

THE GOOD GUYS®

**MOBILE
EXTRAS**

Issued by **square
trade**

**PRODUCT
DISCLOSURE
STATEMENT**

THE GOOD GUYS MOBILE EXTRAS PRODUCT DISCLOSURE STATEMENT

ISSUED BY SQUARETRADE AUSTRALIA PTY LTD

ABN 52 631 111 861

AFSL 525628

Date of Preparation: 31 August 2021

CONTENTS:

PART A: IMPORTANT INFORMATION	3-11
THE GOOD GUYS MOBILE EXTRAS - SUMMARY BENEFITS TABLE	4-5
COSTS OF THE GOOD GUYS MOBILE EXTRAS	6-7
SIGNIFICANT RISKS	8-10
COMPLAINTS	10
PART B: TERMS AND CONDITIONS OF THE GOOD GUYS MOBILE EXTRAS	12-27

PART A: IMPORTANT INFORMATION

ABOUT THIS PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS sets out the significant benefits, risks, limitations and terms and conditions of The Good Guys 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 The Good Guys Mobile Extras are included in Part B of this PDS. It is also important that you read the terms and conditions before purchasing a The Good Guys 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

The Good Guys 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 430 832

SquareTrade has appointed The Good Guys Discount Warehouses (Australia) Pty Ltd ABN 48 004 880 657 AR Number: 1292045 (**The Good Guys**) as its authorised representative to distribute and deal in The Good Guys Mobile Extras plans. You can contact The Good Guys using the online "Contact Us" form available at <https://www.thegoodguys.com.au/help-centre/contact-us>

THE GOOD GUYS MOBILE EXTRAS SUMMARY BENEFITS TABLE

The Good Guys Mobile Extras is a membership program, which aims to help you get the most out of your new mobile device (the "Device"). The Good Guys 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 The Good Guys Mobile Extras plans: Monthly Subscription Plans and Fixed Term Plans. The benefits for each type of The Good Guys Mobile Extras plan vary slightly. The table below summarises the benefits available under each type of The Good Guys Mobile Extras plan.

Feature	Monthly Subscription Plan	Fixed Term Plan	
		Device less than \$500	Device \$500 or 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.	✓	✓	✓
256GB Cloud Storage Please refer to clause 9 for further details.	✓	✗	✗
Upgrade Anytime This feature gives you the right to trade-in your Device to SquareTrade for a trade-in credit at a value assessed by SquareTrade, to be applied to the purchase of a new device of your choice from The Good Guys. Please refer to clause 10 for further details.	✓ Monthly Subscription Plans automatically terminate upon the trade-in of your Device to SquareTrade being completed, but if you purchase a new Monthly Subscription Plan for your new device the first 3 months Membership Fees for the new Monthly Subscription Plan will be waived.	✓ Fixed Term Plans automatically terminate upon the trade-in of your Device to SquareTrade being completed. If you purchase a new Monthly Subscription Plan for your new device the first 3 months Membership Fees for the new Monthly Subscription Plan will be waived.	✓ Fixed Term Plans automatically terminate upon the trade-in of your Device to SquareTrade being completed. If you purchase a new Monthly Subscription Plan for your new device the first 3 months Membership Fees for the new Monthly Subscription Plan will be waived.
Swap Anytime This feature gives you the right to return your Device to SquareTrade at any time, for any reason and in return receive a new or refurbished equivalent replacement device. Please refer to clause 11 for further details.	✓ Up to a maximum of 2 service requests between Swap Anytime and Screen 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).	✓ Up to 1 service request whilst your Fixed Term Plan remains current.	✓ Up to 1 service request whilst your Fixed Term Plan remains current as long as you have not made a Screen Replacement service request.
Screen Replacement Please refer to clause 12 for further details. Note: Depending on the model and condition of Your Device, the screen of your Device may not be able to be replaced. If the screen of your Device is not able to be replaced, a refurbished replacement device of the same model (or if the same model is not available, a similar model) will be provided to fulfil your Screen Replacement service requests and (a higher service fee will apply). See clause 12.2 and clause 12.5 for further details.	✓ Up to a maximum of 2 service requests between Swap Anytime and Screen 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).	✗	✓ Up to 1 service request whilst your Fixed Term Plan remains current as long as you have not made a Swap Anytime service request.

