

# MYSAT SUBSCRIPTION AGREEMENT

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Effective from 1 September 2010 this Agreement sets out the terms and conditions on which we will provide you with the MySat Service. If you have received an information kit, then this Agreement begins when you complete and sign the application form and the payment has been processed.

## SMART CARD AND HARDWARE

This section of the agreement tells you of the installation of the Smart Card and, if applicable, hardware and how you can use them.

## INSTALLING THE SMART CARD AND THE HARDWARE

You will be required to pay for the cost of any third-party services that may be necessary in connection with the installation of the Smart Card and hardware to your address (i.e. a qualified installer or licensed electrician).

If you purchase a receiver from MySat then MySat will be responsible for tuning the receivers. However, you are responsible for installing the smart card and the hardware in your address at your own expense.

If you already have a receiver then MySat is not responsible in any way for your receiver. In case you will need to upgrade your existing receiver, MySat strongly recommends that you purchase a MySat receiver. If your receiver is loaned from us during a promotional period, you acknowledge that we own the receiver at all times.

## PERMISSION FROM OWNERS CORPORATION

If you reside in a multi-dwelling unit block or townhouse complex, you will need to obtain permission from your owner's corporation for the installation, maintenance, inspection and removal of the hardware.

## EXISTING HARDWARE

If you already possess a Ku band satellite dish, then in order to receive the MySat Service you must ensure that you have an Irdeto 2 Compatible receiver, that all necessary hardware has been installed and/or modified and is in working order at your address.

You must seek approval of the hardware owner if not owned by you. We will provide you with a Smart Card to allow you to access the service using the equipment. MySat owns the Smart Card.

Outlined below are the equipment required to receive the service:

- Ku band Satellite Dish
- Irdeto 2 Compatible Receiver
- Cabling from the Satellite Receiving Equipment to the Set Top Box, and from the Set Top Box to the television or monitor
- Television or monitor

If you already have a receiver, ensure that it is Irdeto 2 Compatible. You (or another provider) may supply your own equipment (or components of the equipment) to access the service using the Smart Card, but we will not be liable in any way for your equipment if not provided by MySat. We are not responsible for your use of existing equipment. We do not assume ownership of any existing equipment at your home address.

You must arrange for the installation and payment of the hardware at your address yourself with a qualified installer. MySat is not responsible for the purchase or installation of the hardware and has no relationship with the installer who installs the hardware on your behalf. You will own the hardware. You will also be required to pay for the cost of any third-party services that may be necessary in connection with the installation of the Smart Card and hardware to your address (i.e. Installer or electrician).

## HOW YOU CAN USE THE SMART CARD

You may only use the Smart Card to receive the service from us at your address in accordance with the agreement. You must not use the Smart Card for any other purpose. You pay for the subscription of the service that is activated through the Smart Card.

Since the Smart Card remains the property of MySat, it must be returned back to upon completion of the contract. You have no property or ownership rights in the Smart Card unless this agreement says otherwise. You must advise anyone that attempts to remove the Smart Card that it does not belong to you.

## WHAT TO DO WITH THE SMART CARD

You will:

- use the Smart Card properly in accordance with the information kit we provide you
- keep the Smart Card in good and useable condition at all times
- notify us as soon as possible if the Smart Card is damaged, destroyed or interfered with in any way.

## WHAT YOU CANNOT DO WITH THE SMART CARD

You are not allowed to authorise anyone else to:

- connect, use or authorise the use of any Smart Card or device or Broadcasting Decoding Device to or with the equipment which may split, record, re-encode or affect the service or which is intended to override any Technological Protection Measure

- affix the Smart Card to any property at your address or move, take (or attempt to take) the Smart Card, maintain or interfere with or make any connections to the Smart Card without our consent, unless we ask you to or in accordance with the Installation Guide
- insert, remove or replace the smart card, unless we ask you to or in accordance with the information kit we provide you with
- do anything which is inconsistent with our or our suppliers' rights in the Smart Card including removing any marking or notice which identifies the Smart Card or who owns the Smart Card.

