# EXTRAS

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ISSUED square trade

**AUSTRALIA PTY LTD** ABN 52 631 111 861 **AFSL 525628** 

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#### PART A: IMPORTANT INFORMATION

#### **About this Product Disclosure Statement (PDS)**

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

JB Hi-Fi 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 430 831

SquareTrade has appointed JB Hi-Fi Group Pty Ltd ABN 37 093 114 286

AR Number: 472876

(JB Hi-Fi) as its authorised representative to distribute and deal in JB Hi-Fi Extras plans. You can contact JB Hi-Fi using the online "Contact Us" form available at: <a href="https://support.jbhifi.com.au/hc/en-au/requests/new">https://support.jbhifi.com.au/hc/en-au/requests/new</a>

#### JB HI-FI EXTRAS — SUMMARY BENEFITS TABLE

JB Hi-Fi Extras is a membership program, which aims to help you get the most out of your new device (a "Device"). JB Hi-Fi 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 JB Hi-Fi Extras plans: Monthly Subscription Plans and Fixed Term Plans. Table 1 below summarises the benefits available under each type of JB Hi-Fi Extras plan.

Table 1

Device	Smartphone	iPad	MacBook	iMac, Mac Mini, Mac Studio	Apple Watch	AirPods, AirPods Pro, AirPods Max, Beats
Coverage Period for Fixed Term Plans	24 months	24 months	36 months	36 months	24 months	24 months
Coverage Period for Monthly Subscription Plans	Monthly	Monthly	N/A	N/A	N/A	N/A
Technical Support‡	✓	<b>✓</b>	<b>✓</b>	<b>&gt;</b>	✓	<b>&gt;</b>
Mobile Security Software **	<b>→</b>	<b>✓</b>	✓	<b>✓</b>	×	*
Swap Anytime  ***	<b>✓</b>	<b>✓</b>	✓	✓	✓	✓
Front Screen Replacement ^	<b>✓</b>	for iPad Pro and iPad Air (Apple Silicon M2 & M4 models only)	<b>✓</b>	<b>&gt;</b>	×	*
Back Glass Replacement ^^	excluding iPhone models released prior to the iPhone 12	×	*	*	×	*
Apple Care Services Included*	iPhone Devices Only	<b>✓</b>	✓	<b>→</b>	✓	<b>→</b>

# Technical Support	Refer to Clause 7 for further details.
** Mobile Security Software	Refer to Clause 8 for further details.
*** Swap Anytime	Refer to Clause 6 and Clause 9 for further details.  This feature gives you the right to swap your Device at any time, for any reason (subject to payment of the applicable service fee) by sending it to SquareTrade and receiving an equivalent Refurbished Replacement Device.
^Front Screen & ^^Back Glass Replacement	Service fees apply. Refer to Clause 6 and Clause 10 for further details.  Depending on the model and condition of your Device, the front screen or back glass of your Device may not be able to be replaced, an equivalent Refurbished Replacement Device will be provided to fulfil your Front Screen or Back Glass Replacement service request and a higher service fee will apply. See clause 10.2 and clause 10.5 for further details. Back glass replacement not available for iPhone models released prior to the iPhone 12.
+ AppleCare Services	You may be eligible to attend Apple Stores and Apple authorised service providers to receive a front or back glass replacement and swap anytime service requests fulfilled. This feature also allows you to contact Apple for 24/7 priority access to Apple experts via chat or phone.

#### **COSTS OF JB HI-FI EXTRAS**

You will be required to pay Membership Fees for your JB Hi-Fi Extras plan as set out in the table below (all amounts stated are inclusive of GST). The Membership Fees are as follows:

Table 2

	For P	hones	For iPads		
	24 months plan	Monthly subscription	24 months plan	Monthly subscription	
Devices under \$1000	\$199*	\$9.99* per mth	\$139*	\$6.99* per mth	
Devices \$1000 - \$1999.99	\$299* \$14.99* per mth		\$239*	\$10.99* per mth	
Devices \$2000 and over	\$349*	\$17.99* per mth	\$269*	\$13.99* per mth	
	For MacBook		For iMac, Mac Mini, Mac Studio		
	36 mon	ths plan	36 months plan		
Devices under \$2000	\$38	89*	\$189*		
Devices \$2000 - \$2999.99	\$4	89*	\$289*		
Devices \$3000 and over	\$58	89*	\$489*		
				irPod Pros, AirPod ts Headphones	
	24 mon	ths plan	24 months plan		
Devices under \$500	\$1:	29*	\$79*		
Devices \$500 - \$999.99	\$159*		\$129*		
Devices \$1000 & above	\$18	89*	, VIZ7		

<sup>\*</sup> The Membership Fee could be different if you purchased your JB Hi-Fi Extras plan during a promotional period in which case your Membership Fee will be at the promotional price as described in the promotional materials.

