

# Standard Form of Agreement

Mobile Device Subscription Terms – Current as at Oct 2024

## 1 What are these Mobile Device Subscription Terms?

- 1.1.1 This document is referred to as the "**Mobile Device Subscription Terms**" and forms part of Your Agreement with Us where You have subscribed for a Mobile Device from Us under a mobile device subscription product.
- 1.1.2 The General Terms and Conditions are a set of general terms that govern our relationship generally. These Mobile Device Subscription Terms contain more specific terms relating to Your subscription of a Mobile Device from Us.
- 1.1.3 To the extent of any inconsistency between these Mobile Device Subscription Terms and the General Terms and Conditions (or any other documents making up the Agreement) in relation to the subject matter covered in these Mobile Device Subscription Terms, these Mobile Device Subscription Terms prevail.

## 2 Mobile Device Subscription

### 2.1 Mobile Device Subscription

- 2.1.1 Upon Our acceptance of the Mobile Device Subscription Order Form, We agree to grant to You the right to possess and use, and You agree to obtain from Us for Your personal possession and use, the Mobile Device the subject thereof, in accordance with and subject to the terms of the Agreement (including the relevant Mobile Device Subscription Order Form and these Mobile Device Subscription Terms).
- 2.1.2 The subscription period is as set out in the applicable Mobile Device Subscription Order Form accepted by Us, unless and until it is earlier terminated in accordance with the terms of the Agreement. Upon expiry of the subscription period, the subscription of the Mobile Device terminates, Your right to possession and use of the Mobile Device from Us ceases and You no longer have the right to possess or use the Mobile Device, in all cases notwithstanding the Mobile Device may remain in your possession. We will give You a reminder of the expiry of the subscription period a reasonable period ahead of such expiry date.
- 2.1.3 You do not own the Mobile Device or have a right to become its owner, You simply have the right to possess and use the Mobile Device from Us. Notwithstanding this, You must pay for any maintenance and repair of the Mobile Device, subject to any manufacturer's warranty or the consumer guarantee provisions in the Australian Consumer Law.
- 2.1.4 You must:
- (a) use the Mobile Device for Your own personal purposes and must not resupply the Mobile Device to anyone else unless agreed by Us in writing;
  - (b) comply with the manufacturer's use and care instructions for the Mobile Device;
  - (c) not attempt to sell the Mobile Device to a third party, or grant, or allow a third party to create, any security interest or charge over the Mobile Device;
  - (d) not attempt to transfer possession of the Mobile Device to a third party without Our consent in writing;
  - (e) not use the Mobile Device for any unlawful purpose;
  - (f) take steps to keep the Mobile Device in good working order and condition (fair wear and tear excepted), and not deface, change, modify or repair the Mobile Device, except for repairs by a repairer approved by Us or the original manufacturer of the Mobile Device;
  - (g) tell Us immediately if the Mobile Device stops working properly or no longer turns on; and
  - (h) tell Us immediately if the Mobile Device is lost or stolen. You are responsible to Us for the Mobile Device being lost or stolen, and unless We have agreed otherwise with you in writing, You will continue to be liable for all amounts due and payable under this Agreement in relation to the Mobile Device.
- 2.1.5 If the Mobile Device no longer turns on and you tell Us of this as required by clause 2.1.4(g), We will consider the circumstances and whether the Mobile Device is a Non-Functioning Device. You will provide Us such information, and assistance, as We may reasonably require for this purpose, including without limitation, complying with the procedures under the Device Warranty Terms to allow for consideration as to whether a successful claim thereunder may be made. If we determine, or become aware prior to the return of the Mobile Device to Us, that the Mobile Device is a Non-Functioning Device:
- (a) an amount equal to the Outstanding Balance in respect of that Mobile Device will become due and payable by You to Us;
  - (b) You must pay to Us, subject to clause 2.3.2 as applicable, the Non-Functioning Device Fee, and any other amounts due but unpaid, or payable under this Agreement (including, but not limited to, the amounts payable under clause 2.3.1 as applicable); and
  - (c) If requested by Us, You must at your own expense return the Mobile Device to Us in compliance with the requirements of clause 4.3.
- If:
- (d) We determine, or become aware, that the Mobile Device is a Non-Functioning Device after the return of the Mobile Device to Us during the subscription period, and
  - (e) the Outstanding Balance applicable under clause 2.4.1 was not that under paragraph (b) of that definition,

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You must also pay to Us the difference between such Outstanding Balances.

