
- c. if you have a recordable device (iQHD/MyStar HD), access to features built into that device, such as pause and rewind live TC, and record programs.

3. Term

Minimum Contract Period	12 months
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4. Pricing

Charge Type	Fee with Simple Bundle*	Fee without Simple Bundle*
Monthly Recurring Charge - Platinum Package	\$89.00	\$99.00
Set Up Fee – Existing subscriber to Foxtel	\$0.00	\$0.00
Set Up Fee – New subscriber to Foxtel	\$150.00	\$150.00

4.1. *Fee with Simple Bundle means the customer is an existing subscriber to the Simple Bundle. Fee without Simple Bundle means the customer is not an existing subscriber to the Simple Bundle. In any month in which a customer moves to or from being an existing subscriber to the Simple Bundle, the customer must advise Simple, and the fee will be adjusted accordingly from the following month.

4.2. This Monthly Recurring Charge will appear on your monthly invoice from us.

4.3. If you purchase additional services, these will appear on your monthly invoice

5. Excluded Charges

5.1. Additional charges may apply for non-standard installations, such as installations that are complex or in remote areas.

6. Excluded Services

6.1. Some services typically available on residential Foxtel packages are not available on Foxtel from Simple. These include:

- a. Pay per View services such as Main Event;
- b. Foxtel On Demand services; and
- c. Foxtel Go service.



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6.2. We will give you 30 days notice if other services typically available on residential Foxtel packages become unavailable on Foxtel from Simple.

7. Acceptable Use

7.1. You acknowledge that this Plan is intended for ordinary household and domestic use and will not use this service for a purpose other than this.

7.2. Any use of the service which is not in accordance with this policy is what we call “misuse”. If such misuse continues after we give notice in writing of the misuse, we may terminate the Service immediately without liability for loss or damage caused.



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GENERAL TERMS AND CONDITIONS

1. Period of the Agreement

1.1. The Agreement starts when we have accepted your Application and ends when the Service is cancelled, by us or you.

2. Minimum Contract Period

2.1. A Minimum Contract Period applies to some Plans. It is the minimum period during which you must acquire a Service. The Minimum Contract Period is set out in the Plan Description. The Minimum Contract Period commences from the date we activate the Service.

3. Cancellation

- 3.1. If, during the Minimum Contract Period, you cancel the Service or we cancel the Service because of your default, you are liable to pay a cancellation fee. The cancellation fee is equal to the total monthly recurring charges for the Service for the remaining term of the Minimum Contract Period.
- 3.2. If there is no Minimum Contract Period, or if the Minimum Contract Period has expired, we will continue to supply the Services on a month-to-month basis until you cancel them or we cancel them.
- 3.3. Despite this, if you are cancelling because you are leaving your village, no cancellation fee applies. If your estate cancels the service, no cancellation fees apply.

4. Applications

- 4.1. You promise that information provided to us in the Application is true and correct. We may charge you a resubmission fee if it is not.
- 4.2. By applying for a service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the Agreement.
- 4.3. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.

5. Installation

- 5.1. We will endeavour to schedule an installation time that suits you. If we schedule an installation time, and you are not available when we arrive, we reserve the right to charge you for a re-scheduled installation at our normal charge out rates.
- 5.2. Installation charges, set up fees and equipment fees are billed in the first bill we send you after installation.

6. Your Private Information

- 6.1. We are required by law to collect certain personal information about you, including your name, address and telephone service number in order to provide it to the operator of the Independent Public Numbering Database (IPND). Information in the IPND is used to develop directories and to assist emergency service organisations.



