

MOBILE EXTRAS

PRODUCT DISCLOSURE STATEMENT

ISSUED
BY 

AUSTRALIA PTY LTD
ABN 52 631 111 861
AFSL 525628

DATE OF PREPARATION: 08 NOVEMBER 2022

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PART A: IMPORTANT INFORMATION

About this Product Disclosure Statement (PDS)

This PDS sets out the significant benefits, risks, limitations and terms and conditions of JB Hi-Fi Mobile Extras. You should read this document in full and carefully before purchasing a plan. Keep this document in a safe place together with your proof of purchase.

The terms and conditions of JB Hi-Fi Mobile Extras are included in Part B of this PDS. It is also important that you read the terms and conditions before purchasing a JB Hi-Fi Mobile Extras plan.

We may update this PDS from time to time. If we do so, we will send you a new PDS or a supplementary PDS. Where an amendment is not material, we may provide the updated information on our website: www.squaretrade.com.au.

All monetary amounts in this PDS are in Australian dollars (and are inclusive of GST).

This PDS can only be given to persons in Australia and is not an offer or invitation to anyone outside of Australia.

Contact Details

JB Hi-Fi Mobile Extras is issued by SquareTrade Australia Pty Ltd
ABN 52 631 111 861
AFSL 525628 (SquareTrade)

You can contact SquareTrade using the following details:

Call us: 1800 430 831

SquareTrade has appointed JB Hi-Fi Group Pty Ltd ABN 37 093 114 286 AR Number: 472876 (JB Hi-Fi) as its authorised representative to distribute and deal in JB Hi-Fi Mobile Extras plans.

You can contact JB Hi-Fi using the online “Contact Us” form available at:

<https://support.jbhifi.com.au/hc/en-au/requests/new>

JB HI-FI MOBILE EXTRAS – SUMMARY BENEFITS TABLE

JB Hi-Fi Mobile Extras is a membership program, which aims to help you get the most out of your new mobile phone or iPad device (each, a “Device”). JB Hi-Fi Mobile Extras is not an insurance product and is not issued by an insurer authorised by the Australian Prudential Regulation Authority.

There are two different types of JB Hi-Fi Mobile Extras plans: Monthly Subscription Plans and Fixed Term Plans. The table below summaries the benefits available under each type of JB Hi-Fi Mobile Extras plan.

Feature	Mobile Phones		iPads	
	Monthly Subscription Plan	Fixed Term Plan (12 months or 24 months for Devices under \$1,000) (24 months only for Devices \$1,000 and above)	Monthly Subscription Plan	Fixed Term Plan (12 months or 24 months for Devices under \$1,000) (24 months only for Devices \$1,000 and above)
Technical support for your Device Please refer to clause 7 for further details.	✓	✓	✓	✓
Mobile Security Software for your Device Please refer to clause 8 for further details.	✓	✓	✓	✓
Swap Anytime This feature gives you the right to return your Device to SquareTrade at any time, for any reason and in return receive an equivalent refurbished Replacement Device. Please refer to clause 9 for further details.	Up to a maximum of 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features in each 12-month period starting on the Commencement Date and each anniversary of the Commencement Date (whilst your Monthly Subscription Plan remains current).	12 month plans: Up to a maximum of 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features whilst your Fixed Term Plan remains current and has not expired. 24 month plans: Up to maximum of 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features in each 12-month period starting on the Commencement Date and the first anniversary of the Commencement Date (whilst your Fixed Term Plan remains current and has not expired).	Up to maximum of 2 Swap Anytime service requests in each 12-month period starting on the Commencement Date and each anniversary of the Commencement Date (whilst your Fixed Term Plan remains current and has not expired).	12 month plans: Up to a maximum of 2 Swap Anytime service requests whilst your Fixed Term Plan remains current and has not expired. 24 month plans: Up to a maximum of 2 Swap Anytime service requests in each of the 12 month periods starting on the Commencement Date and the first anniversary of the Commencement Date (whilst your Fixed Term Plan remains current and has not expired).

