

JB HI-FI

DEVICE+

PLAN

CUSTOMER TERMS AND CONDITIONS

DATE OF PREPARATION: 14TH NOVEMBER 2024

1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions ("**Terms and Conditions**") set out the agreement between you ("**You, Your**") and JB Hi-Fi Group Pty Ltd (ABN 37 093 114 286) ("**JB Hi-Fi, We, Us, Our**"), in relation to Your purchase of a JB Hi-Fi Device+ Plan (hereafter the "**JB Hi-Fi Device+ Plan**").
- 1.2 Asurion Australia Pty Ltd (ABN 18 155 388 275), its employees and contractors (collectively "**Asurion**") may provide elements of the JB Hi-Fi Device+ Plan as Our agent or as an independent contractor.
- 1.3 Please read these Terms and Conditions carefully as they outline Your rights and responsibilities under the JB Hi-Fi Device+ Plan and provide You with other important information about the JB Hi-Fi Device+ Plan. Your purchase of the JB Hi-Fi Device+ Plan constitutes acceptance by You to be bound by these Terms and Conditions.
- 1.4 Words and phrases with special meanings in these Terms and Conditions are capitalised and can be found in the definitions in clause 13 below.

2. ELIGIBILITY

- 2.1 To purchase a JB Hi-Fi Device+ Plan, You must:
 - (a) be an Australian resident who is at least 18 years old;
 - (b) purchase an Eligible Device;
 - (c) have a Zip Money Account (which will require You to agree to the Zip Money Contract) and enter into a Zip Money Instalment Plan for the Total Purchase Price (which will require You to have a sufficient available limit on Your Zip Money Account); and
 - (d) provide Us with Your full name, address, phone number and email address.
- 2.2 If You meet the eligibility criteria in clause 2.1 and purchase a JB Hi-Fi Device+ Plan, the Eligible Device which You purchased together with Your JB Hi-Fi Device+ Plan will become Your Registered Device and Your JB Hi-Fi Device+ Plan will commence on the date of purchase ("**Start Date**").

3. ABOUT THE JB HI-FI DEVICE+ PLAN

3.1 Summary of Services included

During the Plan Term, We will provide the relevant Services indicated in the table below for Your Registered Device (as applicable to the Initial Plan Term or Additional Plan Term, as the case may be).

SERVICE	SMARTPHONES		COMPUTERS & TABLETS	
	Initial Plan Term*	Additional Plan Term*	Initial Plan Term*	Additional Plan Term*
Upgrade Request Return Your Registered Device to Asurion within 21 days of making Your Upgrade Request and a pro rata refund of the Total Purchase Price (for the remaining period in the Standard 24 Month Plan Term) will be applied to the Relevant Zip Money Account*, which You can put towards the purchase of a new device. To make an Upgrade Request You must provide: <ul style="list-style-type: none"> a copy of an Australian drivers' licence or other form of acceptable government-issued photo ID; and a valid Australian issued credit or debit card and authorise Asurion to take payment of any applicable fees. Fees may apply if: <ul style="list-style-type: none"> You do not return Your Registered Device or You return the wrong device, or You return Your Registered Device with components missing, or Your Registered Device is discovered to have activation/device locking/remote management features enabled, or Your Registered Device has been AMTA locked or otherwise reported as lost or stolen. See clause 5, clause 6 and clause 7 for more details.	✓	✗	✓	✗
Access to Asurion Security Advisor For up to 6 email addresses. Asurion Security Advisor is a digital tool accessible through the JB Hi-Fi Device+ Portal which allows You to find out if Your personal data associated with the email addresses has been compromised online. See clause 3.5 for more details.	✓		✓	
Access to Tech Support For Your Registered Device. Available via live chat between 9am to 6pm (AEST/AEDT), Monday to Friday. See clause 3.6 for more details.	✓		✓	
Microsoft 365 Family Subscription See clause 3.7 for more details.	✗		✓	

*The Standard 24 Month Plan Term, subject to any earlier termination of Your JB Hi-Fi Device+ plan (including as a result of an Upgrade Request).

*If Your JB Hi-Fi Device+ Plan is not terminated prior to end of the Standard 24 Month Plan Term, it will continue after expiry of the Standard 24 Month Plan Term until it is terminated. Where this occurs, You will continue to receive the "non-Upgrade Request" Other Services and a monthly fee (which will be advised to You prior to the end of the Standard 24 Month Plan Term) will be charged to the Relevant Zip Money Account.

*Zip Money is a credit facility and interest, fees and charges may apply to Your use of a Zip Money account (see clause 3.3 for more details).

3.2 Plan Term

Your Plan will commence on the Start Date and will continue for the Plan Term.

3.3 Zip Money Instalment Plan

(a) Eligibility for a Zip Money Instalment Plan:

In order to be eligible to purchase a JB Hi-Fi Device+ Plan, You must

- (i) have a Zip Money Account or apply for and be approved by Zip Money for a Zip Money Account (which will require You to agree to the Zip Money Contract); and
- (ii) enter into a Zip Money Instalment Plan for the Total Purchase Price (which will require You to have a sufficient available limit on Your Zip Money Account).

