

VISION ASIA INTRODUCTION PACK



Dear Subscriber,

Thank you for your interest in Vision Asia; below is some mandatory information that we feel you should have about Vision Asia's services.

Channels: Vision Asia brings you 13 premium channels- Sony Entertainment TV, Colors, Zee, Star Plus, Star One, SAB TV, MTV, Zoom, Times Now, NDTV Hindi, Set Max & Star Gold. You can also subscribe for an Add- on channel PTC Punjabi (you may also receive PTC Punjabi as stand alone channel).

Vision Asia Magazine: A high gloss entertainment magazine, posted free of cost to our subscribers every month. Please find enclosed a copy of the magazine for your perusal.

Installation: To get connected to our channels you require an 85 cm KU Band Satellite dish, an IRDETO encrypted Decoder and a Smart Card.

Full installation: We can provide you with the installation dish, decoder, and smart card and get you connected within 7days of your approved booking. (Charges as per the Services Rate Card).

Pot Plant Installation: If you are in a unit which has a north facing balcony, we can still get you connected by installing a dish in your balcony in a pot plant; there will be no holes drilled. You can take permission from your Strata management for the same or if you think the Strata management will not object, you can sign an indemnity form for us and we will get you connected accordingly.

We will not be responsible if the Strata asks you to remove the dish.

Incase of No Signal or at a later stage any loss of signal due to movement of the pot, a service call charge as mentioned in the Services Rate Card will be applicable.

Decoder + Card: If you have a compatible dish, you can just take a Decoder and Smart Card from us (Charges as per the Services Rate Card).

Smartcard only: If you have a compatible dish and decoder, you can become a Smart Card only subscriber with us (Charges as per the Services Rate Card).

You are required to fill and submit (via email or fax) the Subscriber Application Form and the indemnity form. Upon receiving your correctly submitted forms and Initial charges, we will get you connected within 7 days.

Permission: If you are in a rented property or a property under Strata Management you also will be required to send us the strata approval form in order to install the dish at your place

Charges: Our monthly subscription for 12 Premium channels is \$65.95AUD and the initial installation charge is \$499AUD for a standard installation (please refer to the Services Rate Card for more details).

Contract: You have the option of signing no contract by paying the full installation fee or you can sign 24months contract by availing our monthly promotions. Please see our website www.visionasia.com.au. or call us on 1300 286 786 to understand and avail the monthly promotion.

Payment: Payment is made by Direct Debit to your Credit/ Debit Card.

Billing: Subscription is charged on the 7th of every month.

Initial charges: We charge you as follows

No contract:	\$499 + Prorata subscription for first month.
24months Contract:	Monthly offer + Prorata subscription charges + 3months subscription
12 months Contract:	\$250 + Prorata Subscription for first month
12months Contract(Student Package)	Monthly offer + Prorata subscription charges+2months subscription

Multiple Connection: Vision Asia's additional connection gives you the option to add an extra Vision Asia box/boxes to your existing subscription, in any room of your house. This way, you don't have to choose between comedies or news, movies or music, or sports and soaps anymore. For a small monthly fee you can enjoy Vision Asia on 2, 3 or all of your TVs. It's a great way to get even more value from your subscription.

Relocation: We can easily get you relocated to any Metro region within Australia. Our standard relocation charges are \$230*, however, you can get relocated only for \$99* by signing a fresh 24 months contract. As a subscriber you will also enjoy other benefits. You can visit our website www.visionasia.com.au to get more information or can call us on 1300 286 786 to speak to one of our executives

Thank you

Team Vision Asia

VA: 1SAF09

Title*.....First Name*.....Last Name*.....

Address*.....Suburb*.....State*.....

Post Code*..... Metro Regional Tel (Home)*.....

Telephone (Work)*.....Mobile*.....Fax.....

Email*.....Date of Birth*.....

Drivers License No. or Passport No*.....Expiry Date*.....
 (* fields are mandatory)

Contact Via Email Post Mobile

How did you hear about Vision Asia Newspaper/Magazine Ad Stall at Community Other
 Website Referred by.....Contact details.....