Front Screen or Back Glass Replacement	✓	✓	✗	✗
T Please refer to clause 10 for further details. Note: Depending on the model and condition of your mobile phone Device, the screen or back glass of your mobile phone Device may not be able to be replaced. If the screen of your mobile phone Device is not able to be replaced, an equivalent Refurbished Replacement Device will be provided to fulfil your Front Screen or Back Glass Replacement service request and a higher service fee will apply. See clause 10.2 and clause 10.5 for further details.	Up to a maximum of 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features in each 12 month period starting on the Commencement Date (whilst your Monthly Subscription Plan remains current).	12 month plans: Up to a maximum of 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features whilst your Fixed Term Plan remains current and has not expired. 24 month plans: Up to maximum of 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features in each 12-month period starting on the Commencement Date and the first anniversary of the Commencement Date (whilst your Fixed Term Plan remains current and has not expired).		

COSTS OF JB HI-FI MOBILE EXTRAS

You will be required to pay Membership Fees for your JB Hi-Fi Mobile Extras plan as set out in the table below (all amounts stated are inclusive of GST).

	Monthly Subscription Plan	Fixed Term Plan	
		Device less than \$1,000	Device \$1,000 or above
Membership Fee	\$12.99 per month*	\$99 for 12-month plans or \$179 for 24-month plans*	\$249 for 24-month plans*

* The Membership Fee could be different if you purchased your JB Hi-Fi Mobile Extras plan during a promotional period in which case your Membership Fee will be at the promotional price as described in the promotional materials.

Additional service fees apply when you make a Swap Anytime service request or if your Device is a mobile phone and you make a Front Screen or Back Glass Replacement service request, as set out in the table below (all amounts stated are inclusive of GST).

	Mobile Phones	iPads
Swap Anytime service fee**	\$149	\$65
Front Screen or Back Glass Replacement service fee (Back Glass replacement not available on iPhone SE and iPhone models released prior to iPhone 12)	\$45 for Front Screen replacement (if front screen is able to be replaced); \$45 for Back Glass replacement (if back glass is able to be replaced); or \$149 for Refurbished Replacement Device (if front screen or back glass is not able to be replaced and replacement Device provided instead)	N/A – Front Screen or Back Glass Replacement feature not available.

** Additional charges may apply if you do not return your Device to SquareTrade as required under clause 9.

SIGNIFICANT RISKS

Some risks of holding a JB Hi-Fi Mobile Extras plan include:

- **Device is lost or stolen:** if your Device is stolen or is otherwise lost, you will not be able to make a Swap Anytime service request or a Front Screen or Back Glass Replacement service request. Additionally, you may not be able to utilise the Technical Support and Mobile Security Software features of your JB Hi-Fi Mobile Extras plan;
- **Product or fee changes:** SquareTrade has the right to amend the terms and conditions of JB Hi-Fi Mobile Extras plan in certain circumstances, by providing not less than 30 days' written notice to you (see clause 12.2). This may result in some of the features of your JB Hi-Fi Mobile Extras plan being varied or removed and/or the services fees payable increasing;
- **Additional service fees:** if your Device is disabled, locked or IMEI blocked or does not have all genuine parts, then additional service fees may apply if you make a Swap Anytime service request;
- **Replacement device coverage:** if your Device is replaced under the manufacturer's warranty, JB Hi-Fi Voluntary Warranty or the Australian Consumer Law, you will need to ensure that your replacement device is added to your JB Hi-Fi Mobile Extras plan in order to be able to access some features of JB Hi-Fi Mobile Extras plan for that replacement device;
- **Personal data:** you will need to remove your SIM card and delete all data from your Device and restore it to factory settings before you make a Swap Anytime or Front Screen or Back Glass Replacement service request. If you do not do this, we may delete this information whilst fulfilling your service request. It is important that you keep a separate record of all your data before you make a service request;
- **Not insurance:** JB Hi-Fi Mobile Extras is not an insurance product and SquareTrade is not an insurer authorised by the Australian Prudential Regulation Authority to conduct an insurance business in Australia; and
- **Cancellation:** If you choose to cancel your JB Hi-Fi Mobile Extras plan after expiry of the cooling off period, you may not receive a refund for Membership Fees already paid. Please note that once your JB Hi-Fi Mobile Extras plan is cancelled (for whatever reason including, without limitation, your failure to pay the monthly subscription fee), we are unable to reinstate your JB Hi-Fi Mobile Extras plan and are unable to sell a new JB Hi-Fi Mobile Extras plan to you for the same Device.