(b) Zip Money Account Establishment Fee

If You are a new Zip Money applicant, and apply for the Relevant Zip Money Account at the time of purchase of the Eligible Device and JB Hi-Fi Device+ Plan, the Zip Money Account Establishment Fee will be waived.

(c) Zip Money Monthly Account Fee

The Zip Money Monthly Account Fee:

- (i) will be waived for each Plan Month that the Relevant Zip Money Account is used exclusively for Your Zip Money Instalment Plan and You repay the required instalment in accordance with Your Zip Money Instalment Plan;
- (ii) will be applied in any Plan Month when the Relevant Zip Money Account is used to pay for Transactions other than Your Zip Money Instalment Plan and there is an Outstanding Balance for such Transactions, in accordance with the Zip Money Contract;
- (iii) will be applied from the effective date of the termination or cancellation of Your JB Hi-Fi Device+ Plan, pursuant to clause 9.1, 9.3, 9.5, 9.7, or 11.2; and
- (iv) may be applied on and from the date on which you reduce the monthly instalments payable under Your Zip Money Instalment Plan, pay only the Minimum Repayment Amounts under Your Zip Money Instalment Plan or your Zip Money Instalment Plan is turned off by You or cancelled in accordance with the Zip Money Contract.

(d) Minimum Repayment Amounts and payment of interest on Your Zip Money Account

Payment of the instalments in accordance with Your Zip Money Instalment Plan will repay the Total Purchase Price within the Standard 24 Month Plan Term. However, if You turn off Your Zip Money Instalment Plan or Your Zip Money Instalment Plan is cancelled, You will be required to pay Minimum Repayment Amounts. Paying only the Minimum Repayment Amounts may not necessarily repay the Total Purchase Price within the Standard 24 Month Plan Term. Minimum Repayment Amounts will also apply (in addition to the required instalments under Your Zip Money Instalment Plan) if you have an Outstanding Balance for any Transaction which is not on the Zip Money Instalment Plan.

At the expiry of the Standard 24 Month Plan Term, any balance outstanding of the Total Purchase Price will be charged interest at the Standard Annual Percentage Rate. The Standard Annual Percentage Rate also applies to the Outstanding Balance of any Transactions in any month for which an interest free period does not apply.

Further information about Your Zip Money Account and its terms and conditions, including the amount of the Zip Money Monthly Account Fee, interest, other fees and charges which may apply (and which are subject to change) are set out in Your Zip Money Contract.

Refer to <https://zip.co/au/zip-money> and Your Zip Money Contract for further details.

3.4 Upgrade Request

Subject to these Terms and Conditions, during the Initial Plan Term You may make an Upgrade Request. Please note that:

- (a) clause 5 describes how You can make an Upgrade Request;
- (b) clause 6 describes the Fees that may become payable if You make an Upgrade Request (including a Device Non-Return Fee if You receive an Advance Refund and do not return Your Registered Device to Asurion on or before the Device Return Deadline or You return an Incorrect Device to Asurion, an Ineligible Device Fee if You return an Ineligible Device to Asurion and a Missing Component Fee if the Registered Device You return to Asurion has Missing Components); and
- (c) clause 7 describes Your responsibilities when sending Your Registered Device to Asurion in connection with an Upgrade Request.

3.5 Asurion Security Advisor

During the Plan Term, You will be provided with access to Asurion Security Advisor for up to 6 different email addresses. Asurion Security Advisor is a digital tool provided by Asurion that allows You an easy way to find out if Your personal data has been compromised online. Asurion Security Advisor is available to You by logging in to the JB Hi-Fi Device+ Portal and following the links. You will need to enter Your email address and the Asurion Security Advisor tool will find out if Your email address has been associated with any known data breaches, and You will also be given recommendations on how to improve Your online security.

3.6 Tech Support

- (a) During the Plan Term, You will have access to the Tech Support for Your Registered Device. The Tech Support can assist You with the following:
 - (i) setting up Your Registered Device;
 - (ii) technical support to troubleshoot and resolve technical issues with Your Registered Device;
 - (iii) advice, tips and tricks to help You maximise use of Your Registered Device;
 - (iv) technical support for Your Registered Device's operating system and software applications; and

(v) technical support to help You use Your Registered Device with other services and devices that are compatible with Your Registered Device.

(b) The Tech Support is available through a chat service in the JB Hi-Fi Device+ Portal where You will be speaking to a live Asurion agent. If a live agent is not able to assist You through the chat service, they may request to contact You by phone. Agents are available between 9am to 6pm (AEST/AEDT), Monday to Friday. The Tech Support does not include assistance with network coverage issues, where modified or unsanctioned operating systems, drivers and software applications are in use, or for issues that are not related to Your Registered Device.