You agree that in relation to amounts payable under this clause, we may automatically deduct payment of such amounts as a lump sum, or as a series of smaller payments in accordance with clause 5.1.1 of the General Terms and Conditions.

If You believe You are in a situation of financial hardship, We invite You to contact Our Customer Service Team to discuss Your situation confidentially. Notwithstanding clause 2.1.5, if You demonstrate that You are unable to pay the amounts under this clause 2.1.5 in one lump sum payment, We may (in Our discretion) offer You a period in which to pay such amounts (by reference to such factors as We consider reasonable in the circumstances, having regard to Your circumstances and Our legitimate commercial interests). You may also qualify for assistance in accordance with Our Payment Assistance Policy (which can be found [here](#)).

## 2.2 Monthly Instalments

- 2.2.1 Subject to clause 2.1.5, 2.4 and 3.4, You agree to pay during the subscription period the Monthly Instalment on each Monthly Payment Date.
- 2.2.2 If We accept Your Mobile Device Subscription Order Form, Your first Monthly Instalment will be debited promptly after that acceptance.
- 2.2.3 After Your first Monthly Instalment, We will then schedule the debit for each of Your subsequent Monthly Instalments on each Monthly Payment Date in the subscription period.
- 2.2.4 You authorise Us to debit Your Nominated Card for each of the Monthly Instalments and any applicable additional fees and amounts payable under Your Agreement.

## 2.3 Other amounts

- 2.3.1 In addition to all other amounts payable under this Agreement,
- (a) if we cancel or terminate the Agreement or the subscription of the Mobile Device because you are in breach or an Acceleration Trigger Event has occurred, You must pay Us on demand for any loss, costs, damages or expenses suffered or reasonably incurred by us in connection with such breach or event or the exercise of our rights in respect thereof;
  - (b) You must pay us our reasonable costs in connection with all duties and taxes (including any related interest, penalties, fines and expenses) payable in connection with the Mobile Device or this Agreement;
  - (c) if You do not return to Us the Mobile Device by expiry of the subscription period, or when you are required to do so under the Agreement where the subscription of the Mobile Device or this Agreement is terminated by Us, You must pay to Us, subject to clause 2.3.2, the Non-Return Fee on the first day of each successive month from the date on which the Mobile Device was required to be returned, until the Mobile Device has been returned to Us in compliance with the requirements of clause 4.3; and
  - (d) if, in the case of a Mobile Device returned to Us under the Agreement (including without limitation on or following termination or expiry of the Agreement or the Mobile Device subscription), the Mobile Device is determined by Us to be a Damaged Device, You must pay, subject to clause 2.3.2, the Damage Fee for that applicable Mobile Device (at the time We notify You of that determination).
- 2.3.2 The total of all Non-Return Fees, the Damage Fee and the Non-Functioning Device Fee we may charge to You in relation to a Mobile Device is limited up to the fair market value of the Mobile Device in good working order upon expiry of the subscription period.
- 2.3.3 Any Non-Return Fee, Damage Fee or Non-Function Device Fee payable by You under this Agreement is a genuine pre-estimate of the damages which We would suffer by reason of the events contemplated them and is not a penalty.

## 2.4 Obligation to pay out and return Your Mobile Device upon occurrence of Acceleration Trigger Event

- 2.4.1 If an Acceleration Trigger Event occurs,
- (a) Your subscription of the Mobile Device and the Agreement with respect thereto terminates;
  - (b) other than in the case of an Excluded Event, an amount equal to the Outstanding Balance in respect of that Mobile Device becomes immediately due and payable by You to Us;
  - (c) You must pay to Us any other amounts due but unpaid, or payable under this Agreement (including, but not limited to, the amounts payable under clause 2.3.1 as applicable); and
  - (d) You must at your own expense return the Mobile Device to Us in compliance with the requirements of clause 4.3.

You agree that in relation to amounts payable under this clause, we may automatically deduct payment of such amounts as a lump sum, or as a series of smaller payments in accordance with clause 5.1.1 of the General Terms and Conditions.