## WHEN WE WILL REPAIR AND REPLACE THE SMART CARD

We will repair, maintain and if necessary replace your Smart Card at our cost while you receive the service unless this agreement says otherwise.

However, if the Smart Card is damaged, mistreated or used improperly by you breaching this Agreement, we will charge you our reasonable costs of \$30 for repairing or replacing it.

We will charge you for any work we have done to try to find the fault or repair it if you report a problem and we find that there is no fault, or the fault was not caused by us.

## REPLACEMENT SMART CARD AND/OR RECEIVER

If the smart card or receiver (If the receiver is purchased from us) needs to be replaced because it has been deemed to be faulty by MySat then we will replace it at no charge, provided it is still under the 1-year warranty and provided the client has mailed or deposited the faulty smart card or MySat receiver to us.

## IF SMART CARD IS LOST OR STOLEN

You need to contact us immediately if the Smart Card is lost or stolen. You should also contact the police if it is stolen. You will also need to give us any report or incident number, which the police give you when you report the incident. We will charge you the unrecovered Smart Card fee in the pricing guide to replace any lost or stolen Smart Card.

## REMOVING OR RELOCATING THE HARDWARE

If you wish to remove or relocate any Hardware, you need to engage a qualified installer at your cost to undertake this work.

Unless this Agreement or the law says otherwise, we are not obliged to repair any damage to your Address or any of your property caused by the removal or relocation of the Hardware. Also, if you are moving to a new address, you need to contact MySat Greek and inform us, by a formal letter, of any and/or all the changes.

## THIRD PARTY SERVICES

If you receive a Third Party Service you acknowledge that:

- You are responsible for all costs and charges payable to any Third Party service provider
- we are still entitled to terminate this agreement in accordance with its' terms without any further liability to you. See Liability.

## THE TERM

We will provide the Service for MySat in providing the retransmitted services to you for the Fixed Term.

## EXTENDING THE FIXED TERM

We will provide you with the service after the fixed term ends annually if you choose to continue, on the terms of this agreement until either of us ends this agreement.

## WE CAN CHANGE THE SERVICE

We may vary the service including part of the service by:

- changing the content or broadcast times of your programming package
- changing or withdrawing a channel

## WHAT HAPPENS WHEN YOU TELL US YOU WANT TO SUSPEND

If we agree to let you suspend the service, the smart card will be deactivated for the agreed period. You will not be charged any subscription fees during suspension. However, if it exceeds the limited time, a hold up fee of \$50 will apply.

• You may suspend the service for a minimum of 4 weeks and a maximum of 3 months. Your request needs to be in writing and we need to be informed 1 month before you wish to suspend the service.

- You must provide us with a date of which you wish the service to resume and we will re-activate the service on that date. If you don't provide a date, we will reactivate the service automatically 3 months after we suspend it and billing will commence as per the agreement.

## WHEN WE WILL RECONNECT YOU

If we suspend the service for non-payment, we may reconnect you if you pay all outstanding amounts. You must pay a reconnection fee as set out in the 'Pricing Guide' & 'Payments'

## **AFTER THE SERVICE IS REACTIVATED**

Unless you advise us otherwise, when the service is reactivated we will provide you with the same programming package that you received before you suspended it. If you also receive a Third Party Service then you may need to contact the Third Party Service Provider to reactivate that service.

If you suspend during the Fixed Term then the fixed term will be extended by the period of any suspension.

## **TRANSFERRING THE SERVICE TO ANOTHER ADDRESS / ANOTHER NAME**

If requested to transfer the service to another address, you acknowledge that we may not be able to provide the service to the new address due to various reasons. If that is the case, your request to transfer will be treated as a one month's notice to terminate this agreement and the rules under the heading "When this Agreement ends" will apply, unless you can provide us with a letter of exception from your body corporate etc.