Installation type	Structure type	Dish Location	No. of Storeys	Ownership
Full Installation <input type="checkbox"/> <small>Please note that \$99 charge is applicable if installation is unsuccessful</small>	House <input type="checkbox"/>	Roof <input type="checkbox"/>	Storey <input type="checkbox"/>	Owned <input type="checkbox"/>
	Town House <input type="checkbox"/>	North facing Balcony <input type="checkbox"/>	Total No of Storeys <input type="checkbox"/>	Rented <input type="checkbox"/>
Decoder & Smart card <input type="checkbox"/>	Unit <input type="checkbox"/>	North facing Courtyard <input type="checkbox"/>		Strata Approved <input type="checkbox"/>
Smart Card only <input type="checkbox"/>	Commercial <input type="checkbox"/>	Gutter Wallmount <input type="checkbox"/>		

Packages

Basic PTC Punjabi Stand Alone PTC Punjabi Add-on No. of Multiple Connections
(Minimum 6 months contract) (Minimum 6 months contract, please refer to the service rate card for applicable charges)

Contract

24 Months Minimum Term | 12 Months Minimum Term No Minimum Term (Decoder and Smart Card) |
 Freedom Offer (No Minimum Term) | Student Offer - 12 months term

Subscriber Card Details (Visa or Master Card only)

Credit/Debit Card Number
 (All card numbers must be 16 digits)



Name as it appears on Credit/Debit Card.....Expiry Date /
 (Subscriber's First and Last Name in the personal details section should match the name on the Credit/Debit card)

I authorise Vision Asia to Debit my nominated Credit/Debit Card for my Monthly and/or Initial charges. I request, until further notice in writing, to debit my /our account described in the schedule below, any amounts which Vision Asia Pty Ltd. ACN 092 739 547 (User ID No. 068735) may debit or charge me/us through the Debit System. I understand and acknowledge that:

- The financial institution may in its absolute discretion determine the order of priority of payment by it of any moneys pursuant to this request or any authority or mandate.
- The financial institution may in its absolute discretion at any time by notice in writing to me/us terminate the request as to my future debits.
- The user may by prior arrangement advice to me/us vary the amount or frequency of future debits.

I have acquired satellite dish and cabling, installed through my own resources, or in further consideration of Vision Asia Pty Limited providing certain subscription services and associated dishes, cables and reception equipment to me pursuant to, among other things, VisionAsia's Terms and Conditions for same, I acknowledge that I have notified and obtained permission (or do not require permission) from my landlord/strata body corporate for installation of the equipment at the premises referred to above.

I indemnify, and will keep indemnified, Vision Asia, to the full extent permitted by law, from any and all costs, expenses, liability or damages claimed by any person relating to any of the following:

- Damage to any property or person and which relates directly or indirectly to the satellite dish/decoder/smartcard and/or cabling or installations;
- Problems of reception that may arise as a result of there being any defect in the satellite dish/decoder/smartcard and/or cabling or installations;
- Problems that may arise with the reception of local "Free to Air Channels";
- Claims arising directly or indirectly in connection with Vision Asia's installation and removal of the Equipment;
- I will return Vision Asia's Equipment (including without limitation the Satellite dish, decoder and smartcard), at the time of termination of my Vision Asia subscription.
- I understand that Vision Asia reserves the right to charge additional sums for nonstandard installation or relocation of the Equipment (including, without limitation, installation of the dish in a pot plant holder) and agree to bear the service call charges in the event of any loss of reception due to the moving of the pot plant or for any reason other than faulty Equipment

Note: Your Initial Charges include your Installation Charges plus pro-rata subscription charges as per the current monthly offer or standard installation charges

I acknowledge that the terms and conditions of the Vision Asia Subscription Agreement have been provided to me and that I have understood and agree to them. I would like to subscribe to Vision Asia Pay TV services at my residence/commercial premises. All the above personal payment details have been provided by me for installation and billing purposes.

Signature.....Date.....

For Vision Asia use only:

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CID

Pot Plant installation Specifications:

For the units with north facing balconies, we propose pot plant installation where the dish is mounted on a concrete base.

This type of installation, does not involve any drilling in the property.