3.7 Microsoft 365 Family Subscription (tablets and computers only)

- (a) If Your Registered Device is a tablet or computer, You will receive a Microsoft 365 Family Subscription for the Plan Term. Instructions on how to activate Your Microsoft 365 Family Subscription are accessible through the JB Hi-Fi Device+ Portal. Your Microsoft 365 Family Subscription must be activated during Your Initial Plan Term.
- (b) To utilise the Microsoft 365 Family Subscription, You must have (or create) a Microsoft account (which will require You to agree to the Microsoft Services Agreement) and accept the Microsoft License Terms.
- (c) If You already have:
- (i) an existing Microsoft 365 Family Subscription when You purchase Your JB Hi-Fi Device+ Plan, Your existing Microsoft 365 Family Subscription will be paused for the duration of the Plan Term; or
 - (ii) an existing Microsoft 365 Basic subscription or Microsoft 365 Personal subscription, Your existing Microsoft 365 Basic subscription or Microsoft 365 Personal subscription (as the case may be) will be converted to a Microsoft 365 Family Subscription (in accordance with the Microsoft's current standard process at the time of activation, which is available via <http://www.jbhifi.com.au/deviceplus>, including the ratio at which the remaining time on Your existing Microsoft 365 Basic or Personal subscription converts to a Microsoft 365 Family Subscription). Following such conversion, Your converted Microsoft 365 Family Subscription will be paused for the duration of the Plan Term.

3.8 JB Hi-Fi Gift Card

If You receive a Gift Card in connection with the purchase of Your JB Hi-Fi Device+ Plan and Your JB Hi-Fi Device+ Plan is terminated prior to the end of the Standard 24 Month Plan Term pursuant to clause 9.1 or 9.3, then any refund that You may be entitled to from Us under clause 9.4 will be reduced by a pro rata amount of the Gift Card that You received, reflecting the number of Plan Months remaining in the Standard 24 Month Plan Term. For example, if You received a \$100 Gift Card as part of Your JB Hi-Fi Device+ Plan and Your JB Hi-Fi Device+ Plan is terminated at the end of the twelfth Plan Month, then any refund that You receive under clause 9.4 will be reduced by an amount of \$50.

3.9 Access to the Other Services after the Standard 24 Month Plan Term

(a) If Your JB Hi-Fi Device+ Plan continues for the Additional Plan Term, then during

the Additional Plan Term, the Other Services will continue to be available to You and the Relevant Zip Money Account will be charged the Monthly Fee for the Other Services at the start of each Plan Month.

- (b) If You do not wish to continue to receive the Other Services after the expiry of the Standard 24 Month Plan Term, You must notify Us at least five (5) Business Days before the last day of the Standard 24 Month Plan Term.
- (c) We will provide You with written notice to Your Registered Email Address at least ninety (90) days prior to the expiry of the Standard 24 Month Plan Term of the expiry date of the Standard 24 Month Plan Term and the Monthly Fee that will apply if You continue to receive the Other Services during the Additional Plan Term (the **Notice**).
- (d) For the avoidance of doubt, during the Additional Plan Term, You will no longer be able to make an Upgrade Request.

3.10 Non-transferable

Your JB Hi-Fi Device+ Plan cannot be assigned or transferred to another person, and any person who acquires Your Registered Device will not have any benefit under these Terms and Conditions.

4. JB HI-FI DEVICE+ PORTAL

- 4.1 You must use the JB Hi-Fi Device+ Portal to make an Upgrade Request.
- 4.2 You can log in to the JB Hi-Fi Device+ Portal using Your Registered Email Address.
- 4.3 You can lodge enquiries about the Services and use the chat service, including the Tech Support, through the JB Hi-Fi Device+ Portal.
- 4.4 The JB Hi-Fi Device+ Portal is operated by Asurion.

5. MAKING AN UPGRADE REQUEST

5.1 To make an Upgrade Request You must:

- (a) log in to the JB Hi-Fi Device+ Portal with Your Registered Email Address to:
- (i) answer Asurion's assessment questions about the condition of Your Registered Device to confirm the eligibility of Your Registered Device for an Upgrade Request; and
 - (ii) provide valid Payment Card details for payment by You of any applicable Fees which may become payable in connection with the Upgrade Request (see clause 6 for more details);
- (b) meet the identification requirements as set out in the Asurion Transfer Terms (which involve providing a copy of an Australian drivers' licence or other form of acceptable form of government-issued photo identification);
- (c) agree to return Your Registered Device to Asurion on or before the Device Return Deadline;
- (d) be the legal and rightful owner of Your Registered Device (with no third party having the right to claim any interest, right or ownership of Your Registered Device);

- (e) agree to transfer full ownership, rights and title of Your Registered Device to Asurion in accordance with the Asurion Transfer Terms; and
- (f) otherwise acknowledge and accept the Asurion Transfer Terms on the JB Hi-Fi Device+ Portal.

For the avoidance of any doubt, where You are unable to meet the requirements set out in this clause 5.1, You will not be able to proceed with Your Upgrade Request.