Additional service fees apply each time you make a service request as set out in Table 3 below (all amounts stated are inclusive of  $\mathsf{GST}$ ).

Table 3

Device	Smartphone	iPad	MacBook	iMac, Mac Mini, Mac Studio	Apple Watch	AirPods, AirPods Pro, AirPods Max, Beats
Front Screen Replacement	\$45	\$45 for iPad Pro and iPad Air (Apple Silicon M2 & M4 models only)	\$149	\$149	N/A	N/A
Back Glass Replacement	\$45	N/A	N/A	N/A	N/A	N/A
Swap Anytime <	\$149	\$65 for Apple iPad except the Pro and Air Apple Silicon M2 & M4 models; or \$149 for iPad Pro and iPad Air Apple Silicon M2 & M4 models only	\$429	\$429	\$99 for Apple Watches except for the Ultra and Hermes editions; or \$119 for Apple Watch Ultra and Hermes editions	\$45

<sup>&</sup>lt; Additional charges may apply if you do not return your Device to SquareTrade as required under clause 9 or if your Device is disabled, locked or IMEI blocked or does not have all genuine parts as required under clause 9.2.

#### SIGNIFICANT RISKS

Some risks of holding a JB Hi-Fi Extras plan include:

- Device is lost or stolen: if your Device is stolen or is otherwise lost, you will not be able
  to make a Swap Anytime service request or a Front Screen or Back Glass Replacement
  service request. Additionally, you may not be able to utilise the Technical Support and
  Mobile Security Software features of your JB Hi-Fi Extras plan;
- Product or fee changes: SquareTrade has the right to amend the terms and conditions of your JB Hi-Fi Extras plan in certain circumstances, by providing not less than 30 days' written notice to you (see clause 12.2). This may result in some of the features of your JB Hi-Fi Extras plan being varied or removed and/or the services fees payable increasing. Where this occurs and you have purchased a Fixed Term Plan, you may cancel your Fixed Term Plan within 30 days of receiving such notice and receive a pro rata refund of the Membership Fees you paid for your Fixed Term Plan. Where this occurs and you have purchased a Monthly Subscription Plan, you can exercise your right to cancel your Monthly Subscription Plan at any time;
- 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 a Swap
  Anytime service request;
- Replacement device coverage: if your Device is replaced under the manufacturer's
  warranty, JB Hi-Fi Voluntary Warranty or the Australian Consumer Law, you will need to
  ensure that your replacement device is added to your JB Hi-Fi Extras plan in order to be
  able to access some features of your JB Hi-Fi Extras plan for that replacement device;
- 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 a Swap Anytime or Front
  Screen or Back Glass 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: JB Hi-Fi 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 JB Hi-Fi Extras plan after expiry of the cooling
  off period, you will not receive a refund for Membership Fees already paid except as
  otherwise provided in clause 5. Please note that once your JB Hi-Fi Extras plan is
  cancelled (for whatever reason including, without limitation, your failure to pay the
  monthly subscription fee), we are unable to reinstate your JB Hi-Fi Extras plan and are
  unable to sell a new JB Hi-Fi Extras plan to you for the same Device.

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 JB Hi-Fi Extras plan.

#### COMPLAINTS

If you have any complaints regarding your JB Hi-Fi Extras plan, including any complaints regarding the handling of your service request or the actions of SquareTrade or JB Hi-Fi, you can contact SquareTrade by calling 1800 430 831.

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 SquareTrade's 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. AFCA's 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 JB HI-FI EXTRAS

#### 1. Definitions

In this PDS, some words have special meanings:

