

Our Customer Relationship Agreement WARRANTY INFORMATION STATEMENT

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Rules of interpretation and capitalised terms used in this Warranty Information Statement are defined in the General Terms or the relevant Service Description of our CRA.

1. HOW TO CLAIM UNDER THE WARRANTY AND YOUR RIGHTS

- 1.1 In order to claim under the warranty, you must contact us by phone or email to advise us that you wish to make a claim and answer any questions we have. Our contact details are listed at the top of this page. You should use the contact details applicable to the iiNet Entity that provides your Service to you (the iiNet Entity named in your Application). We will assess whether you are eligible to claim under the warranty and determine, at our option and in accordance with any specific terms that apply to the relevant equipment, whether to repair or replace your equipment, or provide a credit.
- 1.2 If we determine that your equipment needs to be returned, you will be sent replacement equipment and a return freight bag in which to return the faulty equipment.
- 1.3 If the faulty equipment is not returned to us, with all cables, accessories and components, within 21 days of you receiving the replacement equipment and return freight bag, you will be charged the full price for the purchase of the equipment that we sent to you, plus any shipping costs relating to the prepaid satchel that was sent to you. You will also still be charged for the original equipment and if the original equipment has already been paid for, you will not be entitled to a refund.

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- 1.4 The warranty does not apply to faults caused by any of the following **(Non Covered Events)**:
- (a) any equipment not supplied by us;
 - (b) any interference with or modification to the equipment or a failure to use it in accordance with instructions; or
 - (c) damage caused by you or someone who has used the equipment (for example misuse or exposure to liquid or excessive heat); or
 - (d) an external event (for example a fire or flood).
- 1.5 If on inspection of the returned equipment we determine that the fault was caused by a Non Covered Event, you will be charged for the original equipment (or if the original equipment has already been paid for, you will not be entitled to a refund) and the replacement equipment, unless:
- (a) you have not used the replacement equipment; and
 - (b) you return it to us in its unopened packaging,
- in which case, you will not be charged for the replacement equipment.
- 1.6 The repair or replacement of equipment may result in loss of data (such as loss of telephone numbers stored on your handset).
- 1.7 Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If your equipment is replaced with refurbished equipment, the warranty applies in relation to that refurbished equipment from the remainder of the original Warranty Period or thirty days, whichever is longer.
- 1.8 Clauses 1.3 to 1.7 above do not apply to:
- (a) Satellite Broadband equipment provided to Westnet customers under the Australian Broadband Guarantee; or
 - (b) the equipment provided in conjunction with the IPTV Service as described in clause 7 below.
- 1.9 Some Warranty Periods as described in clause 2 below do not apply to TransACT customers. Clauses 4 to 6 below also do not apply to TransACT customers.
- 1.10 The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
- 1.11 Our goods come with guarantees that cannot be excluded under the Australian Consumer 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.
- 1.12 This warranty is given by the iiNet Entity named in your Application. You can contact us by phone or email if you have any questions regarding this warranty. Our contact details are listed at the top of this document.

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2. WARRANTY PERIODS

2.1 You must notify us of the fault with your equipment within the applicable Warranty Period (beginning from the date you purchased the equipment) as follows:

Equipment	Warranty Period
BoB Lite™	24 months
BoB2™	24 months
Hosted Lync Deskphones (WX 310, WX 500, WX 600)	24 months
Wireless Bridge	24 months
Netcomm NB16WV-02	12 months
DSL Modems	12 months. Further warranties may be available directly from the manufacturer.
Cable Modems*	12 months. Further warranties may be available directly from the manufacturer.
Budii™ hardware*	purchase: 24 months rental: for as long as you rent the Budii™ hardware from us
Ethernet port/card	24 months
ADSL Inline Filter	12 months
ADSL Central Splitters	12 months
Business Voice Handsets*	12 months
MobiiConnect 4G*	24 months
MobiiHotspot 4G*	24 months
MobiiBroadband 3G* (discontinued on 13/05/2014)	the same as your initial contract term for the Mobile Broadband Service - for example. if the initial contract term is 12 months, the warranty period is 12 months
MobiiHotspot 3G*	the same as your initial contract term