There may be other risks relevant to you that are not detailed in this PDS. It is important that you also consider these other risks before you make any decision to acquire a JB Hi-Fi Mobile Extras plan.

COMPLAINTS

If you have any complaints regarding JB Hi-Fi Mobile Extras plan, including any complaints regarding the handling of your service request or the actions of SquareTrade or JB Hi-Fi, you can contact SquareTrade by calling **1800 430 831**.

SquareTrade will put you in contact with someone who can help to resolve the complaint. SquareTrade will attempt to resolve the matter in accordance with its Internal Dispute Resolution process. To obtain a copy of our procedures, please contact SquareTrade.

A dispute can be referred to the Australian Financial Complaints Authority (**AFCA**), subject to the AFCA Rules, if you are dissatisfied with how SquareTrade managed your complaint in accordance with its Internal Dispute Resolution process. Its services are independent and SquareTrade is bound by determinations made by it in accordance with its terms of reference. AFCA's contact details are:

Australian Financial Complaints Authority
Call: 1800 931 678
Mail: GPO Box 3, Melbourne VIC 3001
Email: info@afca.org.au
Website: afca.org.au

PART B: TERMS AND CONDITIONS OF JB HI-FI MOBILE EXTRAS

1. Definitions

In this PDS, some words have special meanings:

- (a). **Business Day** means a day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;
- (b). **Commencement Date** means the date on which you purchased your JB Hi-Fi Mobile Extras plan;
- (c). **Device** means the mobile phone or iPad device registered to your JB Hi-Fi Mobile Extras plan;
- (d). **Device Returns Centre** means SquareTrade's device returns centre (as advised to you by SquareTrade from time to time);
- (e). **Force Majeure Event** means any act of God, natural disaster, pandemic, war, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances, a governmental restraint, a shortage or unavailability of goods or transportation;
- (f). **JB Hi-Fi Voluntary Warranty** means JB Hi-Fi Refunds & Warranties Policy, available from <https://www.jbhifi.com.au/pages/refunds-and-warranties-guide>;
- (g). **Membership Fees** means:
 - (i). in respect of Monthly Subscription Plans, \$12.99 (including GST) per month;
 - (ii). in respect of Fixed Term Plans:
 - (1). If the original purchase price paid by you for your Device is less than \$1,000, \$99 (including GST) for a 12-month Fixed Term Plan or \$179 (including GST) for a 24-month Fixed Term Plan.
 - (2). If the original purchase price paid by you for your Device is equal to or greater than \$1,000, \$249 (including GST) for a 24-month Fixed Term Plan.The Membership Fee could be different if you purchased your JB Hi-Fi Mobile Extras plan during a promotional period in which case your Membership Fee will be at the promotional price as described in the promotional materials;
- (h). **Mobile Security Software** means Trend Micro Mobile Suite security software (or such other replacement mobile security software as SquareTrade determines from time to time);
- (i). **Personal Information** means personal information within the meaning given to that term in the Privacy Act 1988 (Cth).