- (a). AASP means an Apple Authorised Service Provider;
- (b). **Business Day** means a day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;
- (c). Commencement Date means the date on which you purchased your JB Hi-Fi Extras plan;
- (d). **Device** means the Smartphone, iPad, MacBook, iMac, Mac Mini, Mac Studio, Apple Watch, AirPods, AirPods Pro, AirPods Max and Beats Headphones device registered to your JB Hi-Fi Extras plan;
- (e). Device Returns Centre means SquareTrade's device returns centre (as advised to you by SquareTrade from time to time);
- (f). 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 outside of the reasonable control of SquareTrade;
- (g). **JB Hi-Fi Voluntary Warranty** means JB Hi-Fi Refunds & Warranties Policy, available from https://www.jbhifi.com.au/pages/refunds-and-warranties-guide;
- (h). **Membership Fees** means: the fees payable for a JB Hi-Fi Extras plan set out in table 2 above;
  - The Membership Fee could be different if you purchased your JB Hi-Fi Extras plan during a promotional period in which case your Membership Fee will be at the promotional price as described in the promotional materials;
- (i). Mobile Security Software means Trend Micro Mobile Security software for Android for Android Smartphone, Trend Micro Mobile Security for iOS for Apple Smartphone & iPad, or Trend Micro Internet Security for Mac for MacBooks, iMac, Mac Mini, Mac Studio (or such other replacement mobile security software as SquareTrade determines from time to time);
- (j). **Personal Information** means personal information within the meaning given to that term in the Privacy Act 1988 (Cth).
- (k). Refurbished Replacement Device has the meaning set out in cause 9.1.

#### 2. Types of JB Hi-Fi Extras plans

- 2.1. There are different types of JB Hi-Fi Extras plans which you may purchase:
  - (a). JB Hi-Fi Extras plans under which you are required to pay the applicable

- Membership Fees on a monthly basis (Monthly Subscription Plans); and
- (b). JB Hi-Fi Extras plans under which you are required to pay all applicable Membership Fees upfront at the time you purchase a JB Hi-Fi Extras plan (Fixed Term Plans).
- 2.2. Monthly Subscription Plans are only available for purchase for smartphones and iPads and 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.
- 2.3. Fixed Term Plans have a term of 24 or 36 months (depending on the type of Device covered), commencing on the Commencement Date, unless cancelled earlier in accordance with clause 5. SquareTrade may offer you the option of purchasing an additional term prior to the expiry of your existing Fixed Term Plan.
- JB Hi-Fi 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 JB Hi-Fi 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 service requests

- 3.1. If your Device is faulty, before making a service request you should contact JB Hi-Fi to check whether you are entitled to a refund, replacement or repair of your Device under the Australian Consumer Law or JB Hi-Fi Voluntary Warranty. You should also check if you are entitled to a remedy under the manufacturer's warranty.
- 3.2. You can do this by contacting any JB Hi-Fi store or by submitting an enquiry via the "Contact Us" feature of JB Hi-Fi website https://support.jbhifi.com.au/hc/en-au/ requests/new.

#### 4. Purchasing a JB Hi-Fi Extras plan

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

#### 5. Cancellation of JB Hi-Fi 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 of your JB Hi-Fi Extras plan. During this cooling off period, you can cancel your plan and get a full refund as long as you haven't submitted a Swap Anytime or a Front Screen or Back Glass Replacement service request, by contacting SquareTrade on 1800 430 831.
- 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 the Manage My Plans section of squaretrade.com.au and completing a cancellation request; or
  - (b). calling SquareTrade on 1800 430 831
- 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 4.2(b).
- 5.4. If you purchased a Fixed Term Plan and SquareTrade provides you with notice under clause 12.2 of any variations to the terms and conditions, then you can cancel your Fixed Term Plan by contacting JB Hi-Fi within 30 days of the date of that notice (even if the cooling period has expired). 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 JB Hi-Fi 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 JB Hi-Fi Voluntary Warranty, under the ACL or the manufacturer's warranty for your Device;
- (d). 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 JB Hi-Fi Extras plan with immediate effect by providing written notice to you if:
  - (a), 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, and you have failed to pay the outstanding fee before the proposed cancellation date;
  - (b), you breach these terms and have not remedied that breach within 14 days of SquareTrade asking you to do so;
  - (c). SquareTrade reasonably suspect that you, or someone else, has engaged in fraud or criminal activity in relation to your JB Hi-Fi Extras plan. To assess whether this is the case, SquareTrade may ask you to give it relevant information, including a copy of your driver's licence or other identity information or a statutory declaration:
  - (d). SquareTrade does not have the required information or received inaccurate information from you about you or your Device, with the result that SquareTrade is unable to complete the registration of your Device for JB Hi-Fi Extras. If SquareTrade requires additional information, and having made reasonable efforts, 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 JB Hi-Fi 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;
- 5.7 If you make a Swap Anytime Service Request and you are provided with a JB Hi-Fi Gift Card in place of Replacement Device pursuant to clause 9.1, your JB Hi-Fi Extras plan will be automatically cancelled at the date that you are provided with the JB Hi-Fi Gift Card. Where this occurs and you have a Fixed Term Plan you will receive a pro rata refund of the Membership Fees you paid for your Fixed Term Plan. Where this occurs and you have purchased a Monthly Subscription Plan, you will receive a pro rata refund of the Membership Fees you have paid for that month. If you choose to purchase another eligible device with the JB Hi-Fi Gift Card provided to you, you will need to purchase a new JB Hi-Fi Extras plan if you wish for that device to be covered by a JB Hi-Fi Extras plan.

