



The following Terms & Conditions ("Terms") apply to and shall govern your subscription to ABS-CBN Australia Pty Ltd.'s Internet Protocol Television ("IPTV") service and shall constitute the entire agreement by and between you ("Subscriber" or "You") and ABS-CBN Australia Pty Ltd. ("ABS-CBN Australia", "We" or "us"). These Terms together with your Customer Application Form ("CAF") and any and all amendments, form/s, letter/s or documents attached to it, if any, shall constitute the entire agreement between Subscriber and ABS-CBN Australia (each, a "Party" and together, the "Parties") (collectively the "Agreement").

**1. Subscription** – By signing this Agreement, you confirm that you have engaged the services of ABS-CBN Australia to provide you access to programs that it distributes via its IPTV service and that are included in the Subscription Package you subscribed to (the "IPTV Service").

Your Subscription Period shall be the period indicated beside the Subscription Package you selected on your CAF. The Subscription Period of your Subscription Package shall begin from the time of activation of the set top box ("STB").

**2. Service Installation, Configuration or Activation** – ABS-CBN Australia shall provide you with one (1) STB, one (1) HDMI cable, one (1) remote control, one (1) power plug, one (1) Wi-Fi Dongle, one (1) A/V Cable and one (1) LAN cable (collectively "IPTV Equipment"). ABS-CBN Australia shall ship the IPTV Equipment to your designated address. You will need to contact ABS-CBN Australia's call centre at 1800 227 226 ("Call Centre") to activate the IPTV Equipment immediately. Otherwise, the IPTV Equipment will automatically be activated THIRTY (30) calendar days after it has been sent to you and this shall be considered your activation day. If you need technical assistance in setting up the IPTV Equipment, please contact the Call Centre and an agent shall assist you on how to install and use the IPTV Equipment. It is your responsibility to acquire, subscribe to, pay for and maintain an internet broadband service to enable you to operate, use and continue using the IPTV Service. You understand and agree that the Monthly Subscription Fee for the IPTV Service excludes the fee for internet broadband service and that you shall be separately and solely responsible for paying the fee for your internet broadband service directly to the internet service provider. You understand and agree that the quality of the IPTV Service shall depend on the speed of your internet broadband service.

The mere delivery or possession of the IPTV Equipment does not give you the right to receive the Service unless the STB is activated and you have paid and continue to pay the appropriate Monthly Subscription Fee. You may not transfer, hire out, lend or otherwise hand over the IPTV Equipment or any part of it to any third party. You may not use the IPTV Equipment or any part thereof for any purpose other than that which is intended under this Agreement or in areas outside of Australia. It is your responsibility to ensure that the IPTV Equipment is kept in a safe place and that the IPTV Equipment is used with care according to the instruction manual and guidelines.

The IPTV Equipment and parts thereof have a one-year warranty period, the start date of which begins on the day that you receive the IPTV Equipment. ABS-CBN Australia shall replace without additional cost the IPTV Equipment or part thereof that is damaged or defective without your fault or negligence.

ABS-CBN Australia reserves the right to request for the return to its offices in Australia of the IPTV Equipment or parts thereof that are damaged, defective or have otherwise been replaced. Should ABS-CBN Australia request you to return the IPTV Equipment or parts thereof, ABS-CBN Australia shall reimburse you, without interest, with the cost of mailing upon presentation of the original sales invoice within five (5) business days.

ABS-CBN Australia reserves the right to replace, upgrade software, deactivate, and test the IPTV Equipment or any part thereof in order to improve its Service and/or to protect its proprietary and business rights over the IPTV Equipment.

**3. Payment of Subscription Fee** – You shall be required to pay the first Monthly Subscription Fee within twenty (20) calendar days after activation of the STB ("Deferred Initial Payment of the Subscription Fee"). Thereafter, you shall be required to pay the Monthly Subscription Fee on or before its due date based on the Payment Option you have selected in your CAF. If you wish to change your Payment Option, kindly call our Call Centre at least three (3) weeks prior to the date when the new Payment Option is proposed to take effect.

ABS-CBN Australia reserves the right to increase the Monthly Subscription Fee if, among others, ABS-CBN Australia is required by law or any regulatory agency to implement an action that will affect the pricing structure, such as GST and other charges, or as business exigencies may require. Any increase in the Monthly Subscription Fee shall be communicated to you at least thirty (30) calendar days before its implementation.

In case you select credit card payment or direct debit payment as Payment Option, you hereby authorize ABS-CBN Australia to charge your credit card or debit from your bank account the Monthly Subscription Fee and/or the payment for the STB. You also agree that you may be charged with bank charges and/or fees in relation to your transaction.

