



## Consumer Terms and Conditions

These terms and conditions, any applicable Charges, the MEDIAMESH Privacy Policy, the MEDIAMESH Consumer Code of Conduct and any other terms specified by us, as amended from time to time (together the "Terms") set out the basis on which we will provide the Services to you.

Explanation of certain words in these terms: the expression:

**"Additional Services"** means optional extra services, which you may choose to take from us;

**"Charges"** means all charges associated with the Services;

**"Contract Date"** means the day we dispatch the Equipment to you and on which your contract for the Services begins;

**"Equipment"** means the MEDIAMESH broadband pack, including an MEDIAMESH wireless box, cables and filter(s) and the set-up CD;

**"End-User Licensed Software"** means any software, the license terms for which are governed by a separate agreement with the licensor of such software typically by means of a 'click-wrap' or 'shrink-wrap' license agreement;

**"Minimum Term"** means the minimum term for the Service selected by you in your application and on which the price of your tariff is based, from the Services Connection Date or from the date on which you make any agreed change of broadband package under clause 9 and which may be either 12, 18 or 24 months; "Services" includes our home broadband internet connection and access, Equipment lease services, IP address services, maintenance and support services, and such other services as are agreed in your order or as we may agree to provide you from time to time;

**"Services Connection Date"** means the date that you have both received the Equipment and BT confirms that your Services are connected to your local BT exchange.

This is the date that your Minimum Term begins;

**"We", "us", "our" or "MEDIAMESH"** means MEDIAMESH Pty. Ltd. (ACN: 131 731 023) of Suite 109, 460 Pacific Hwy, St Leonard's, 2065

**"You"** means the customer with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority.

### 1. What are the effects of the terms and conditions?

- 1.1. You agree to be bound by the terms by ticking the box next to 'I accept the Terms and Conditions' on our website; signing an order (when it is not possible for you to place or confirm an order online); or by your use of the Services or by allowing others to use the Services. You must ensure that any others using the Services via your account also comply with the Terms.
- 1.2. Our mobile phone services, promotions and offers are subject to separate terms and conditions and these can be viewed at [www.mediamesh.tv](http://www.mediamesh.tv) Please check our site regularly as these terms are updated from time to time.

### 2. How do you order our Services?

- 2.1. To order our Services you must:
  - 2.1.1. Be over 18;
  - 2.1.2. Be a resident of Australia;
  - 2.1.3. Pay the Charges by a payment means specified by us. Accordingly, you must be the account holder of an Australian bank account (with an Australian account address) with sufficient funds and the requisite authority to pay the Charges using Direct Debit or Credit Card;
  - 2.1.4. Provide the following information:
    - a. A valid Australian mobile phone number;
    - b. A current email address;
    - c. A clear and operational landline number;
    - d. PSTN number i.e. home number
    - e. A delivery address for the delivery of the Equipment (If applicable);
    - f. The installation address for the connection of the Services;
    - g. Your Direct Debit details to pay the Charges, with the account name and an Australian billing address; and
    - h. Your credit or debit card details to pay the Charges.
- 2.2. The Services account holder must also be the Direct Debit/Credit Card or Debit Card account holder. You therefore warrant that you are a resident at the installation address and the owner of the account used for the Direct Debit/Credit Card or Debit Card. If you are not the landline account holder, you also warrant that you have the permission of

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the landline account holder to contract for the Services. You are responsible for any use of the Services via your account and the payment of all Charges.