#### 6. Making a service request

- 6.1. In order to make a Swap Anytime service request or a Front Screen or Back Glass Replacement service request, you can:
  - (a). file an online service request at squaretrade.com.au; or
  - (b). call SquareTrade on 1800 430 831.
- 6.2. You cannot make a Swap Anytime service request or a Front Screen or Back Glass Replacement service request by visiting a JB Hi-Fi store.
- 6.3. If your Device is an Apple Device, then you may be eligible to make a Front Screen or Back Glass Replacement service request (iPhone, MacBook, iMac only) and Swap Anytime service requests by visiting a Genius Bar at an Apple store or an AASP. You can contact SquareTrade to find out if you are eligible.
- 6.4. In order to make a Swap Anytime service request or a Front Screen or Back Glass Replacement service request your JB Hi-Fi 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 4.2(a).
- 6.5. Before returning your Device to SquareTrade as part of a Swap Anytime service request or a Front Screen or Back Glass service request, you must:
  - (a). remove the SIM card and any personal and confidential information from your Device because this information will be destroyed and cannot be retrieved; and
  - (b). disable all activation or Device locking features and reset your Device to factory settings. If you fail to send your Device to SquareTrade as required under these terms and conditions after making a Swap Anytime service request, SquareTrade will take payment from you of an amount equal to the cost of your Refurbished Replacement Device in accordance with clause 9.4(c).

#### 7. Technical Support

- 7.1. Under your JB Hi-Fi Extras Plan, you may access telephone technical support for your Device by calling 1800 430 831.
- 7.2. If your Device is an Apple Device you will also get priority access to Apple experts through getsupport.apple.com for questions about your Device.
- 7.3. The technical support available under your JB Hi-Fi Extras plan is limited to advice in relation to technical problems with your Device.

#### 8. Mobile Security Software

8.1. Under your JB Hi-Fi Extras plan, if your Device is a smartphone, iPad, MacBook, iMac, Mac Mini or Mac Studio, you will be provided with access to Security Software for the term of your JB Hi-Fi Extras plan. Mobile Security Software is unavailable on Apple Watch, AirPods, AirPods Pro, AirPods Max and Beats Headphones.

- 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 you will be required to agree to the terms and conditions available at https://www.trendmicro.com/en\_au/ about/legal.html?modal=en-english-mulitcountry-consumer-eulapdf#t4 (or such other terms and conditions as may be notified to you from time to time).

#### 9. Swap Anytime Service Requests

- Under your JB Hi-Fi Extras plan, you are entitled (subject to payment of the applicable service fee under clause 9.3) to swap your Device for any reason by sending it to SquareTrade and receiving from SquareTrade a refurbished device of the same make and model as your Device (the "Refurbished Replacement Device"). If a Refurbished Replacement Device of the same make and model as your Device is not available, you will be provided with:
  - (a) a refurbished device of a similar make or model of your Device (also, a "Refurbished Replacement Device"); or
  - (b) if a Refurbished Replacement Device of the same make and model, or a similar make and model is not available:
    - i. you will be provided with a JB Hi-Fi Gift Card in an amount equal to the price you paid for your original Device after all discounts and inclusive of GST;
    - ii. you will be required to provide SquareTrade with proof of purchase of your Device; and
    - iii. pursuant to clause 5.7, your JB Hi-Fi Extras plan will be cancelled at the date that you are provided the JB Hi-Fi Gift Card. Where this occurs and you have a Fixed Term Plan you will receive a pro rata refund of the Membership Fees you paid for your Fixed Term Plan. Where this occurs and you have a purchased a Monthly Subscription Plan, you will receive a pro rata refund of Membership Fees you have paid for that month. If you choose to purchase another eligible device with the JB Hi-Fi Gift Card provided to you, you will need to purchase a new JB Hi-Fi Extras plan if you wish for that device to be covered by a JB Hi-Fi Extras plan.
- 9.2. In order to make a Swap Anytime service request, your Device must (i) not be disabled, locked or IMEI blocked and (ii) have all genuine parts. If the Device is disabled, locked or IMEI blocked or does not have all genuine parts, SquareTrade will use reasonable endeavours to contact You to remedy this, however if SquareTrade is unable to contact You or the problem is not able to be remedied, You may be charged additional fees. These fees will be a reasonable amount to cover the labour cost of putting the Device in the condition required by this clause 9.2 and will not exceed the cost of your Device.
- 9.3. The service fee payable each time you make a Swap Anytime service request varies depending on the type of your Device and are set forth in table 4.

