

# amaysim Device Store Terms of Service

Valid as of May 2017

## Table of Contents

<u>1.</u>	<u>TERMS OF SERVICE</u>	<u>2</u>
<u>2.</u>	<u>ORDER CONFIRMATION</u>	<u>2</u>
<u>3.</u>	<u>VERIFICATION</u>	<u>3</u>
<u>4.</u>	<u>PAYMENT</u>	<u>3</u>
<u>5.</u>	<u>FULFILLMENT TIMES</u>	<u>3</u>
<u>6.</u>	<u>DELIVERY</u>	<u>3</u>
<u>7.</u>	<u>OUR STOCK</u>	<u>4</u>
<u>8.</u>	<u>TESTING</u>	<u>4</u>
<u>9.</u>	<u>CHANGE OF MIND</u>	<u>4</u>
<u>10.</u>	<u>RESTOCKING FEES</u>	<u>5</u>
<u>11.</u>	<u>SOFTWARE</u>	<u>5</u>
<u>12.</u>	<u>INTERNATIONAL STOCK</u>	<u>5</u>
<u>13.</u>	<u>PRODUCT INFORMATION AND SPECIFICATIONS</u>	<u>5</u>
<u>14.</u>	<u>GST IN AUSTRALIA</u>	<u>5</u>
<u>15.</u>	<u>IMPORT RESTRICTIONS FOR INTERNATIONAL CUSTOMERS</u>	<u>5</u>
<u>16.</u>	<u>PROBLEM RESOLUTION PROCESS</u>	<u>6</u>
<u>17.</u>	<u>MOBILE HANDSET CREDIT CARD PAYMENT DISPUTES</u>	<u>6</u>
<u>18.</u>	<u>LIABILITY</u>	<u>6</u>
<u>19.</u>	<u>THIRD PARTY WEBSITES</u>	<u>7</u>
<u>20.</u>	<u>INFORMATION ON OUR WEBSITE</u>	<u>7</u>
<u>21.</u>	<u>HANDSET SHOP NEWSLETTER</u>	<u>7</u>
<u>22.</u>	<u>HANDSET SHOP - GOVERNING LAW</u>	<u>7</u>

## **1. Terms of Service**

- 1.1.1. amaysim operates websites on the domain amaysim.com.au and its subdomains. Such websites include but are not limited to <https://www.amaysim.com.au/> and <https://shop.amaysim.com.au/>. These websites are commonly referred to in these Terms of Service as the 'Site'. The Site is a website where you can browse, select and order products advertised on the Site from amaysim Australia Limited (ABN: 65 143 613 478) ("amaysim", "us" or "we"). Our trading address is Lvl 6, 17-19 Bridge St, Sydney, NSW 2000, Australia.
- 1.1.2. Please read these terms and conditions before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.
- 1.1.3. Your access to and use of the Site, including your order of products through the Site, is subject to these terms and conditions.
- 1.1.4. These terms and conditions may be updated from time to time. You will be bound by the terms and conditions at the time you purchase your product.

## **2. Order Confirmation**

- 2.1.1. You may order products by selecting and submitting your order through the Site in accordance with these terms and conditions. Any order placed through this Site for a product is an offer by you to purchase the particular product for the price notified (including the delivery and other charges and taxes) at the time you place the order. We may accept or reject the offer at any time in the event that you have not provided us correct details, the product is out of stock or unavailable, or you have placed the order in breach of these terms and conditions.
- 2.1.2. You will be emailed your order confirmation once your order has been received in our system with confirmation of your selected item(s), payment method and delivery details. It is important you follow up with us if you do not receive this so that you can clarify all details are correct.

### **3. Verification**

- 3.1.1. takes privacy and security extremely seriously. This industry receives constant attention from those trying to order products with other people's credit cards without their permission, so as a result all orders must proceed through a stringent verification process before shipment. This may involve an email or phone call from one of our friendly verification team members or the placement of a fully refundable confirmation charge of a nominal value on your credit card.

Your order will not be processed until the verification is complete, however we will ensure that you are kept up to date throughout and please feel free to contact us at any time regarding your order progress. amaysim reserves the right to cancel an order at any time. An order is not considered to be a contract of sale until the item has shipped and a tracking number provided.

### **4. Payment**

- 4.1.1. All payments through this website are processed in AUD (Australian Dollars) unless stated otherwise. Your nominated payment method will be used to process your payment. We are not liable for any fees or costs incurred in the event that there is a currency conversion fee or charges imposed by your bank or payment provider. We must receive the full amount we have invoiced for the order in AUD to proceed with the order fulfilment process.

### **5. Fulfillment Times**

- 5.1.1. We may offer estimated times of fulfilment and average shipping times but do not guarantee these timeframes. amaysim is not liable for any losses that may have occurred due to timeframe expectations in the ordering, fulfilment process or post sales care processes. In the event that there will be an unreasonable delay in your order fulfilment, you will be notified of a revised delivery date. You will be able to cancel your order in the event that this is unacceptable to you.

### **6. Delivery**

- 6.1.1. Once your payment has been verified, your order will be forwarded to our warehouse for dispatch. When your package has been shipped you will be notified by email with information to track your order. Risk in the product will be transferred to you upon delivery to your nominated delivery address.

amaysim is not liable for losses incurred if packages are delivered to incorrect addresses in cases where the person who has ordered has provided the incorrect address. Please check your order confirmation carefully and ensure you contact us immediately if there is an issue.

## **7. Our Stock**

- 7.1.1. amaysim generally sells brand new, top quality, unlocked, original mobile phones, sourced from Australia and around the world. Anything varying from this will be outlined in the product listing.

