

## WARRANTY INFORMATION

### 1. How to claim under the warranty and your rights

- 1.1 In order to claim under the warranty, you should contact us on 13 22 58 or via email to [support@iinet.net.au](mailto:support@iinet.net.au), advise that you wish to claim under the warranty and answer any questions we have. 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 prepaid consignment with which to return the faulty equipment. The form of prepaid consignment (freight bag or eConsignment) is determined at our discretion.
- 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 instructions, you will (except in the case of a faulty refurbished modem) be charged the full price for the purchase of the equipment that we sent to you, plus any shipping costs relating to the prepaid freight bag that was sent to you (if applicable). In addition, you will also still be charged for the original equipment if the original equipment has not yet been paid for, or if there is a modem non-return fee associated with the equipment then that modem non-return fee. Refurbished modems are owned and remain the property of iiNet.
- 1.4 For refurbished modems please see details below.
- 1.5 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).
- 1.6 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.
- 1.7 The repair or replacement of equipment may result in loss of data (such as loss of telephone numbers stored on your handset).

- 1.8 Goods presented for repair may be replaced by 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.

- 1.9 The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
- 1.10 This warranty is given by iiNet Limited (ACN 068 628 937) of Level 24, 200 Barangaroo Ave, Sydney NSW 2000. You can contact us on 13 22 58 or via email to [support@iinet.net.au](mailto:support@iinet.net.au) if you have any questions regarding this warranty.

## 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 |
|--------------------------|-----------------|
| iiNet Wi-Fi Max Modem    | 24 months       |
| iiNet Wi-Fi Max 5G Modem | 24months        |
| TP-Link VX420-G2H        | 24 months       |
| TP-Link VX420-G2V        | 24 months       |
| Nokia FastMile 3.2       | 24 months       |
| Sagemcom Fast 5866T      | 24 months       |
| NetComm NL20             | 24 months       |

### Warranty for equipment other than Mobile Voice Handsets purchased after 15 August 2012

- 2.2 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.
- 2.3 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).
- 2.4 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).

### **3. Warranty for Mobile Voice Handsets purchased after 15 August 2012 and Tablet Devices**

3.1 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.

3.2 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 handset to us within 14 days.

3.3 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.

3.4 If you wish to make a claim under the manufacturer's warranty you can do so through us by calling 13 22 58 or via email to support@iinet.net.au or by contacting Samsung directly by calling the Samsung service centre. If you chose 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.

### **4. Grace Exit Process for the Mobile Broadband Service**

4.1 If:

- (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. MobiiBroadband or MobiiHotspot)**

- 4.2 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.
- 4.3 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**

- 4.4 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.

**5. Is my refurbished modem covered under warranty**

- 5.1 If you are supplied with a refurbished modem other than a warranty repair or replacement, your modem only comes with Australian Consumer Law guarantees.

**6. What are the Australian Consumer Law Guarantees for goods and devices**

- 6.1 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.
- 6.2 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. Australian Consumer Law guarantees still apply.