- 2.4.2 If You believe You are in a situation of financial hardship, We invite You to contact Our Customer Service Team to discuss Your situation confidentially. Notwithstanding clause 2.4.1, if You demonstrate that You are unable to pay the amounts under 2.4.1 in one lump sum payment, We may (in Our discretion) offer You a period in which to pay such amounts (by reference to such factors as We consider reasonable in the circumstances, having regard to Your circumstances and Our legitimate commercial interests). You may also qualify for assistance in accordance with Our Payment Assistance Policy.

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2.4.3 If:

(a) Your subscription of the Mobile Device and the Agreement has terminated under clause 2.4.1, but, in all cases, other than where You have exercised the Customer Termination Option, or the 30-Day Cancellation Option;

(b) You make all the payments, and return the Mobile Device, to Us as required under clause 2.4.1;

(c) You do so within the subscription period but before the final six (6) months of the subscription period; and

(d) the value to Us of the returned Mobile Device at that time exceeds the value we estimated (as at the Agreement Start Time) the Mobile Device would have if returned in compliance with the requirements of clause 4.3 at expiry of the subscription period (the **Excess Amount**),

we will provide to you a credit equal to the Excess Amount.

## 2.5 Additional Customer Termination Option Condition

2.5.1 For the purposes of Your Customer Termination Option, including without limitation clause 4.1 of the General Terms and Conditions, as an additional Customer Termination Option Condition (as contemplated by paragraph (d) of the definition of Customer Termination Option Conditions set out in the General Terms and Conditions), the Mobile Device to be returned to us in accordance with clause 2.4 and the Customer Termination Option Conditions must not be a Non-Functioning Device (such circumstance being subject to clause 2.1.5).

## 3 Customer support in relation to Mobile Devices

### 3.1 Your satisfaction

3.1.1 Your satisfaction is extremely important to Us, so if You experience any problems with Your Mobile Device, We invite You to contact Our Customer Service Team, who will discuss with You Your various options.

3.1.2 Each of the Customer Rights (as defined in clause 3.2 below) is in addition to, and does not limit or exclude, Your rights under the Australian Consumer Law.

3.1.3 Where we have supplied to You a Mobile Device that is pre-owned or refurbished, the Mobile Device:

(b) will be supplied to you Unlocked and with all data removed;

(c) is fully tested to satisfy Our rigorous standards.

By applying for and ordering such a Mobile Device You acknowledge that such Mobile Device is pre-owned or refurbished, as the case may be, (and not new) and that the pricing terms for that Mobile Device reflect the fact that it is a pre-owned or refurbished device.

### 3.2 Our commitment to customer satisfaction – the Customer Rights

3.2.1 Consistent with Our commitment to Your satisfaction, our Mobile Devices benefit from:

(a) the Device Warranty Terms (please see clause 3.3 for further details),

(b) the 30-Day Cancellation Option (please see clause 3.4 for further details),

(collectively, the **Customer Rights**).

3.2.2 To exercise one of Your Customer Rights, You must complete a Mobile Device Return Form or contact Our Customer Service Team (contact details available here), who will provide You with the relevant instructions regarding how to return a Mobile Device before returning Your Mobile Device.

### 3.3 Device Warranty Terms

3.3.1 If Your Mobile Device becomes faulty during the subscription period through no fault of Yours (excluding Excluded Defects and any fault caused by circumstances within Your control) (a **Relevant Fault or Defect**), You may contact Our Customer Service Team or submit a Mobile Device Return Form to initiate consideration as to whether the Relevant Fault or Defect is covered by the manufacturer's warranty or under the Australian Consumer Law or under Our 12-Month Device Warranty in which case, We will replace or repair, or arrange for the replacement or repair of, the Mobile Device.

3.3.2 Every certified pre-owned or refurbished Mobile Device comes with a 12-month warranty from Us, under which We will (at Our election) replace or repair faults or defects with the Mobile Device (but excluding Excluded Defects) that arise through no fault of Yours (and is not caused by circumstances within Your control) (a **Relevant Fault or Defect**) within the first 12 months after the Agreement Start Time (the **12-Month Device Warranty**). Our 12-Month Device Warranty is in addition to, and does not limit or exclude, Your rights under the Australian Consumer Law. Should You believe that a Relevant Fault or Defect has arisen in respect of Your Mobile Device within that 12-month period, You must contact Our Customer Service Team (contact details available here) to initiate Your claim under the 12-Month Device Warranty, and the Returned Device Conditions in clause 4.3 must be satisfied before Your claim under the 12-Month Device Warranty can be successful.