5.2 By making an Upgrade Request You consent to:

- (a) Asurion checking with AMTA and/or any other relevant authority whether Your Registered Device and/or the device You have sent to Asurion has been registered as lost or stolen; and
- (b) Zip Money disclosing information about the Relevant Zip Money Account (including whether sufficient credit is available on the Relevant Zip Money Account to pay for any new device proposed to be purchased by You) to Us and Asurion.

5.3 If You wish to use the Relevant Zip Money Account to purchase a new device but sufficient credit is not available on the Relevant Zip Money Account (as determined by Zip Money), then to enable You to purchase a new device before returning Your Registered Device to Asurion, upon making an Upgrade Request:

- (a) You may be referred to Zip Money to discuss Your options in relation to the Relevant Zip Money Account; or
- (b) We may offer to make payment of the Advance Refund to Zip Money as a repayment towards Your Zip Money Instalment Plan prior to You returning Your Registered Device to Asurion.

5.4 Once You make an Upgrade Request, You will be notified by Asurion whether it has been accepted. If Asurion accepts Your Upgrade Request, then You must return Your Registered Device to Asurion (following the instructions that will be emailed to You) on or before the Device Return Deadline. Clause 7 sets out Your responsibilities when sending Your Registered Device to Asurion in connection with an Upgrade Request. Asurion may not accept Your Upgrade Request if We or Asurion are aware or reasonably believe that You are using Your JB Hi-Fi Device+ Plan in a manner which is fraudulent, illegal, related to criminal activity, or intended to make a commercial gain.

5.5 If You do not return Your Registered Device to Asurion on or before the Device Return Deadline or You return an Incorrect Device, You may be charged a Device Non Return Fee as further set out in clause 6.3.

5.6 Once Asurion has received Your Registered Device pursuant to an Upgrade Request:

- (a) Asurion will verify whether the Registered Device that You return in connection with Your Upgrade Request is an Ineligible Device or has Missing Components. If:
 - (i) You return an Ineligible Device, You may be charged an Ineligible Device Fee; or
 - (ii) Your Registered Device has Missing Components, You may be charged a Missing Component Fee,
 each as further set out in clause 6.3.

- (b) if We have not made payment of an Advance Refund in accordance with clause 5.3(b) and provided Asurion has received Your Registered Device, We will pay the Upgrade Refund to the Relevant Zip Money Account as a repayment towards Your Zip Money Instalment Plan.

- (c) If We have previously made payment of an Advance Refund in accordance with clause 5.3(b), then We will pay the Advance Refund Top Up (if applicable) to the Relevant Zip Money Account as a repayment towards Your Zip Money Instalment Plan.

5.7 For the avoidance of doubt, any payment We make towards Your Zip Money Instalment Plan under clause 5.6 will not factor in any repayments to the Relevant Zip Money Account that may be in arrears.

5.8 If the device that You return to Asurion in connection with an Upgrade Request has been reported as lost or stolen, Asurion may request that You provide additional documents or information, including further proof of ownership of the device. In the event that You do not provide sufficient proof of ownership of the device to Asurion and Asurion have custody of the device, Asurion will deal with the device in accordance with applicable laws and any instructions provided by relevant authorities, which may include providing the device to the relevant authorities

5.9 If You return an Incorrect Device to Asurion, then Asurion will contact You to request that You return Your Registered Device. If:

- (a) We have paid an Advance Refund in accordance with clause 5.3(b), then unless clause 5.8 applies (where Your Incorrect Device has been reported as lost or stolen), upon payment of Your Device Non-Return Fee, Your Incorrect Device will be returned to You by Asurion at Your cost and You authorise Asurion to charge Your Payment Card for any additional delivery fees reasonably incurred by Asurion in returning Your Incorrect Device to You; or
- (b) We have not paid an Advance Refund in accordance with clause 5.3(b), then unless clause 5.8 applies (where Your Incorrect Device has been reported as lost or stolen), Your Incorrect Device will be returned to You by Asurion at Your cost and You authorise Asurion to charge Your Payment Card for any additional delivery fees reasonably incurred by Asurion in returning Your Incorrect Device to You.

5.10 After making an Upgrade Request, Your JB Hi-Fi Device+ Plan will automatically be terminated upon the earlier of:

- (a) receipt by Asurion of Your Registered Device; or
- (b) if We have previously made payment of an Advance Refund in accordance with clause 5.3(b), the end of the Plan Month after the Plan Month in which you made the Upgrade Request.

For the avoidance of doubt, notwithstanding any such termination of Your JB Hi-Fi Device+ Plan, Fees may become payable by You to Asurion under clause 6.3 in certain circumstances.