2. Types of JB Hi-Fi Mobile Extras plans

- 2.1. There are different types of JB Hi-Fi Mobile Extras plans which you may purchase:
 - (a). JB Hi-Fi Mobile Extras plans under which you are required to pay the applicable Membership Fees on a monthly basis (**Monthly Subscription Plans**); and

- (b). JB Hi-Fi Mobile Extras plans under which you are required to pay all applicable Membership Fees upfront at the time you purchase a JB Hi-Fi Mobile Extras plan (**Fixed Term Plans**).
- 2.2. Monthly Subscription Plans have a term of 1 month starting on the Commencement Date. These plans automatically renew at the end of each 1 month term (including any renewal term under this clause 2.2) for a further 1 month term until cancelled in accordance with clause 5 prior to the end of the then current term.
- 2.3. Fixed Term Plans have a term of 12 or 24 months depending on the length of Fixed Term Plan that you purchased as stated on your receipt, commencing on the Commencement Date, unless cancelled earlier in accordance with clause 5. SquareTrade may offer you the option of purchasing an additional term prior to the expiry of your existing Fixed Term Plan.
- 2.4. Both Monthly Subscription Plans and Fixed Term Plans provide you with complimentary technical support for technical problems with your Device, Mobile Security Software, and discounted access to the following services: Swap Anytime and, for mobile phones only, Front Screen or Back Glass Replacement for any reason.
- 2.5. JB Hi-Fi Mobile Extras plans do not provide an indemnity for loss or reimbursement of costs incurred by you or any other person acting on your behalf. Where payment is required to be made to a third party service provider for the provision of services required to deliver the benefits under your JB Hi-Fi Mobile Extras membership, SquareTrade will pay the service provider the costs and charges that SquareTrade has negotiated with them.

3. Important note regarding faulty products and service requests

- 3.1. If your Device is faulty, before making a service request you should contact JB Hi-Fi to check whether you are entitled to a refund, replacement or repair of your Device under the Australian Consumer Law or JB Hi-Fi Voluntary Warranty.
- 3.2. You can do this by contacting any JB Hi-Fi store or by submitting an enquiry via the "Contact Us" feature of JB Hi-Fi website <https://support.jbhifi.com.au/hc/en-au/requests/new>.

4. Purchasing a JB Hi-Fi Mobile Extras plan

- 4.1. To purchase a JB Hi-Fi Mobile Extras plan, you need to:
 - (a). buy a new Device on an outright basis (and pay for the Device in full) from JB Hi-Fi;
 - (b). register that Device on a JB Hi-Fi Mobile Extras plan in full working condition as part of the Device purchase process;
 - (c). provide SquareTrade or its authorised representative with a mobile phone number and a valid email address to which notices can be sent in connection with your JB Hi-Fi Mobile Extras plan; and
 - (d). if you purchase a Fixed Term Plan, pay the Membership Fees to SquareTrade or its authorised representative at the time you purchase your JB Hi-Fi Mobile Extras plan.
- 4.2. If you purchase a Monthly Subscription Plan, you:
 - (a). will be charged the Membership Fees by SquareTrade each month until:

- (i). you cancel your subscription to your JB Hi-Fi Mobile Extras plan; or
- (ii). SquareTrade cancels your subscription to your JB Hi-Fi Mobile Extras plan in accordance with clause 5; and
- (b). will be required to provide a direct debit authority for the purposes of allowing charges on a debit or credit card for payment to be taken each month of the applicable Membership Fees. Such payment will be taken via the direct debit authority provided by you (or any replacement direct debit authority provided by you via the SquareTrade website from time to time) on:
 - (i). the day you first subscribe to your JB Hi-Fi Mobile Extras plan; and
 - (ii). the corresponding day in each subsequent calendar month.
- 4.3. You can only subscribe to a JB Hi-Fi Mobile Extras plan at the time you purchase the Device that you wish to be covered by your JB Hi-Fi Mobile Extras plan. You cannot purchase a JB Hi-Fi Mobile Extras plan at some later time.
- 4.4. You can only purchase JB Hi-Fi Mobile Extras plan for Devices which are used for personal use. Further, only individuals, not companies, may purchase JB Hi-Fi Mobile Extras plan. For example, you may not register JB Hi-Fi Mobile Extras plan under an Australian Business Number (ABN) or individual ABN.