3.3.3 If Your claim under clause 3.3.1 is:

(a) successful, the Shipping and Handling Fee will be borne by Us; and

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- (b) unsuccessful, You will be liable to pay the Shipping and Handling Fee (at the time We notify You of that determination), the Reversal Shipping and Handling Fee for the return of the Mobile Device to You, and any other fees associated with the cost of undertaking any agreed repair of the damage or fault.

3.3.4 You are responsible for any other expenses associated with submitting a claim under clause 3.3.1.

3.3.5 If you are provided with a replacement Mobile Device under the Device Warranty Terms or under a consumer guarantee in the Australian Consumer Law, this will be treated as if it was the Mobile Device originally provided to you under your subscription.

3.3.6 We note Mobile Devices you subscribe for from Us come with consumer 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 Your Mobile Device repaired or replaced if Your Mobile Device fails to be of acceptable quality and the failure does not amount to a major failure under the Australian Consumer Law. Your ability to choose a particular remedy will also depend on whether any failure to comply with a guarantee is a minor or major failure under the Australian Consumer Law. We can choose which remedy We may provide for a minor failure (being any failure which does not constitute a major failure). A major failure includes a problem where a Mobile Device would not have been purchased by a reasonable consumer who was fully aware of the problem, a Mobile Device is substantially unfit for its common purposes and cannot be fixed within a reasonable time or where a Mobile Device is unsafe.

## 3.4 Your 30-Day Cancellation Option

3.4.1 Without limiting Your other rights (including under the Australian Consumer Law), at any time within 30 days of the day on which the Agreement Start Time occurs, provided that Your Mobile Device is in Original Condition, You may elect to cancel the subscription of the Mobile Device by returning the Mobile Device to Us within such 30-day period (Your **30-Day Cancellation Option**) in compliance with the following:

- (a) You must contact Our Customer Service Team or submit a Mobile Device Return Form to advise that you wish to return the Mobile Device to Us under the 30-Day Cancellation Option;
- (b) You will then have a period of 7 days from the date thereof to return the Mobile Device to Us at Your own expense. If You fail to send the Mobile Device to Us within this period, you may not be able to return the Mobile Device under the 30-Day Cancellation Option and may be liable for the Reversal Shipping and Handling Fee in order to return to You the Mobile Device; and
- (c) the Mobile Device must be returned to Us in Original Condition and in accordance with all other applicable requirements of clause 4.3.

3.4.2 Each of the conditions in clause 3.4.1 must be satisfied within the 30-day period before Your claim under the 30-Day Cancellation Option can be successful.

3.4.3 Where You elect to return the Mobile Device in accordance with the 30-Day Cancellation Option, We will (upon receipt of that Mobile Device) undertake the Returned Device Assessment to determine whether the Mobile Device is in Original Condition and We will promptly notify You of the result of the Returned Device Assessment (and the reasons for that assessment).

3.4.4 You will remain liable to pay any Monthly Instalments that become due up to the date We receive Your returned Mobile Device and we may debit any Monthly Instalments that become due from Your Nominated Card.

3.4.5 If We are not satisfied that the returned Mobile Device meets the conditions in clause 3.4.1 and 3.4.2 or that the Returned Device Assessment confirms that the returned Mobile Device is not in Original Condition, We will contact You to arrange to return the relevant Mobile Device back to You (in which case You will be liable to pay the Shipping and Handling Fee and/or the Reversal Shipping and Handling Fee, as applicable).

## 4 Return of Your Mobile Device

### 4.1 Mobile Device Return

4.1.1 Upon expiry of the subscription period for the Mobile Device, or on any earlier termination of this Agreement or the Mobile Device subscription (other than in accordance with the 30-Day Cancellation Option), in addition to any other obligations and amounts payable under this Agreement, the Mobile Device subscription ceases / terminates and You must at your own expense return the Mobile Device to Us in compliance with the requirements in clause 4.3, including without limitation in compliance with the Returned Device Conditions. You will be liable for Non-Return Fees in accordance with clause 2.3 if You fail to return the Mobile Device as contemplated under this clause.