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(discontinued on 13/05/2014)	for the Mobile Broadband Service - for example. if the initial contract term is 12 months, the warranty period is 12 months	
External Antenna* (discontinued on 13/05/2014)	the same as your initial contract term for the Mobile Broadband Service - for example. if the initial contract term is 12 months, the warranty period is 12 months	
Mobile Voice Handsets purchased on or before 15 August 2012*	12 months	
Mobile Voice Handsets purchased after 15 August 2012*	‘Dead on arrival’ period: 30 days, subject to clause 4 below. Manufacturer’s warranty: 24 months.	
Samsung Tablet Devices*	‘Dead on arrival’ period: 30 days, subject to clause 4 below. Manufacturer’s warranty: 24 months.	
Satellite Broadband equipment provided to Westnet customers under the Australian Broadband Guarantee (i.e. satellite dish and items physically attached to the dish)*	3 years from the date the equipment is installed, subject to clause 6 below.	
Piix® Digital Photo Frame*	24 months	
iiNet TV with Fetch/Adam TV with Fetch Set Top Box	purchased on or before 26 February 2013:	12 months from date of activation of Set Top Box
	purchased after 26 February 2013:	24 months from date of activation of Set Top Box
	rental:	for as long as you rent the Set Top Box from us

* Does not apply to TransACT customers.

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3. WARRANTY FOR EQUIPMENT OTHER THAN MOBILE VOICE HANDSETS PURCHASED AFTER 15 AUGUST 2012 AND OTHER THAN SATELLITE BROADBAND (AUSTRALIAN BROADBAND GUARANTEE)

- 3.1 We will repair, replace or provide credit for faulty equipment provided by us at no cost to you, if you notify us of the fault within the applicable Warranty Period.
- 3.2 However, we will charge you for the repair or replacement of faulty equipment, if the fault was caused by a Non Covered Event. We may also charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 3.3 If we decide to repair the equipment, you must give us sufficient information to assess the fault, including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

4. WARRANTY FOR MOBILE VOICE HANDSETS AND TABLET DEVICES PURCHASED AFTER 15 AUGUST 2012

- 4.1 We will provide you with a replacement device if the following conditions are satisfied
- (a) either:
 - (i) your device does not work on arrival; or
 - (ii) it ceases to work within 30 days of the date that you purchased the device from us;
 - (b) the fault with the device has not been caused by a Non Covered Event; and
 - (c) you report the fault to us within 30 days of the date you purchased the device from us.
- 4.2 Where we provide you with a replacement device, you will be charged for both the original device and the replacement handset unless you return the original device to us within 14 days.
- 4.3 The Samsung tablets and mobile phone handsets that we supply come with a 24 month manufacturer's warranty. The terms of this warranty are set out in the warranty documentation provided with the device.
- 4.4 If you wish to make a claim under the manufacturer's warranty you can do so through us by phone or via email, or by contacting Samsung directly by calling the Samsung service centre. If you choose to visit a Samsung service centre you will be required to provide proof of purchase, which we can provide to you. Please note that if Samsung carries out repairs to your device, which are not covered by the warranty, you may be liable to pay Samsung the cost of those repairs.

5. GRACE EXIT PROCESS FOR THE MOBILE BROADBAND SERVICE

- 5.1 If:

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- (a) your principal place of usage of the Mobile Broadband Service is within the Optus 3G Dual Band, 3G Single Band Network or 4G Network coverage area; and
- (b) within 10 days from the date of the service activation, you report to us any coverage related issues relating to the use of the service at your principal place of usage,

then, subject to clauses 5.2, 5.3 and 5.4, we may allow you to cancel your Mobile Broadband Service without incurring a Break Fee and we will refund to you any upfront fees that you have paid to us in relation to the Mobile Broadband Service (for the avoidance of doubt, this does not include any fees relating to any other services that may be bundled with your Mobile Broadband Service).

Mobile Broadband Service in combination with a modem device (i.e. MobiiConnect or MobiiHotspot)

5.2 If we agree to exercise the grace exit process, and we have supplied a modem device to you in connection with the Mobile Broadband Service, we will send you a return freight bag and you must return to us, in its original condition, any modem device supplied to you by us in connection with the Mobile Broadband Service (Mobile Broadband Service Equipment) within 21 days from the date of you receive the return freight bag from us and you must pay;

- (a) any excess usage costs incurred; and
- (b) a Postage and Handling fee as set out in the Pricing Schedule of the Customer Relationship Agreement.