COSTS OF THE GOOD GUYS MOBILE EXTRAS

You will be required to pay Membership Fees for your The Good Guys Mobile Extras plan. Additional service fees apply when you make a Swap Anytime service request or a Screen Replacement service request. Although no service fees apply to Upgrade Anytime service requests, if you provide incorrect, inaccurate or incomplete information about the condition of Your Device to SquareTrade, you may be required to pay SquareTrade an additional amount (please refer to the Significant Risks section below for further details).

The table below summarises the costs of The Good Guys Mobile Extras. All amounts stated in the table below are inclusive of GST.

	Monthly Subscription Plan	Fixed Term Plan	
		Device less than \$500	Device \$500 or above
Membership Fee	\$12.99 per month	\$49	\$99
Swap Anytime service fee (if you elect to receive a refurbished replacement device)*	\$149	N/A—Refurbished replacement device option not available.	\$149
Swap Anytime service fee (if you elect to receive a new replacement device)*	\$249	\$129	\$249
Screen Replacement service fee	\$45 (if screen is able to be replaced) or \$149 (if screen is not able to be replaced and replacement device provided instead)	N/A – Screen Replacement feature not available	\$45 (if screen is able to be replaced) or \$149 (if screen is not able to be replaced and replacement device provided instead)

*Additional charges may apply if you do not return your Device to SquareTrade as required under clause 11.

SIGNIFICANT RISKS

Some risks of holding a The Good Guys 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 an Upgrade Anytime service request, a Swap Anytime service request or a Screen Replacement service request. Additionally, you may not be able to utilise the Technical Support and Mobile Security Software features of your The Good Guys Mobile Extras plan;
- **Upgrade Anytime trade-in value:** when you make an Upgrade Anytime service request, SquareTrade will inform you of its preliminary assessment of the trade-in value of your Device, based on the information you provide to SquareTrade about the condition of your Device. There is no guaranteed minimum trade-in value and the trade-in value offered by SquareTrade may be lower than you are willing to accept. Additionally, once SquareTrade receives and inspects your Device, if SquareTrade believes the actual trade-in value of your phone is lower than its preliminary assessment as a result of incorrect, inaccurate or incomplete information you provided to SquareTrade, you may be required to pay to SquareTrade an additional amount. This additional amount is the amount by which SquareTrade believes its preliminary assessment of your Device's trade-in value exceeds its actual trade-in value;
- **Early termination resulting from Upgrade Anytime service requests:** Both Monthly Subscription Plans and Fixed Term Plans automatically terminate if an Upgrade Anytime Service request you make results in you selling your Device to SquareTrade. This means that the new replacement device that you purchase will not have the benefit of any of the features of your Monthly Subscription Plan or Fixed Term Plan (as the case may be) and you will need to purchase a new Monthly Subscription Plan or Fixed Term Plan (as the case may be) for that new replacement device if you wish to continue to access the benefits available under Monthly Subscription Plans or Fixed Term Plans (as the case may be) in respect of that new replacement device. Further, you are not entitled to any refund of Membership Fees already paid by you in respect of your Monthly Subscription Plan or Fixed Term Plan (as the case may be) if this occurs. However, if you have a Monthly Subscription Plan or Fixed Term Plan and choose to purchase a new Monthly Subscription Plan for the new device you purchase using the trade-in credit received from SquareTrade, then the Membership Fees for the first 3 months of your new Monthly Subscription Plan will be waived;
- **Upgrade Anytime service requests:** if you are under 18 years of age or do not have the required personal identification documents, you will not be able to complete an Upgrade Anytime service request;
- **Product or fee changes:** SquareTrade has the right to amend the terms and conditions of The Good Guys Mobile Extras plan in certain circumstances, by providing not less than 30 days' written notice to you (see clause 14.2). This may result in some of the features of your The Good Guys 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 an Upgrade Anytime service request or a Swap Anytime service request;
- **Replacement device coverage:** if your Device is replaced under the manufacturer's warranty, The Good Guys Voluntary Warranty or the Australian Consumer Law, you will need to ensure that your replacement phone is added to your The Good Guys Mobile Extras plan in order to be able to access some features of The Good Guys Mobile Extras plan for that replacement phone;
- **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 an Upgrade Anytime service request, Swap Anytime service request or Screen 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:** The Good Guys 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 The Good Guys Mobile Extras plan after expiry of the cooling-off period, you will not receive a refund for Membership Fees already paid.