If you decide to transfer the service to another name, all warranties covering receiver and/or the smart card will be void.

## **HOW YOU CAN USE THE SERVICE**

You are only permitted to use the service lawfully and for private viewing purposes at your address. You are not permitted to offer, use or supply the service except as permitted in this agreement.

If you do not use the service in accordance with this agreement, we may terminate this agreement and you must cover a fee which will be adjusted to our reasonable loss, cost, expense or damage arising from your breach. For example, if you permit the viewing of a channel in a public viewing area we may charge you an amount calculated by reference to the amount we pay under the relevant Channel Provider's commercial agreement with us.

## **RETRANSMITTED SERVICES**

We agree with you that MySat will provide you with the Retransmitted Services. You acknowledge that we have no control over the Retransmitted Services (for example, scheduling or content and supply or non-supply by the broadcaster of the Retransmitted Services).

## **YOU CAN NOMINATE A REPRESENTATIVE**

If you would like another person to have access to your account details so we can speak to them about your account with us; contact us and we will tell you what is involved. See 'Other Rules' for how to contact us.

## **PAYMENTS:**

Subscription Fees for the billing cycle during which the due date falls means that you are paying Subscription Fees in advance to the end of the Billing Cycle and all General charges incurred during any previous Billing cycles also require to be complete

### **You acknowledge that:**

- You have to pay these charges even if they have been incurred by someone else at your address or have been carried over from previous Billing Cycles. Payments will be due on the first day of every month. If you subscribe to us any day other than the first of the month, you will be charged for the difference. Subsequent payments will become due monthly, quarterly, 6 monthly or annually. The owing amount will be debited from your account accordingly.
- Payments are to be made by direct debit from a nominated bank account or by charging your credit card account. It is your responsibility to ensure that there is sufficient credit on your credit card account or sufficient funds in your bank account to cover the payments. If there is insufficient funds in your bank account or insufficient credit on your credit card to cover the payments we may suspend your service until payment is received in full. You are liable for paying the extra charges imposed on the company.

## **WHAT HAPPENS IF YOU DO NOT PAY**

If you do not pay us the total amount due by the due date, we can do one or more of the following, without telling you first:

- restrict the service you can receive from us
- suspend the service until all amounts due have been paid
- terminate this agreement - see when this agreement ends
- take legal action against you to recover any overdue unpaid amount
- refer you to a collection agency and/or
- report your default to a credit reporting agency (see reporting payment defaults below for when this might happen).
- we may charge you an additional collection fee as set out in the Pricing Guide if payment is not received within 30 days after the due date

## **PROGRAMMING PACKAGE - PROVISION OF CREDIT**

If you do not pay any Subscription Fee by the due date or have not yet paid us 8 days after the due date, and we continue to supply the programming package and you continue to accept that supply, then you are liable for the overdue amount.

### **REPORTING PAYMENT DEFAULTS If:**

- Any unpaid Subscription Fee remains unpaid for a further 60 days after the deferred due date; or
- Any unpaid General Charges, and we have taken steps to recover the relevant amount, we may report your default to a credit reporting agency. If we report your default to a credit reporting agency your credit rating may be affected and you may have difficulty obtaining credit in the future.

## **GST**

The subscription fee and other charges set out in the Pricing Guide include GST. If any other amounts are payable under this Agreement and incur GST you will pay us an additional amount equal to any GST we incur.

## **WHEN THIS AGREEMENT CAN BE TERMINATED**

Either of us can terminate this Agreement by providing 31 days notice to the other. If you terminate this Agreement you must pay your Subscription Fee in full, as well as any other fees or charges for which you are liable to the date on which this Agreement ends and you stop receiving the service. We may require you to provide us with written confirmation of your notice to terminate this Agreement.