Should you choose a Payment Option other than payment via credit card or direct debit from your bank account, ABS-CBN Australia shall send you a monthly invoice for the Monthly Subscription Fee. An administrative fee in the amount of Two Dollars (AUD2.00) per month shall be charged to you accordingly.

Regardless of the Payment Option you choose, you may be sent an invoice upon request thereof from the Call Centre, subject to your payment of an administrative fee in the amount of Two Dollars (AUD2.00) per invoice.

**4. Suspension, Deactivation and Reactivation of Service** – If you fail to make any payment due to us on or before the due date, ABS-CBN Australia may charge the amount of Seven Dollars (AUD7.00) as Late Payment Fee ("Late Payment Fee"). The Late Payment Fee will be charged to your credit card, debited from your bank account, or included in your next invoice, as applicable based on your Payment Option.

ABS-CBN Australia may terminate your IPTV Service for non-payment of the Monthly Subscription Fee within sixty (60) days after due date and/or non-payment of Late Payment Fees, if any.

ABS-CBN Australia may also refer you to a collection agency or a debt collector for the purpose of collecting overdue accounts and/or to other credit reporting bodies at its sole discretion.

**5. Switching Subscription Plans** – You may switch subscription plans by calling the Call Center, but only at the end of your Subscription Period as indicated on the CAF. Your request to change your existing subscription plan is subject to the approval of ABS-CBN Australia.

**6. Termination of Agreement** – ABS-CBN Australia has the right to terminate this Agreement at any time by giving you a thirty (30)-day written notice via postal mail. ABS-CBN Australia may also terminate this Agreement for cause, including but not limited to non-payment of the Monthly Subscription Fee in accordance with these Terms.

Unless otherwise provided for in this Agreement or by applicable law, ABS-CBN Australia reserves the right to terminate this Agreement if you are in breach of any of its provisions without prejudice to other legal remedies available to us. By signing this Agreement, you agree that in the event of termination pursuant to your breach of this Agreement, you shall not be entitled to any refund whatsoever of the Monthly Subscription Fee or other payments made under this Agreement. If termination is due to your default or your failure to pay the Monthly Subscription Fee, you shall be liable for the amounts due until the termination date including interest at the rate stated in this Agreement until full payment has been made.

Should ABS-CBN Australia terminate this Agreement before the end of the Subscription Period for cause or for your breach of any of this Agreement's provisions, you shall be required to pay the equivalent amount of the Pre-Termination fee as indicated on your signed CAF by way of liquidated damages ("Liquidated Damages").

Subsequent to termination of this Agreement for whatever reason, should you request for reactivation of the Service, and provided that ABS-CBN Australia has no valid reason to refuse otherwise, your Service may be reactivated upon your payment of the amount of Twenty-Seven Dollars and Fifty Cents (AUD27.50) ("Reauthorization Fee") ABS-CBN Australia reserves the right to change the amount of the Reauthorization Fee from time to time without prior written notice.

**7. Assignment of IPTV Equipment** - If your Subscription Period has expired and you have paid all the fees in relation with your Subscription, you may request for the assignment of the IPTV Equipment to a to another person by calling the Call Center and giving the name and contact details of the person to whom you will assign the IPTV Equipment. Assignment of the IPTV Equipment does not, however, entitle the assignee to any rebate on the IPTV Equipment or discount on the subscription package.

**8. Enjoyment of the Service.** – The Service is for private use only and for your exclusive enjoyment as a Subscriber. The Service should not be redistributed to other television sets and/or devices outside of the household address indicated on the CAF.

**9. Programming and Transmission.** - You understand and agree that any and all programming decisions with respect to the Service, including the scheduling, substitution or withdrawal of any schedule programs, shall be ABS-CBN Australia's sole discretion. Furthermore, ABS-CBN Australia shall have no liability to you or any person with respect to any interruption or failure in transmission, reception or distribution of the programs and that you waive any right to remedy that you may have against ABS-CBN Australia as a result of such interruption.

**10. Intellectual Property.** – All programmes under the Service are protected by International Copyright Laws and are the intellectual property of ABS-CBN Australia and/or its licensors. You are not allowed to and may not authorise anyone else to do the following: (a) copy, relay, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of programmes and contents broadcasted on our Service, in whole or in part; (b) sell or charge for viewing of our Service, or (c) show or exhibit our Service, or any part thereof, in public to an audience, even if no charge is collected, without the prior written consent of ABS-CBN Australia.

**11. Assignment.** – ABS-CBN Australia reserves the right to transfer our rights and obligations under this Agreement to any company, firm or person without prejudice to your right as a Subscriber. You are not allowed to transfer your subscription rights and obligations under this Agreement to any third party except as provided for in this Agreement and as may be expressly allowed by ABS-CBN Australia in writing.