- 2.3. You agree that we, or third parties acting on our behalf, may carry out credit checks using the information that you provide.
- 2.4. By placing your order, you are making an offer to enter into a contract with us for the purchase of the relevant Service from us under the Terms. We will contact you if we accept your offer. We may exercise our discretion, acting reasonably, to refuse to provide any part of the Services to you.
- 2.5. You need to sign up for a MEDIAMESH online account at [www.mediamesh.tv](http://www.mediamesh.tv) with a user name and password at the time of placing your order. If you have an existing [www.mediamesh.tv](http://www.mediamesh.tv) account, you may also be required to sign up to and maintain a new account in order to place an order for the Services. You will need to accept the terms and conditions of use of the MEDIAMESH online account when you sign up for the account. If you are an existing MEDIAMESH customer you may not be able to use your existing MEDIAMESH online account. You will be advised of this at the time of signing up for the Services.
- 2.6. We or our agents may record or monitor some telephone calls, emails and any other communications between you and us (or our agents) for training and quality control and our lawful business purposes.
3. **What equipment do we provide?**
  - 3.1. In the event you decide to go with our Hardware (if applicable), we will send you the Equipment to your delivery address. The Equipment becomes your property, however proper due care must be taken to ensure the equipment stays in proper working order.
  - 3.2. In order to connect to the Services, we may require you install certain Software on your computer. If you do not install this Software, we may not be able to resolve any installation or connection problems you may experience and we are not responsible to you in relation to any matter that arises as a result of your failure to do so.
  - 3.3. Certain elements of the Services are dependent on you having suitable infrastructure available and/or using the correct Software and/or Equipment. In the event that you are unable to provide suitable infrastructure, or fail to use the correct Software and Equipment, then some of the Services may not function correctly, or be able to be supplied to you ("the Affected Services") and MEDIAMESH shall have no liability for your inability to receive the Affected Services.
  - 3.4. All Equipment, content, software or other copyright material we supply to you is for your own personal use, and you must not copy, change or publish the material or supply it to any other person for any business purposes. Similarly the Services are for your personal use and you shall not resell the Services.
4. **Will you get a static IP address?**
  - 4.1. You will receive a static IP address unless you choose to the dynamic IP option. If you have a static IP address, it will be re-assigned to us or to another customer if your Services are disconnected or terminated for any reason.
5. **How do you get connected?**
  - 5.1. You agree to provide any reasonable co-operation and assistance that may be required to get you connected.
  - 5.2. When connecting your landline to the Services, there may be a temporary loss of telephone services or other telecommunications services. We will try to keep this disruption to a minimum, but will not be responsible for any resulting damage, loss or costs caused, unless caused by our negligence.
  - 5.3. The actual speed of your broadband connection under your package will depend on your telephone line. The actual throughput speed that you receive is likely to be lower than the estimated access line speed given to you before your purchase and the headline "up to" speeds featured in our advertising.
  - 5.4. Your actual speeds will be influenced by a large number of factors including, for example, the distance of your premises from your local exchange, the quality of your copper line, and environmental line noise, so we cannot guarantee that your connection will reach any specific speeds.
  - 5.5. Your actual connection speed may also be influenced by any traffic shaping or management policies which we may have in place from time to time. If such a policy is in place, details will be available on our website at [www.mediamesh.tv](http://www.mediamesh.tv)
  - 5.6. While you're connected to our network, you'll need to remain with the landline provider with which you originally took up the Services. If you change your landline provider, or your landline is disconnected or suspended for any reason you may not be able to continue receiving our Services, and the termination provisions in clause 7 will apply.
6. **Termination before Services connection**
  - 6.1. On the Contract Date, **we will charge you a one-off connection fee, and the recurring Charge for your first month in advance.** You will be charged in advance for each month on the same day of each month that the contract was initiated.
  - 6.2. We may terminate your contract after the Contract Date but before the Services are connected if we're not able to provide the Services to your premises for any reason (other than as a result of your own act or omission). Any Charges you have paid will be refunded to you as a credit to the payment card or your bank account.
  - 6.3. In the unlikely event that we send you an email confirming a connection date, but do not actually connect your Service for more than one (1) month after this confirmed connection date (other than as a result of your own act or omission),

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you are entitled to terminate your contract with us by sending a cancellation notice in writing, notwithstanding clause 7.4. Any Charges you have paid will be refunded to you as a credit to the payment card or your bank account.