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 The Good Guys Mobile Extras plan.

COMPLAINTS

If you have any complaints regarding The Good Guys Mobile Extras plan, including any complaints regarding the handling of your service request or the actions of SquareTrade or The Good Guys, you can contact SquareTrade by calling 1800 430 832.

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 THE GOOD GUYS 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 The Good Guys Mobile Extras plan;
- (c) **Device** means the mobile device registered to your The Good Guys 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) **The Good Guys Voluntary Warranty** means The Good Guys Refunds & Warranties Policy, available from <https://www.thegoodguys.com.au/product-faults-and-consumer-guarantees>
- (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 \$500, \$49 (including GST); or
 - 2. if the original purchase price paid by you for your Device is equal to or greater than \$500, \$99 (including GST);
- (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 THE GOOD GUYS MOBILE EXTRAS PLANS

2.1 There are different types of The Good Guys Mobile Extras plans which you may purchase:

- (a) The Good Guys Mobile Extras plans under which you are required to pay the applicable Membership Fees on a monthly basis (**Monthly Subscription Plans**); and

- (b). The Good Guys Mobile Extras plans under which you are required to pay all applicable Membership Fees upfront at the time you purchase a The Good Guys 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 or are subject to automatic termination in accordance with clause 10.7(a) as a result of an Upgrade Anytime service request.
- 2.3 Fixed Term Plans have a term of 12 months commencing on the Commencement Date, unless cancelled earlier in accordance with clause 5 or are subject to automatic termination in accordance with clause 10.7(a) as a result of an Upgrade Anytime service request. SquareTrade may offer you the option of purchasing an additional term prior to the expiry of your existing Fixed Term Plan.
- 2.4 Monthly Subscription Plans provide you with complimentary technical support for technical problems with your Device, Mobile Security Software and 256GB of cloud storage and discounted access to the following services: Swap Anytime and Screen Replacement for any reason. Fixed Term Plans include complimentary technical support for technical problems with your Device and discounted access to Swap Anytime and Screen Replacement (where the Device purchase price is equal to or greater than \$500). All plans allow you to Upgrade Anytime.
- 2.5 The Good Guys 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 The Good Guys 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 SWAP ANYTIME SERVICE REQUESTS

- 3.1 If your Device is faulty, before making a Swap Anytime service request you should contact The Good Guys to check whether you are entitled to a refund, replacement or repair of your Device under the Australian Consumer Law or The Good Guys Voluntary Warranty.
- 3.2 You can do this by contacting any The Good Guys store or by submitting an enquiry via the "Contact Us" feature of The Good Guys website <https://www.thegoodguys.com.au/help-centre/contact-us>.

4. PURCHASING A THE GOOD GUYS MOBILE EXTRAS PLAN

- 4.1** To purchase a The Good Guys Mobile Extras plan, you need to:
- (a) buy a new mobile device on an outright basis (and pay for the mobile device in full) from The Good Guys;
 - (b) register that mobile device on a The Good Guys Mobile Extras plan in full working condition as part of the mobile 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 The Good Guys 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 The Good Guys Mobile Extras plan.
- 4.2** You can only subscribe to a The Good Guys Mobile Extras plan at the time you purchase the mobile device that you wish to be covered by your The Good Guys Mobile Extras plan. You cannot purchase a The Good Guys Mobile Extras plan at some later time.
- 4.3** You can only purchase The Good Guys Mobile Extras plan for Devices which are used for personal use. Further, only individuals, not companies, may purchase The Good Guys Mobile Extras plan. For example, you may not register the Good Guys Mobile Extras plan under an Australian Business Number (ABN) or individual ABN.
- 4.4** 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 The Good Guys Mobile Extras plan; or
 - (ii) SquareTrade cancels your subscription to your The Good Guys 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 The Good Guys Mobile Extras plan; and
 - (ii) the corresponding day in each subsequent calendar month.