Table 4

Device	Smartphone	iPad	MacBook	iMac, Mac Mini, Mac Studio	Apple Watch	AirPods, AirPods Pro, AirPods Max, Beats
Swap Anytime service fee <	\$149	\$65 for all Apple iPads other than the Pro and Air Apple Silicon M2 & M4 models; or \$149 for iPad Pro and iPad Air Apple Silicon M2 & M4 models only	\$429	\$429	\$99 for Apple Watches other than the Ultra and Hermes editions; or \$119 for Apple Watch Ultra and Hermes editions	\$45

<sup>&</sup>lt; Additional charges may apply if you do not return your Device to SquareTrade as required under clause 9.

- 9.4. If you lodge a Swap Anytime service request with SquareTrade:
  - (a). you will be required to make payment to SquareTrade of the applicable service fee under clause 9.3:
  - (b). 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
  - (c). You will be required to confirm that you will send your Device to SquareTrade within 5 Business Days of the date on which you receive the Refurbished Replacement Device in accordance with these terms and if you fail to do so you agree that an amount equal to the cost of your Refurbished Replacement Device will be charged to the credit card used for the payment of your service fee.
- 9.5. After completion of the steps referred to in clause 9.4:
  - (a). SquareTrade will provide you with a Refurbished Replacement Device;
  - (b). after you have completed the steps described in clause 6.5, you must send 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 send your Device to SquareTrade within 5 Business Days of the date on which you receive the Refurbished Replacement Device, then SquareTrade will take payment from your credit card for an amount equal to the cost of your Refurbished Replacement Device. If SquareTrade is unable to take payment from your credit card, it may seek to otherwise recover payment of the cost of your Refurbished Replacement Device 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.

- 9.6. If you make a Swap Anytime service request and receive a Refurbished Replacement Device, that Refurbished Replacement Device will automatically become your Device for the purposes of your JB Hi-Fi Extras plan.
- If your Device if an Apple Device and you lodge a Swap Anytime service request at 9.7 any Apple store or Apple Authorised Service Provider:
  - (a). you will be required to make a payment of the service fee under clause 9.3 at the Apple store or Apple Authorised Service Provider; and
  - (b). you will be provided at the Apple store or AASP with a Refurbished Replacement Device.
- 9.8 Each Refurbished Replacement Device will have the benefit of a minimum guarantee period of twelve months regardless of the remaining term of your Monthly Subscription Plan or Fixed Term Plan. This minimum quarantee is in addition to your rights under the Australian Consumer Law. SquareTrade will provide you with a replacement refurbished device if Refurbished Replacement Device provided to you as part of a Swap Anytime service request is defective during the minimum guarantee period or you have rights to replacement under the Australian Consumer Law. To make a claim under this guarantee, you should contact SquareTrade by going to squaretrade.com. au or calling SquareTrade at 1800 430 831.

#### 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.

#### 10. Front Screen or Back Glass Replacement service requests

- 10.1. For smartphones, iPad Pro, iPad Air (Apple Silicon M2 and M4 models), MacBook, iMac, Mac Mini, or Mac Studio, you are entitled to have the Front Screen of your Device replaced (subject to payment of the service fee under clause 10.5) for any reason. For smartphones (excluding iPhone models released prior to the iPhone 12) you are also entitled to have the Back Glass of your Device replaced (subject to payment of the service fee under clause 10.5) for any reason.
- 10.2. Depending on the type and condition of your Device, SquareTrade may need to exchange your entire Device with a Refurbished Replacement Device rather than replacing the screen or glass of your Device. For example, some devices do not allow the screen or glass to be replaced. SquareTrade will notify you if this is the case when you lodge a service request.
- 10.3. During the process of Front Screen or Back Glass 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 Front Screen or Back Glass Replacement service request.
- 10.4. Refurbished parts may be used to fulfil your Front Screen or Back Glass Replacement service request. All parts used (whether new or refurbished) will have the benefit of a minimum guarantee period of twelve months regardless of the remaining term of your Monthly Subscription Plan or Fixed Term Plan. This minimum guarantee is in addition to your rights under the Australian Consumer Law. SquareTrade will replace your front screen and/or back glass or provide you with a Refurbished Replacement Device if the parts used to fulfil your Front Screen or Back Glass Replacement service request are defective during the minimum guarantee period or you have rights to replacement under the Australian Consumer Law. To make a claim under this guarantee, you should contact SquareTrade by going to squaretrade.com.au or calling SquareTrade at 1800 430 831. SquareTrade will arrange the screen and/or back glass replacement or replacement of your Device.

