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1 About this section

Our Customer Terms

- 1.1 This is the Fetch Service section of Our Customer Terms.
- 1.2 The [General Terms of Our Customer Terms](#) also apply.

Inconsistencies

- 1.3 If the [General Terms of Our Customer Terms](#) are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency. See section one of the [General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the [General Terms of Our Customer Terms](#).

2 What is the Fetch Service

What is the Fetch Service?

- 2.1 The Fetch Service is an entertainment service delivered to your TV via a broadband connection and a set top box (**Fetch Box**) that enables you to access, purchase, rent or subscribe to watch third party audio-visual content, including digital free to air television, on demand television and movie streaming services, premium channels, channel packages and pay-per view events (**Content**).

How do you access Content via the Fetch Service?

- 2.2 In order to access Content other than digital free to air content via the Fetch Service, you will need to buy one or more separate content subscriptions or pay a separate fee or charge. See section 7 below for more detail about third party Content services and subscriptions that you can access via the Fetch Service.

What do we provide as part of the Fetch Service?

- 2.3 As part of the Fetch Service, we provide:
 - (a) the Fetch Box and any additional equipment or accessories you have purchased from us in order to operate your Fetch Box, such as a remote control, power cord, antenna cable, HDMI cable, ethernet cable and remote control batteries; and / or

- (b) the opportunity to access, purchase, rent or subscribe to Content via the Fetch Service; and / or
 - (c) the opportunity to access and use Multiroom (as described below in section [5.5]).
- 2.4 Fetch TV has appointed us as its agent to promote and provide subscription television services which include the premium channels and add-on channels available through the Fetch Service. If you take up the opportunity to access or subscribe to any of this Content via the Fetch Service, you understand that it will be provided to you by Fetch TV under the terms of a separate agreement with Fetch TV, available at: <https://www.fetchtv.com.au/terms-and-conditions>.

3 Eligibility and restrictions

Eligibility

- 3.1 To take up and use the Fetch Service, you must have:
- (a) an internet connection;
 - (b) a free to air digital television antennae within a digital television coverage area in Australia (in order to access digital free to air content);
 - (c) a compatible television with a spare HDMI input to connect your Fetch Box;
 - (d) a wireless access point or Ethernet connection at your residence; and
 - (e) a device with internet access to activate your Fetch Service.

Restrictions

- 3.2 The download speed of your internet connection impacts the performance of your Fetch Service, and a better customer experience is more likely on higher speed internet connections. For an optimal viewing experience on your Fetch Service, we recommend a minimum internet speed of 3.5 mbps for standard definition content. For Ultra High Definition or 4K we recommend a minimum of 15 mbps.
- 3.3 Your viewing experience of live free to air content will depend on your digital television coverage.
- 3.4 You can only acquire the Fetch Box for private or domestic use in relation to your Nominated Address. Fetch is not available to wholesale or small business customers or for resale.

4 Additional terms

In order to use the Fetch Box or the Fetch Service, you must accept and agree to the Fetch TV terms and conditions with Fetch TV, which are available at: <https://www.fetchtv.com.au/general-terms-of-use>.

Fetch TV terms and conditions are also available in the "Settings" menu on the Fetch Service.

5 Hardware

Delivery and installation

- 5.1 We will deliver your Fetch Box to your Nominated Address. You are responsible for setting up your Fetch Box.

Relocating your Fetch Box

- 5.2 If you move postcodes, you may need to update your postcode with your Telstra account to get the free to air digital television content for your area.

Risk and title

- 5.3 Title in your Fetch Box (except for the Intellectual Property Rights associated with the Fetch Box, the Fetch Service and in any Software and Content on or accessed through your Fetch Service), passes to you once you have paid us in full for your Fetch Box.
- 5.4 Risk in your Fetch Box passes to you on delivery to your Nominated Address.

Multiroom

- 5.5 You can connect up to three Fetch Boxes at your nominated Australian residential address (**Nominated Address**) registered to your Telstra account provided that:
- (a) you purchase all of those Fetch Boxes on the same Telstra account; and
 - (b) all of those Fetch Boxes are installed at the same Nominated Address.

