

## Our Customer Relationship Agreement WARRANTY INFORMATION STATEMENT (FETCHTV)

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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. WARRANTY**

- 1.1 During the Warranty Period, we will, in accordance with these terms, use commercially reasonable efforts to repair or replace the defective Equipment (set out in clause 3) that you purchased from us (Warranty).
- 1.2 The benefits given to you by this Warranty are in addition to other rights and remedies you may have at law.
- 1.3 Our Warranty is in addition to the 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 Equipment repaired or replaced if the Equipment fail to be of acceptable quality and the failure does not amount to a major failure.
- 1.4 This Warranty is given to you by the iiNet Entity named in your Application, and is personal to you. 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.

### **2. HOW TO CLAIM UNDER THE WARRANTY**

- 2.1 To claim under the Warranty, your claim must be made within the Warranty Period (see clause 3).
- 2.2 In order to make a claim under the Warranty, you must:

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- (a) contact us (the iiNet Entity named in your Application) by phone or email to advise us that you wish to make a claim, and
  - (b) follow our diagnostic and trouble-shooting processes.
- 2.3 We will assess whether your claim and Equipment is under Warranty, and determine (at our option) to repair or replace your Equipment, or provide a credit. You understand that the repair or replacement of Equipment may result in a loss of data, for which we are not liable for.
- 2.4 If we determine that your Equipment needs to be returned (the **Original**), you will be sent replacement Equipment and a return freight bag in which to return the Original Equipment. For replacement Equipment, we may use Equipment that is new, refurbished (or contain refurbished parts), or a different model/make if the original model/make is no longer available.
- 2.5 **IMPORTANT:** You must return the Original Equipment to us, together with all of its accessories, cables and components within 21 days of receiving the replacement Equipment. If it is not returned to us, with all cables, accessories and components, you will be charged the full price for the replacement Equipment that we sent to you, plus any associated postage and handling costs. You will remain responsible for the cost of the Original Equipment, and you will not be entitled to a refund on monies you have already paid. Returned Original Equipment will be assessed to determine if the fault is covered under Warranty.
- 2.6 If we determine that your Equipment is not covered under Warranty or 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). You will also be responsible for the cost of any replacement Equipment we have sent you together with all associated postage and handling costs. We may agree to not charge for the replacement Equipment if:
- (a) you have not used the replacement Equipment; and
  - (b) you return it to us in its original condition and unopened packaging within 21 days.

### 3. EQUIPMENT AND WARRANTY PERIODS

- 3.1 This Warranty is available for the following Equipment set out in the below table, for the duration of the corresponding Warranty Period (beginning from the date you purchased the Equipment):

Equipment	Warranty Period
Fetch Mini Set Top Box.	12 months
Fetch Mighty Set Top Box	24 months

Does not include any other products, parts or accessories supplied with the Mini or Mighty Set Top Box such as, without limitation, the power supply, remote control, "PLA" device (the set of plugs used to

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transmit when the Set Top Box and your modem are in different rooms), cabling or software.

- 3.2 A claim made under Warranty (including where Equipment was replaced or repaired as a result of the claim) does not restart the Warranty Period.

### 4. EXCLUSIONS

- 4.1 All of the following are excluded from and is not covered by this Warranty (**Non Covered Events**):

- (a) any hardware, product, parts or accessories not supplied by us;
- (b) any accidents, third party acts or negligence, or natural disasters (for example damage caused by a break-in, fire or flood).
- (c) any failure to use it in accordance with instructions, including any negligent or reckless installation or use of the Equipment;
- (d) deliberate misuse or abuse of the Equipment;
- (e) physical damage to the Equipment following delivery to you, and includes for example vandalism, exposure to liquids, excessive heat or humidity;
- (f) where the Equipment has been tampered with or modified (for example opening the Set Top Box case, removing parts) by a person that has not been expressly authorised by us to do so;
- (g) where the Equipment has been repaired by a person that has not been expressly authorised by us to do so; and/or
- (h) a use otherwise than in accordance with our CRA.