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10.5. A service fee is payable for each Front Screen or Back Glass Replacement service request you make. The service fee depends on whether the screen or back glass of your Device is able to be replaced or if the entire Device needs to be exchanged. The applicable service fees can be found in the following table:

Device	Smartphone	iPad	MacBook	iMac, Mac Mini, Mac Studio	Apple Watch	AirPods, AirPods Pro, AirPods Max, Beats
Front Screen Replacement	\$45	\$45 for iPad Pro and iPad Air (Apple Silicon M2 & M4 models only)	\$149	\$149	N/A	N/A
Back Glass Replacement	\$45	N/A	N/A	N/A	N/A	N/A
Refurbished Replacement Device (Front Screen or Back Glass Replacement not possible)	\$149	\$65 for all Apple iPads except the Pro and Silicon M2 & M4 models; or \$149 for iPad Pro and iPad Air Apple Silicon M2 & M4 models only	\$429	\$429	N/A	N/A

- 10.6. When you lodge a service request for Front Screen or Back Glass Replacement at squaretrade.com.au or by calling SquareTrade on 1800 430 831:
  - (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 front screen or back glass of your Device and return your Device to you; if the front screen and/ or back glass of your Device is not able to be replaced, SquareTrade will send you a Refurbished Replacement Device.
- 10.7. If your Device is an Apple Device and you lodge a Front Screen or Back Glass Replacement service request at any Apple store or AASP:
  - (a), you will be required to make payment of the service fee under clause 10.5 at the Apple store or AASP;
  - (b), if the screen and/or back glass of your Device is able to be replaced, the replacement of the screen and/or back glass 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 and/or back glass of your Device is not able to be replaced, you will be provided at the Apple store or AASP with a Refurbished Replacement Device.

#### 11. Privacy

- 11.1. JB Hi-Fi will collect Personal Information from you for the purposes of arranging for SquareTrade to issue your JB Hi-Fi Extras plan to you. JB Hi-Fi 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 JB Hi-Fi Extras plan.
- 11.2. You acknowledge and agree that JB Hi-Fi may also hold and use any such Personal Information collected from you for the purposes of marketing its products and services to you (unless you opt-out of receiving marketing materials from JB Hi-Fi) and otherwise in accordance with its privacy policy (available at https://www.jbhifi.com.au/pages/privacy-policy), as may be updated from time to time. You can unsubscribe at any time by selecting the "unsubscribe" option in the relevant communication, for example, clicking on the unsubscribe link in the email you receive or texting the stated response word e.g. "STOP" or "UNSUB" or "REMOVE" to the mobile number in the SMS you receive.
- 11.3. SquareTrade may collect Personal Information from you when you access any of the benefits available under your JB Hi-Fi Extras plan.
- 11.4. You acknowledge and agree that SquareTrade will collect, hold, use and disclose

- any such Personal Information for the purposes of performing its obligations under these terms and conditions in relation to your JB Hi-Fi Extras plan.
- 11.5. SquareTrade will disclose any such Personal Information to JB Hi-Fi for the purposes of allowing JB Hi-Fi to perform its obligations in connection with your JB Hi-Fi Extras plan.

#### 12. Other matters

- 12.1. 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. Any party affected by a Force Majeure Event will, acting in good faith, take all reasonable steps to mitigate the effects of the Force Majeure Event as soon as practicable.
- 12.2. 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 JB Hi-Fi Extras plan); and/or
  - (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.
- 12.3. These terms and conditions are governed by the laws of the state of Victoria, Australia.
- 12.4. 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.



JB HI-FI EXTRAS
ISSUED BY SQUARETRADEAUSTRALIA PTY LTD
ABN 52 631 111 861
AFSL 525628



SCAN TO LEARN MORE ABOUT JB HI-FI EXTRAS, INCLUDING TARGET MARKET DETERMINATION (TMD).

JBHIFI.COM.AU/EXTRAS