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- 6.2. We use our best endeavours to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us collecting and disclosing your personal information including any unlisted telephone number and address from or to:
- a. any credit providers or credit reporting agencies;
 - b. any law enforcement agencies;
 - c. to conduct ongoing credit management of your account;
 - d. any upstream supplier for purposes connected with the service; and
 - e. any person who provides us with your username(s) or password(s).
- 6.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

7. Billing and Payment

- 7.1. We will send you a bill by email at the end of each billing period.
- 7.2. If you request us to post a printed bill to you, we reserve the right to charge you for that service.
- 7.3. You must pay all outstanding amounts by the due date as shown on your bill. A late payment will incur a \$16.50 late payment fee.
- 7.4. Usage records and download times can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill.
- 7.5. Payments may be made to us through our available payment methods. Service fees and charges may apply for some available payment methods.
- 7.6. We will apply payments made by you against outstanding bills at our discretion.
- 7.7. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.
- 7.8. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.
- 7.9. Accounts paid with a Visa or Mastercard credit card will incur a surcharge of 2.0% (incl. GST) of the debited amount when we debit the card. Accounts paid with a Diners Card or American Express credit card will incur a surcharge of 4.0% (inc GST) of the debited amount when we debit the card.
- 7.10. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonour fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to



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a clear error on our part. Dishonoured payments incur a \$50.00 inc GST. Direct Debit rejections incur a \$50.00 inc GST.

7.11. We will not accept Prepaid Visa/Master credit cards or gift cards.

7.12. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs, debt collection agency costs and interest.

8. Changes to the Agreement

8.1. We may change the agreement in the following circumstances:

- a. Where you agree to the change;
- b. Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;
- c. Where the change is in relation to charges for making international telephone calls or roaming and, before the changes take effect, we have given you notice of the change;
- d. Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;
- e. Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;
- f. If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 days notice of the change.

8.2. We may withdraw any plans or packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed period contract.

8.3. Notice of a change to the agreement may be given by us by email to your nominated account email address, with or as part of a bill, or otherwise in writing, including by fax or mail.

8.4. If we change the agreement under clause 2.1(f), you may cancel the agreement within 42 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends and outstanding amounts for installation or for equipment with other suppliers' services.

8.5. Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 42 day period, is deemed acceptance of the variation, alteration, replacement or revocation.

9. Equipment

9.1. Equipment supplied to enable a Service is at our discretion, as we consider appropriate from time to time. We reserve the right to replace equipment with alternative equipment.

9.2. Equipment on our side of the service boundary remains our property at all times. The service boundary may differ from the network boundary, under relevant law.

9.3. You will follow our operating instructions for our Equipment and will not use our equipment except in accordance with them.



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- 9.4. You will keep our equipment free from damage, defect, fault or other failure except resulting from fair wear and tear. This includes causes such as electrical surges, accidents, fire, theft and water damage.
- 9.5. You will not use our equipment in conjunction with additions, accessories or attachments other than those supplied by us for that purpose or approved by us for that purpose.

10. Usage

- 10.1. You acknowledge that charges will be incurred when the service is used. It is important that you take steps to ensure that such usage does not occur without your authorisation.
- 10.2. You must ensure third parties cannot access or use such equipment without your authority.
- 10.3. You must ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.
- 10.4. You are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a manifest error by us.
- 10.5. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.
- 10.6. While we will use our best endeavours in providing the service, you use it at your own risk. Even if you use equipment or permit another person to use your service, you are solely responsible for its use including:
- the calls made and messages sent;
 - the sites and content accessed;
 - the content or software downloaded and its effect on your equipment or service;
 - the products and services purchased;
 - the information provided to others;
 - the installation or use of any equipment or software whether provided by us or not;
 - the modification of any settings, data or equipment whether instructed by us or not;
 - the personal supervision of any users under the age of 18 who use the service; and
 - the lawfulness of your activities and accessing any sites and third party content.

11. Acceptable Use

- 11.1. The service is provided to you on the basis that it is used only for approved purposes. In particular you must:
- not use the service in any manner involving illegal, malicious, deceptive or misleading activity;
 - not breach any standards, content requirements or codes set out by any relevant authority or industry body;
 - not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person;
 - not use the service for commercial purposes or in any way distribute or resell the service without our written permission;



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- e. obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
 - f. give us all information and cooperation that we may need in relation to the service; and
 - g. advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.
- 11.2. You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.
- 11.3. We may suspend or terminate, with or without notice, your service if, in our reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our service or jeopardise the use of our service or its performance for other customers or how the wider community will perceive the service. Such activities include, but are not limited to:
- a. 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses'
 - b. being listed or causing the listing of us or our other customers on any real-time blacklist;
 - c. e-mail bombing and the use of bulk e-mail programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
 - d. attempting to obtain unauthorised access to other Internet servers and systems; and
 - e. making misrepresentations or abusive or offensive behaviour in newsgroups and other online facilities.
- 11.4. You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages to anyone. You must not attempt any of these acts or permit another person to do any of these acts.
- 11.5. We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.
- 11.6. What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.
- 11.7. We may monitor the use of your service, however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your service. If we do so we will endeavour to contact you via your nominated primary contact details. We may require an advance payment before your service is restored. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.



