

## Our Customer Relationship Agreement MOBILE DEVICE HARDWARE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 5 of this Service Description.

### **1. ABOUT THE MOBILE DEVICE HARDWARE DESCRIPTION**

#### *Our Customer Relationship Agreement*

- 1.1 This is the Mobile Device Hardware description of our CRA under which we supply our Mobile Devices (**Hardware**) 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 Hardware.

#### *Hardware options*

- 1.3 The Hardware options and the relevant pricing are defined on our website [www.internode.on.net/mobilehandsets](http://www.internode.on.net/mobilehandsets) or [www.internode.on.net/nodemobiledevices](http://www.internode.on.net/nodemobiledevices).

#### *Eligibility*

- 1.4 Hardware for use with voice services is only available with a residential or business NodeMobile Voice Service.
- 1.5 Hardware for use with Nodemobile Data only services is only available to customers that have an active Nodemobile Data service.
- 1.6 The Hardware cannot be purchased as a stand-alone product.

### **2. MOBILE DEVICE SPECIFICS**

#### *Mobile Voice Equipment*

- 2.1 The Mobile Voice Service provides the option to purchase Hardware on:
  - (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
  - (b) outright purchase by paying the handset cost in full.
- 2.2 Customers are limited to one repayment plan per eligible active Internode NodeMobile Voice service.

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- 2.3 If you close or churn a Mobile Voice Service bundled with a Hardware repayment plan, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.

### ***Mobile Data Devices***

- 2.4 The Nodemobile Data service provides the option to purchase mobile data Hardware on:

- (a) a repayment plan, where the outright cost is equally split over either a 12 or 24 month contract period; or
- (b) outright purchase by paying the device cost in full.

- 2.5 Customers are limited to one Hardware repayment plan per eligible active Internode NodeMobile Data service.

- 2.6 If you close a Nodemobile Data Service bundled with a Hardware repayment plan, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.

### ***Sim***

- 2.7 According to your selections in your application, we will supply you with a SIM or micro SIM, for use with the Service.

### ***Warranty***

- 2.8 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. The benefits given to you by the warranty (if any) set out in this Service Description are in addition to other rights and remedies you may have at law.

### ***Limits on mobile voice handsets for residential customers***

- 2.9 If you:

- (a) are a residential customer with a mobile voice service; and
- (b) choose to purchase mobile handset Hardware on a repayment plan,

the number of handsets that you can apply for is limited as set out in the table below, based on the number of months for which you have been one of our customers (your “Tenure”). No limits apply to the outright purchase of handsets.

<b>Tenure</b>	<b>Number of handsets available on repayment plan</b>
0 - 3 months	1 handset per account
3 - 6 months	2 handsets per account
6 or more months	3 or more handsets per account

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### 3. CHARGES AND BILLING

#### *Charges*

- 3.1 You must pay the charges for the service, along with any other charges set out in your application in accordance with the General Terms and any applicable provisions as described on the Internode website [www.internode.on.net/mobilehandsets](http://www.internode.on.net/mobilehandsets) or [www.internode.on.net/nodemobiledevices](http://www.internode.on.net/nodemobiledevices)

### 4. SAMSUNG HARDWARE WARRANTY

- 4.1 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 can be found at [www.internode.on.net/contact](http://www.internode.on.net/contact). We will then assess your claim.
- 4.2 If we determine that your device needs to be returned, you will be sent a replacement device and a return freight bag in which to return the faulty device.
- 4.3 If the faulty device is not returned to us, with all cables, accessories and components, within 14 days of you receiving the replacement device and return freight bag, you will be charged the full purchase price for each component of the new device for which we did not receive an equivalent return from you, plus any shipping costs relating to the prepaid satchel that was sent to you. You will also still be charged for the original device which you did not return to us and if the original device has already been paid for, you will not be entitled to a refund.
- 4.4 The warranty does not apply to faults caused by any of the following (**Non Covered Events**):
- (a) any equipment or devices not supplied by us;
  - (b) any interference with or modification to the device or a failure to use it in accordance with instructions; or
  - (c) damage caused by you or someone who has used the device (for example misuse or exposure to liquid or excessive heat); or
  - (d) an external event (for example a fire or flood).
- 4.5 If on inspection of the returned device we determine that the fault was caused by a Non Covered Event, you will be charged for the original device (or if the original device has already been paid for, you will not be entitled to a refund) and the replacement device, unless:
- (a) you have not used the replacement device; and
  - (b) you return it to us in its unopened packaging,
- in which case, you will not be charged for the replacement device.
- 4.6 The repair or replacement of device may result in loss of data (such as loss of telephone numbers stored on your handset).

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- 4.7 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 device is replaced with a refurbished device, the warranty applies in relation to that refurbished device from the remainder of the original Warranty Period or thirty days, whichever is longer.

### ***DOA REPLACEMENT OF MOBILE DEVICES***

- 4.8 We will provide you with a replacement device if the following conditions are satisfied
- (a) either:
    - (A) your device does not work on arrival; or
    - (B) 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.
- 4.9 Where we provide you with a replacement device, you will be charged for both the original device and the replacement device unless you return the original device to us within 14 days.

### ***Manufacturer Warranty***

- 4.10 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.
- 4.11 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. APPLE IPHONE WARRANTY**

- 5.1 The warranty period for Apple iPhone mobile handsets is 24 months from the date of purchase.
- 5.2 If you wish to make a claim under Apple's manufacturer's warranty you can do so through us by phone or via email, or by contacting Apple directly or Apple's authorised service centres. For details of Apple's warranty, please refer to <http://www.apple.com/legal/warranty/products/ios-warranty-rest-of-apac-english.html>

## **6. DEFINITIONS**

**Broadband Service** means any ADSL, Naked DSL, NBN Fibre, NBN Wireless, NBN Satellite, Fibre to the Home or Mobile Broadband Service.

## **INTERNODE CRA – MOBILE HANDSET HARDWARE DESCRIPTION**

**CRA** means an agreement called the “Customer Relationship Agreement” published on the Internode Website.

**Mobile Device Hardware** or **Hardware** or **Device** means the hardware described in clause 1.

**SIM** means a subscriber identity module, which is a portable memory chip required for the operation of the Hardware.