

Our Customer Relationship Agreement BUDII™ DEVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Device Description are defined in the General Terms of this CRA.

1. ABOUT THE BUDII™ DEVICE DESCRIPTION

About our Customer Relationship Agreement

- 1.1 This is the Budii™ Device Description of our CRA under which we supply the Budii™ device (**Budii™ Device**) and associated devices to you.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Budii™ Device.

Device Options

- 1.3 Options for the Budii™ Device are set out in the Pricing Schedule.

2. THE BUDII™ DEVICE

- 2.1 The Budii™ Device is a wireless, 7 port, gigabit Ethernet modem that allows for Ethernet or wireless internet connection.
- 2.2 The device available for use with the Budii™ Device is the DECT touchscreen handset (**Handset**).
- 2.3 The Budii™ Device allows you to connect multiple devices to broadband or fibre internet services via an Ethernet or wireless connection.

Purchase and Rental Options

- 2.4 The Budii™ Device and Handset (the **Hardware**) are available:
- (a) for purchase outright;
 - (b) for purchase in conjunction with one of our xDSL or fibre services for a minimum contract period of 24 months; or

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- (c) for rent in conjunction with one of our xDSL or fibre services for a minimum contract period of 24 months,

at the prices set out in the Pricing Schedule.

2.5 If you rent the Hardware in conjunction with one of our xDSL or fibre services, on expiry of the minimum contract period of 24 months, you may:

- (a) continue to rent the Hardware by paying the applicable monthly rental fee set out in the Pricing Schedule; or
- (b) cancel your rental of the Hardware without incurring any Break Fees, in which case you must return the rental Hardware to us or else you must pay a non-return fee as set out in the Pricing Schedule.

3. EQUIPMENT AND SERVICE REQUIREMENTS

Service requirements

3.1 In order to use the Hardware, you must:

- (a) have an active xDSL broadband or fibre service; and
- (b) meet all service requirements for that xDSL or fibre service.

Equipment requirements

3.2 To use the Budii™ Device, you will need:

- (a) a Budii™ Device and power connection;
- (b) an Australian power outlet;
- (c) a connection point to which a working xDSL or fibre service is attached and active; and
- (d) a computer, laptop, tablet, smart phone or other device capable of browsing.

3.3 To use the Handset, you will need:

- (a) a Budii™ Device;
- (b) a Handset and power connection;
- (c) an Australian power outlet; and
- (d) either a connection point to which a working PSTN service is attached and active or a VoIP account with us.

4. CHARGES AND BILLING

1.1 Charges

4.1 You must pay the charges for the Hardware set out in the Pricing Schedule in accordance with the General Terms and any applicable provisions in the Pricing Schedule.

1.2 Payment

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4.2 Payment of the charges for the Hardware is due as follows.

- (a) **Purchase:** You must pay the applicable charges upfront.
- (b) **Rental:**
 - (i) We will endeavour to bill you for the applicable monthly rental charges on the same day each month commencing from the Service Commencement Date for your 24 month contract.
 - (ii) Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management website using the call tracker and is available 24 hours, 7 days a week.
 - (iii) You must pay the monthly rental charges by direct debit payment from your credit card or nominated bank account.
 - (iv) If you choose to provide us with your credit card details for the purposes of paying the monthly rental charges, we may:
 - (A) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
 - (B) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
 - (C) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
 - (v) If a direct debit from your bank account or from your credit card is declined for any reason we may impose a decline fee (as set out in the Pricing Schedule).

Variation of charges

4.3 We may vary the charges for the Hardware set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the General Terms.

4.4 If the variation has more than a minor detrimental impact on you, you may cancel your contract in accordance with the General Terms.

5. WARRANTY

5.1 Where we supply the Hardware to you, we provide the warranty specified in the Warranty Information Statement at no extra cost.

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6. FAULTS AND RETURNS

- 6.1 If you become aware of any fault with the Hardware, you must:
- (a) report the fault to us by telephoning or emailing a Customer Service Representative; and
 - (b) test the relevant Hardware in accordance with the troubleshooting procedure as instructed by our Customer Service Representative.
- 6.2 If we determine, in our sole discretion, that the relevant Hardware is faulty and the fault occurred within the applicable warranty period, we will ship a replacement to you along with a return satchel, which will arrive within 7 working days.
- 6.3 You must return the faulty Hardware within 21 days of receipt of the return satchel.
- 6.4 If we determine that the warranty for the relevant Hardware has been voided by you for any reason, you will have the choice of:
- (a) being charged for the replacement; or
 - (b) opting to have the original, faulty Hardware returned to you, provided you pay the cost of postage.
- 6.5 If we determine that the fault with the relevant Hardware occurred outside of the warranty period for that Hardware, you will not be provided with a replacement.

7. CANCELLATION

- 7.1 **Purchase or Rental in conjunction with xDSL or fibre service:** If you cancel your xDSL or fibre service prior to the expiry of the 24 month minimum contract period, you will be charged a Break Fee in accordance with the Contract Break Fees section of the Pricing Schedule.
- 7.2 **Rental in conjunction with xDSL or fibre service:** Without limiting clause 7.1, if you cancel your xDSL or fibre service or cease to make rental payments prior to expiry of the 24 month minimum contract period, you must return the rental Hardware to us. If you fail to return the rental Hardware, you will be charged a non-return fee in accordance with the Contract Break Fees section of the Pricing Schedule.