**12. Limitation of Liability.** – ABS-CBN Australia shall not be liable for any injury and/or diminution of the Service's quality due to your improper use of the Equipment, including tampering, negligence or failure to follow the instructions provided by ABS-CBN Australia or the use/installation of devices/peripherals not authorised by ABS-CBN Australia. ABS-CBN Australia shall also not be liable for any delay, loss or damage caused by ABS-CBN Australia and its authorised dealers including their respective employees, agents, and assigns in the following cases: (a) there is no breach of the contractual obligations or legal duty of ABS-CBN Australia; (b) the loss or damage is caused by circumstances beyond the reasonable control of ABS-CBN Australia; and, (c) any loss or damage which results from your breach of any of term of this Agreement.

**13. Change in Terms.** – ABS-CBN Australia reserves the right to change or add to the Terms. Should such change or addition occur, ABS-CBN Australia shall publish the revised Terms on [www.kapamilya.com/au/iptv](http://www.kapamilya.com/au/iptv) or notify you of the changes in the Terms through reasonable means. If you consider that the change or addition shall be materially disadvantageous to you, you have the right to terminate this Agreement within thirty (30) days from receipt of our notice of the change of the Terms by contacting us using the contact details provided in Section 15 of this Agreement.

**14. Personal Data Processing Consent.** – ABS-CBN Australia collects your personal information when you subscribe to our Service. ABS-CBN Australia shall hold your personal information securely. ABS-CBN Australia shall take all appropriate technical measures using recognized security procedures and tools in accordance with good industry practice to protect your personal information.

ABS-CBN Australia, shall, from time to time, monitor and record telephone conversations with you in order to train ABS-CBN staff and control service quality.

ABS-CBN Australia shall not rent, sell, provide, or share your personal information with third parties unless otherwise provided in this Agreement. ABS-CBN Australia shall limit access to your personal information to dealers, employees, agents or representatives who need such access to perform their functions. ABS-CBN Australia shall oblige these dealers, employees, agents and representatives to treat your personal information as strictly confidential.

Aside from using your personal information to facilitate your request to activate your subscription and for us to render the Service, ABS-CBN Australia may use, share and/or transfer your personal information with our subsidiaries, affiliates and trusted service providers within or outside Australia (which are collectively referred to below as "our" or "us" in this section) for any of the following purposes: (a) to market, promote and advertise the products and services of ABS-CBN Australia, its subsidiaries and affiliates; (b) to customize our advertising and marketing activities; (c) to conduct research and perform statistical analyses in order to measure our consumer's interest on our services; (d) to promote and manage our customer loyalty program; (e) to enable us to fulfill your request or purchase for our products and services; (f) to advise relevant government agency of fraud information; (g) to investigate, prevent and take action regarding illegal activities, suspected fraud, or as otherwise required by law; (h) to respond to subpoenas, court orders or legal processes or to exercise our right to defend against legal claims against us; and (i) to enable us to contact you for any of the foregoing purposes.

By availing of the Service, you permit us to use your personal information for the foregoing purposes without further notice. If you would like to limit how ABS-CBN Australia uses your personal information or if you have any questions, you may contact us using the contact information provided in Section 15 of this Agreement. Until and unless ABS-CBN Australia receives your request to limit the use of your personal information, ABS-CBN Australia may continue using your personal information for the foregoing purposes.

ABS-CBN Australia shall retain your personal information for the period necessary to fulfil the purposes provided in this Agreement unless a longer retention period is required or permitted by law.

**15. Personal Information.** – You may request access to your personal information, ask for the information to be corrected or updated, or for legitimate reasons, oppose its processing, by writing or emailing or calling us using the contact information below:

**ABS-CBN Australia Pty Ltd.**  
B6 12-14 Solent Cct  
Baulkham Hills 2153  
NSW Australia  
Call Center No: 1800 227 226  
Email address: [customerserviceAU@abs-cbni.com](mailto:customerserviceAU@abs-cbni.com)

**16. Notices.** – Where ABS-CBN Australia is required under this Agreement to give notice to you, ABS-CBN Australia may give such notice to you by post or email using any of the contact details you have provided. It is your responsibility to provide us with accurate and correct address and contact details, and to keep this information up-to-date. Please use the contact information provided in Section 15 of this Agreement in sending any and all notices to us.

**17. Governing Law & Jurisdiction.** – This Agreement shall be governed by and construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

**18. Dispute Resolution.** – If any dispute arises in connection with this agreement, the parties shall attempt to settle the dispute by mediation. The commencement of mediation shall not prevent the parties from commencing or continuing court proceedings.

**19. Severability.** – If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with any law, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.