The majority of handsets are sourced internationally, unless otherwise stated within the product specification. International stock is sourced from a variety of locations and is dependent on quality, price and availability, and is shipped directly from amaysim's main warehouse in Hong Kong. International items may come with an adapter for the original power supply instead of a local power supply, however are still fully compliant with local safety standards.

## **8. Testing**

- 8.1.1. Our stock may be tested by our suppliers to ensure the quality of the stock meets our strict guidelines and to reduce the risk of Dead on Arrival products.

This may involve the phone being taken out of its box, the battery installed and the handset turned on. Our technician may then test various phone functions to ensure that the handset or device is in working order. After testing, the device is wiped, cleaned, shrink-wrapped again and presented as the quality assured, brand new item that it is. It is not uncommon for the sometimes present, "do not break" seal to be broken with our stock due to this fact

## **9. Change of Mind**

- 9.1.1. If you have a change of mind or need to make alterations to your order please do so as soon as possible. All change of mind purchases will be processed in accordance with our Return Policy: <https://www.amaysim.com.au/dms/amaysim/documents/terms-conditions/amaysim-Device-Store>Returns-and-Refund-Policy.pdf>

We have an advanced ordering and fulfilment process and our support team work hard to service our customers as quickly and effectively as possible.

We do not accept liability for when a change of order request has been raised and unread/unprocessed by our support team prior to fulfilment and shipment.

Please note, we are unable to change a delivery once it has shipped from the warehouse and any changes to your order or cancellations after this may attract a restocking fee.

## **10. Restocking Fees**

- 10.1.1. If you wish to amend or cancel your order after the item has been shipped, fees including restocking fees may apply. Please note, shipping fees are non-refundable and cannot be redeemed for cash. For more information on restocking fees, see our Returns Policy.

## **11. Software**

- 11.1.1. amaysim sources products from all over the world to offer the highest quality and best prices. In the unlikely event that you receive a handset without English settings or software simply contact our care team.

## **12. International Stock**

- 12.1.1. All international stock is covered under the amaysim Limited Warranty <https://www.amaysim.com.au/dms/amaysim/documents/terms-conditions/amaysim-Device-Store>Returns-and-Refund-Policy.pdf> and under the Australian Consumer Law, irrespective of the country of origin.

## **13. Product Information and Specifications**

- 13.1.1. amaysim sources mobile devices from many markets around the world seeking to offer you access to the best products at the most competitive prices. We work hard to ensure that information regarding handset performance, specifications and accessories is accurate.

## **14. GST in Australia**

- 14.1.1. Australian GST will be payable for all orders that are Australian stock. In the event that your item is directly shipped from overseas, all orders under AUD\$1,000 are currently exempt from Australian GST. For all orders over AUD\$1,000, Australian GST is applicable and is collected and processed at the time of sale.

## **15. Import Restrictions For International Customers**

- 15.1.1. For customers ordering from outside of Australia please consult your own country's customs legislation before placing your order. Some territories and regions may incur import fees and duties and restrictions, and amaysim will not be held liable for such import fees or duties, or provide refunds if they are charged.

Goods refused under restrictions and returned to the warehouse unopened may be eligible for refund, minus shipping fees, customs fees/duties, and return fees. Please note that amaysim is not able to offer advice regarding customs regulations; please contact your local customs authority for more information.

## **16. Problem Resolution Process**

- 16.1.1. In the event that you have a problem with a handset that you have purchased from us, please contact us directly so that we can assist and reach a fair outcome for you as a customer.

You can contact us directly via: [shop@amaysim.com.au](mailto:shop@amaysim.com.au)

via Live chat <https://www.amaysim.com.au/help/contact>

Our full complaints handling process can be found here:  
<https://www.amaysim.com.au/dms/amaysim/documents/terms-conditions/amaysim-Complaints-Handling-Policy.pdf>

## **17. Mobile Handset Credit Card Payment Disputes**

- 17.1.1. Unless we have prompted you to do so, it is a breach of these Terms of Service in the event that you raise a chargeback or payment dispute on your credit card for any purchase that has been properly charged to your credit card and posted to your nominated delivery address. We will be required to provide your personal information and details of your purchase to third parties as required, to ensure they are able to properly investigate the charge.

## **18. Liability**

- 18.1.1. To the extent permitted by law and subject to your non-excludable statutory rights and warranties, amaysim excludes all warranties and liabilities including liability for any loss or damage whether direct or indirect arising from your purchase, use or non-use of the products or services or use of the Site. amaysim seeks to have the necessary methods and protection in place for our customers to use our website safely and securely. Users of our website should take necessary precautions to ensure they are browsing all websites safely and do so entirely at their own risk.

## **19. Third Party Websites**

- 19.1.1. We are not responsible for any incorrect information posted on third party websites referring to our website including but not limited to information relating to pricing, policies, terms and conditions or any other information.

## **20. Information on our Website**

- 20.1.1. We reserve the right to update pricing, product listings and any other information on this website at any time without notice. However, pricing for your product will be fixed at the time you submit the order for the product.

This website contains intellectual property and other material which is owned by, or licensed to, us. This includes, but is not limited to, the content, design, layout, appearance, look and graphics of the website, and any trade marks used on the website. Any reproduction of such material without our prior written consent is prohibited.

## **21. Handset Shop Newsletter**

- 21.1.1. By subscribing to our newsletter, you confirm that you have read and understood these Terms of Service. The use of your personal information will be in accordance with our Privacy Policy. We reserve the right to suspend, cancel or deny your subscription to our newsletter at any time without assigning a cause or reason for it.

## **22. Handset Shop - Governing Law**

- 22.1.1. Your use of this website and any dispute arising out of your use of it is subject to the laws of New South Wales, Australia.