Roof Top Installation specifications:

The Dish will be attached to the roof near the gutter with steel gutter/roof mount tied with dynabolts to the rafters. The cable will be run through the cavity (if possible) or an alternative will be suggested.

There is no underground cabling or digging involved. Standard installation takes two to three hours approximately. 12 Month on site warranty (conditions apply).



Dish specifications:

Reflector Diameter	85cm
Gain Ku-Band	11.7 12.5GHz 39.34dB
Reflector Material	Galvanised Steel
Dish Support (Mount)	Material Steel
Reflector & Support Finish	Polyester Powder Coating
Height	Approximately 1.2meters
Dish Weight (Including Mount and LNB)	Approximately 10Kgs
Pot Plant Dish Weight (Including Mount, and LNB)	Approximately 30Kgs

STRATA MANAGEMENT APPROVAL

OCCUPANT 'S NAME

PROPERTY ADDRESS:

TELEPHONE

APPROVING REPRESENTATIVE DETAILS:

Type of approval Pot Plant Roof Top

NAME: _____ **DATE:** DD MM / YY /

SIGNATURE: _____

Installation and Transfer Charges

Standard Installation-Metro Areas ¹	\$499 or Monthly offer
Standard Installation-Regional Areas ²	\$599 or Monthly offer + \$100
Non Standard Installation ³	to be quoted
Non Standard Relocation ³	to be quoted
Relocation (includes dismantling, and Standard reinstallation)	\$230 or Monthly offer
Multiple Connection	to be quoted

Monthly Subscription

Basic Bouquet	\$65.95⁴
Punjabi Channel (Add-on Channel)	\$09.95⁵
Punjabi Channel (Stand Alone Channel)	\$25.00⁶
Multiple Connections	\$34.05⁷

Equipment Charges

New Decoder + Smart Card	\$249.00 + courier charge \$25 (total cost of \$274)
New/replacement ⁸ Smart Card only	\$99.00 + postage charge \$5 (total cost of \$104)
New/replacement ⁸ Decoder only	\$150.00 + courier charge \$25 (total cost of \$175)
New/replacement ⁸ Remote	\$50.00 + postage charge \$5 (total cost of \$55)
New Mount/Pot plant dish (during relocation)	\$30.00
New dish (during relocation or service call)	\$90.00

Suspension and termination Charges

Monthly charge (Maximum four Months)	\$15.00
Early Termination Charge	
Basic Bouquet ⁹ and Punjabi Channel Stand Alone	
Within 12 months	\$350.00
Within 13 to 24 months	\$200.00

Punjabi Channel add-on and multiple connections:
 Within 6 months the remainder of the minimum term

Student Package: Within 12 months **\$350.00**

Service Charges

Service Call ¹⁰	\$99.00
Rescheduling Service Call ¹¹	\$40.00
Site Survey Charges	\$50.00
Unsuccessful Job	\$99.00
Unrecovered Decoder ¹²	\$150.00
Unrecovered Card ¹²	\$100.00
Unrecovered Remote ¹²	\$50.00
Payment dishonoured/Declined charge	\$50.00
Monthly Statement/Cheque Handling	\$5.00
Unrecovered equipments (Dish, Decoder, Remote and smart card)	\$250.00

1. Metro Areas are within a radius of 50 km from the CBD

2. A regional area is any area within a 50 kilometer radius of 50 km of the Metro area. For areas beyond this distance, a quote will be provided

3. Typically for installations on high buildings, commercial installations and residential installations on double storey building or Single storey building (above 5.5mts height).

4. Minimum subscription of \$1,582.80 over a fixed 24 month term, exclusive of installation, service and other costs. For the Student Package,

minimum subscription of \$791.40 over a fixed 12 month term, exclusive of installation, service and other costs.

5. Minimum subscription of \$59.70 over a fixed 6 month term, exclusive of installation, service and other costs.

6. Minimum subscription of \$600 over a fixed 24 month term, exclusive of installation, service and other costs.

7. Minimum administration fee of \$204.30 over a fixed 6 month term, exclusive of service and other costs.

8. Replacement charges only apply where the equipment has been lost, stolen or damaged.

9. If on a fixed term contract of 24 months/12 months.

10. Where equipment is not Vision Asia property and/or the fault is not associated with Vision Asia's equipment. including pot-plant service calls and loss of signals due to natural calamities.