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11.8. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies.

12. Suspension/Disconnection of the service

12.1. We may disconnect the service and cancel the agreement at any time by giving 30 days notice.

12.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions then we can suspend or disconnect your service or reroute calls from your service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However we may suspend or disconnect your service without notice to you where:

- a. you exceed the amount of your usage limit or credit limit;
- b. there has been, in our opinion, unusual activity on your service;
- c. you have not paid charges when due;
- d. you do something which we believe may damage the service network;
- e. you are no longer approved by us under our policies to receive the service;
- f. an authority such as the ACMA or enforcement agency instructs us to do so;
- g. we believe you have used your service for unauthorised, criminal or unlawful activity;
- h. you vacate the premises in which you are provided the service without notifying us;
- i. the network or the service network requires repairs or maintenance;
- j. we believe it is necessary to comply with our legal obligations;
- k. we are entitled to do so under the plan or package;
- l. you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

12.3. In the following additional circumstances we may suspend or disconnect your service(s) or reroute calls from your service(s) but we will provide you with reasonable notice prior to doing so:

- a. you do anything which we believe may damage the service network;
- b. you have used the service other than in accordance with the agreement;
- c. you do not comply with the terms set out in a Plan Description or Service Description and Terms.

12.4. Where one or more services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.

12.5. Where we are entitled to suspend or disconnect one or more services in a bundle, we may suspend and disconnect every service in that bundle.

12.6. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

12.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service in accordance with this clause.



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13. Force Majeure

- 13.1. We will not be liable for any delay in installing any service, any delay in correcting any fault in any service, any failure or incorrect operation of any service, or any other delay or default in performance under this Agreement if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

14. Liability

- 14.1. You may have rights and remedies under the Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions and warranties into this agreement, and under the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times. We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.
- 14.2. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.
- 14.3. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person
- 14.4. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.
- 14.5. Where you are two or more persons your liability will be joint and several.

15. Assignment

- 15.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.
- 15.2. We may transfer our rights and obligations under this Agreement if we reasonable consider there will be no detriment to you.

16. Governing law

- 16.1. This agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

17. Charge-Out Rates

- 17.1. Where we perform works that our outside our normal installation, service and support boundaries, we will charge for these services at the following rates:
- | | |
|-----------------------|--|
| a. Technical support | \$80/hour ex GST, minimum charge of 30 minutes |
| b. On-site technician | \$150/hour ex GST, minimum charge of 1 hour. |



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| c. | Re-scheduled installation | \$150/hour ex GST, minimum charge of 1 hour |
| d. | Cabling works | \$110/hour ex GST, minimum charge of 30 minutes |

Complaint Handling Policy

We aim to provide our customers with the best possible service. If you haven't received the service you expected or you would like to make a suggestion we always appreciate your feedback.

You may make a complaint for escalation at www.rasimple.com.au.



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FOXTEL FROM SIMPLE SERVICE DESCRIPTION AND TERMS

IMPORTANT TV CARE INFORMATION

Do not allow a still image to be displayed on your television screen for an extended period of time. This can cause a permanent residual image (burn-in) remaining on your screen. Examples of still images include:

- channel logos and certain channel formats;
- images displayed in a 4:3, 14:9 and 16:9 mode that are different to your television set up;
- on-screen information (for example tickers on news channels) that are part of programmes;
- games and interactive services (including any onscreen icons);
- audio channels; and
- the Foxtel electronic programme guide.

Plasma, Rear Projection and LCD televisions are at a higher risk of burn-in. These televisions are more prone to burn-in during the first 200 hours of use. Always consult your television manufacturer's manual for proper operating instructions.