5. Cancellation of JB Hi-Fi Mobile Extras plan

- 5.1. For both Monthly Subscription Plans and Fixed Term Plans, you are entitled to a 30-day cooling off period, starting on the date you receive confirmation of your purchase. During this cooling off period, you can cancel your plan and get a full refund as long as you haven't submitted a Swap Anytime, a Front Screen or Back Glass Replacement service request.
- 5.2. If you purchased a Monthly Subscription Plan, you may cancel your subscription at any time after the cooling off period by:
 - (a). visiting the Manage My Plans section of squaretrade.com.au and completing a cancellation request; or
 - (b). calling SquareTrade on 1800 430 831
- 5.3. If you cancel your Monthly Subscription Plan in accordance with clause 5.2:
 - (a). you will not be required to pay any further Membership Fees after the date of your cancellation;
 - (b). you will not receive a refund of any Membership Fees where payment was taken prior to your cancellation; and
 - (c). your subscription will end at 11:59pm (Melbourne time) on the day prior to the date on which the next payment was due to be taken in accordance with clause 4.2(b).
- 5.4. If you purchased a Fixed Term Plan, you may cancel your Fixed Term Plan after the cooling off period by contacting SquareTrade on 1800 430 831 if SquareTrade provides you with notice under clause 12.2 of any variation to these terms and conditions. You must cancel within 30 days of us providing you with such notice. You will receive a pro rata refund of the Membership Fees that you paid for your Fixed Term Plan reflecting the number of days left in the unexpired term of your Fixed Term Plan after the date on which you cancel your Fixed

Term Plan.

- 5.5. If you:
 - (a). purchased a Fixed Term Plan; and
 - (b). return your Device to JB Hi-Fi or the manufacturer of your Device before the end of your Fixed Term Plan and you have not received a replacement; and
 - (c). are provided with a refund under JB Hi-Fi Voluntary Warranty, under the ACL or the manufacturer's warranty for your Device; and
 - (d). have not submitted a Swap Anytime or Front Screen or Back Glass Replacement service request, then you will be entitled to request SquareTrade to cancel your Fixed Term Plan and receive a pro rata refund of the Membership Fees that you paid for your Fixed Term Plan reflecting the number of days in the unexpired term of your Fixed Term Plan after the date on which you returned your Device.
- 5.6. SquareTrade may cancel your JB Hi-Fi Mobile Extras plan with immediate effect by providing written notice to you if:
 - (a). where you purchased a Monthly Subscription Plan, you have not paid your monthly Fee within 7 days of the due date and SquareTrade have emailed you a reminder notice at least 14 days before the date of proposed cancellation;
 - (b). you breach these terms and have not remedied that breach within 14 days of SquareTrade asking you to do so;
 - (c). SquareTrade reasonably suspect that you, or someone else, has engaged in fraud or criminal activity in relation to your JB Hi-Fi Mobile Extras plan. To assess whether this is the case, SquareTrade may ask you to give us relevant information, including a copy of your driver's licence or other identity information or a statutory declaration;
 - (d). SquareTrade does not have the required information or received inaccurate information to complete the registration of your Device for JB Hi-Fi Mobile Extras. If SquareTrade is unsuccessful in its attempts to contact you or is unable to register your Device, then you won't be able to access the features of your JB Hi-Fi Mobile Extras plan, and SquareTrade will need to cancel your plan. In the event SquareTrade must cancel your plan, SquareTrade will contact you by email and provide a full refund; or
 - (e). SquareTrade has provided notice under clause 12.2(a) or 12.2(b) in which case you will be entitled to receive a pro rata refund of the Membership Fees that you paid for your Fixed Term Plan reflecting the number of days in the unexpired term of your Fixed Term Plan after the date on which you returned your Device. In such a situation, SquareTrade may offer to enrol you into an alternative upfront or monthly program.

6. Making a service request

- 6.1. In order to make a Swap Anytime service request or a Front Screen or Back Glass

Replacement service request, you can:

- (a). file an online service request at squaretrade.com.au; or
- (b). call SquareTrade on 1800 430 831.