### 4.2 Returns process and the Returned Device Assessment

4.2.1 In order to submit any request pursuant to:

- (a) the 12-Month Device Warranty; or
- (b) the 30 Day Cancellation Option (Mobile Devices in Original Condition only),

You must first complete a Mobile Device Return Form or contact Our Customer Service Team (contact details available [here](#)), who will guide You through the process, and what You need to do to return Your Mobile Device to Us for assessment in accordance with this clause 4.2 and the processing of Your request (so that they may assist You in satisfying the Returned Device Conditions, as set out in clause 4.3).

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4.2.2 For every Mobile Device returned to Us in connection with any of the Customer Rights or upon or following termination or expiry of the Mobile Device subscription or this Agreement, We will (upon receipt of that Mobile Device) undertake an assessment of that returned Mobile Device to determine whether:

- (a) in the case that a return is for the purpose of making a claim under the Device Warranty Terms, the fault or damage to the Mobile Device is covered by the Device Warranty Terms (or a right you may have under the Australian Consumer Law);
- (b) in the case that a return is for the purpose of exercising the 30-Day Cancellation Option, that the Mobile Device is in Original Condition; or
- (c) in the case of a return upon or following termination or expiry of the Mobile Device subscription or the Agreement, that the Mobile Device is not a Damaged Device,

(the **Returned Device Assessment**).

4.2.3 We will promptly notify You of that determination (and Our reasons for the outcome of the Returned Device Assessment).

## 4.3 Returned Device Conditions

4.3.1 When returning any Mobile Device (whether in connection with a Customer Right or as otherwise required under this Agreement, including without limitation clause 4.1.1), please note that You must at Your own expense return the Mobile Device to Us (or our nominated representative) to the address nominated by Us to You, and You agree that the returned Mobile Device will be submitted for a Returned Device Assessment and that each of the following conditions (the **Returned Device Conditions**) must be satisfied by You:

- (a) the returned Mobile Device must correspond with the relevant details in Our system (such that the Mobile Device returned matches the Mobile Device registered to the relevant Account);
- (b) the returned Mobile Device must be Wiped and Unlocked;
- (c) where requested by Our Customer Service Team, You must have collected reasonable and clear photographic or video evidence of the condition of Your Mobile Device at the time of sending it to Us (and have sent such evidence through in accordance with any reasonable directions from Our Customer Service Team);
- (d) in the case of the return of a Mobile Device under a Customer Right, the relevant Account must not be in arrears either:
  - (i) at the time You submit Your request to Us; or
  - (ii) when the request has been processed,(but please note that Our Customer Service Team can assist You in bringing the Account up to date so that Your request may be completed); and
- (e) in the case of the return of a Mobile Device under the Device Warranty Terms, where You are not an Australian Citizen or Permanent Resident, You must have a valid visa with an expiry date falling after the scheduled expiry of the subscription period. You agree that:
  - (i) We may ask You for certified copies of documents verifying Your visa entitlements; and/or
  - (ii) You authorise Us to verify details in connection with Your visa entitlements or immigration status using third party sources (including without limitation, through the Department of Home Affairs Visa Entitlement Verification Online (VEVO) system).

4.3.2 Where the Returned Device Conditions are:

- (a) satisfied, We will proceed with the Returned Device Assessment as contemplated under this clause 4; or
- (b) not satisfied (for example, because the Mobile Device You returned is not the correct Mobile Device, You are in arrears, or You have not met the visa requirements), We will contact You to either:
  - (i) provide assistance to ensure any outstanding Returned Device Conditions can be satisfied; or
  - (ii) in the case of a purported return under a Customer Right, return the relevant Mobile Device back to You (in which case You will be liable to pay the Shipping and Handling Fee and/or the Reversal Shipping and Handling Fee, as applicable).

4.3.3 If, in the case of a Mobile Device return upon or following termination or expiry of the Mobile Device subscription or the Agreement, the Returned Device Assessment determines that the Mobile Device is a Damaged Device, You will be liable to pay the Damage Fee (at the time We notify You of that determination).

## 4.4 Wiping and Unlocking of returned Mobile Devices

4.4.1 When returning any Mobile Device, You:

- (a) agree that, where the Mobile Device has not been Wiped, We may (in accordance with Our returns procedure) Wipe any and all data from such Mobile Device (whether or not such Mobile Device is the correct Mobile Device); and
- (b) acknowledge that such data may be irretrievably lost and further acknowledge Our disclaimer of liability in accordance with clause 4.5.