11. Where less than 2 business days notice is provided.

12. If Vision Asia equipment is not returned within 7 days of disconnection, or if faulty equipment is not returned with 7 days of replacement equipment being provided.

Please Note:

Our installation engineers are not qualified to, or permitted to tune, install and/or troubleshoot equipment apart from those supplied by Vision Asia. Kindly refrain from requesting such services, as your equipment may be at risk and Vision Asia will not be liable

Effective from April 09' and can be revised without prior notice

AUSTRALIAN CUSTOMER TERMS AND CONDITIONS

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 Installation Fee (if applicable) and the Subscription Fee for each month of the Term in accordance with clause 5.
- 1.2 Some of the words used in these terms have particular meanings, which are set out in the Dictionary in clause 12.
- 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 New South Wales.

2. THE CHANNELS

- 2.1 We will provide the Service to You on the term and conditions set out in this Agreement.
- 2.2 The Channels will be provided to you by means of:
 - (a) the satellite DTH service; or
 - (b) the IPTV service,
 as selected by You in the Subscriber Application Form.

- 2.3 We will use reasonable skill and care in providing the Channels, but may vary the content of any Channel or broadcast times or stop providing any Channel 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.
- 2.4 VISION ASIA will provide the Service to You on the term and conditions set out in this Agreement.
- 2.5 You acknowledge that we are not responsible for determining the content scheduling and sequence of programmes on the Channels including, without limitation, any advertisements, promotions or other interstitials or data inserted in such Channels. You are not entitled to make any claim against us in that regard.
- 2.6 We will use all reasonable endeavours to ensure that the Channels 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 Channels or for any breaks or deterioration in the signal quality where same is beyond our reasonable control.
- 2.7 The Channels are provided for your private use only. You must not retransmit the Channels to any other person, or copy any of the Channels, or show the Channels in a public place.
- 2.8 We will handle all enquires and complaints relating to the Service or the Channels. Our contact details are on our website visionasia.com.au

3. INFRASTRUCTURE

- 3.1 We will install the Infrastructure in your Home, if appropriate equipment is not already installed.
- 3.2 You consent to our installation of the Infrastructure on the terms of this agreement.
- 3.3 We may add or substitute the Infrastructure as requested by you or otherwise at our absolute discretion.
- 3.4 We will agree with you the date on which we will install, inspect, maintain, remove or repair the Infrastructure. We will try to keep to the agreed date, but we are not liable for any loss you or anyone claiming through you may suffer if we cannot do so.
- 3.5 We will attempt to install the Infrastructure to your Home in

accordance with your directions, but we may make the final decisions on installation of the Infrastructure. You may need to pay an additional Installation Fee because of technical constraints. We will advise you of such additional Installation Fees before we undertake the work required. Unless we expressly agree otherwise, such installation will only involve the connection of the Reception Equipment to your nominated television. In the event that we agree to some other method of connection of the Reception Equipment requested by you, we will have no liability to you as a result of such installation.

- 3.6 You must provide us with safe access to your Home. This includes providing safe access to allow for us to install, inspect, repair, maintain, replace or remove the Infrastructure at any time during this agreement or after termination of this agreement.
- 3.7 Upon installation of the Infrastructure, you must sign an Acknowledgment
- 3.8 If you require us to remove all or any part of the Infrastructure, we may charge you for the costs of removal.
- 3.9 In the event you enter into any agreement with the installer to undertake any other works for you other than those expressly authorised by us, you are solely responsible for any charges incurred or any damage to the property etc.
- 3.10 In the event that any Infrastructure is faulty you must return that equipment to us at our 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 or replacing the equipment.
- 3.11 Notwithstanding any other provision in this Agreement, where you provide your own satellite dish and/or decoder, you are solely responsible for the installation, inspection, maintenance and removal of such equipment and the proper functioning and tuning of such equipment to enable you to receive the Channels.
- 3.12 If you require us to come to your Home for assistance with the Infrastructure, including without limitation removal or relocation of any Infrastructure or resetting a pot plant installation to receive the Channels, we may charge an additional service fee as set out in the Service Rate Card.
- 3.13 Unless you own your Home, you must get permission from the owner and/or body corporate for the installation, maintenance, inspection and removal of a Dish. If we are required to remove a Dish because you failed to get such approval, you will be responsible for our costs of removal and this agreement will terminate upon removal of the Dish.
- 3.14 We will take reasonable care in relation to the installation, inspection, maintenance, replacement, repair or removal of the Infrastructure, but are not be required to make good any damage to your property caused by such installation, inspection, maintenance, replacement, repair or removal.