- 6.2. If your Device is an Apple Device, then you can also make a Front Screen or Back Glass Replacement service request (iPhone only) and certain Swap Anytime service requests by visiting a Genius Bar at an Apple store or an Apple Authorised Service Provider (**AASP**).
- 6.3. In order to make a Swap Anytime service request or a Front Screen or Back Glass Replacement service request your JB Hi-Fi Mobile Extras plan must be current (and not expired or cancelled) and if you have purchased a Monthly Subscription Plan, you must be up-to-date with your payment of the monthly Membership Fees under clause 4.2(a).
- 6.4. You cannot make a Swap Anytime service request or a Front Screen or Back Glass Replacement service request by visiting a JB Hi-Fi store.
- 6.5. Before returning your Device to SquareTrade as part of a Swap Anytime service request or a Front Screen or Back Glass service request, you must:
 - (a). remove the SIM card and any personal and confidential information from your Device which information will be destroyed and cannot be retrieved; and
 - (b). disable all activation or Device locking features and reset your Device to factory settings.If you fail to return your Device to SquareTrade as required under these terms and conditions after making a Swap Anytime service request, SquareTrade may need to take payment from you in accordance with clause 9.4(c).
- 6.6. As a licensed second-hand dealer in Victoria, SquareTrade has legal obligations to verify the identity of the persons from whom it purchases second-hand goods.
- 6.7. If your Device is a mobile phone, you can make up to 2 service requests between the Swap Anytime and the Front Screen or Back Glass Replacement features of your JB Hi-Fi Mobile Extras Plan in each 12-month period (commencing on the Commencement Date and each anniversary of the Commencement Date) whilst your JB Hi-Fi Mobile Extras Plan remains current and has not expired. For example, in each such 12-month period, you could make:
 - (a). 2 Swap Anytime service requests;
 - (b). 2 Front Screen replacement service requests;
 - (c). 2 Back Glass replacement service requests;
 - (d). 1 Front Screen replacement and 1 Back Glass replacement service request;
 - (e). 1 Swap Anytime service request and 1 Front Screen replacement service request; or
 - (f). 1 Swap Anytime service request and 1 Back Glass replacement service request.
- 6.8. If your Device is an iPad:
 - (a). you can make up to 2 Swap Anytime service requests in each 12-month period (commencing on the Commencement Date and each anniversary of the Commencement Date) whilst your JB Hi-Fi Mobile Extras Plan remains current and has not expired; and

- (b). you cannot make any Front Screen Replacement or Back Glass Replacement service requests

7. Technical Support

- 7.1. Under your JB Hi-Fi Mobile Extras Plan, you may access telephone technical support for your Device by calling 1800 430 831.
- 7.2. If your Device is an Apple Device you'll get priority access to Apple experts through getsupport.apple.com for questions about your Device.
- 7.3. The technical support available under your JB Hi-Fi Mobile Extras plan is limited to advice in relation to technical problems with your Device.

8. Mobile Security Software

- 8.1. Under your JB Hi-Fi Mobile Extras plan, you will be provided with access to the Mobile Security Software during the term of your JB Hi-Fi Mobile Extras plan.
- 8.2. Access to the Mobile Security Software will be provided by a digital download and a redemption code which is provided to you via email or SMS to your registered email address or mobile phone number.
- 8.3. You acknowledge that before using the Mobile Security Software you will be required to agree to the terms and conditions available at https://www.trendmicro.com/en_au/about/legal.html?modal=en-english-multicountry-consumer-eulapdf#t4 (or such other terms and conditions as may be notified to you from time to time).

9. Swap Anytime Service Requests

- 9.1. Under your JB Hi-Fi Mobile Extras plan, you are entitled (subject to payment of the applicable service fee under clause 9.3) to return your Device to SquareTrade for any reason and receive from SquareTrade a refurbished device of the same make and model as your Device. If a refurbished device of the same make and model as your Device is not available, you will be provided a refurbished device of a similar make and model (each, a "**Refurbished Replacement Device**").
- 9.2. In order to make a Swap Anytime service request, your Device must (i) not be disabled, locked or IMEI blocked and (ii) have all genuine parts.
- 9.3. The service fee payable for Swap Anytime service requests varies depending on whether your Device is a mobile phone or an iPad and is as set out in the table below.