5.3 If we agree to exercise the grace exit process and you fail to return the modem device to us within 21 days from the date you receive the return freight bag from us, you will be charged the relevant Break Fee plus any excess usage fees.

Mobile Broadband Service in combination with a tablet device

5.4 If we agree to exercise the grace exit process, and we have supplied a tablet device to you in connection with the Mobile Broadband Service, we will release you from your Mobile Broadband contract without charging you a Break Fee but you will not be entitled to return the tablet to us under the grace exit process (because you could still use the tablet in connection with a fixed broadband service supplied by us or another supplier) and you must pay:

- (a) the full price of the tablet (if you are purchasing the tablet on a repayment plan, the repayment plan will be cancelled and you will be required to pay the sum of the amount of the remaining instalments under the repayment plan); and
- (b) any excess usage costs incurred.

6. WARRANTY FOR SATELLITE BROADBAND (AUSTRALIAN BROADBAND GUARANTEE)

6.1 The warranty covers system failure due to defective products supplied.

6.2 The warranty does not cover:

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- (a) damage caused by storms or lightning;
 - (b) tampering; or
 - (c) any Customer supplied peripheral equipment.
- 6.3 Any charges incurred from factors not covered by warranty are your responsibility.
- 6.4 Except where failure of the CPE could have reasonably been prevented by you, the warranty provided by us will cover restoration of the Service including CPE repair and any associated call out fees and/or travel costs.
- 6.5 Under the ABG guidelines, where we have connected and supplied a Service in a remote area, we may charge you for reasonable travel costs, as approved by the Department, to the installation site to perform warranty repairs and maintenance as required, in years two and three of the Program Service.

7. IPTV FAULTS AND EXCHANGE

Faulty Equipment

- 7.1 Your Set Top Box or Remote may be considered faulty if it is not operating as expected, including if the Set Top Box does not start up, does not record, you are unable to use 3 free to air Channels simultaneously, or either the Set Top Box or the Remote is physically damaged (other than mere cosmetic damage).

Exchange of faulty Equipment

- 7.2 If your Set Top Box or Remote is determined by us to be faulty, in accordance with clause 7.1 we will exchange the faulty Set Top Box or Remote with a replacement that may either be new or refurbished.
- 7.3 The exchanged Set Top Box or Remote must be installed and activated and the faulty Set Top Box or Remote returned (according to our instructions) within 10 days of you receiving the exchange Set Top Box. If the original Set Top Box or Remote has not been returned within 10 days after the exchange Set Top Box or Remote has been received by you, the exchange Set Top Box will be de-activated until the original Set Top Box or Remote has been returned. If the faulty Set Top Box or Remote is not returned within 30 days you will incur a Non Return Exchange Fee as set out in the Pricing Schedule.
- 7.4 Each faulty Set Top Box or Remote will be tested. If no fault is found or we determine that the fault was attributed directly or indirectly by:
- (a) negligent or reckless installation or use of the Set Top Box or Remote (by any person other than us or Fetch TV);
 - (b) deliberate misuse of the Set Top Box or Remote (by any person other than us or Fetch TV);
 - (c) physical damage to the Set Top Box or Remote following delivery to you;
 - (d) a person (other than us or Fetch TV) tampering with the Set Top Box or Remote (e.g. opening the Set Top Box case);

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- (e) a person (other than us or Fetch TV) attempting to repair the Set Top Box or Remote; or
- (f) a use otherwise than in accordance with our CRA,

you will incur a Replacement Fee or Remote Replacement Fee as set out in the Pricing Schedule.

7.5 For the purposes of this clause 7:

- (a) **Cables** means the device(s) used to connect the Equipment;
- (b) **Channel(s)** means either a free to air Channel or a linear streaming channel;
- (c) **Equipment** is the collective meaning for the Set Top Box, the Remote and the supplied Cables;
- (d) **Fetch TV** means our wholesale Supplier of IPTV – FetchTV Pty Ltd [ABN 36 130 669 500];
- (e) **Set Top Box** means the main component of the Equipment via which the Service is delivered; and
- (f) **Remote** means the piece of Equipment used to control the Set Top Box.