

Our Customer Relationship Agreement MOBILE HANDSET 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 4 of this Service Description.

1. ABOUT THE MOBILE HANDSET HARDWARE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Mobile Handset Hardware description of our CRA under which we supply our Mobile Handset Hardware (**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 are defined in our Pricing Schedule.

What is the Mobile Handset Hardware?

- 1.4 The Hardware and the relevant pricing of Hardware are outlined in the Pricing Schedule.

Eligibility

- 1.5 The Hardware is available to our existing customers with a residential or business Broadband Service and a residential or business Mobile Voice Service. The Hardware cannot be purchased as a stand-alone product.

2. MOBILE HANDSET SPECIFICS

Mobile Voice Equipment

- 2.1 The Mobile Voice Service provides the option to purchase mobile handset hardware on:

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- (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
 - (b) outright purchase of the handset cost in full.
- 2.2 A repayment plan is only available if a Mobile Voice Service exists on an account which does not already have a bundled repayment plan, or when selecting a Mobile Voice Service during signup.
- 2.3 If you close or churn a Mobile Voice Service bundled with a repayment plan, or you cancel your Broadband Service, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.
- 2.4 According to your selections in your application, we will supply you with a SIM, micro SIM or nano SIM, for use with the Service.

Warranty

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

Limits on mobile handsets for residential customers

- 2.6 If you:
- (a) are a residential customer; 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.

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

3. CHARGES AND BILLING

Charges

3.1 You must pay the charges for the service set out in the Pricing Schedule and any other charges set out in your application in accordance with the General Terms and any applicable provisions in the Pricing Schedule.

Part period (pro-rata) charges

The following terms apply if you are on a Mobile Handset Payment Plan:

3.2 When the Mobile Handset is activated you will be charged a pro-rata fee of the monthly amount on the payment plan selected by you from the activation date until

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the last day of the first calendar month of the Payment Plan.

Variation of charges

- 3.3 Subject to clauses 1.3 – 1.8 of our CRA, we may vary the Payment Plan charges and any other charges 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.
- 3.4 If the variation has more than a minor detrimental impact on you, you may cancel the service in accordance with the General Terms.

Bills

- 3.5 We will endeavour to bill you on the same day each month commencing from the Payment Plan commencement date in accordance with the Mobile Handset selected by you.
- 3.6 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 (toolbox) website using the call tracker and is available 24 hours, 7 days a week.

Payment

- 3.7 You must pay the charges for the service by a payment method reasonably acceptable to us, including via direct debit payment from your credit card or nominated bank account.
- 3.8 If you choose to provide us with your credit card details for the purposes of paying for the service, 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.
- 3.9 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).

4. DEFINITIONS

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

Mobile Handset Hardware means the hardware described in clause 1.

Mobile Plan means the options described in the Pricing Schedule.

SIM means a portable memory chip used in cellular telephones.