5. CANCELLATION OF THE GOOD GUYS 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 an Upgrade Anytime Service request, a Swap Anytime Service request or a Screen 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 squaretrade.com.au and completing a cancellation request; or
 - (b) calling SquareTrade on 1800 430 832.
- 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 4.4(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 430 832 if SquareTrade provides you with notice under clause 14.2 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 The Good Guys 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 The Good Guys' Voluntary Warranty, under the ACL or the manufacturer's warranty for your Device; and
 - (d) have not submitted an Upgrade Anytime Service request, a Swap Anytime Service request or a Screen 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 The Good Guys Mobile Extras plan with immediate effect by providing written notice to you if:
- 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;
 - you breach these terms and have not remedied that breach within 14 days of SquareTrade asking you to do so;
 - SquareTrade reasonably suspect that you, or someone else, has engaged in fraud or criminal activity in relation to your The Good Guys 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;
 - SquareTrade do not have the required information or received inaccurate information to complete the registration of your mobile device for The Good Guys 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 The Good Guys 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
 - SquareTrade has provided notice under clause 14.2(a) or 14.2(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 an Upgrade Anytime service request, a Swap Anytime service request or a Screen Replacement service request, you can:
- file an online service request at squaretrade.com.au; or
 - call SquareTrade on 1800 430 832.
- 6.2** If your Device is an Apple device and you have purchased a Monthly Subscription Plan, then you can also make a Screen Replacement

service request 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 an Upgrade Anytime service request, a Swap Anytime service request or a Screen Replacement service request your The Good Guys 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 4.4(a).
- 6.4** You cannot make an Upgrade Anytime Service request, a Swap Anytime service request or a Screen Replacement service request by visiting a The Good Guys store.
- 6.5** Before returning your Device to SquareTrade as part of an Upgrade Anytime service request, a Swap Anytime service request or a Screen Replacement service request, you must:
- remove the SIM card and any personal and confidential information from your device, as this information will be destroyed and cannot be retrieved; and
 - 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 an Upgrade Anytime service request or a Swap Anytime service request, SquareTrade may need to take payment from you in accordance with clauses 10.6(b) or 11.4(e) as applicable.
- 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. You will be notified of any identity verification requirements that you are required to comply with when you make an Upgrade Anytime service request, however these may include providing a copy of current photo identification such as a drivers' licence.
- 6.7** If you have purchased a Monthly Subscription Plan, you can make up to 2 service requests between the Swap Anytime and Screen Replacement features of your Monthly Subscription Plan in each 12 month period (commencing on the Commencement Date and each anniversary of the Commencement Date) during the term of your Monthly Subscription Plan. For example, in each such 12 month period under a Monthly Subscription Plan, you could make:
- 2 Swap Anytime service requests;
 - 2 Screen Replacement service requests; or
 - 1 Swap Anytime service request and 1 Screen Replacement service request.

- 6.8 If you have purchased a Fixed Term Plan and the original purchase price for your Device was \$500 or above, you can only make 1 Swap Anytime service request or 1 Screen Replacement service request during the term of your Fixed Term Plan.
- 6.9 If you have purchased an Apple Device and you have purchased a Fixed Term Plan, you **cannot** make a Screen Replacement or Swap Anytime service request at an Apple store or an Apple Authorised Service Provider (**AASP**).
- 6.10 If you have purchased a Fixed Term Plan and the original purchase price for your Device was less than \$500, you can only make 1 Swap Anytime Service Request and you cannot make any Screen Replacement service requests.
- 6.11 If an Upgrade Anytime service request results in you being taken to have sold your Device to SquareTrade, your Monthly Subscription Plan or Fixed Term Plan will automatically terminate in accordance with clause 10.7(b).

7. TECHNICAL SUPPORT

- 7.1 Under your The Good Guys Mobile Extras Plan, you may access telephone technical support for your Device by calling 1800 430 832.
- 7.2 If you have purchased a Monthly Subscription Plan and your Device is an Apple mobile 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 The Good Guys Mobile Extras plan is limited to advice in relation to technical problems with your Device.

8. MOBILE SECURITY SOFTWARE

- 8.1 Under your The Good Guys Mobile Extras plan, you will be provided with access to the Mobile Security Software during the term of your The Good Guys 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 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. CLOUD STORAGE (MONTHLY SUBSCRIPTION PLANS ONLY)

- 9.1 If you have purchased a Monthly Subscription Plan, you will be provided with access to 256GB of SquareTrade cloud storage.

