

## Hardware Limited Refund Policy

### 1. Overview

This document applies to our customers that purchase any type of hardware from us (including modems and/or handsets) for use in conjunction with our telecommunications services. It explains our limited hardware refund policy that is available to our consumer and small business customers covered by the Australian Consumer Law (as further explained in clause 20 of the General Terms to our [Standard Form of Agreement](#)).

It outlines the limited circumstances in which you may be entitled to receive a refund for the cost of any hardware you have purchased from us, and how you may request such a refund.

Nothing in this policy limits or excludes any refund, repair or replacement rights in relation to faulty or damaged hardware which arise under:

- any manufacturer's warranty applicable to your relevant item of hardware; or
- any consumer guarantees that arise under the Australian Consumer Law and which cannot be excluded, such as where supplied hardware is not fit for purpose or reasonably free from defects.

Please see our Hardware Warranty Information document on the [Policies](#) page of our website for further information about your rights with respect to faulty hardware.

### 2. Ownership and Responsibility for Hardware

All hardware that we supply to you for use with any month-to-month Residential telecommunications services must be purchased and paid for upfront and is not subject to any form of ongoing finance or supply agreement. This means that on purchase, you own the relevant hardware outright.

The hardware we provide is unlocked and may be capable of being used with other service providers if you cancel your services with us, subject to any limitations or conditions imposed by the manufacturer or any third party service provider you are transferring your services to. Please carefully review the specifications and conditions available on our website that apply to your selected item of hardware before proceeding with your purchase.

### 3. Limited Refund Rights

Because hardware is ordered from the manufacturer at the time of a customer's purchase, we do not accept any return or refund requests except where:

1. after purchasing an item of hardware from us in combination with one of our services, you are notified that the relevant service is:
  - a. unlikely to be connected for at least 3 months after the date of order due to delays attributable to NBN Co or another third party service provider. In such case, you must request a refund for the hardware within 14 days of being notified of the delay; or
  - b. unable to be provided to you for any reason through no fault of your own, including where your premises is not serviceable.

**Example Scenario:** During your nbn® appointment, an NBN Co technician advises that a planned remediation date is required because an issue has been identified with the delivery of the service and the scheduled remediation date is over 3 months from today's date.

2. you have been provided with an incorrect item of hardware in error that does not correspond with the item you purchased at the time of your order.

#### 4. What does not qualify for a refund?

- Buyer's remorse, for example if you have simply changed your mind or found an item of hardware for a lower cost somewhere else.
- Delays with nbn<sup>®</sup> connection of less than 3 months which are caused by NBN Co. Please note that we do not have any control over NBN Co's installation schedule or technician availability.
- Cancelling your service or transferring it to another service provider. You own your hardware outright following your purchase. Hardware provided by us is not locked and you may be able to use it with other service providers, subject to any limitations or conditions imposed by the manufacturer or any third party service provider you are transferring your services to.
- If you decide to purchase another model and would like to swap the original item of hardware previously purchased. Swapping to another model or item of hardware is not permitted unless the item of hardware initially purchased has not been dispatched.
- Delays with nbn<sup>®</sup> installation or readiness where the delay is caused by you. For example, where nbn<sup>®</sup> installation cannot proceed because you have not installed the required in-home cabling or where you repeatedly cancel or reschedule appointments with an NBN Co technician.

#### 5. Process for approved Returns and Refunds

If you have any questions about this Policy or you would like to submit a return or refund request in accordance with these terms, feel free to [contact us](#).

Our response time for return or refund requests is generally within 5 business days. As all requests are subject to our review, please allow us time to process your request. Once we have reviewed your request, we will contact you with any further questions or to advise you of the outcome of our assessment.

If we agree you are eligible for a refund, it will not be processed until we have received the returned hardware from you. Hardware must be returned along with the box and the accessories that came with it, in the same condition as when you received it. Hardware packages received with incomplete or damaged components may result in ineligibility to receive a refund.

The return postage costs for any hardware returns approved under this Policy are at your own expense, except where you have been sent an incorrect item of hardware in error. Please save the postage receipt in case we need to track the return of the hardware.

Once we have received the returned hardware, you will receive the amount of your approved refund back to the card originally used to purchase it within 5 business days, unless we agree with you an alternative method of making such payment.

There are instances when refunds may take longer to process than normal, including during holiday periods and depending on the clearing time of your issuing bank. If we have provided a confirmation that a refund has been processed but you have not received it, please check with your bank first before contacting us. Please note that returns and refunds for faulty hardware are covered by our Hardware Warranty Information document on the [Policies](#) page of our website.