Service fee for Refurbished Replacement Device (Mobile)	Service fee for Refurbished Replacement Device (iPad)
\$149 (including GST)	\$65 (including GST)

- 9.4. If you lodge a Swap Anytime service request with SquareTrade:
- (a). you will be required to make payment to SquareTrade of the applicable service fee under clause 9.3;
 - (b). SquareTrade may require you to confirm to them in writing that you are the owner of the Device and are able to transfer ownership of your Device to SquareTrade free of any third-party interests; and
 - (c). You will be required to confirm that you will return your Device within 7 Business Days in accordance with these terms or otherwise agree that an amount equal to the cost of your Refurbished Replacement Device will be charged to the credit card used for the payment of your service fee (**Swap Security Pre-Authorisation**).
- 9.5. After completion of the steps referred to in clause 9.4:
- (a). SquareTrade will provide you with a Refurbished Replacement Device.
 - (b). after you have completed the steps described in clause 6.5, you must return your Device to SquareTrade at its Device Returns Centre in accordance with the instructions provided to you by SquareTrade (which will involve you taking your Device to an Australia Post office). If you do not so within 7 Business Days of the date on which you receive the Refurbished Replacement Device, then SquareTrade will take payment from your credit card, in accordance with the Swap Security Pre-Authorisation. If SquareTrade is unable to take payment from your credit card, it may seek to otherwise recover payment of the cost of your Refurbished Replacement Device from you; and
 - (c). upon receipt of your Device by SquareTrade at its Device Returns Centre, you will be taken to have transferred title of your Device to SquareTrade, and SquareTrade will be taken to have purchased your Device from you. Any SIM card or personal data you have not removed will be destroyed.
- 9.6. If you make a Swap Anytime Service request and receive a Refurbished Replacement Device, that Refurbished Replacement Device will automatically become your Device for the purposes of your JB Hi-Fi Mobile Extras plan.

10. Front Screen or Back Glass Replacement service requests (available for mobile phones only)

- 10.1. For Mobile Phones only: you are entitled to have the Front Screen or Back Glass of your Device replaced (subject to payment of the service fee under clause 10.5) for any reason. Back Glass replacement is not available on iPhone SE and iPhone models released prior to iPhone 12.
- 10.2. Depending on the type and condition of your Device, SquareTrade may be required to exchange your entire Device with a Refurbished Replacement Device rather than replacing the screen of your Device. For example, some devices do not allow the screen to be replaced. SquareTrade will notify you if this is the case when you lodge a service request.
- 10.3. During the process of Front Screen or Back Glass Replacement or Device replacement, any personal data stored on your Device may be destroyed. SquareTrade recommends making a

copy of all personal data stored on your Device prior to making a Front Screen or Back Glass Replacement service request.

- 10.4. Refurbished parts may be used to fulfil your Front Screen or Back Glass Replacement service request. All parts used (whether new or refurbished) will have the benefit of a minimum guarantee period of 30 days regardless of the remaining term of your Monthly Subscription Plan or Fixed Term Plan. This minimum guarantee is in addition to your rights under the Australian Consumer Law. We will replace your front screen and/or back glass or provide you with a Refurbished Replacement Device if the parts used to fulfil your Front Screen or Back Glass Replacement service request are defective during the minimum guarantee period. To make a claim under this guarantee, you should contact SquareTrade by going to squaretrade.com.au or calling SquareTrade at 1800 430 831. SquareTrade will arrange the screen and/or back glass replacement or replacement of your Device and reimburse your reasonable costs of claiming on this guarantee (with such reimbursement obligation capped at the purchase price of your registered device). You should advise SquareTrade of the costs you will incur before you incur them.

IMPORTANT NOTICE GIVEN UNDER THE AUSTRALIAN CONSUMER LAW Consumer Guarantees

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.