SquareTrade cloud storage is linked to your mobile phone number and you can only have one SquareTrade cloud storage account, assigned to one mobile phone number.

- 9.2 You will receive information about accessing your SquareTrade cloud storage from The Good Guys via email, including instructions on how to download any apps required to access the cloud storage. Following the purchase of The Good Guys Mobile Extras plan, it can take up to 4 hours for your SquareTrade cloud storage account to be activated. Once activated you can complete SquareTrade cloud storage account set-up.
- 9.3 You acknowledge that before using the cloud storage service provided to you under your Monthly Subscription Plan, you will be required to agree to terms and conditions relating to the cloud storage service provided to you during the registration process available at <https://www.squaretrade.com.au/terms/personal-cloud/>
- 9.4 You acknowledge and agreed that the SquareTrade cloud app can only be made available through third-party application stores and that SquareTrade does not guarantee that the SquareTrade cloud app will be available 24X7 in such stores. In the event that the third-party applications stores no longer offer the SquareTrade cloud app, you can continue to access all of the other Mobile Extra's features, or cancel the plan under clause 5.2.

10. UPGRADE ANYTIME SERVICE REQUESTS

- 10.1 During the term of your The Good Guys Mobile Extras plan, you are entitled at any time to trade-in your Device to SquareTrade and in exchange receive from SquareTrade a trade-in credit equal to the trade-in value of your Device, as assessed by SquareTrade based on current market prices (the **Assessed Trade-In Value**). This trade-in credit can only be applied to the purchase of a new mobile phone from The Good Guys.
- 10.2 In addition, if an Upgrade Anytime service request results in you being taken to have sold your Device to SquareTrade, and you purchase a new Monthly Subscription Plan for the new replacement device that you purchase using the trade-in credit received from SquareTrade, then the Membership Fees for the first 3 months of your new Monthly Subscription Plan will be waived.
- 10.3 In order to make an Upgrade Anytime service request, you must be at least 18 years of age and your Device must not be disabled, locked or IMEI blocked and have all genuine parts.
- 10.4 When you lodge an Upgrade Anytime service request, SquareTrade will:

- (a) request information about the condition of your Device to make a preliminary assessment of its Assessed Trade-In Value; and
- (b) inform you of its preliminary assessment of the trade-in value for your Device (the **Offered Trade-In Value**).

10.5 If you accept the Offered Trade-In Value, then:

- (a) You will be required to acknowledge Transfer of Ownership, and provide SquareTrade proof of identity, in the form of valid photo identification.
- (b) SquareTrade may require you to confirm to it 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) SquareTrade may ask you to allow it to process a nominal charge of \$1 on your credit card or debit card as security for advance provision of The Good Guys store credit (**Upgrade Security Pre-Authorisation**). The nominal charge will be added to the Offered Trade-in Value.

10.6 If you allow SquareTrade to take an Upgrade Security Pre-Authorisation:

- (a) SquareTrade will provide you with a confirmation of the Offered Trade-In Value and will advise how to purchase your replacement phone using the trade-in credit from The Good Guys;
- (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 do so within 5 Business Days of the date on which you accepted the Offered Trade-In Value from SquareTrade, then SquareTrade will take payment of the Offered Trade-In Value from your credit or debit card, in accordance with the Upgrade Security Pre-Authorisation. If SquareTrade is unable to take payment from your credit or debit card, it may seek to otherwise recover payment of the Offered Trade-In Value from you;
- (c) once SquareTrade receives your Device at its Device Returns Centre, it will assess its condition and if your Device is not in the condition that you reported during the preliminary assessment, SquareTrade will take payment of the amount by which Offered Trade-In Value exceeds the revised trade-in value of your Device assessed by SquareTrade using the Upgrade Security Pre-Authorisation; and
- (d) upon receipt of your Device by SquareTrade at its Device Returns Centre, you will be taken to have sold 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.