You may also end this Agreement by exercising any right you may have under Fair Trading Laws. In that case, you will not be required to pay the Early Termination Fee. Any rights you have under the Fair Trading Laws will apply to you to the extent that they cannot be excluded from this Agreement.

However, we can terminate our obligations under this agreement immediately if you breach the agreement, or if any other part of this agreement says so, unless the law requires otherwise.

## **WHAT YOU PAY IF THE AGREEMENT IS TERMINATED**

We may send you a final statement once we calculate all of the charges you are responsible to pay when this Agreement ends. You must pay us the total amount due by the due date stated in the statement. If you do not, then we can:

### **RETURNING THE SMART CARD**

On termination for any reason you must follow any directions we give you about the return or collection of the Smart Card.

If you do not return the Smart Card which you are required to return to us within 2 weeks after disconnection, we may:

- take legal action against you to recover the unpaid amount; and/or
- refer you to a collection agency; and/or
- if the amount remains unpaid for 60 days after the due date and we have taken steps to recover the amount, report your default to a credit reporting agency. If this Agreement is terminated before the end of the Fixed Term (including termination by us for breach of the Agreement by you or termination by you) you must also pay an Early Termination Fee, unless this Agreement says otherwise.
- charge you an unrecovered equipment fee as set out in the Pricing Guide

### **For Direct Debit/Credit Card Charges**

In the case of Direct Debit from a bank account, you will be required to agree to a Direct Debit Request Service Agreement and sign a Direct Debit Request form prior to the commencement of the Service. The same thing applies for Credit Card payments. The first charge may be made on placement of your order which will comprise the remainder of the first month's subscription fees and either quarterly, 6 monthly or annual subscription in advance. Each subsequent charge/debit will be made every quarter, 6 months or annually in advance depending on your choice of payment. Upgrading of your subscription package may also be deducted or charged under the Direct Debit/ Credit Card agreements. If you wish to suspend, cancel or stop Direct Debit/ Credit Card payments, you are required to give a one month notice in writing, before your account is due again.

## **CHANGES TO FEES AND CHARGES**

You acknowledge that we can change the Subscription Fees, the prices in the Pricing Guide, and the General Charges at any time. We can impose new fees or charges. We will tell you about any changes to the Subscription Fees prior to the increases taking effect. We will notify you of any changes to or any new fees or charges via the MySat website ([www.mysat.com.au](http://www.mysat.com.au)) or when you contact us in relation to services associated with the fees or charges.

If we change the Subscription Fees for the Basic package other than to reflect an increase in CPI during the Fixed Term you can terminate this agreement. You need to give us notice within 31 days of us advising you of the change that you want to terminate. If you do this you will not have to pay the Early Termination Fee. The rules under the heading "When this Agreement ends" tell you when the termination will take effect. If you continue to accept the service after we notify you of a change to the fees and charges we will treat you as having accepted that change.

## TV CARE

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 6:9 mode that are different to your television set up;
- on-screen information (for example tickers on news channels) that are part of programs;
- games and Interactive Services (including any on screen icons); and
- audio channels.

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.

## LIABILITY

### EXCLUSION OF IMPLIED CONDITIONS AND WARRANTIES

To the maximum extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied by legislation, the common law, equity, trade, custom or usage or otherwise relating to the provision by us of the service, or the Smart Card or otherwise in connection with this Agreement are expressly excluded.

### YOUR LIABILITY TO US

In addition to any rights against you we may have under this Agreement, you will be liable to us and to keep our suppliers (if we supply you with a STU) indemnified against any loss, cost, expense, 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
- your use or provision of a Third Part Service

### WHEN WE ARE NOT RESPONSIBLE

Unless the law says otherwise, neither we nor our Business Partners, related companies, suppliers or any of our agents, contractors or employees will be responsible to you or any other person in connection with:

- Your operation and use of the Smart Card and Hardware if you have purchased it from us
- Any damage to your residence or your own equipment (ie. your TV, video-recorder or DVD player, including any burn-in suffered to your television monitor);
- Any misuse or failure of the service caused by you or anyone else at your address;
- Any loss you suffer if you do not receive or a Third Party Service or a Retransmitted Service or a Third Party Service is terminated; and/or
- Any loss you or any other person suffers as a result of:
- the installation of the Smart Card or Hardware by you or on your behalf;
- you or anyone at your address viewing or using the service, or any retransmitted service;
- any other cause where the cause is outside our reasonable control;

### IF WE ARE RESPONSIBLE

If we are responsible to you then, to the maximum extent permitted by law, you agree that we are not responsible in any way for any indirect or consequential loss arising out of or in connection with:

- the supply of the Service or the Smart Card; or
- the relationship established by this Agreement.

In this clause we means us, suppliers, employees and Business Partners.

### CREDIT REPORTING

The Privacy Act allows us to give a credit reporting agency certain personal information about you. The information we disclose to a credit reporting agency includes:

- permitted information which will allow you to be identified,
- the fact that you have applied for credit and the amount,
- the fact that we are a current credit provider to you;
- payments that are more than 60 days overdue and for which debt collection action has started;
- information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
- cheques drawn by you for \$100 or more which have been dishonoured more than once.
- The section on Payments in the Terms tells you more about when we will be a credit provider to you.

### OTHER RULES

This section tells you about the other rules which apply to this agreement.

### READING THE AGREEMENT

Headings and any explanatory text in this Agreement are for convenience only and do not affect how this agreement is interpreted.

In this agreement:

- the singular includes the plural, and the plural includes the singular.
- If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- A reference to us includes our successors, permitted substitutes and permitted assigns (and, where applicable, our legal personal representatives).
- A reference to law or to a provision of a law includes a change to it or a re-enactment of it, a provision substituted for it and a regulation or statutory instrument issued under it.

### CHANGES TO THE AGREEMENT

We can change any term of this Agreement at any time however, we will notify you of any change no later than when it becomes effective on our website at ([www.mysat.com.au](http://www.mysat.com.au)). You can also obtain a revised copy of these terms and conditions by contacting us.

### CONTACTING US

You can contact us by:

- writing to us at S3, L3, 9 Deane St, Burwood, NSW, 2134
- contacting us on 02 9747 1011
- emailing us on [info@mysat.com.au](mailto:info@mysat.com.au)

### CIRCUMSTANCES WE CANNOT CONTROL

If we are prevented from performing our obligations under this agreement as a result of an event or cause beyond our reasonable control (ie. an act of God, war, terrorism or disruption to electricity):

- We will tell you, unless the circumstances prevent us from doing so;
- The service and any Third Party service may be suspended for the period for which we cannot perform our obligations. If that period is during the Fixed Term, the fixed term will be extended by the period of the suspension; and
- You can also choose to terminate this agreement and you will not be required to pay an early termination fee- see when this agreement ends.

### ENTIRE AGREEMENT

This agreement contains the entire agreement between you and us with respect to its subject matter. It sets out the only conduct relied on by you and supersedes all earlier conduct and prior agreements and understandings between you and us in connection with its subject matter.

### UNENFORCEABLE PROVISIONS

If part of this agreement is not legally enforceable in a relevant place, that part will be ignored in that place, but in all other respects this agreement has full effect.

### TRANSFER OF THIS AGREEMENT

You can assign this agreement to someone else with our consent. We may transfer any of our rights or obligations under the agreement.

### OUR RIGHTS

We may exercise a right or remedy, give or refuse consent in any way we consider appropriate. We can exercise all the other rights and powers we have under law even if they overlap with those in this agreement. If we do not do something when we are entitled to, that does not mean we are giving up that right and cannot do it later. Also, we can exercise our rights more than once.

### AFTER THIS AGREEMENT ENDS

Any rights, which either party has against the other party under this agreement which are not fulfilled when the agreement is ended, will continue to exist. In particular, any rights either party has under the 'Liability' section above will continue even after the agreement is ended.