6 Data usage

You acknowledge and agree that your use of the Fetch Service, any updates of the Fetch Software, and accessing or viewing any applications or Content on the Fetch Service uses data and such data usage will be rated and/or deducted (as applicable) from the data allowance of the internet service you use with Fetch, unless an application or Content is unmetered.

7 Third party content

The Fetch Service provides you with the opportunity to access to use and view third party applications and Content (including free to air content). These will vary from time to time. You acknowledge and agree that:

- (a) such applications and Content are not operated by us;
- (b) use of such applications and Content is subject to their terms and conditions, including where applicable, payment terms; and
- (c) to the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not responsible or liable for the availability, behaviour, content or quality of these applications and Content.

7.2 As an administrative convenience, we may allow you to include the charges for some or all of your third party Content subscriptions on your Telstra invoice. If available for a particular subscription, that will be identified in the subscription process. Where that option is available and you take it, paying us the amounts on your Telstra invoice for the subscription will satisfy your payment obligation to the provider of that subscription under the terms between you.

8 Intellectual Property

- 8.1 We, Fetch TV, or our or their third-party licensors (as applicable) own all Intellectual Property Rights in all firmware and software installed on your Fetch Box (**Software**) and in all Content that you access on or through the Fetch Service.
- 8.2 To the extent that you need to use the Software to operate your Fetch Service you are licensed to do so but you must not (and must not permit any third party to) copy, remove or otherwise operate the Software independently of your Fetch Box.
- 8.3 We, Fetch TV and our respective third-party licensors reserve the right to update the Software and from time to time we may provide updates to your Fetch Box and Service via the internet, including bug fixes and updates that may add, change or remove functionalities and features.

9 Acceptable use

- 9.1 You must only use, and only allow your Fetch Box and Service (and any part of it) to be used, in accordance with:
 - (a) these terms;

- (b) the terms of your agreement with Fetch TV for access to and use of Fetch TV content services, available at: <https://www.fetchtv.com.au/terms-and-conditions>; and
- (c) the terms of your agreement with any third parties for applications and Content you access via your Fetch Service.

9.2 Your Fetch Box, the Software, and the Content are for personal and non-commercial use only. Use of the Fetch Box known as the “Mighty” to record content (including free to air tv) must be in accordance with the Copyright Act 1968.

9.3 You must not:

- (a) acquire or use the Fetch Service for any purpose other than personal and non-commercial use;
- (b) use your Fetch Box or the Fetch Service to access or attempt to access any Content outside of Australia;
- (c) remove any trademark, logo, copyright or other proprietary notice on your Fetch Box or in the Software or Content;
- (d) copy, assign, sublicense, lease, sell or rent the Software or Content;
- (e) distribute or otherwise transfer the Software or Content to any third party;
- (f) modify, adapt, alter, translate, or create derivative works of the Software or Content unless you are expressly authorised to do so:
 - (i) by law;
 - (ii) by us or our licensors; or
 - (iii) in the case of Content, by any third-party Content provider;
- (g) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software;
- (h) defeat, bypass, circumvent or interfere with any security mechanism or access control measures;
- (i) tamper with your Fetch Box or use your Fetch Box or the Fetch Service other than in accordance with our directions;
- (j) download or add to your Fetch Box any software or application that is not provided or approved by us or our licensors;
- (k) resell, resupply or otherwise transfer your Fetch Box to another person for consideration; and

(l) display Content in a public area outside your Nominated Address.

9.4 We may terminate your Fetch Service or your right to use the Software if you breach any of the terms in this clause 9.

10 Privacy and personal information

10.1 Except as required by law, you have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Personal Information you provide to us and our licensors when you use Fetch.

10.2 We will treat your Personal Information in accordance with our Privacy Statement, available at www.telstra.com.au/privacy/privacy-statement.

10.3 We and Fetch TV may use information collected from your usage of the Fetch Service to present you with Content and offers that we think may be of interest to you.

11 Warranty

Voluntary warranty

11.1 In addition to your statutory rights (referred to in clause 11.9), and subject to the exclusions in clause 11.3 and the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if you notify us of a fault with your Fetch Box during the applicable Warranty Period for your Fetch Box (set out in clause 11.2), we will use commercially reasonable efforts to repair or replace your Fetch Box (at our option).