4. OWNERSHIP AND USE OF THE INFRASTRUCTURE

- 4.1 The Infrastructure provided by us remains our property at all times and you must ensure that they sustain no damage, except for fair wear and tear. We may add to, maintain or substitute the Infrastructure at our absolute discretion and cost.
- 4.2 You must not use or permit anyone else to use the Infrastructure (which for the avoidance of doubt includes the smart card) without our permission. We permit you to use the Infrastructure only to receive the Channels in accordance with this agreement. You must tell us immediately if any of the Infrastructures is lost or stolen and we will charge you for any replacement Infrastructure in accordance with the Service Rate Card.
- 4.3 You must not remove any marking or digital signatures which identify the Infrastructure as belonging to us.

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- 4.4 You must provide a suitable place and conditions for the Infrastructure and its installation. You must provide electricity and power points for the Infrastructure at your own expense.
- 4.5 If your Home is sold and you remain the tenant, you must notify the purchaser that the Infrastructure is our property. This clause applies to the first and any subsequent sale.
- 4.6 If you move to a new home, you must notify us and this agreement may be varied in accordance with clauses 9.1 and 9.2.
- 4.7 If any part of the Infrastructure is damaged by your acts or omission, we will charge you our reasonable costs of replacing the damaged equipment, as set out in the Service Rate Card.

5. PAYING FEES FOR THE SERVICE

- 5.1 Before we install any Infrastructure, you must pay:
- (a) **subject to clause 5.3, the Subscription Fee for the first month of this agreement; and**
- (b) **the Installation Fee, if applicable. If this agreement or our subsequent provision of Channels commences on a day which is not the Seventh day of a month, the Subscription Fee for the Channels for that first month may be charged on a pro rata basis.**
- 5.2 You must pay the Subscription Fee to us every month in advance except if clause 5.3 applies.
- 5.3 You may elect to pay all of the Subscription Fees for a twelve or twenty-four month period before we install any Infrastructure. Payment for a twelve or twenty-four month period may be made by MasterCard or Visa (credit/debit) card, directly from your bank account or by cheque.
- 5.4 You must pay to us any other fees or charges for which you are liable 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.
- 5.5 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 or directly from your bank account. You must provide the relevant details and authorizations 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, or monthly payment by cheque.
- 5.6 If any payment owed under this clause 5 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; and/or;**
- (b) **de-activate the Reception Equipment (and the smart card in particular). You will be liable for a reconnection charge (as set out in the Service Rate Card) if you wish to continue to receive the Channels. If you do not wish to continue to receive the Channels you will be deemed to have breached this agreement for the purposes of clause 8.1(a); and/or**
- © **without prejudice to any other remedies, or terminate the Service and/or**
- (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; and/or**
- (e) **report your default to a credit reporting agency as anticipated by clause 11 below. You acknowledge that, if we make such a report, your credit rating may be affected and you may have**