10.7 If you make an Upgrade Anytime service request and you are taken to have sold your Device to SquareTrade then:

- (a) The Good Guys Mobile Extras plan will automatically terminate with effect from the date on which you are taken to have sold your Device to SquareTrade. This means that you will not be able to access any of the other features of your Monthly Subscription Plan or Fixed Term Plan (as the case may be) in respect of the new replacement device that you purchase; and
- (b) If you purchase a new Monthly Subscription Plan in respect of the new replacement device you purchase using The Good Guys store credit received from SquareTrade, then clause 10.2 will apply.

10.8 The Upgrade Anytime feature of The Good Guys Mobile Extras plan is provided by SquareTrade under its second-hand dealer licence in Victoria (Licence No SHD 0016919).

11. SWAP ANYTIME SERVICE REQUESTS

11.1 Under your The Good Guys Mobile Extras plan, you are entitled (subject to payment of the applicable service fee under clause 11.3) to return your Device to SquareTrade for any reason and receive from SquareTrade (at your election):

- (a) a new device (**New Replacement Device**):
 - (i) of the same model as your Device; or
 - (ii) if a new device of the same model as your Device is not available from The Good Guys, of a similar model to your Device; or
- (b) subject to clause 11.4, a refurbished device of the same model as your Device or if a refurbished device of the same model as your Device is not available, a refurbished device of a similar model to your Device (**Refurbished Replacement Device**).

11.2 In order to make a Swap Anytime service request, your Device must not be disabled, locked or IMEI blocked and have all genuine parts.

11.3 The service fee payable for Swap Anytime service requests varies depending on whether you have purchased a Fixed Term Plan or Monthly Subscription Plan, the original purchase price of your Device and whether you elect to receive a Refurbished Replacement Device or a New Replacement Device, and is as set out in the tables below.

Fixed Term Plans

Original purchase price of Device	Service fee for Refurbished Replacement Device	Service fee for New Replacement Device
Less than \$500	N/A - Option not available	\$129 (including GST)
\$500 or more	\$149 (including GST)	\$249 (including GST)

Monthly Subscription Plans

Service fee for Refurbished Replacement Device	Service fee for New Replacement Device
\$149 (including GST)	\$249 (including GST)

11.4 If you lodge a Swap Anytime service request with SquareTrade:

- (a) if you have purchased a Fixed Term Plan, and the original purchase price paid by you for your Device:
 - (i) is \$500 or more, you will be required to elect whether you want to receive a Refurbished Replacement Device or a New Replacement Device; or
 - (ii) is less than \$500, you will only be able to receive a New Replacement Device, you will not be able to choose to receive a Refurbished Replacement Device;
- (b) if you have purchased a Monthly Subscription Plan, you will be required to elect whether you want to receive a Refurbished Replacement Device or a New Replacement Device;
- (c) you will be required to make payment to SquareTrade of the applicable service fee under clause 11.3;
- (d) 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
- (e) You will be required to confirm that you will return your Device within 5 Business Days in accordance with these terms or otherwise agree that an amount equal to the cost of your Refurbished Replacement Device or the cost of your New Replacement Device (as the case may be, as assessed by SquareTrade) will be charged to the credit or debit card used for the payment of your service fee (**Swap Security Pre-Authorisation**).

11.5 After completion of the steps referred to in clause 11.4:

- (a) SquareTrade will provide you with a Refurbished Replacement Device or a New Replacement Device (as the case may be, if applicable, in accordance with your election). If you are receiving a Refurbished Replacement Device, SquareTrade will arrange for the Refurbished Replacement Device to be delivered to You. If you are receiving a New Replacement Device, you can choose to either:
 - (i) have the New Replacement Device delivered to you within Australia, or
 - (ii) collect the New Replacement Device from The Good Guys store nominated by you (in which case, SquareTrade will provide you with instructions on how to do so);
- (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 5 Business Days of the date on which you receive the Refurbished Replacement Device or the New Replacement Device is made available for collection (as the case may be), then SquareTrade will take payment from your credit or debit card, in accordance with the Swap Security Pre-Authorisation. If SquareTrade is unable to take payment from your credit or debit card, it may seek to otherwise recover payment of the cost of your Refurbished Replacement Device or the cost of your New Replacement Device (as the case may be, as assessed by SquareTrade) 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.