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4.4.2 We recommend that, before returning any Mobile Device, You please refer to relevant manufacturer instructions for assistance on how to ensure that such Mobile Device has been effectively:

- (a) Wiped (after performing a back-up of any relevant data You wish to retain); and
- (b) Unlocked.

## 4.5 Disclaimer of liability for returned Mobile Devices and SIMs

4.5.1 Where You have returned an incorrect Mobile Device, You agree that unless and until You return the correct Mobile Device, You will remain liable for the correct Mobile Device You ought to have returned pursuant to Your request (unless and until You return that Mobile Device as intended or required).

4.5.2 Please note that We will not accept any liability for any SIM, or any data stored on that SIM or any Mobile Device returned to Us (whether or not such Mobile Device is the correct Mobile Device), and We cannot ensure that any SIM left in, or any data not wiped from, a SIM or Mobile Device can or will be returned to You.

4.5.3 You acknowledge that You retain all liability in respect of a Mobile Device (whether it is Your existing Mobile Device or a replacement Mobile Device) that You are seeking to return under the Device Warranty Terms or the 30-Day Cancellation Option (available for mobile phones in Original Condition) or as otherwise required under this Agreement, including without limitation under clause 4.1.1 until such Mobile Device has been received by or on behalf of Us (at which time Our liability in respect of that Mobile Device is limited to any direct loss suffered by You as a direct result of Our fraud, negligence or wilful default under this Agreement).

4.5.4 For clarity, this clause 4.5 relates to returns made in connection with the Customer Rights or as otherwise required under this Agreement, and does not apply to returns made under the Australian Consumer Law, and does not affect Your rights under Australian Consumer Law.

## 5 Dictionary for this document

5.1.1 A capitalised term that is not otherwise defined in these Mobile Device Subscription Terms has the same meaning as in the General Terms and Conditions.

5.1.2 Each of the following capitalised terms have the corresponding meaning in these Mobile Device Subscription Terms.

**30- Day Cancellation Option** has the meaning given in clause 3.4.1.

**Acceleration Trigger Event** means, any one or more of the following events:

- (a) termination by Us of the Mobile Device subscription and/or the Agreement in accordance with the terms of the Agreement, including without limitation as contemplated by clause 4.2 of the General Terms and Conditions; or
- (b) any termination by You of the Agreement (including under the Customer Termination Option).

**Account** has the meaning given in the General Terms and Conditions.

**Account Holder** has the meaning given in the General Terms and Conditions.

**Affected Obligation** has the meaning given in the General Terms and Conditions. Agreement has the meaning given in the General Terms and Conditions.

**Australian Consumer Law** has the meaning given in the General Terms and Conditions.

**Customer Rights** has the meaning given in clause 3.2.1.

**Customer Service Team** means Our customer service team, contactable in accordance with clause 11 of the General Terms and Conditions.

**Customer Termination Option** has the meaning given in the General Terms and Conditions.

**Damage Fee** means the fee determined as such with reference to Our Mobile Device Subscription Damages Policy outlined [here](#).

**Damaged Device** means a Mobile Device which is determined to be damaged in accordance with Our Mobile Device Subscription Damages Policy outlined [here](#).

**End User** has the meaning given in the General Terms and Conditions.

**Excluded Defects** means damage to a Mobile Device screen or housing (including visible scratches, marks, chips or cracks), faults caused by physical damage, water or liquid damage, battery wear (including from normal use), faults or damage cause by You, another person or by accident (unless the Mobile Device was already faulty or damaged at the time of delivery to You and you provide proof of such damage within 3 days of receiving the Mobile Device).

**Excluded Event** means:

- (a) an Acceleration Trigger Event under paragraph (b) of its definition which is a termination by You of the Agreement (including under the Customer Termination Option) as a direct result of:
  - (i) a change We have made to this Agreement without Your consent, and which has had, or will have, a material adverse effect on You and Your right to possess and use the Mobile Device under the Mobile Device subscription;

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- (ii) any failure by Us to comply with any material obligation relating to the Mobile Device, which has had, or will have, a material detrimental effect on You and Your right to possess and use the Mobile Device under the Mobile Device subscription (including where We are excused from performance due to that material obligation being an Affected Obligation); or
  - (iii) Your election to return the Mobile Device under the 30-Day Cancellation Option (which shall be addressed in accordance with clause 3.4); or
- (b) an event has been agreed formally in writing between You and Us to be an Excluded Event or an exception to the Acceleration Trigger Events (for example, as a result of a successful claim for payment assistance).