The satellite Service may be affected by severe weather conditions. If you experience signal problems that you suspect may be caused by severe weather, and for any other technical issues please call our customer service centre on 1300 130 188.

1. Description

- 1.1. Foxtel from Simple service allows you to view a selection of Foxtel channels within your chosen package.
- 1.2. The channels available on a specific package are those advertised at the time of sale. We reserve the right to change the channels on a package or plan from time to time. Your rights in the event of a change are described in this agreement.
- 1.3. To acquire Foxtel from Simple, you must be in an area covered by our service offering, which we will publish on our website at www.rasimple.com.au.
- 1.4. You may use Foxtel from Simple for personal, domestic or household use. You may not resell the service nor allow it to be used for commercial purposes.
- 1.5. We provide support for installing the Service, the Infrastructure, the Foxtel Equipment, changes to your account and service, and ongoing availability of the connection to the Service. This support is included in your monthly subscription fees.
- 1.6. We cannot provide support for connectivity from your television to other services such as free to air television outside the Service. This support is not included in your monthly subscription fees.



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- 1.7. We will do our best to deliver you a reliable Service, however we cannot guarantee a fault free uninterrupted service, or guarantee the performance or quality of the Service.
- 1.8. You must direct all queries regarding faults, outages and service issues to either the email address, online chat address or the phone number we provide for that purpose from time to time.
- 1.9. If we conduct a site visit to your premises, and find that the fault lies with your cable or equipment and not within our Service, we reserve the right to charge you for the call out at our normal charge-out rates.
- 1.10. We will supply you with a Set Top Box to connect to Foxtel from Simple. Foxtel own the Set Top Box.
- 1.11. You may only use Equipment we supply to connect to Foxtel from Simple.
- 1.12. Set up, installation and other once off charges are billed in the month in which the Service is established or otherwise the month in which the charges is incurred.
- 1.13. The Monthly Recurring Charges for the service are billed monthly in advance, unless we state otherwise in the Plan.
- 1.14. You will be billed within 14 days of the end of the prior month for the following period's Subscription Fee and you agree to acquire the service for that period.

2. PERMISSION, ACCESS AND VISITING THE PREMISES

- 2.1 You must obtain and maintain any necessary permission or authorisation for the Works. This may include authorisations from your local council, authorisations required under Heritage Legislation, or authorisations required by the manager and/or owner of the Premises.
- 2.2 If you require us to perform or arrange for the performance of the Works, you must obtain permission from your building manager and/or owner to allow the Foxtel Representatives to enter the common property at the Premises from time to time to perform the Works and perform maintenance. Unless you notify us otherwise, we assume that you have obtained this permission prior to the installation of the Equipment or Infrastructure. If we are required by you to perform or arrange for the performance of the Works, we are not responsible for any damage to common property arising from the Works, unless the law says otherwise. You will be responsible for the cost of any damage to common property arising from the Works, and you may be regarded as having terminated this Agreement.
- 2.3 You must provide us and Foxtel Representatives with access to the Premises to enable them to perform or arrange for the performance of the Works. You must meet our reasonable requirements about our safety and the safety of the Foxtel Representatives who perform the Works.

3. PRE-INSTALLED EQUIPMENT



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3.1 If any Equipment that we need to provide you with to receive the Service is already installed and in working order at the Premises, or any new address to which you transfer the Service, we may use it to provide you with the Service.

4. FOXTEL EQUIPMENT

4.1 At all times Foxtel will remain the owner of the Equipment. Foxtel may add or substitute Equipment in its absolute and sole discretion.

4.2 You must keep the Equipment in good and useable condition at all times (fair wear and tear excepted) until returned to, or collected by, us or Foxtel's representatives.

4.3 Foxtel permits you to use the Equipment in accordance with this Agreement. Only Foxtel can authorise Works on the Equipment. No person (including you) is allowed to perform Works on the Equipment without Foxtel's prior written authorisation. If you, or someone authorised by you, performs Works on the Equipment without Foxtel's prior written authorisation, you will be liable to Foxtel for any loss Foxtel incurs. You must not do anything to enable the Equipment to be connected to the internet or the public switch telephone network (PSTN) without obtaining Foxtel's express prior written consent.