### LAW

This agreement is governed by the laws of the State or Territory in which your address is located. Unless the law requires otherwise, you submit to the nonexclusive jurisdiction of courts exercising jurisdiction in New South Wales. You will not claim that those courts are an inconvenient place for a court case involving this agreement to be heard.

**PRICING GUIDE:** All prices include GST unless mentioned otherwise:

#### SmartCard Fee

|                                       |            |
|---------------------------------------|------------|
| Replacement / Lost / Stolen / Damaged | \$30       |
| Dishonour Fee                         | \$40/ item |
| Reactivation Fee                      | \$50       |
| Transfer Fee                          | \$25       |

Note that the Receiver and the Subscription fees are non refundable.

## Certain words in this agreement have a special meaning and are explained below:

**Channel Provider** means a person or entity that provides satellite television services to subscribers.

**CPI** (Consumer Price Index) published by the Australian Bureau of Statistics. Due date in the requested payment date stated on your statement. This is usually in relation to a billing cycle means around 14 days after your billing date.

**Early Termination Fee** means a payment to us for termination of this agreement before the end of the fixed term, upon which the subscriber will forfeit the fees paid for that term.

**Extra Package** means a programming package (other than the basic package) set out in the pricing guide which you choose to include, for additional charge, in your programming package under the terms of this agreement.

**Fair Trading Laws** means fair trading or consumer affairs laws or regulations of the State or Territory in which your address is located.

**Fixed Term** means the period for which you have signed up to receive the service, starting from the first date you receive the service.

**MYSAT Information Pack** means the kit, which we send or give to you when you apply for the Service.

**General Charges** means any fees and charges other than the subscription fees, which are set out in the pricing guide or otherwise notified to you from time to time and which you must pay to us in accordance with this agreement.

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

**Hardware** means the infrastructure you installed at your address. The satellite receiving dish, incidental cabling, optical fibre, coaxial cable, ducts, conduits, the isolation box, the wall plate and dish mount, the multi-switch, the amplifier, low noise blocker and phone socket. It also includes any other infrastructure which is already installed at the address or is added or substituted by you.

**Programming Package** means the basic package together with any stand alone channels chosen by you from time to time.

**Public Viewing Area** means any location or public area outside your address. If you live in a multi-purpose building, the public viewing area includes any part of the building which is not used as your personal residence.

**Pricing Guide** means the packaging and price guide we give you when you first subscribe to the service and which is also available on our website. The pricing guide may also be varied from time to time. Any changes to the pricing guide may be notified to you on our website (mysat.com.au)

**Retransmitted Services** means any commercial television, national or other broadcasting service, which is available at your address from time to time and supplied to you using the equipment and infrastructure.

**Service** means the programming package selected by you from time to time and any you elect to take or use from time to time.

**Smart Card** means the smart card that is supplied from us in order to view our channels.

**STU** means any digital set-top unit you purchase or we supply to you when you subscribe for the Service.

**Subscription Fee** means the yearly fee that you must pay for the delivery of:

- the programming package;
- a statement as set out in the pricing guide, as varied from time to time in accordance with this agreement.

**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 (including customer service), as well as any owner of the equipment.

**Technological Protection Measure** means any device or process which we use in connection with the equipment to prevent or inhibit the infringement of copyright.

**Term** means the fixed term and any extension of it as contemplated by this agreement.

**Third Party Service Provider** means a third party television services provider who has entered into an agreement with you to supply you with the hardware and content.