**Fair Go Policy** has the meaning given in the General Terms and Conditions.

**Payment Assistance Policy** has the meaning given in the General Terms and Conditions.

**General Terms and Conditions** means the "General Terms and Conditions" as published by Us on the Website (as amended from time to time in accordance with this Agreement).

**Mobile Device** has the meaning given in the General Terms and Conditions.

**Mobile Device Return Form** means an online form for reporting a fault or requesting or notifying of the return of a Mobile Device when required or exercising a Customer Right provided online through the Website.

**Mobile Device Subscription Order Form** has the meaning given in the General Terms and Conditions.

**Mobile Device Subscription Terms** means this document, as may be updated from time to time.

**Monthly Instalment** means, in respect of a Mobile Device, the monthly instalment specified in the relevant Mobile Device Subscription Order Form.

**Monthly Payment Date** means, in respect of a Mobile Device subscription:

- (a) the first Monthly Payment Date is the day on which the Agreement Start Time occurs; and
- (b)
  - (i) where the first Monthly Payment Date occurs on the 1<sup>st</sup> to the 28<sup>th</sup> day (inclusive) of a calendar month, the same day in each successive calendar month thereafter as the day in the calendar month of the first Monthly Payment Date; or
  - (ii) where the first Monthly Payment Date occurs on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of a calendar month, the first day of each successive calendar month occurring after the calendar month immediately after the month in which the first Monthly Payment Date occurred; and
- (c) the last Monthly Payment Date is the last day of the subscription period.

**Nominated Card** has the meaning given in the General Terms and Conditions.

**Non-Functioning Device** means a Mobile Device which is determined to be non-functioning in accordance with Our Mobile Device Subscription Damages Policy outlined [here](#).

**Non-Functioning Device Fee** means the fee determined as such with reference to Our Mobile Device Subscription Damages Policy outlined [here](#).

**Website** has the meaning given in the General Terms and Conditions.

**Original Condition** means, in the case of a Mobile Device that was provided new, the Mobile Device in its original packaging, unopened, and in its original, undamaged condition, and, in the case of a Mobile Device that was provided as a refurb or pre-owned device, the Mobile Device accompanied by its original packaging (whether or not opened) and in its original, undamaged condition.

**Outstanding Balance** means, at any time and in relation to a Mobile Device, the sum of the following:

- (a) if the Mobile Device is not a Non-Functioning Device, and You exercise the Customer Termination Option in accordance with the terms of this Agreement (including, but not limited to, all Customer Termination Option Conditions and the requirement to return the Mobile Device to Us in accordance with the clause 2.4.1) and do so:
  - (i) within the subscription period but before the final six (6) months of the subscription period, the amount determined by: (x) subtracting the sum of six (6) sum of Monthly Instalments, from (y) the sum of all Monthly Instalments which would, but for early termination or the occurrence of the relevant event, become due and payable during the remainder of the subscription period; or
  - (ii) within the final 6 months of the subscription period for the subscription of the Mobile Device, zero;
- (b) unless paragraph (a) of this definition applies, the sum of all Monthly Instalments which would, but for early termination or the occurrence of the relevant event, become due and payable during the remainder of the subscription period.

**Relevant Fault or Defect** has the meaning given in clause 3.3.1.

**Returned Device Assessment** has the meaning given in clause 4.2.1.

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**Returned Device Conditions** has the meaning given in clause 4.3.

**Reversal Shipping and Handling Fee** means \$30.

**Shipping and Handling Fee** means \$15.

**Unlocked** means a Mobile Device that is unlocked (including, for example, removing all passwords and any cloud-based security).

**We, Us and Our** have the meaning given in the General Terms and Conditions.

**Wiped** means a Mobile Device in respect of which a process has been undertaken to wipe all data from that MobileDevice (and Wipe and Wiping have a corresponding meaning).

**You and Your** have the meaning given in the General Terms and Conditions.