

# amaysim Device Store Returns & Refunds Policy

Valid as of December 2021

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## 1. Returns

### (a) amaysim Limited Warranty

In addition to your consumer guarantees, amaysim provides to all customers a 24 month warranty for any goods purchased from amaysim with respect to defects in material and workmanship. You will be entitled to replacement or repair for any manufacturing defect during this 24 month period. We will cover the cost of postage of the item back to you if it fits within the terms of the amaysim Limited Warranty.

This amaysim Limited Warranty will not apply in the following circumstances:

- (i) Normal wear and tear;
- (ii) Damage caused by misuse, modification or faulty installation of the product;
- (iii) Using the product not in accordance with the manufacturer's recommendations;
- (iv) Water damage or other liquid ingress;
- (v) Transportation or packaging;
- (vi) Exposure to environmental conditions not recommended by the manufacturer, including lightning strike;
- (vii) Where the item has been opened, tampered with or repaired by anyone other than an authorised agent of the manufacturer;
- (viii) Where the serial number or IMEI number has been removed, modified or is not readable.

### (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-rights-guarantees/consumer-guarantees>

**(c) Lodging Claims**

All claims for defective products should be directed to amaysim at [shop@amaysim.com.au](mailto: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](mailto: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 a refund for change of mind unless you are within any cooling off periods as required under the Australian Consumer Law, or the following applies:

- (a)** Return or exchange prior to order processing at our warehouse: A full refund is available at any time prior to order processing. This includes pre ordered items. It may also be possible to exchange your item prior to order processing at the amaysim warehouse. Please call us on 1300 808 300 or via the Live Chat function. If the item has already been processed at the time that your request is made to the amaysim representatives, the case will be treated as an 'unopened box' return. Please see terms and conditions for this return type below.

- (b)** Within 30 days of receipt, unopened box: Included with every order is a 30 day returns policy. You can claim a full refund or exchange of the item value (excluding shipping fees) on unused and unopened items. The item must be sent back to our nominated address accompanied by a amaysim-issued claim reference number Shipping back to the nominated amaysim address (including shipping fees) is the responsibility of the customer and transfer of ownership does not occur until the item has been received, inspected and the refund offer accepted. The item must be received by us within 30 days of receipt of a claim reference number.
- (i) All open box items are assessed and may be returned to you where damage is evident.

### **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](mailto:shop@amaysim.com.au) and provide:

- Amount of payment;
- Date of payment;
- Payment method (eg credit card, bank transfer, direct debit etc);

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- The Account or Service Number you made the payment to;
- Receipt for payment, including the receipt number or bank account statement.