4.4 By activating the service at the time of installation, you acknowledge that the Equipment and the Infrastructure are in working order and that you approve the quality of reception of the Service as at the date of installation of the Equipment.

4.5 You must not remove any marking which identifies the Equipment as belonging to Foxtel.

4.6 Foxtel may use the Equipment to deliver the subscription television services of a third party subscription television service provider to the Premises.

4.7 We or Foxtel will only be obliged to repair any damage to the Premises caused by Works performed on the Equipment to the extent that such damage is caused or contributed to by us or Foxtel in breach of this Agreement.

5. FOXTEL SERVICES

5.1 We may change the Service at any time without notice, including:

- a. changing the scheduled broadcast time of, or withdrawing, any program;
- b. restricting the features of the Foxtel set-top unit (including the ability to record); and/or
- c. adding, withdrawing or changing features of functionality of the Service.



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- 5.2 If we withdraw a Channel from the Service you subscribe to and/or change the way we package the Channels we provide to you, we will provide you with at least 14 days' prior written notice of any such change.
- 5.3 If we change the Service, you may have termination rights under the General Terms and Condition.
- 5.4 You must only provide the Service to the number of Outlets specified in your Application. You must ensure that the number of Outlets specified in your Application is equal to the total number of Outlets at that Premises at all times.
- 5.5 The Outlets must not be connected in any Public Viewing Areas.
- 5.6 Subject to copyright laws, you must not copy any of the Service or Retransmitted Service, or videotape, split, redirect, redistribute or otherwise offer or supply the Service, any part of the Service, or Retransmitted Service to any other place other than the specified Outlets, or to any other person or entity without Foxtel's prior written authorisation.
- 5.7 You must not use, exhibit, cause or permit the viewing of the FOX Sports Channels and/or SKY Racing channel in a Public Viewing Area which holds a liquor license or connect the FOX Sports Channels and/or SKY Racing channel to any television or monitor in a Public Viewing Area which holds a liquor license whether directly or indirectly by means of any device or otherwise, without prior written authorisation of Foxtel.
- 5.8 You must not use or authorise the use of a Broadcasting Decoding Device to gain access to the Service without prior Foxtel authorisation. You also agree not to duplicate, alter, retransmit or redistribute the Channels, including making any change to the picture aspect ratio (for example by inserting digital signage on screen), in any way including but not limited to via the internet.
- 5.9 If you ask us to change the Premises at which the Service are provided (for example, if you have moved to a new address), we cannot guarantee that it will be able to provide the Service at the new address. You will have to pay any charges for installing the Service at the new address. If you want us to provide the Service at another place in addition to the Premises, you will have to sign a separate agreement with us for the Service provided at that place.
- 5.10 You must ensure compliance with the terms of this Agreement by:
 - a. all occupants of the Premises that receive the Service and the Retransmitted Service; and
 - b. all your contractors, sub-contractors, employees and permitted assignees.



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5.11 You acknowledge and agree that any programs that you have recorded to the Foxtel iQ may be erased and irretrievable from the Foxtel iQ for any reason and that, to the extent permitted by law, including the Australian Consumer Law, we and Foxtel re not liable to you for any programs that are erased or cannot be retrieved from your Foxtel iQ, including if any of the following events occurs:

- a. you or we cancel the Foxtel iQ service or this Agreement is otherwise terminated in accordance with its terms;
- b. if we are required to do so by our content suppliers;
- c. power surges or severe weather conditions;
- d. we reformat the Foxtel iQ;
- e. we alter your account details or your subscriber identification number;
- f. you attempt to use the Foxtel iQ otherwise than in accordance with its operating instructions; or
- g. the Foxtel iQ, including the Smartcard, is defective in any way or ceases to operate.

6. FEES AND CHARGES

6.1 For Equipment, we may charge you for any reasonable cost we or Foxtel incur for Works performed on the Equipment from time to time during the Term.

