

ReebeloCare Plan

PRODUCT TERMS & CONDITIONS

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WELCOME

About this document

This document outlines the key benefits, risks, limitations, and terms and conditions of the ReebeloCare Plan. Please read this document carefully before any purchase and keep it along with your Proof of Purchase.

Language

All ReebeloCare Plan documents and all communications about it are designed to be in easy-to-understand English. In case of any disability that makes communication difficult, please use the contact details to seek help.

Important Notice

The ReebeloCare Plan is provided by Reebelo Australia Pty Ltd ABN 52 641 662 197 (“we”, “us” and “our” or “Reebelo”). The ReebeloCare Plan offers protection but is not an insurance product. The Product is not compulsory and it is your choice on whether to buy it or not. Please seek independent financial advice if you do not fully understand this product.

Eligibility Criteria

To be eligible for the ReebeloCare Plan an applicant must:

- Reside and have a permanent place of residence, in Australia.
- Meet any other specific eligibility criteria that we advise during the application process.

REEBELOCARE PLAN OVERVIEW

Your ReebeloCare Plan continues for 24 months from the purchase date unless ending earlier in any of the following cases:

- When the Aggregate Limit is reached (i.e the Device Purchase Price);
- When you receive a Like for Like Replacement Device;
- When we issue you with a refund, Reebelo Gift Card or Prepaid Mastercard;
- When you or we cancel your ReebeloCare Plan.

Benefit name	Description	Service fee payable in addition to the Upfront Cost for each service request	Benefit Limits
Device Replacement Service	Like for Like Replacement of Device for any reason during Term. Device return required per return conditions.	Device Replacement Fee is 25% of the Device Purchase Price (including GST). Reasonable and necessary cost return fee may be payable by you if the claim is invalid or cancelled.	One (1) Like for Like Replacement unless: <ul style="list-style-type: none">• We can only access a Like for Like Replacement at a cost greater than the Device Purchase Price; or• You have already claimed and received two (2) Device Refresh Services during the Term.

			In such cases we will instead, at our reasonable discretion, issue a Reebelo Gift Card or Prepaid Mastercard for an amount equal to the Device Purchase Price, less any Device Refresh Costs already incurred by us under Device Refresh Service.
Device Refresh Services	Refresh Services of Device for any reason during Term being: <ul style="list-style-type: none"> • Like for Like Replacement of screen, battery (if battery life is below 70% capacity) or another component; • Detailed clean; and/or • Full diagnostic testing to determine if there are any technical issues. 	Device Refresh Fee each service request is 15% of Device Purchase Price (including GST). Reasonable and necessary cost return fee may be payable by you if the claim is invalid or cancelled.	Total Refresh Costs incurred by us for any one (1) or all claims combined for Refresh Services during the Term cannot exceed Device Purchase Price. If request for service would exceed the limit we instead provide a refund of the remaining unused limit by Reebelo Gift Care or Prepaid Mastercard at our reasonable discretion. No service if Replacement Device Service benefit provided. No Like for Like Replacement, where we cannot reasonably obtain one or the cost to us of obtaining one would exceed the Device Purchase Price. We instead, at our reasonable discretion, issue a Reebelo Gift Card or Prepaid Mastercard for the Device Purchase Price less any Refresh Costs already incurred by us during the Term.
<p>The above is only a limited overview of the ReebeloCare Plan. The “ReebeloCare Plan Terms and Conditions” Section below must be read to understand the scope of the protection that can be provided. All words in this table which are defined in the “Definitions” section have the meaning given in that section.</p> <p>The ReebeloCare Plan is not an insurance product, is not compulsory and is not transferable. All amounts stated are AUD and inclusive of GST. Like for Like Replacement may be Refurbished with a different colour or condition but will perform the same or better than the purchased device.</p>			

REEBELOCARE PLAN TERMS AND CONDITIONS

AUSTRALIAN CONSUMER LAW

Your rights under Australian Consumer Law (ACL)

If you are a ‘consumer’ under section 3 of the Australian Consumer Law, the following applies.

Goods and services purchased come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in the Terms and Conditions affects any rights you may have under the law.

For goods:

- You are entitled to a replacement, repair, or refund if your Device has a major failure.
- You may also be entitled to compensation for any reasonably foreseeable loss or damage.

- If your Device fails to meet acceptable quality standards, you are entitled to have it repaired or replaced, even if the failure does not constitute a major failure.

For services:

- You are entitled to have services provided with due care and skill.
- We have a duty to take all reasonable steps to avoid loss or damage when providing our services.

Relationship between ACL rights and the ReebeloCare Plan

The ReebeloCare Plan operates in addition to your rights under the ACL or any other applicable law. It does not limit, replace, or reduce your statutory rights.

By purchasing the ReebeloCare Plan, you are entitled to certain additional benefits.

In some cases, these benefits may overlap with your rights under the ACL or other laws.

The amount you pay for the ReebeloCare Plan does not change even if your statutory rights overlap with the benefits provided under the Plan.

Your Choices

You may, depending on your circumstances, be entitled to exercise your rights under:

- the Reebelo's 30 Day Change-of-Mind right;
- Australian Consumer Law or other relevant consumer protection law; and
- Reebelo's 12 Month Vendor Warranty against defects,
- Reebelo's Damaged-in-Transit Policy, which applies prior to delivery.

Instead of claiming under the ReebeloCare Plan and using up your limits or paying any Device Replacement Fee or Device Refresh Fee. When you make a claim we will remind you of these options and give you the choice.

The ReebeloCare Plan is provided subject to the following terms and conditions and applicable law.

The ReebeloCare Plan offers protection by way of the benefits provided under its terms but is not an insurance product. It is not compulsory so carefully consider whether it is suitable for you by reading the Terms and Conditions and considering any other arrangements you may have in place before making a decision on whether to purchase it.