Warranty Period

11.2 The warranty period for each Fetch Box is set out in the table below, and begins on the date that you purchase your Fetch Box from us (**Warranty Period**).

Fetch Box model	Warranty Period
Mini 4K	24 months
Mighty	24 months

Voluntary warranty exclusions

11.3 The warranty in clause 11.1 does not cover:

(a) anything other than your Fetch Box, including any hardware, parts and accessories (such as cabling) provided by us or third parties;

- (b) faults caused by:
 - (i) any events outside of our reasonable control (such as accidents, lightning, mains power surges, and natural disasters);
 - (ii) any failure to use your Fetch Box in accordance with instructions, including incorrect installation;
 - (iii) misuse or abuse of your Fetch Box or lack of reasonable care when using your Fetch Box;
 - (iv) physical damage that occurs after delivery of your Fetch Box to you (including any damage resulting from environmental conditions such as heat and humidity);
 - (v) unauthorised modification of, or tampering with, your Fetch Box (including unauthorised repairs); and
 - (vi) use of your Fetch Box otherwise than in accordance with clause 9.

How to make a warranty claim

- 11.4 To make a claim under the warranty in clause 11.1, you must contact our support team within the applicable Warranty Period by contacting the Telstra Call Centre on 13 22 00 and provide us with:
- (a) proof of purchase from Telstra and
 - (b) information about the fault with your Fetch Service that allows us to diagnose what the issue is with your Fetch Box.
- 11.5 We will assess your claim and, if your Fetch Box is covered by the warranty in clause 11.1, we will decide whether we will repair or replace your Fetch Box.
- 11.6 We may require you to return your Fetch Box and all cables, accessories and components from the original purchase, and if we do, we will arrange for an appropriate postage method at our cost.
- 11.7 If we replace your Fetch Box:
- (a) we may provide you with a new or refurbished Fetch Box, or a different replacement model if the model you return to us is no longer available; and
 - (b) you must return your faulty Fetch Box together with all cables, accessories and components from the original purchase within 21 days of receiving your replacement Fetch Box. If you do not do this, we may charge you the full price for the replacement Fetch Box we sent to you together with any associated postage costs, and you will not be entitled to a refund for the cost of your faulty Fetch Box.

- 11.8 If you have returned your Fetch Box to us and:
- (a) we determine that it is not covered by the warranty in clause 11.1; or
 - (b) the statutory rights and remedies set out in clause 11.9 do not apply to you,
- you will not be entitled to a refund. We will also charge you for:
- (c) any postage costs associated with your warranty claim; and
 - (d) the cost of any replacement Fetch Box we have sent to you, unless you return that replacement Fetch Box to us, unused, and in its original condition and packaging, within 21 days of us notifying you to do so.

Statutory rights

- 11.9 If you are a consumer under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under that law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Additional information

- 11.10 Additional information on your statutory rights and how to make a warranty claim is available at: https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/Warranties_Against_Defects.pdf.

12 Charges

- 12.1 You must pay the charges for the Fetch Service, which include charges for the Fetch Box, any rentals or purchases of Content via the Fetch Service, and for any subscriptions that you elect to have included on your Telstra invoice. You will also continue to be liable to pay for any existing subscriptions to Content that you chose to watch using the Fetch Service which are not included on your Telstra invoice.
- 12.2 The relevant charges will be communicated to you as part of the purchase and sign-up process for the device and/or the subscription, as applicable.
- 12.3 If you choose a monthly repayment option (MRO) for and this agreement (or any part of it) is terminated before you finish paying your monthly repayments then, on termination, you must pay us all outstanding charges for your Fetch Box.

13 Special meanings

13.1 In this section of Our Customer Terms, the following words have the following special meanings:

Content has the meaning given to it in clause 2.1.

Fetch Box has the meaning given to it in clause 2.1.

Fetch Service has the meaning given to it in clause 2.1.

Fetch TV means FetchTV Pty Ltd (ABN 36 130 669 500).

Intellectual Property Rights means all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967, excluding patents.

Nominated Address has the meaning given to it in clause 3.4.

Software has the meaning given to it in clause 5.3.

Warranty Period has the meaning given to it in clause 11.2.