difficulty obtaining credit in the future; and/or

- (f) **Report your default to a collections agency so that they may take further action against you to ensure your payment; and/or.**
- (g) **Terminate this agreement for your breach as referred to in clause 8.1.**
- 5.7 We will not be liable to you for any loss or damage you suffer because we exercised our rights under this clause. You indemnify us from and against all costs and disbursements incurred by us in pursuing any overdue payment including legal costs on a solicitor and own subscriber basis and collection agency costs.
- 5.8 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.
- 5.9 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.
- 5.10 You may suspend your receipt of the Services for a minimum of 1 month and a maximum of 4 months in any 12 month period, subject to payment of a fee and on payment of any outstanding balance on your account. For the avoidance of doubt, suspension requests can only be made for a 1, 2, 3 or 4 month period and not for a period which is part of a month. We will automatically reactivate the Services once the agreed suspension period has expired.
- ## 6. INDEMNITY AND LIMITATION OF LIABILITY
- 6.1 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.
- 6.2 Subject to clause 6.1, 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.**
- 6.3 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.
- 6.4 You must indemnify us against any loss, damage, liability or expense arising from your negligent or wilful misuse of the Infrastructure.
- 6.5 Subject to clause 6.1, 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 \$5,000.00.
- 6.6 In the event that a Dish is installed at your premises by way of a pot plant installation, you must ensure that the Dish is not interfered with or obstructed by any objects, structures or

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persons in any way and you must not make any claim against us relating to any such interference or obstruction.

6.7 Notwithstanding any other provision of this agreement, in the event that a Dish is installed at your premises by way of a pot plant installation and the Dish is unable to receive the signal as a result of interference with, or obstruction of, the Dish contrary to the requirements of clause 6.6, we will charge you for the service call to re-establish the signal.

6.8 You promise that you are the owner of your Home, or are the occupier of it under a lawful lease or agreement and that you have obtained any necessary permission to allow us to install, repair, maintain and remove the Infrastructure.

6.9 Subject to clause 6.6, 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 Channels or free to air channels.**

6.10 If you rent your Home, you must notify the owner of the terms of this clause and clause 3 and use your best endeavours to ensure that the owner of your Home complies with these terms and conditions. If your Home is sold and you remain the tenant, you must use your best endeavours to ensure that the purchaser agrees to observe the terms of this agreement.

6.11 This clause 6 survives termination of this agreement.

7. CAPACITY

7.1 You promise us that you are over 18.

7.2 If the person who signs the Acknowledgment is not you, then you promise us that person is authorised to sign on your behalf.

8. TERMINATION OF THIS AGREEMENT

8.1 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; or**
- (b) **we reasonably believe that the Channels or the Infrastructure are being used in a way forbidden by this agreement; or;**
- (c) **any money payable to us under this agreement becomes overdue by more than 14 days; or**
- (d) **we believe on reasonable grounds that you will be unable to meet your payments under this agreement; or**
- (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, or**
- (f) **the owner or body corporate of your Home requires you to remove a Dish; or**
- (g) **you move to a new home and we are unable to provide the Channels to you at your new address.**

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 this clause.

8.2 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, other than Sports Channel or PPV. There will not be any refund for any Subscription Fees paid for Sports Channel or PPV.

8.3 After the expiry of the Minimum Term for each Service you can terminate your obligations under this agreement in relation to that Service by 30 days written notice to us from the billing date (currently the 7th of the month). If there is no Minimum Term applicable, you can terminate this agreement by 30 days written notice to us from the billing date. 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).

8.4 If you terminate this agreement and/or any Services prior to the expiry of the Minimum Term for those Services for any reason other than in response to a notification from us pursuant to clauses 5.7 or 9.3, or if there is an automatic termination of this agreement and all Services pursuant to clauses 3.13 or 9.1, we may charge you an early termination fee in accordance with the Service Rate Card.

8.5 On termination of this agreement for any reason, or on termination of a Multi-room Connection, you must arrange to return the Reception Equipment to us at your cost and in accordance with our reasonable instructions, and (where applicable) allow us reasonable access to your Home to remove a Dish. In the event that we notify you that we do not require the Dish, you may retain the Dish at your risk and we make no warranty in relation to your retention or further use of the Dish.

8.6 For the purposes of clause 8.5, we may charge you a reasonable collection fee or a reasonable replacement fee if you do not comply with our reasonable instructions.

8.7 If we cease to provide the Channels pursuant to this clause 8 and you later request us to reinstate the Channels, you must pay a reconnection fee and any other applicable fees as set out in the Service Rate Card.

8.8 You are responsible for reconnecting and tuning your television and other equipment when this agreement is terminated for any reason.