7. What is the contract period and how does it end (if applicable)?
  - 7.1. Your contract starts on the Contract Date, and the Services start on the Services Connection Date. The Services Connection Date will be notified to you via your nominated email address and mobile phone number.
  - 7.2. After the Minimum Term you will continue to receive the Services until either you or we end your contract in accordance with this clause 7.
  - 7.3. You may terminate your Services:
    - a. By sending us 30 days' notice in writing via the MEDIAMESH customer service email ([admin@mediamesh.tv](mailto:admin@mediamesh.tv)) address given on the Contact Us page of [www.mediamesh.tv](http://www.mediamesh.tv) or to the postal address: MEDIAMESH Broadband Customer Service, PO Box A2162, Sydney South, NSW, 1235. You must pay all Charges incurred during the 30 days. If termination is effective within any Minimum Term, you must pay us the monthly subscription charges up to the end of that Minimum Term. This does not apply if you end the Agreement for the reasons in paragraph 7.4. c; or
    - b. By paying an express cancellation fee of \$99.95 and all Charges that would have been incurred during the usual 30-day notice period. If termination is effective within any Minimum Term, you must pay us the monthly subscription charges up to the end of that Minimum Term. This does not apply if you end the Agreement for the reasons in paragraph 7.4. c. Service will be terminated usually within four (4) days after receipt of your express cancellation notice in writing; or
    - c. If we increase the Charges or change the Terms to your significant disadvantage, by giving us 30 days' written notice within 30 days of us informing you of the changes. You must pay all Charges incurred during the 30 days' notice period. However, if termination is effective within the Minimum Term, you will not be charged the monthly subscription charges up to the end of that Minimum Term. This clause 7.4. c does not apply where the increase or change relates solely to Additional Services in which case you may cancel, or stop using, that Additional Service.
    - d. We do not provide refunds.
  - 7.4. We may terminate your contract or suspend all or part of the Services if:
    - a. We have not been able to take payment, by the due date, of any money you owe us - you will have 5 days to rectify payment or services will be terminated;
    - b. We reasonably believe that you or others (whether under your control or not) are misusing the Services (see our 'Fair and Acceptable Usage Policy');
    - c. You otherwise breach the Terms;
    - d. You are persistently abusive or make threats, repeatedly cause a nuisance or annoyance, or otherwise act illegally towards our staff or our property or that of our agents;
    - e. You allow to be done anything which in MEDIAMESH's reasonable opinion may have the effect of jeopardising the operation of the Services, or the Services are being used in a manner prejudicial to the interest of the Customer, other customers and/or MEDIAMESH; or
    - f. We are no longer able to provide you with the Services.
  - 7.5. Either you or we may terminate your contract by giving thirty (30) days' written notice to the other if:
    - a. There has been a material breach of the Terms or any other agreement between us by the other party (and this isn't corrected within thirty (30) days of a written notice notifying the breach);
    - b. An event, outside MEDIAMESH's reasonable control, prevents us from providing the Services for more than thirty (30) days; or
    - c. We go into liquidation or a Receiver is appointed over our assets.
  - 7.6. Your request for a MAC key is not deemed to be your notice of termination. However, if the MAC key is used by another broadband provider and if you do not provide notice under clause 7.4, the date that the MAC key was used will be taken to be the date that we received your notice of termination under clause 7.4. a.
  - 7.7. If we suspend your Services pursuant to clauses 7.5. a, 7.5. b, 7.5. c, 7.5. d or 7.5. e, then you will be liable for the Charges during such suspension. If we suspend your Services for any other reason, you will not be liable for the Charges during such suspension.
  - 7.8. If we terminate your Services pursuant to clauses 7.5. a, 7.5. b, 7.5. c, 7.5. d or 7.6. a, then we will be entitled to charge you for the Charges which would have been payable to us as if you had terminated in accordance with clause 7.4. a.
  - 7.9. If you terminate the Services pursuant to clause 7.6. b, all recurring Charges for the period of downtime will be refunded as a credit to the payment card or your bank account.
  - 7.10. If your landline is disconnected for any reason or we agree to provide you with the Services again after terminating your Services, we may charge you a reconnection fee of \$40.

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### 8. What are our payment terms and charges?