10.5. A service fee is payable for each Front Screen or Back Glass Replacement service request you make. The service fee depends on whether the screen or back glass of your Device is able to be replaced or if the entire Device needs to be exchanged. The applicable service fees are:

Service fee for Front Screen replacement	Service fee for Back Screen replacement	Service fee for Refurbished Replacement Device (Back Glass or Front Screen not able to be replaced)
\$45 (including GST)	\$45 (including GST)	\$149 (including GST)

10.6. When you lodge a service request for Front Screen or Back Glass Replacement at squaretrade.com.au or by calling SquareTrade on 1800 430 831:

- (a). you will be required to make payment of the service fee to SquareTrade or its nominated agent;
- (b). you will need to advise SquareTrade of your location within Australia, in order to determine the most suitable options to fulfil your service request;
- (c). you will be required to bring or send your Device (in accordance with the instructions provided to you by SquareTrade, which will involve you taking your Device to an Australia Post outlet) to SquareTrade's nominated service centre for fulfilment of your service request; and
- (d). once SquareTrade receives your Device, SquareTrade will replace the front screen or back glass of your Device and return your Device to you; if the front screen and/ or back glass of your Device is not able to be replaced, SquareTrade will send you a Refurbished Replacement Device.

10.7. If your Device is an Apple Device and you lodge a Front Screen or Back Glass Replacement service request at any Apple store or AASP:

- (a). you will be required to make payment of the service fee under clause 10.5 at the Apple store or AASP;
- (b). if the screen and/or back glass of your Device is able to be replaced, the replacement of the screen and/or back glass of your Device will be conducted at the Apple store or AASP in accordance with instructions provided to you at the time of visit; and
- (c). if the screen and/or back glass of your Device is not able to be replaced, you will be provided at the Apple store or AASP with a Refurbished Replacement Device. Apple may be required to refer you to SquareTrade for additional support.

11. Privacy

11.1. JB Hi-Fi will collect Personal Information from you for the purposes of arranging for SquareTrade to issue your JB Hi-Fi Mobile Extras plan to you. JB Hi-Fi will disclose this information to SquareTrade for the purposes of allowing SquareTrade to perform its obligations under these terms and conditions in relation to your JB Hi-Fi Mobile Extras plan.

11.2. You acknowledge and agree that JB Hi-Fi may also use any such Personal Information collected from you for the purposes of marketing its products and services to you and otherwise in accordance with its privacy policy (available at <https://www.jbhifi.com.au/pages/privacy-policy>), as may be updated from time to time.

11.3. SquareTrade may collect Personal Information from you when you make a Swap Anytime Service request or a Front Screen or Back Glass Replacement service request and when you access the technical support available under your JB Hi-Fi Mobile Extras plan.

11.4. You acknowledge and agree that SquareTrade will use and disclose any such Personal Information for the purposes of performing its obligations under these terms and conditions in relation to your JB Hi-Fi Mobile Extras plan.

11.5. SquareTrade will disclose any such Personal Information to JB Hi-Fi for the purposes of allowing JB Hi-Fi to perform its obligations in connection with your JB Hi-Fi Mobile Extras plan.

12. Other matters

12.1. No party to these terms and conditions will be in default or breach of these terms and conditions to the extent they are prevented or otherwise are unable to perform its obligations under these terms and conditions as a result of the effects of any Force Majeure Event.

12.2. SquareTrade may vary these terms and conditions by providing not less than 30 days' written notice to you by email, to the extent reasonably necessary to protect its legitimate interests, including:

- (a). where SquareTrade reasonably believes that it is not able to provide certain features to you (including as a result of events occurring after you first subscribe to your JB Hi-Fi Mobile Extras plan); and
- (b). to amend any amounts payable by you under these terms and conditions after such variation takes effect, where SquareTrade's costs of providing the benefits that you are entitled to under these terms and conditions materially change.

12.3. These terms and conditions are governed by the laws of the state of Victoria, Australia.

12.4. Each of the parties to these terms and conditions submit to the exclusive jurisdiction of the courts of the state of Victoria, Australia and the courts having jurisdiction to hear appeals from such courts.

MOBILE EXTRAS

ISSUED BY **square trade** AUSTRALIA PTY LTD
ABN 52 631 111 861
AFSL 525628



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