6. FEES THAT MAY APPLY TO UPGRADE REQUESTS

- 6.1 The Fees outlined in this clause 6 are payable to Asurion.
- 6.2 You will be notified by Asurion via Your Registered Email Address whether any Fees may be payable by You.
- 6.3 You authorise Asurion to charge Your Payment Card the following Fees (as applicable):
- (a) a **Device Non-Return Fee** if We have made payment of an Advance Refund as a repayment towards Your Zip Money Instalment Plan and:
 - (i) You do not return Your Registered Device to Asurion on or before the Device Return Deadline; or
 - (ii) You return an Incorrect Device to Asurion and You have not satisfactorily complied with any request from Asurion for assistance within **twenty-one (21) days** of Asurion attempting to contact You.
 - (b) an **Ineligible Device Fee** if You return an Ineligible Device to Asurion, and Asurion, acting reasonably, determines that there is no suitable remedy and You have not satisfactorily complied with any request from Asurion for assistance within **twenty-one (21) days** of Asurion attempting to contact You. This will include where clause 7.1(d) applies. Unless clause 5.8 applies (where Your Ineligible Device has been reported as lost or stolen), upon payment of Your Ineligible Device Fee, Your Ineligible Device will be returned to You by Asurion at Your cost and You authorise Asurion to charge Your Payment Card for any additional delivery fees reasonably incurred by Asurion in returning Your Ineligible Device to You; and
 - (c) a **Missing Component Fee** if You return to Asurion a Registered Device which has Missing Components and You have not complied with any request from Asurion to provide the Missing Components within **twenty-one (21) days** of Asurion attempting to contact You.
- 6.4 For the avoidance of doubt, no Device Non-Return Fee will be charged if an Ineligible Device Fee has previously been charged, and no Ineligible Device Fee will be charged if a Device Non-Return Fee has previously been charged.
- 6.5 If You are charged a Device Non-Return Fee pursuant to these Terms and Conditions and You subsequently return Your Registered Device to Asurion:
- (a) before the last day of the Plan Month after the Plan Month in which You made Your Upgrade Request (the **Paid To Date**), then Asurion will process a refund of the Device Non-Return Fee back to Your Payment Card; or
 - (b) after the Paid To Date, Asurion will process a refund of the Device Non-Return Fee back to Your Payment Card however the refund of the Device Non-Return Fee will be reduced on a pro rata basis to reflect the number of Plan Months between the Paid To Date and the date of receipt by Asurion of Your Registered Device (as a proportion of the period between the Paid To Date and the end of the Standard 24 Month Plan Term).

- 6.6 Asurion are solely responsible for determining whether any Fees are payable and for charging Your Payment Card under this clause 6.
- 6.7 This clause 6 survives any termination of Your JB Hi-Fi Device+ Plan.

7. YOUR RESPONSIBILITIES WHEN SENDING IN YOUR REGISTERED DEVICE

- 7.1 Before sending Your Registered Device to Asurion:
- (a) it is Your responsibility to back up any files, photos or other data which You have stored on Your Registered Device;
 - (b) You must remove all personal or confidential data and any SIM or memory cards from Your Registered Device (unless Your Registered Device is not functional). Any SIM or memory cards received by Asurion will not be returned to You, they will be securely destroyed. Data remaining on Your Registered Device will be securely wiped and Your Registered Device may be reset to factory settings. Asurion will not be able to recover any data stored on Your Registered Device when it is sent by You to Asurion;
 - (c) You must remove any personal accessories or items (such as covers or cases) attached to Your Registered Device that are not required to be sent in. If received by Asurion, they will be immediately disposed of; and
 - (d) You must have unlocked and disabled all activation and device locking features (e.g., Find My, pass code and PIN code, Android lock, BIOS lock, OS lock, login credentials, MDM etc.) and any remote management features (unless Your Registered Device is not functional). If Your Registered Device is functional and You send Asurion Your Registered Device and Asurion discovers these features have not been disabled, Asurion will contact You to assist You to unlock Your Registered Device remotely. Where this occurs and You fail to unlock Your Registered Device remotely or fail to respond to Asurion's request to unlock Your Registered Device remotely within **twenty-one (21) days**, Your Registered Device will be an Ineligible Device and You may be charged the Ineligible Device Fee in accordance with clause 6.3(b).
- 7.2 When sending Your Registered Device to Asurion, You must:
- (a) use the prepaid digital return label provided to You via email to post in Your Registered Device from Your local Australia Post outlet;
 - (b) use the secure packaging provided to You by the Australia Post outlet once they have scanned the prepaid digital return label. You will not be charged for packaging and delivery costs for sending Your Registered Device to Asurion; and
 - (c) ensure that You also post in the charger, cables, keyboards, styluses or other accessories that originally came with Your Registered Device when it was purchased (excluding any accessories that were purchased separately). If You fail to do so, You may be charged the Missing Component Fee in accordance with clause 6.3(c).

8. CHANGING YOUR REGISTERED DEVICE

- 8.1 You may not change Your Registered Device under Your JB Hi-Fi Device+ Plan unless Your Registered Device has been replaced with a replacement device under JB Hi-Fi's Minimum Voluntary Warranty Policy, Australian Consumer Law or the manufacturer warranty (**Replacement Device**), in which case You may substitute Your Registered Device with the Replacement Device under Your JB Hi-Fi Device+ Plan.
- 8.2 You must contact Asurion through the JB Hi-Fi Device+ Portal to provide the details of the Replacement Device in order for it to become the Registered Device under Your JB Hi-Fi Device+ Plan and You may need to provide evidence of the replacement of Your Registered Device with the Replacement Device.