6.2 If you cannot receive the Service and we are not at fault, you must continue to pay the Subscription Fee.

7. YOUR RESPONSIBILITIES

7.1 At the conclusion of the Fixed Term and/or any Extended Term, or earlier termination of this agreement, all Foxtel Equipment is to be returned to the address specified by us within 21 days. If you do not return the Equipment, or the Equipment cannot be recovered by us, then we reserve the right to charge an unrecovered equipment fee to the amount of \$450.00 GST Inc for each unrecovered unit of Equipment. You acknowledge that such fees represent our reasonable costs of recovering or replacing such Equipment. If you have been paying by direct debit or credit card, you authorise us to deduct this amount from your nominated bank, credit union or credit card account.

7.2 You acknowledge that the unauthorised access and use of the Service is a serious crime. For further information on copyright theft, see details under the piracy tab on the Foxtel Website.

8. WARRANTIES

8.1 You warrant to us that:



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- a. you have obtained all requisite consents and approvals from all persons with an interest in the Premises in connection with any Works on the Equipment and Infrastructure;
- b. you will ensure that the use of the Equipment and Infrastructure by those receiving the Service under this Agreement will not result in any damage to the Equipment or the Infrastructure (as applicable); and
- c. without limitation to paragraph (d), you will use your best endeavours to prevent any unauthorised use of the Equipment, Infrastructure or the Service.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 In addition to any rights against you that we may have under this Agreement, you will be liable to us and must keep us, our Foxtel Partners, Related Companies, Suppliers, agents and Contractors indemnified against any loss, cost, expenses, damage or other liability (including legal costs on a solicitor/client basis) arising out of any claim or demand against us by you or any person other than you, which arises from or is connected with our supply or removal of the Service to you or your use of the Service, unless the loss, costs, expense, damage or other liability is caused by our, our Foxtel Partners', Related Companies', Suppliers', agent's or Contractor's wilful default, negligence or breach of this Agreement or any law.

10. IF YOU BREACH THIS AGREEMENT

- 10.1 In addition to our other rights under this Agreement, we can terminate this Agreement at any time, immediately and without notice if:
- a. we believe that the Service or Retransmitted Service is being used in a way forbidden by this Agreement;
 - b. we reasonably believe that the content provided on the Service may no longer be secure, or is being used in breach of this Agreement or in a way inconsistent with the requirements of our content partners or licensors;
 - c. if we consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the Service.

11. RETRANSMITTED SERVICES

- 11.1 We may provide you separate services, without obligation and without further charge, such as your local commercial television network(s) or station(s), the ABC and the SBS (if broadcast in your area) that are retransmitted on the Foxtel platform (the *Retransmitted Service*).
- 11.2 You acknowledge that we provide the Retransmitted Service for your convenience only and does so without any obligation to you. If for any reason we cease to provide



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any or all of the Retransmitted Service, we are not liable for any loss or disappointment you may suffer as a result.

- 11.3 For the avoidance of doubt, if the provision of the Retransmitted Service is terminated by us, there will be no reduction in the Subscription Fee or any other amounts payable by you under this Agreement.

12. CLASSIFICATION OF CONTENT

- 12.1 Content classifications will be displayed with each piece of applicable content available on the Service. You accept full responsibility for reviewing all classification information supplied for each piece of content for the purpose of informing, and where appropriate safeguarding, other viewers of the content. Where you allow children or young people to view content via the Service, you are responsible for ensuring that the content is suitable for them.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Copyright, trade marks and all other intellectual property rights in all material, content or software supplied as part of the Service will remain ours or, where applicable, our content partners or licensors. We grant you a licence to use such rights for your personal use of the Service only, in accordance with this Agreement.
- 13.2 You will not, and you will not assist, facilitate or authorise any third party to:
- a. copy, transfer, publish, rent, reproduce, record, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit any material or content you obtain from the Service;
 - b. sell or make any charge for watching or using any part of the Service; or
 - c. except with our prior written approval, show any part of the Service in public to an audience, even if no charge is made.

14. MEANING OF TERMS IN THIS FOXTEL FROM SIMPLE SERVICE DESCRIPTION AND TERMS

Broadcasting Decoding Device means a device (including a computer program) that is designed or adapted to enable access to the Service without the authorisation of Foxtel by circumventing or facilitating the circumvention of the technical means or arrangements that protect access to the Service.

Channels mean the programming package which you have requested and Foxtel has agreed to supply.