9. VARIATION OF THIS AGREEMENT

9.1 If you move to a new home we cannot guarantee that we will be able to provide the Channels at the new address. If we can't provide the Channels at the new address you will have to pay any charges for removing the Infrastructure and the installer's attendance at your new home, and this agreement will automatically terminate.

9.2 If you request us to provide the Channels at another place in addition to your Home, you must enter into a separate agreement with us in relation to that other location.

9.3 We can vary any of the terms of this agreement at any time. We will use commercially reasonable efforts to notify you of any change to the terms of this agreement from time to time. 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 receiving the notice from us. 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 our initial notice of the changes, you agree that you are deemed to have consented to the changes.

9.4 If part of this agreement is not legally enforceable, then that part of the agreement will not apply, but all other parts of this agreement will continue to apply.

10. TRANSFERRING THIS AGREEMENT

10.1 You cannot transfer the right to receive the Channels 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.

11. YOUR INFORMATION

11.1 Information concerning you will be held in a database. The database will contain your name, address, previous address, telephone numbers, driver's license number, bank account or credit card details, billing details, information relating to the provision of Channels and Infrastructure, information relating to credit, and information provided by you in connection with this agreement or the Service.

11.2 You consent to the use and disclosure of the information described in clause 11.1 and as set out in this clause. The information may be used or disclosed by us:

- (a) as set out in our privacy policy from time to time. Our privacy policy is available for your review on our website, or you may obtain a copy by contacting our office during business hours;
- (b) to give information to, or obtain information from, a credit reporting agency about you. This may occur so that we may obtain a consumer credit report about you and/or to allow the credit reporting agency to create or maintain a credit information file containing information about you; and
- (c) to enforce our rights under this agreement, including engaging a collections agency to recover outstanding moneys you may owe to us.

11.3 The information referred to in clause 11.2(b) is limited to:

- (a) identity particulars – your name, gender, address (and the previous two addresses), date of birth, name of employer, and drivers licence number;
- (b) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
- (c) the fact that we are a current credit provider to you;
- (d) repayments that are overdue and for which Credit collection action has started;
- (e) advice that your repayments are no longer overdue in respect of any default that has been listed;
- (f) information that, in our opinion, you have committed a serious credit infringement (i.e. fraudulently, or shown any intention not to comply with the credit obligations);
- (g) dishonoured cheques – cheques drawn by you of \$100 or more which have been dishonoured more than once;
- (h) that credit provided to you by us has been paid or otherwise discharged. This information may be given before, during, or after the provision of credit to you.

11.4 For the purposes of the Privacy Act 1988 (Cth) you acknowledge that we:

- (a) have informed you that we may give certain personal information about you to a credit reporting or collections agency;
- (b) may obtain information about you from a business which provides information about your commercial creditworthiness for the purposes of assessing your application for consumer credit;
- (c) may obtain a consumer credit report containing information about you from a credit reporting agency for the purpose of assessing your application for commercial credit;
- (d) may exchange information with those credit providers named in any consumer credit report issued by a credit reporting agency for the following purposes:
 - (i) to assess an application by you for credit;

- (ii) to notify other credit providers of a default by you;
- (iii) to exchange information with other credit providers as to the status of the credit provided to you where you are in default with other credit providers; and
- (iv) to assess your creditworthiness
- (e) may obtain a consumer credit report to collect overdue payment on commercial credit.
- (f) may use and retain credit information for the following purposes and for other purposes as may be agreed between you and us or as required by law from time to time:
 - (i) provision of goods and/or services;
 - (ii) marketing of goods and/or services;
 - (iii) analysing, verifying and/or checking your credit and/or payment status in relation to our provision of goods and/or services;
 - (iv) processing your payment instructions (including relating to direct debit and credit facilities); and
 - (v) enabling our operation of your account and/or collection of amounts outstanding in relation to goods and/or services provided by us.

11.5 You must ensure that your information, including without limitation your payment details, are at all times current and you must notify us in the event that any such details change.

12. DICTIONARY

12.1 Acknowledgment means a form signed by you or someone on your behalf to confirm your acceptance of the installation, repair, maintenance, relocation or removal of the Infrastructure, such work being carried out to your satisfaction, the correct functioning of the Infrastructure, your satisfaction with the quality of reception of the Channels at the time of such work, and your acceptance of this agreement.