9. TERMINATION OF YOUR JB HI-FI DEVICE+ PLAN

- 9.1 You may terminate Your JB Hi-Fi Device+ Plan at any time during the Plan Term by providing Us notice via the JB Hi-Fi Device+ Portal.
- 9.2 If You elect to terminate Your JB Hi-Fi Device+ Plan in accordance with clause 9.1, then the effective date of termination of Your JB Hi-Fi Device+ Plan will be the last day of the current Plan Month.
- 9.3 We may immediately terminate Your JB Hi-Fi Device+ Plan at any time during the Plan Term upon written notice to You, if We are aware or reasonably believe that:
 - (a) You are using Your JB Hi-Fi Device+ Plan in a manner which is, or which We reasonably believe to be fraudulent or illegal;
 - (b) You have breached a material provision of these Terms and Conditions and have failed to remedy the breach within fourteen (14) days after the date on which We notify You of the breach and require You to remedy such breach;
 - (c) You have provided Us with fraudulent information;
 - (d) You have provided Us with incorrect or incomplete information and You have failed to rectify with the correct information within a reasonable time following Our request to You; or
 - (e) if We or Asurion become aware that You have transferred or sold Your Registered Device.
- 9.4 If Your JB Hi-Fi Device+ Plan is terminated pursuant to clause 9.1 or clause 9.3 prior to the end of the Standard 24 Month Plan Term, then:
 - (a) the Relevant Zip Money Account will be refunded with an amount equal to the Services Component Balance (less the amount of any Gift Card that You may have received on a pro-rata basis, reflecting the number of Plan Months remaining in the Standard 24 Month Plan Term in accordance with clause 3.8); and
 - (b) if You do not elect to pay out the remaining balance of Your Zip Money Instalment Plan in full, then the Relevant Zip Money Account will be charged the Zip Money Monthly Account Fee from the effective date of the termination of Your JB Hi-Fi Device+ Plan (if the Zip Money Monthly Account Fee was being waived in accordance with clause 3.3 prior to termination of Your JB Hi-Fi Device+ Plan).
- 9.5 We may elect to terminate Your JB Hi-Fi Device+ Plan at any time during the

Additional Plan Term by providing You with at least thirty (30) days' written notice to Your Registered Email Address.

- 9.6 Where We elect to terminate Your JB Hi-Fi Device+ Plan in accordance with clause 9.5, then the effective date of termination of Your JB Hi-Fi Device+ Plan will be the last day of the Plan Month following the Plan Month in which We provided You with written notice of the termination of Your JB Hi-Fi Device+ Plan.
- 9.7 We may also elect to terminate Your JB Hi-Fi Device+ Plan during the Additional Term by providing You with not less than 7 days written notice to Your Registered Email Address if the Monthly Fee has not been able to be charged to the Relevant Zip Money Account, We notify You of this and the Monthly Fee is still not able to be charged to the Relevant Zip Money Account 7 days after our notification to You.
- 9.8 If Your JB Hi-Fi Device+ Plan has been terminated, the Services cannot be reinstated for Your Registered Device.
- 9.9 For the avoidance of doubt, termination of Your JB Hi-Fi Device+ Plan does not terminate Your obligations under your Zip Money Instalment Plan or Your Zip Money Contract, which will continue in accordance with the Zip Money Contract.

10. PRIVACY

- 10.1 We and Asurion will comply with Data Privacy Laws and Our and Asurion's respective privacy policies, a copy of which are available here:
 - <https://www.jbhifi.com.au/privacy>
 - <https://corporate.asurion.com.au/eng/privacy-policy/>(collectively, the **Privacy Policies**).
- 10.2 By purchasing a JB Hi-Fi Device+ Plan, You agree to the Privacy Policies.
- 10.3 We will collect personal information from You for the purpose of Us and Our service providers, including Asurion:
 - (a) assessing Your eligibility to purchase a JB Hi-Fi Device+ Plan and use the Services;
 - (b) providing You with the Services;
 - (c) allowing direct and indirect contact with You in connection with Your JB Hi-Fi Device+ Plan, including by email or SMS;
 - (d) managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud or disputes;
 - (e) complying with applicable laws; and
 - (f) complying with any relevant governmental or regulatory authorities (or both) where legally required.
- 10.4 You consent to Our service providers, including Asurion, storing and hosting data with the affiliates, partners and subsidiaries of Asurion, or with unaffiliated third parties including third-party service providers, whether in Australia or overseas, for the purpose of providing the JB Hi-Fi Device+ Plan and the Services to You or for any other purpose specified in the Privacy Policies.