**Third Party Service** means a service provided by a third party service provider.

**You** means the person named as customer or identified as the account holder in our database.

## PRIVACY POLICY

MySat Privacy Statement contains the following important information regarding your relationship with us:

- 1) Collection of personal information
- 2) Use of personal information
- 3) Disclosure of personal information
- 4) Information accuracy
- 5) Information security
- 6) Correcting and accessing personal information
- 7) Trans-Border transfer of information
- 8) Sensitive information
- 9) Disclaimer

### 1) Collection of personal information.

MySat will only collect information that is necessary for one or more of its legitimate functions or activities and will only do so by lawful and fair means and not in an unreasonable obtrusive way. We will collect, record and store personal information about when you register as a subscriber to MySat services, when you use certain MySat products or services and when you enter or apply for MySat promotions.

### 2) Use of personal information.

The personal information collected by MySat is or may be used:

- for billing purposes
- to maintain your account
- to notify you about new products or services from time to time
- to provide customer support
- to provide you with products, services or information that you have requested
- to streamline and personalise your experience while dealing with MySat
- to tailor our information, services or products in order to improve and enhance those services and products we provide for you

MySat may also use personal information for the purpose of direct marketing. However, we may also use your personal information or data in relation to promotional activities where it is impracticable for us to obtain your prior express consent. Whenever MySat does this we will provide an express opportunity when we first contact you to decline receiving any further marketing communication from us. Information collected by MySat may also be combined and de-identified to provide MySat with anonymous demographic and usage information. MySat will then use this aggregated information to develop new and/or more appropriate services and products to offer to customers.

### 3) Disclosure of personal information.

MySat will only pass on personal information about you to other companies or people when:

- we need to share your information in order to provide the product or service you have requested;
- we have your consent to share the information;
- we need to pass on the information to companies that provide programming or work on behalf of, or in conjunction with MySat in order to provide a product or service to you (unless we tell you otherwise, these companies do not have any right to use the personal information we provide them for purposes that do not involve MySat);
- we are required to respond to subpoenas, court or legal process. If you tell us that you do not wish to have your personal information used or disclosed for a particular purpose we will respect your wishes, unless this is not legally or practicably possible.

### 4) Information accuracy.

MySat will take reasonable steps to ensure that the personal information it collects, uses or discloses is accurate, up to date and complete.

### 5) Information security.

MySat will take reasonable steps to protect the security of personal information held by MySat. MySat only permits personal information to be accessed by authorised personnel and will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose.

### 6) Correcting and accessing personal information.

Subject to verification to identify, personal information may be accessed at any time by request of the person whom the information relates to. Access to personal information can be obtained only by the person to whom that information relates to and is available by contacting MySat customer service centre on 1300 976 483 (Australia wide), + 612 97152574 (International) or by e-mail to info@mysat.com.au.

If MySat holds personal information relating to a person then that person may request at any time that any or all of that information be changed, updated or corrected

### 7) Trans-Border transfer of information.

In order to provide certain content and subscription services to our customers, MySat is required from time to time to submit information that may contain personal information to companies, organisations and people outside Australia. MySat will only use personal information in this way if it is necessary for us to provide you with services and products that you have requested. MySat will take reasonable steps to ensure that the information, which it has transferred, will not be collected, held, used or disclosed by the recipient of the information for any purpose other than to assist us with the provision of products or services to our customers.

### 8) Sensitive information.

MySat will not collect, use or disclose sensitive information (such as information about political or religious beliefs or racial or ethnic origins) except with your consent. Where it is necessary to obtain sensitive information in order to provide products and services in a specific language, we will take all reasonable steps to ensure that this information is used solely for the purposes of providing, improving and enhancing those services.

### 9) Disclaimer.

To the extent that this statement exceeds the minimum obligations of MySat under applicable Commonwealth and State legislation, this statement is a representation of our voluntarily self-imposed standards. To the extent permitted by law, MySat is not liable if it does not adhere to any of these standards, for any loss, liability, costs, expense or damage arising as a result of MySat failing to meet any of the voluntarily self-imposed standards in this statement. If you believe MySat has not adhered to the above principles or have any comments please contact us at: info@mysat.com.au and we will use reasonable efforts to deal with the matter.