

Hardware Terms and Conditions

This Hardware Terms and Conditions document (**Agreement**) is entered into between Aussie Broadband Limited (ACN 132 090 192) (**Aussie Broadband**) and the customer purchasing hardware equipment from Aussie Broadband (**Customer**).

1. Hardware Options

1.1 Aussie Broadband offers the following hardware options to its customers:

- a. Netcomm Wireless (Casa Systems, Inc.) modem/router/mesh;
- b. eero6+ router option;
- c. eeroPro6E router option;
- d. BYO modem/router;
- e. VoIP adaptors

(Hardware Equipment).

1.2 Note: eero6+ and eeroPro6E devices are not compatible with VDSL (Fibre To The Node/Fibre To The Basement) without a bridged modem.

2. General Conditions

2.1 Upon purchasing Hardware Equipment from Aussie Broadband, the following conditions apply:

- a. Responsibility for the device transfers to the Customer upon receipt, and full ownership transfers upon full payment.
- b. In addition to any guarantees under Australian Consumer Law, the Hardware Equipment (including cables, power cord, etc.) is covered by a repair and replacement warranty against manufacturing faults as follows:
 - i. 24 months from the date of purchase for Netcomm devices;
 - ii. 24 months from the date of purchase for eero devices;
 - iii. 12 months from the date of purchase for VoIP Adaptors.

(Warranty Period).

- c. Aussie Broadband reserves the right to update the software in the device to enhance its performance with the network. Any associated costs will be communicated to the Customer beforehand.
- d. If using an eero device, eero will remotely perform updates for the Customer from time to time as well.

3. Privacy and Data Usage

3.1 If using a Netcomm or eero 'mesh' device, the software may collect certain data, as detailed in the End User License Agreement provided with the product. This data collection does not include passwords, browsing data, or application data.

3.2 The Customer acknowledges and agrees that Aussie Broadband may collect, store, and use certain data related to the use of the Hardware Equipment, including but not limited to IP

addresses and device serial numbers. Such data collection shall be conducted in accordance with Aussie Broadband's Privacy Policy, available at [Privacy Policy | Aussie Broadband](#).

- 3.3 By purchasing and using the Hardware Equipment, Customer consents to the collection, storage, and use of their data as described in the Privacy Policy. Aussie Broadband shall take reasonable measures to protect the confidentiality and security of customer data in accordance with applicable laws and regulations.
- 3.4 The Customer understands that Aussie Broadband may update or revise its Privacy Policy from time to time and agrees to review the Privacy Policy periodically for any changes or updates.

4. Replacement of Faulty Devices

- 4.1 If a device supplied by Aussie Broadband is determined to be faulty and meets the warranty criteria set out by the manufacturer:
- a. Aussie Broadband will send a replacement device along with a prepaid return satchel and instructions for returning the faulty device.
 - b. Replacement devices are like-for-like, subject to stock availability.
 - c. Aussie Broadband reserves the right to repair or replace devices with refurbished units.
 - d. The Customer is responsible for ensuring proper packaging and return of the faulty device. Aussie Broadband is not liable for items damaged in transit.
 - e. If the faulty device is not returned within 30 business days, the Customer may incur the cost of the replacement device.
- 4.2 If the device is determined to be faulty due to reasons not covered under warranty, or if the return falls outside the Warranty Period, the Customer is responsible for the replacement value of the device and associated freight costs.

5. Non-faulty Returns

- 5.1 For non-faulty returns:
- a. The device must be returned within 10 business days of purchase.
 - b. The Customer must communicate the reason for return to Aussie Broadband before returning the device.
 - c. The Customer is responsible for proper packaging, and Aussie Broadband is not liable for transit damages.
 - d. A credit or refund will be issued upon receipt and testing of the device by Aussie Broadband.
 - e. Exchanges are not available.

6. Billing

- 6.1 Hardware Equipment purchases will be billed upfront, separate from any monthly plan fees.
- 6.2 Repayment terms may be available, as agreed between the parties.

7. eero Specific

- 7.1 Aussie Broadband reserves the right to create a network on behalf of the Customer if requested or required. If the Parent Data service associated with an eero product is terminated without replacement, eero secure features will be revoked within 24 hours.

8. Indemnity

8.1 The Customer agrees to indemnify, defend, and hold harmless Aussie Broadband, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to:

(a) Any misuse or unauthorised use of the Hardware Equipment by Customer or any third party acting on behalf of Customer;

(b) Any violation by Customer of this Agreement, including but not limited to breach of warranties, representations, or obligations, including breach of any third-party licence agreement that may apply to the Hardware Equipment;

(c) Any infringement or misappropriation of any intellectual property rights or other proprietary rights by the Customer or any third party using the Hardware Equipment provided by Aussie Broadband.

The clause will survive the termination or expiration of this Agreement.

9. Limitation of Liability

9.1 Other than the Customer's statutory rights which cannot be excluded, Aussie Broadband expressly excludes all liabilities, rights, remedies, conditions, warranties, and other terms that may be implied by custom, statute, or common law, to the extent that is permitted by law.

9.2 To the extent permitted by law, Aussie Broadband's total liability for all claims related to Hardware Equipment is limited to the amount paid by the Customer for the Hardware Equipment.

9.3 Neither party shall be liable to the other for any consequential loss suffered or incurred.

10. Severability

10.1 If one or more parts of this Agreement could be read in a way which is illegal, unenforceable, or invalid, but can also be read in a way that makes it legal, enforceable and valid, then the clause is to be read in the way that makes it legal, enforceable and valid.

10.2 If one or more parts of the Agreement are illegal, unenforceable, or invalid, then that part will be severed from the Agreement without affecting the legality, enforceability and validity of any other part of the Agreement.

11. Jurisdiction



This Agreement is governed by the laws of Victoria.

This Agreement constitutes the entire agreement between the parties concerning the Hardware Equipment and supersedes all prior or concurrent agreements or understandings. Any modifications or amendments to this Agreement must be made in writing.