Contractors means contractors, agents and third parties with whom we have entered into agreements or arrangements with from time to time in order to act on our behalf in connection with contacting you; providing you with information pertaining to the Service or any products and services that we or our Related Companies offer from time to time; or performing, planning, research,



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product development and strategic, financial and other business purposes in relation to our products and services on our behalf.

Direct Feed means an installation that reticulates the Foxtel RF signal throughout a building so that each individual display device is coupled with a Foxtel set-top unit.

Equipment means the equipment (including any replacement Equipment) owned by Foxtel and necessary to receive the Service and permitted for you to use by Foxtel including, but not limited to, a set-top unit, conditional access module, Smart Card, and incidental cabling.

FOX Sports Channels means FOX Sports One, FOX Sports Two, FOX Sports Three, Fox Sports News, ESPN, ESPN2, FUEL TV and/or such other channels as may be determined by Foxtel from time to time, or such other channels names as notified by Foxtel.

Foxtel means Foxtel Cable Television Pty Limited (ACN 069 008 797), its employees, agents and Contractor (if you are in a Metro Area) and Austar Entertainment Pty Limited (ACN 068 104 530), its employees, agents and Contractors (if you are in a Regional Area).

Foxtel iQ means the personal digital recorder and set top unit we supply to you from time to time when you subscribe to the Service.

Foxtel Partners means Telstra Corporation Limited, The News Corporation Limited (or any of their subsidiaries or affiliates), Foxtel Management Pty Limited (ABN 65 058 671 938), Foxtel Partnership and Telstra Pay TV Pty Limited.

Foxtel Representatives means the employees, Contractors, sub-contractors or agents of Foxtel.

Heritage Legislation means any legislation or regulations governing the performance of work in buildings of historical interest.

Infrastructure means the infrastructure (if any) which you or someone on your behalf install at your Premises to receive the Service and includes the Integrated System, satellite receiving dish, modulators, incidental cabling, optical fibre, coaxial cable, ducts, conduits, the isolation box, the wall plate and dish mount, the multiswitch, the amplifier and low noise blocker. It also includes any other infrastructure which is already installed at the Premises or is added or substituted by you or us or as requested by you from time to time as contemplated by this Agreement.

Outlet means single television screens for Integrated System services (the number of which is set out in the Schedule) or wallplates with Foxtel set-top units connected for Direct Feed services (the number of which is set out in the schedule and defined by the number of packages).

Premises means the location(s) to which the Service will be provided by Foxtel, as specified in the Schedule.

Public Viewing Area means any location open to the public inside or outside your Premises. This is defined by any area with viewing capacity greater than 15 people.



The RetireAustralia network

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Related Company means a company or entity which is wholly owned (directly or indirectly) by the Foxtel Partnership.

Retransmitted Service has the meaning set out in clause 11.

Service means each and all of the subscription television services selected by you as set out in this Agreement.

Smartcard means the decoder card issued to you for insertion into the Foxtel Equipment to enable you to receive the Service.

Suppliers means the contractors, agents and third party suppliers with whom we have entered into agreements or arrangements with from time to time in order to act on our behalf in connection with this Agreement, as well as any owner of the Equipment.

Subscription Fee means the monthly fee that you must pay for the delivery of the Service and as varied in accordance with this Agreement.

Works means the installation, connection, disconnection, maintenance, alteration, inspection, repair, removal, re-installation, service or any other work performed on the Equipment and/or Infrastructure.



The RetireAustralia network

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OTHER INFORMATION

How do I contact customer support?

Call technical support on 1300 130 185

How do I monitor usage?

You can monitor your usage and your calls by logging into Your Account online at www.rasimple.com.au.

How do I make a complaint?

If you are not happy with us, give us a call first, we would love to resolve it if we can. But if you wish to make a formal complaint please contact Customer Relations, a specialist complaint resolution team, by emailing complaints@rasimple.com.au. If you are still not happy, you may be able to seek complaint mediation or further assistance from the Telecommunications Industry Ombudsman on 1800 062 058 or by email at tio@tio.com.au.

THIS IS A SUMMARY ONLY, SEE THE FULL COMPLAINTS POLICY AT www.rasimple.com.au.