11.6 If you make a Swap Anytime Service request and receive a Refurbished Replacement Device or New Replacement Device, that Refurbished Replacement Device or New Replacement Device (as the case may be) will automatically become your Device for the purposes of your The Good Guys Mobile Extras plan.

12. SCREEN REPLACEMENT SERVICE REQUESTS (ONLY AVAILABLE ON MONTHLY SUBSCRIPTION PLANS AND FIXED TERM PLANS FOR DEVICES \$500 OR ABOVE)

12.1 If you have purchased a Monthly Subscription Plan or a Fixed Term Plan (and the original purchase price of your Device was \$500 or

above), you are entitled to have the screen of your Device replaced (subject to payment of the service fee under clause 12.5) for any reason.

- 12.2** Depending on the type and condition of your device, SquareTrade may be required to exchange your entire Device with a refurbished unit of the same make and model rather than replacing the screen of your Device. For example, some phones do not allow the screen to be replaced. SquareTrade will notify you if this is the case when you lodge a Screen Replacement service request.
- 12.3** During the process of screen 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 Screen Replacement service request.
- 12.4** Refurbished parts may be used to fulfil your Screen 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 (and the original purchase price of your Device was \$500 or above). This minimum guarantee is in addition to your rights under the Australian Consumer Law. We will replace your screen or provide you with a replacement refurbished device if the parts used to fulfil your Screen Replacement service request are defective during the minimum guarantee period. To claim on this guarantee, you should contact SquareTrade using the details in this document. SquareTrade will arrange the screen replacement or replacement of your Device and reimburse your reasonable costs of claiming on this guarantee. You should advise SquareTrade of the costs you 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.

- 12.5** A service fee is payable for each Screen Replacement service request you make. The service fee depends on whether the screen of your Device is able to be replaced or if the entire Device needs to be exchanged. The applicable service fees are:

Screen replacement only	Device replacement exchange
\$45 (including GST)	\$149 (including GST)

- 12.6** When you lodge a service request for a Screen Replacement Service request at squaretrade.com.au or by calling SquareTrade on 1800 430 832:
- (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 screen of your Device and return your Device to you or if the screen of your Device is not able to be replaced, send you a refurbished replacement phone of the same model as your Device (or a similar model if the same model as your Device is not available).
- 12.7** If you have purchased a Monthly Subscription and your Device is an Apple Device and you lodge a Screen Replacement service request at any Apple store or AASP:
- (a) you will be required to make payment of the service fee under clause 12.5 at the Apple store or AASP;
 - (b) if the screen of your Device is able to be replaced, the replacement of the screen 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 of your Device is not able to be replaced, you will be provided at the Apple store or AASP with a replacement phone of the same model as your Device (or a similar model if the same model as your Device is not available). Apple may be required to refer you to SquareTrade for additional support.

13. PRIVACY

- 13.1** The Good Guys will collect Personal Information from you for the purposes of arranging for SquareTrade to issue your The Good Guys Mobile Extras plan to you. The Good Guys 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 The Good Guys Mobile Extras plan.

- 13.2** You acknowledge and agree that The Good Guys 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.thegoodguys.com.au/privacy-policy>), as may be updated from time to time.
- 13.3** SquareTrade may collect Personal Information from you when you make an Upgrade Anytime service request, a Swap Anytime Service request or a Screen Replacement service request and when you access the technical support available under your The Good Guys Mobile Extras plan.
- 13.4** 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 The Good Guys Mobile Extras plan.
- 13.5** SquareTrade will disclose any such Personal Information to The Good Guys for the purposes of allowing The Good Guys to perform its obligations in connection with your The Good Guys Mobile Extras plan.

14. OTHER MATTERS

- 14.1** 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.
- 14.2** 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 The Good Guys 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.
- 14.3** These terms and conditions are governed by the laws of the state of Victoria, Australia.
- 14.4** 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.

THE GOOD GUYS

MOBILE EXTRAS

Issued by **square
trade**

Phone Swap or Screen Replacement

Visit squaretrade.com.au anytime, 24/7
Select 'File a service request'

Upgrades & Tech Support

1800 430 832

Apple Service & Support

(Monthly subscription customers only)
1300 321 456



Scan to learn more about The Good Guys
Mobile Extras, including Target Market
Determination (TMD)

STGSETCV1 MAY 2021

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