amaysim Device Store Returns & Refunds Policy

Valid as of November 2022



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1. Returns

(a) Manufacturer's Warranty

When you purchase a device or accessory from amaysim it is covered by a manufacturer's warranty.

A manufacturer's warranty generally covers manufacturing faults with the product. For example, you have received your device but it won't turn on.

Physical damage to a device, or lost or stolen devices are generally not covered under a manufacturer's warranty

The length of the manufacturer's warranty can vary between providers and differ depending on the type of device.

- Optus brand devices have a 24 month warranty.
- Oppo brand device warranty is detailed at https://support.oppo.com/au/warranty-policy/
- Apple brand device warranty is detailed at https://www.apple.com/au/legal/statutory-warranty/au/

(b) Consumer Guarantees

Our goods and services 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 that results from it. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Your product comes with consumer guarantees that it will be fit for purpose, lasting, acceptable in appearance, safe to use and free from faults for a reasonable period of time.

If your product has a major failure, you have an option to:

- i) Have it replaced; or
- ii) Receive a refund

If the goods do not have a major failure, then we will repair or replace the goods, including through the provision of refurbished goods or parts. Please ensure you back up your data and remove any accounts / passwords from your device prior to sending back to us for assessment. You should be aware that any assessment of a mobile phone may result in a loss of data.

If your product is replaced, the warranty from the original item will transfer to the item that has been provided as the replacement. It is not possible to extend or renew the original device warranty in any way, however it may be possible to purchase other extended care packages for your device. The original product warranty period is not extended and will expire on the same date as the original warranty item's warranty expiration date.

Dead on Arrival – Please contact us as soon as you become aware of a product that fails to function upon arrival so that we can attend to your claim immediately. The dead on arrival period relates to a device failure within the first 48 hours once received.

For more information on your rights under the Australian Consumer Law please see

https://www.accc.gov.au/consumers/consumer-rightsquarantees/consumer-quarantees

(c) Lodging Claims

All claims for defective products should be directed to amaysim at shop@amaysim.com.au before returning an item

Address:

Optus Service Centre – Assurant Dock 35, C/o Dbschenker Australia 1 Aviation Road LEN WATERS ESTATE NSW 2171 Email: shop@amaysim.com.au

Phone: 1300 808 300

Please ensure that you provide us with all information on the defect so that we are able to assess it properly. Claims must be accompanied by proof of purchase.

To the extent permitted by law and subject to your non-excludable statutory rights and warranties, amaysim excludes all warranties and liabilities (other than as contained in this document) including liability for any loss or damage whether direct or indirect arising from your goods or services, or their use or non-use.

2. Returns Policy for changes of mind

Note that we do not provide refunds for change of mind unless you are within any cooling off periods as required under the Australian Consumer Law.

3. What If My Device is Damaged

The manufacturer's warranty, our policies, and Consumer Guarantees don't apply if your device or accessory is damaged.

Damage can include exposing a device to moisture (usually referred to as 'liquid ingress') or any physical damage caused by dropping the device, etc.

4. Billing Issues & Refunds

amaysim will work with you to resolve any problems or errors that may have occurred in the billing process for your service. Please contact us in the

event that you have any issues with your bill or if you consider that your bill is incorrect.

(a) Missing Payments

Missing payments will need to be investigated by our billing team. Please contact shop@amaysim.com.au and provide:

- Amount of payment;
- Date of payment;
- Payment method (eg credit card, bank transfer, direct debit etc);
- The Account or Service Number you made the payment to;
- Receipt for payment, including the receipt number or bank account statement.