- 8.1. You are responsible for paying the fees as laid out on the website [www.MEDIAMESH.tv](http://www.MEDIAMESH.tv) (which are subject to change), GST and any other tax liability that apply to the Services, and costs incurred in collecting late payments from you. You are responsible for the Charges whether incurred by you or anyone else using your account (with or without your knowledge). If your Charges include a discount, then this is limited to one discount per person and one discount per broadband connection.
- 8.2. The Charges are payable from the Services Connection Date. Recurring Charges will be collected in advance on the same or closest next available date to that in which you signed up, while one-off fees will be collected in arrears.
- 8.3. We do not charge you for calling customer service if you call from a landline.
- 8.4. If you are paying by Direct Debit you will be required to provide your Direct Debit details (Bank Account Number, BSB Number, Name of Bank, and Name of Account Holder). You authorise your bank to disclose to us, and under strict obligations of confidentiality, to our subcontractors and agents, details about your bank account in so far as is necessary in connection with your agreement with us and to inform us if your Direct Debit Authority is terminated at any time.
- 8.5. If a Direct Debit payment fails, you must immediately arrange for the Charges to be paid by other means and we may also contact you to take payment. You may also be liable to pay interest under clause 8.6. If we cannot contact you after a failed Direct Debit payment, we may suspend or terminate the Services and this Agreement under clause 7.5. a without further notice.
- 8.6. All invoices will be issued to you via the email address provided. We will notify you at your nominated email address or mobile phone number when:
  - a. A payment has been taken from your nominated Direct Debit account.
- 8.7. Interest may be charged by us if you do not pay us in full by the due date. We may charge you interest on any overdue payments from the date you should have paid until we receive full payment of the amount you owe, including full interest (whether before or after judgement) at the rate of 3 per cent per annum above the base rate of RBA as set from time to time.
- 8.8. All amounts due to us shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.
- 8.9. The Charges are inclusive of GST which will be charged at the prevailing rate, where applicable.

### 9. Switching your broadband package

- 9.1. We will advise you if it is possible to switch to another MEDIAMESH Home Broadband package or tariff. Please contact us via your MEDIAMESH online account or through customer service. If we allow you to switch your package, the actual speed may differ. If we allow you to switch, please note, you may not be able to move back to your old broadband package, and you will only be able to move to a package supported by your landline. Switching broadband package or tariff may be subject to you accepting a new Minimum Term.
- 9.2. Any change to your package may take up to five working days before it is activated and you will be charged at your new package price from the date of activation in the next billing cycle.

### 10. Service speed and interruptions

- 10.1. We do not warrant that the Services will be available at all times and fault-free. We do not guarantee speeds. From time to time, you may find that the actual throughput speeds achieved with the Broadband Service may be lower or higher than the speeds specified depending on time of day, network congestion and P2P activity. You will be entitled to the quality of service generally provided by a competent broadband service provider exercising reasonable care and skill. We may need to make changes to our network or the technical specification of a Service or may need to suspend provision of the Services for operational or technical reasons. We will use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services.
- 10.2. If you experience a total loss of Service directly caused by us (except where you have requested that the Services are moved to a new premises in accordance with clause 11) for more than five (5) consecutive days, you'll be compensated for each day's disruption (including the first five (5) days) by a credit towards your recurring charges for those days. In order to receive this credit, you will need to notify us as soon as the Service failure occurs and request the appropriate credit by contacting customer service when your Service is restored. The credit will be shown on your next, or subsequent, invoice depending on where within the billing cycle the credit is requested.

### 11. What happens if you move?

- 11.1. If your new address is in an area that's covered by the Services, the Services can be moved to your new address, provided you give us written notice, to be received by us at least seven days before the expected moving date. There will be some downtime between is connection from your old address and reconnection at your new address, and you will not be refunded any Charges for that period of downtime unless you terminate your Services pursuant to clause 7.6. b.

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11.2. We are able to move the Services to another address for a once off charge of \$99 per move.

11.3. If your broadband package is not available at the new address, you will be automatically moved to another available package which is provided at the nearest available price.

11.4. If we are unable to provide Services to your new address, then the cancellation terms in clause 7 will apply.

### 12. What are your obligations?

12.1. You agree that you and other people using the Services via your account will comply with the Terms, including that you will:

- a. Comply with the terms set out in MEDIAMESH's 'Fair and acceptable usage policy' (as published on MEDIAMESH's website from time to time) and ensure that any others using the Services via your account comply with the 'Fair and acceptable usage policy' too;
- b. Keep your security information confidential and secure, and not make it available to unauthorised people. You must tell us immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account;
- c. Provide the required information to us (especially during the ordering process), and ensure that this information is always valid, up-to-date and accurate;
- d. Ensure that your Equipment and Software complies with all applicable laws and standards and that you have any necessary licenses before you use it to connect to our network and ensure that your Equipment and Software is compatible with our Equipment;
- e. Indemnify us against all losses, liabilities, costs (including legal costs) and expenses which we may incur as a result of any third-party claims against us arising from, or in connection with, your misuse of the Services or breach of the Terms;
- f. Take whatever steps you consider necessary to back-up and protect any data on your IT systems, including taking additional measures over and above any measures included within the Equipment to protect your IT systems from viruses, trojans, malware and other threats to your infrastructure;
- g. Provide sufficient socket-outlets as required in a safe condition without damage, at convenient and easily-accessible points. Where the use of an extension lead is unavoidable, the extension plug will have a correctly-rated fuse for the equipment to be used; have capacity to prevent overloading; and the lead should be positioned carefully to prevent any risk of damage to the cable or present a tripping hazard. A multi-way adaptor should not be used; and
- h. Ensure that all Equipment is used in accordance with any instructions issued by MEDIAMESH or the manufacturer including ensuring that the Equipment is used only in situations where appropriate environmental conditions exist.

### 13. Limitations and exclusions of liability

13.1. Nothing in the Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot by law be excluded or limited.

13.2. Except as expressly set out in the Terms, we are not liable to pay damages for use of the Services or any losses caused by failures, errors, delays or interruptions relating to the Services, including as a result of any failure to supply the Services because we are prevented by events outside our reasonable control.

13.3. We are not liable to pay damages if anyone else, other than you or us with your permission:

- a. Gains access to your connection to the Services, your computer and other related equipment; or
- b. Gains access to, destroys or distorts any data or information held by you or about you by us.

13.4. We are not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to these goods or services is through our network.

13.5. Except as set out in clause 12 and this clause 13 and except for the requirements for you to pay all Charges owing to us under this contract, and subject to Clause 13.6, each party's total liability to the other party with respect to this contract for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise), shall not exceed 100% of the Charges due in that calendar year.

13.6. We have no liability other than the duty to exercise the reasonable skill and care of a competent broadband service provider. We do not accept liability for indirect or consequential loss, such as loss of profits, business, costs, expenses (unless such losses were reasonably foreseeable to both of us when this contract was entered into), or any other form of economic loss.

13.7. You shall at all times be under a duty to mitigate any losses suffered by you.

13.8. You recognise that the Services may be dependent upon End-User Licensed Software and if you do not accept the licence terms relating to any End-User Licensed Software, MEDIAMESH shall have no liability whatsoever for any failure to provide the Services to you where the Services depend on the use of End-User Licensed Software.