11. MISCELLANEOUS

- 11.1 **Changes to the Services.** To the extent that (as a result of circumstances occurring after the Start Date), We are no longer able to provide any features of the Services, We reserve the right to amend the provisions of these Terms and Conditions relating to the relevant Services. We will provide You with at least thirty (30) days' prior written notice of any such variation to these Terms and Conditions. Where this occurs, You may terminate Your JB Hi-Fi Device+ Plan in accordance with clause 9.1.
- 11.2 **Australian Consumer Law.** Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (a) to cancel your service contract with us; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified within a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund for any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 11.3 **Severability.** If a provision of these Terms and Conditions is invalid or unenforceable, it may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions continue in force.
- 11.4 **Governing Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of Victoria, Australia.

12. ENQUIRIES

You can lodge any queries, complaints or feedback regarding Your JB Hi-Fi Device+ Plan via the JB Hi-Fi Device+ Portal using the live chat function or via the 'Contact Us' form.

13. DEFINITIONS

In these Terms and Conditions, the following words have the following meanings:

Additional Plan Term means if Your JB Hi-Fi Device+ Plan has not been terminated in accordance with these Terms and Conditions prior to or with effect from the expiry of the Standard 24 Month Plan Term, the period commencing immediately after the expiry of the Initial Plan Term and ending on the date on which Your JB Hi-Fi Device+ Plan is terminated in accordance with these Terms and Conditions.

Advance Refund means a refund of the Total Purchase Price for Your JB Hi-Fi Device+ Plan, after deducting a pro rata amount of the Total Purchase Price that reflects the period from the Start Date to the last day of the next Plan Month after the Plan Month in which You made Your Upgrade Request as a proportion of the Standard 24 Month Plan Term.

Advance Refund Top Up means the amount (if any) by which the Upgrade Refund exceeds the Advance Refund.

AMTA means Australian Mobile Telecommunications Association.

Asurion Security Advisor means the digital tool provided by Asurion as described in clause 3.5.

Asurion Transfer Terms means the terms and conditions of transfer of title between You and Asurion for the transfer of title of Your Registered Device to Asurion, as set out on the JB Hi-Fi Device+ Portal, the current version of which is available at <http://jbhifi.asurion.com.au/deviceplus/TransferTerms>.

Australian Consumer Law means the law contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Business Day means any day except a Saturday and Sunday or any public holiday recognised in the State of Victoria, Australia.

Data Privacy Laws means applicable privacy and data laws, including the Privacy Act 1988 (Cth).

Device Component means the purchase price for the Eligible Device purchased together with Your JB Hi-Fi Device+ Plan, as advised to You at the point of sale and documented in the receipt issued to You at the time of purchase of Your JB Hi-Fi Device+ Plan.

Device Non-Return Fee means the Device Component after deducting a pro rata amount of the Device Component that reflects the period from the Start Date to the end of the Plan Month after the Plan Month in which You made Your Upgrade Request, as a proportion of the Standard 24 Month Plan Term.

Device Return Deadline means the date which is twenty-one (21) days after the date on which You make Your Upgrade Request.

Eligible Device means a smartphone, tablet or computer of a make and model that is eligible to be purchased together with a JB Hi-Fi Device+ Plan, as determined by Us and Asurion.

Fees means the fees payable to Asurion as outlined in clause 6.3.

Flex Repayments means the flexible repayment schedule option available under Your Zip Money Account.

Gift Card means any JB Hi-Fi gift card issued to You as part of Your purchase of Your JB Hi-Fi Device+ Plan.

IMEI means international mobile equipment identity.

Incorrect Device is a device that does not contain the same serial number or IMEI number as

Your Registered Device.

Ineligible Device is a device that:

- (a) has activation and device locking features enabled (e.g. Find My on an iOS device, Touch ID, pass code and PIN code, OS lock, Bios lock, login credentials, MDM) and/or is being remotely managed (unless the device is not functional); and/or
- (b) is AMTA locked or has otherwise been reported as lost or stolen.

Ineligible Device Fee means a fee that applies where Your Device is determined to be an Ineligible Device, and is the Device Component after deducting a pro rata amount of the Device Component that reflects the period from the Start Date to the date on which we received Your Ineligible Device as a proportion of the Standard 24 Month Term.

Initial Plan Term means the period commencing on the Start Date and ending on the earlier of:

- (a) the date on which Your JB Hi-Fi Device+ Plan is terminated in accordance with these Terms and Conditions; or
- (b) the end of the Standard 24 Month Plan Term.

JB Hi-Fi Device+ Plan has the meaning given in clause 1.

JB Hi-Fi Device+ Portal means the online portal used to view the details of Your JB Hi-Fi Device+ Plan, assess whether Your Registered Device qualifies for an Upgrade Request, to make an Upgrade Request, and access the Services, that can be accessed at <http://jbhifi.asurion.com.au/deviceplus>

JB Hi-Fi Minimum Voluntary Warranty Policy means the JB Hi-Fi Refunds and Warranty Policy set out at <https://support.jbhifi.com.au/hc/en-au/articles/360053005194-Refunds-Warranties-guide>.