12.2 Channels means the television channels which you have requested and we have agreed to supply.

12.3 Dish means a satellite dish and any cabling, mounts or other associated material, provided by us for the reception of the Channels provided by means of the Satellite DTH service.

12.4 Freedom Offer means:

- (a) the provision of the Standard Bouquet with no minimum term;
- (b) upon termination of this Agreement you will own the Dish (if applicable) and Reception Equipment and will be responsible for its subsequent use and maintenance and removal from your Home (if required);

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

12.6 Infrastructure means:

- (a) if the Channels are to be provided by means of the Satellite DTH service, the Dish and Reception Equipment; or
- (b) if the Channels are to be provided by means of the IPTV service, the Reception Equipment,

and any other equipment provided or replaced by us from time to time.

12.7 Installation Fee means a non-refundable amount notified by us

from time to time. For the avoidance of doubt, the Installation Fee includes the cost to us of installation of the Infrastructure and labour costs, and is inclusive of GST.

- 12.8 **IPTV service** means provision of the channels by means of IPTV transmission.
- 12.9 **Minimum Term** means, in relation to:
- (a) **the Standard Bouquet and Punjabi Channel Stand-alone, 24 months/12 months after you agree to our provision of the Services;**
 - (b) **the Student Offer, 12 months after you agree to our provision of the Services;**
 - (c) **Punjabi Channel Add-on and the Multi-room Connection, 6 months after you agree to our provision of the Services;**
 - (d) **Sports Channel, 1 calendar month; and**
 - (e) **PPV, that period advised by us to you from time to time. For the avoidance of doubt, there is no Minimum Term for the Freedom Offer.**
- 12.10 **Multi-Room Connection** means the provision of additional Reception Equipment to view the Channels in another room of your Home under your existing Vision Asia account.
- 12.11 **PPV** means the pay per view program as an add-on to the Standard Bouquet.
- 12.12 **Reception Equipment** means the integrated receiver decoder and/or smart card provided by us for the reception of Channels subscribed to by you.
- 12.13 **Satellite DTH service** means a direct to home provision of the channels utilising a satellite as the means of transmission.
- 12.14 **Service** means the provision of Channels by means of the satellite DTH service or the IPTV service, and Infrastructure, and the installation of the Infrastructure in accordance with clause 3 of this agreement.
- 12.15 **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.
- 12.16 **Sports Channel Add-on** means the Sports channel provided as an add-on to the Standard Bouquet.
- 12.17 **Standard Bouquet** means the standard bouquet of 11 channels;
- 12.18 **Student Offer** means the provision of the Standard Bouquet to a person who has established to our reasonable satisfaction that they are an overseas student studying an approved course in Australia;
- 12.19 Subscription Fee means a:
- (a) **monthly fee for each of the Standard Bouquet, Student Offer, Freedom Offer, Sports Channel, Punjabi Channel Add-on and Punjabi Channel Stand-alone (where subscribed to by you); and/or**
 - (b) **per view fee for PPV(where subscribed to by you); and/or**
 - (c) **monthly account maintenance fee for the Multi-room Connection (if any), which is advised by us to you at the time you subscribe to the relevant Channel or Multi-room Connection, and as varied pursuant to clause 5.7.**
- 12.20 **Term** means the period that we continue to provide Services to you.

12.21 **Unsuccessful Job** means the Installation of the Infrastructure is not successful.

12.22 **You or your** means the person named as customer in the Acknowledgment.

12.23 **Your Home** means your specific residential area to which the Channels will be provided, and, where the context requires, the building to which the Infrastructure will be provided or which otherwise incorporates your specific residential area, including the land and common property.

12.24 **We, us or our** means VISION ASIA Pty Limited of 97 Victoria Road Parramatta NSW 2150 and its employees, agents, sub-agents, any person working in its business and agents and independent contractors who provide services to us.

12.25 **Punjabi Channel Add-on** means the Punjabi channel provided as an add-on to the Standard Bouquet.

12.26 **Punjabi Channel Stand-alone** means the Punjabi channel provided as a stand-alone channel.