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- 13.9. Where you accept the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise your sole rights and remedies in respect of such End-User Licensed Software.
- 13.10. Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.
- 13.11. Each provision of this paragraph 13 operates separately. If any part is found by a Court to be unreasonable or inapplicable, the other parts will continue to apply.
- 14. How do we use your data? (include CC)**
- 14.1. You agree that we may search the files of credit reference agencies which will keep a record of that search. We may also carry out identity and anti-fraud checks with fraud-prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud-prevention agencies. If you give us false or inaccurate information and we identify or suspect fraud, we will record this. Details of how you conduct your account may also be disclosed to those agencies, law-enforcement agencies and other telecommunications companies. The information may be used by us and other parties in assessing applications for, and making decisions about, credit, credit-related services, or other facilities and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money-laundering detection and prevention. Information may be used by us and other parties for checking your identity; checking details of job applicants and employees; statistical analysis about credit, insurance and fraud; and to manage your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud-prevention agencies whilst you retain a financial obligation to us.
- 14.2. Information held about you by credit-reference agencies may be linked to records relating to your financial associate(s). For the purposes of this application you declare that you and your financial associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your financial associates that is likely to affect our willingness to offer the Services to you. You authorise us to check the validity of this declaration with credit reference agencies and, if we discover any associated records which would affect the accuracy of this declaration, we may decide not to proceed with the application on this basis. For the purpose of this paragraph a 'financial associate' is someone with whom you have a financial link, for example, a spouse, partner or family member.
- 14.3. You authorise us to use and disclose, in Australia and abroad, information about you and your use of the Services including, but not limited to, how you conduct your account for the purposes of operating your account and providing you with the Services, for credit control purposes; for fraud and crime detection and prevention and the investigation and prevention of civil offences; or as required for reasons of national security or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency and fraud-prevention agency or governmental agency and other users of these agencies who may use this information for the same purpose as us. If you wish to have details of the fraud-prevention agencies from whom we obtain, and with whom we record information about you or receive a copy (we will charge a fee) of the information we hold about you, please contact us by writing to The Data Controller, MEDIAMESH Pty. Ltd., Suite 109, 460 Pacific Hwy, St Leonard's, 2065, at [info@mediamesh.tv](mailto:info@mediamesh.tv), stating your full name, address, account number and mobile phone number.
- 14.4. You also agree to information about you and your use of the Services including, but not limited to, how you conduct your account being used, analysed and assessed by us and the other parties identified in paragraph 14.3 and selected third parties for marketing purposes including, amongst other things, to identify and offer you by phone, post, MEDIAMESH's mobile network, your mobile phone, email, text (SMS), media messaging, automated dialling equipment or other means, any further products, services and offers which we think might interest you. If you do not wish your details to be used for marketing purposes, please write to The Data Controller, MEDIAMESH Pty. Ltd., Suite 109, 460 Pacific Hwy, St Leonard's, 2065 or, at [info@mediamesh.tv](mailto:info@mediamesh.tv) stating your full name, address, account number and mobile phone number. You can obtain further details from MEDIAMESH's Privacy Policy.
- 14.5. From time to time, we may (without notice to you) review, record or check your use of the Services where we are required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring, and for our own internal purposes to ensure compliance with the Terms.
- 15. Is there anything else?**
- 15.1. If you have a complaint about our Service you may contact us by telephone by calling the Customer Services number on your bill. If you are still unhappy, you can write to: Complaint Review Service, PO Box A2162, Sydney South, NSW, 1235. Please include your mobile phone number and broadband account reference in any correspondence.
- 15.2. We may assign your contract or any Service we provide to you on the same terms to any third party. You may not assign this contract or the benefit of any Service we provide to you unless we agree in writing.

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- 15.3. Any failure or delay by us in exercising or enforcing any rights or benefits granted by the Terms will not be deemed to be a waiver of any such right or benefit; nor will it prevent us from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.
- 15.4. Each provision of the Terms is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.
- 15.5. The Terms shall be governed and construed in accordance with NSW law and you and we submit to the non-exclusive jurisdiction of the NSW courts.
- 15.6. The Terms set out the entire agreement between you and us relating to the provision of the Services to you including all intended rights and obligations and supersede any and all previous agreements and understandings between you and us with respect to such provision.
- 15.7. We may change the Terms, including the Charges, at any time. If we increase the Charges for elements of the Services you are using or change the Terms to your significant disadvantage, we will give you 30 days' notice in writing before the change takes place. For changes that we need to make to meet legal and regulatory requirements we may not be able to give you 30 days' notice, in which case we will notify you as soon as we can. Changes will be posted on [www.MEDIAMESH.tv](http://www.MEDIAMESH.tv) or we may give you notice in writing, by text (SMS) to your nominated mobile phone number, and/or by email where you have supplied your email address to us for this purpose.
- 15.8. Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing to the following address:
- In the case of notices served on MEDIAMESH to MEDIAMESH Broadband Customer Service, at PO Box A2162, Sydney South, NSW, 1235, or such other address as is specified elsewhere in this Agreement; and
  - In the case of notices served on the Customer, to the Customer at either the address at which you specified the Service is to be provided, or your Billing Address, or such other address as is specified elsewhere in this Agreement; or
  - Such other address as either party shall give notice to the other party from time to time. Notices will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in Australia within two business days of posting; or, if sent by facsimile upon being sent; or, if sent by email or other electronic means upon such communication being acknowledged as having been received.

May 2010

<http://www.MEDIAMESH.tv>

MEDIAMESH Pty. Ltd., Suite 109, 460 Pacific Hwy, St Leonard's, 2065

Registered in New South Wales. ABN: 52 131 731 023. Registered Office as above.

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