Microsoft 365 Family Subscription means the Microsoft 365 Family software suite.

Microsoft License Terms means the Microsoft License Terms for Microsoft 365 Family available from <https://www.microsoft.com/en-au/useterms/>.

Microsoft Services Agreement means the Microsoft Services Agreement available at <https://www.microsoft.com/en-au/servicesagreement/>.

Minimum Repayment Amount has the same meaning given to that term in Your Zip Money Contract.

Missing Component(s) means any component(s) of Your Registered Device which were originally included with Your Registered Device when purchased by You (such as a charger or other automatically included accessory).

Missing Component Fee means an amount equal to the reasonable cost to replace any Missing Component(s).

Monthly Fee means the monthly cost of the Other Services during the Additional Plan Term advised to You in the Notice.

Notice has the meaning given in clause 3.9(c).

Other Services means:

- (a) Tech Support;
- (b) Asurion Security Advisor; and
- (c) Microsoft 365 Family Subscription (if Your Registered Device is a tablet or computer).

Outstanding Balance has the same meaning given to that term in Your Zip Money Contract.

Payment Card means a valid Australian issued credit or debit card that is accepted as a form of payment in the JB Hi-Fi Device+ Portal.

Plan Month means:

- (a) the one month period commencing on the Start Date; and
- (b) each one month period commencing on the corresponding day in each subsequent calendar month.

For example, if the Start Date for a JB Hi-Fi Device+ Plan is 15 January 2024, then the first Plan Month commences on 15 January 2024 and ends on 14 February 2024 and the second Plan Month commences on 15 February 2024 and ends on 14 March 2024.

Plan Term means the Initial Plan Term and any Additional Plan Term.

Registered Device means the Eligible Device that You purchased together with Your JB Hi-Fi Device+ Plan which is registered to Your JB Hi-Fi Device+ Plan.

Registered Email Address means the email address that You provided to Us at the time You purchased Your JB Hi-Fi Device+ Plan (or any updated email address that You have provided to Asurion after You purchased Your JB Hi-Fi Device+ Plan).

Relevant Zip Money Account means the Zip Money Account used to pay for the Total Purchase Price.

Services means the following services available to You under Your JB Hi-Fi Device+ Plan:

- (a) entitlement to make an Upgrade Request; and
- (b) the Other Services.

Services Component means the Total Purchase Price less the Device Component.

Services Component Balance means the Services Component divided by twenty four (24) and multiplied by the number of Plan Months remaining in the Standard 24 Month Plan Term.

Standard 24 Month Plan Term means the period of 24 Plan Months commencing on the

Start Date.

Standard Annual Percentage Rate has the same meaning given to that term in your Zip Money Contract.

Start Date has the same meaning given to that term in clause 2.2.

Tech Support means the technical support service provided by Asurion for Your Registered Device as described in clause 3.6.

Transaction has the same meaning given to that term in Your Zip Money Contract.

Total Purchase Price means the total price applied to the Relevant Zip Money Account to purchase Your JB Hi-Fi Device+ Plan and the relevant Eligible Device, as documented in the receipt issued to You at the time of purchase of Your JB Hi-Fi Device+ Plan.

Upgrade Refund means a refund of the Total Purchase Price for Your JB Hi-Fi Device+ Plan, after deducting a pro rata amount of the Total Purchase Price that reflects the period from the Start Date to the day Asurion receives Your Registered Device as a proportion of the Standard 24 Month Plan Term.

Upgrade Request means a request by You to return Your Registered Device to Asurion in accordance with these Terms and Conditions and receive a partial refund of the Total Purchase Price as a repayment towards Your Zip Money Instalment Plan in accordance with clauses 5 to 7 (inclusive).

Zip Money means zipMoney Payments Pty Ltd (ABN 58 164 440 993) Australian Credit Licence Number 441878.

Zip Money Account means an approved Zip Money line of credit on the terms and conditions of your Zip Money Contract.

Zip Money Account Establishment Fee means the account establishment fee which may be charged by Zip Money for the establishment of the Relevant Zip Money Account under the Zip Money Contract.

Zip Money Contract means Your Zip Line of Credit Facility – Schedule and Terms and Conditions provided on application for a Zip Money Account (and otherwise accessible via Zip mobile app).

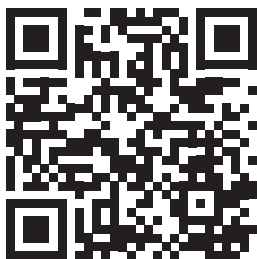
Zip Money Instalment Plan means the credit facility provided by Zip Money as part of Your Zip Money Account allowing You to repay the Total Purchase Price in 24 equal monthly instalments.

Zip Money Monthly Account Fee means the monthly account keeping fee which may be charged by Zip Money for use of the Relevant Zip Money Account.

JB HI-FI

DEVICE+

PLAN



SCAN TO LEARN MORE ABOUT JB HI-FI DEVICE+

WWW.JBHIFI.COM.AU/DEVICEPLUS