All monetary amounts in the Terms and Conditions are in Australian dollars (and are inclusive of GST).

WHO IS THE PROVIDER OF THE REEBELOCARE PLAN?

Where issued, the ReebeloCare Plan is provided by Reebelo Australia Pty Ltd ABN 52 641 662 197 ("we", "us" and "our" or "Reebelo").

Reebelo has appointed the following third parties to act on its behalf in relation to the operation of the ReebeloCare Plan:

Claims - Renewable Care Pty Ltd ABN 49 653 467 577 (Renewable Care) provides the Claims Services under the ReebeloCare Plan on terms agreed with Reebelo. To make a claim contact Renewable Care at reebelo@renewablecare.com.au.

DEFINITIONS

The following words and terms have the special meaning given below when used in relation to ReebeloCare Plan. In some cases, other words may be given a special meaning elsewhere in the Terms and Conditions.

Aggregate Limit means the Device Purchase Price.

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

Authorised Repair Network means Renewable Care Pty Ltd ABN 49 653 467 577 which provides Claims Services on behalf of ReebeloCare and any other entities Authorised by Reebelo as its authorised repair network partner.

Business Day means a day which is not a Saturday, Sunday or public holiday in Brisbane, Queensland.

Claims Services means claims services in relation to the Device Refresh Service and Device Replacement Service benefits.

Commencement Date means the date on which your Proof of Purchase is issued by Reebelo to you for the Device.

Device means the product purchased by you through the Reebelo Website from a Seller and registered to your ReebeloCare Plan with the same IMEI or Serial Number of the product purchased. It does not include any accessories that did not form part of the product at the time of purchase. The ReebeloCare Plan is not transferable to another person by you.

Device Purchase Price means the amount you paid to purchase the Device through the Reebelo Website from the Seller (excluding any shipping fees or ReebeloCare Plan fees). This will be set out in the Proof of Purchase.

Device Refresh Service means the “Device Refresh Services” set out in the “Device Refresh Services” section of this document.

Device Refresh Fee means the fee payable for a Device Refresh Service which is 15% of the Device Purchase Price (including GST).

Device Replacement Service means the “Device Replacement Service” set out in the “Device Replacement Service” section of this document.

Device Replacement Fee means the fee payable for a Device Replacement Service which is 25% of the Device Purchase Price (including GST).

Device Returns Centre means Renewable Care Device returns centre identified to you via email after the service request (our approved redemption centre) or such other centre notified by us to you in writing.

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 Devices or transportation.

IMEI means the international mobile equipment identity number of a Device.

Like for Like Replacement means:

- In relation to the Device Replacement benefit, a Refurbished device that is at our reasonable discretion, the same, closest equivalent or more recent model to the Device available:
 - for sale on the Reebelo Website; or
 - if no such device is available for sale on the Reebelo Website, for sale and located in Australia.
- In relation to the Device Refresh Service, a new or Refurbished component which, at our reasonable discretion, will:
 - be the same, closest equivalent to the component;
 - if a battery, also have capacity to hold an electrical charge will be at least 80% of its original specification; and
 - have a cosmetic grade which is the same or better than the replaced component, measured against industry-standard grading or our internal quality standards.

In both cases, the device or component may be a different colour.

Personal Information means personal information within the meaning given to that term in the Privacy Act 1988 (Cth).

Prepaid Mastercard means a payment card that allows you to make purchases using money that has been paid in advance and loaded onto the card. It is not a credit card, does not provide credit, and is not linked to your bank account. You can only spend up to the available balance on the card. Each transaction reduces the balance until the funds are used. The card can be used at merchants in Australia and overseas that accept Mastercard, including online, subject to any limits, fees, and the available balance.

Proof of Purchase means the purchase receipt issued to you for the Device by Reebelo.

Reebelo's 12 Month Vendor Warranty means the 12 Month Vendor Warranty referred to in the Reebelo Website Terms and Conditions provided by the Seller (as defined in the Reebelo Website Terms and Conditions) in relation to the Device.

Reebelo Gift Card means a prepaid card, digital code, or voucher issued by Reebelo representing a monetary value that may be redeemed for products or services available from the Reebelo Website, subject to any terms and conditions communicated at the time of issue, and is not redeemable for cash except as required by law.

Reebelo Website means the Reebelo website at the <https://reebelo.com.au> which may change from time to time at the sole discretion of Reebelo.

Refresh Costs means the reasonable and necessary costs actually incurred by us in providing the Refresh Service, calculated on a bona fide basis and consistent with prevailing market rates for labour and third-party supplier costs and otherwise on a reasonable basis having regard to the nature of the cost. Refresh Costs may include labour, third-party supplier costs, replacement components, and other direct costs incurred in providing the Refresh Service. We will provide reasonable details of those costs on request and will act reasonably and in good faith in responding to any reasonable query regarding those costs.

Refurbished means, in relation to a device, component or any part of it, a device or component that is not new but has been tested to confirm it is in good working order and meets applicable functional requirements.

A Refurbished device or component may have minor cosmetic imperfections and may include new or previously used parts that have been tested and are fit for purpose. Cosmetic imperfections do not affect functionality.

Where a Refurbished device or component includes a battery, the battery will have a capacity to hold an electrical charge of at least 80% of its original specification.

Seller means the seller of the Device through the Reebelo Website.

Term means the period during which Your ReebeloCare Plan is in force as set out in “When does the ReebeloCare Plan start and end?”

Terms and Conditions mean all terms and conditions (including any limitations and exclusions) set out in the section “ReebeloCare Plan Terms and Conditions” as well as in any other documents forming Your ReebeloCare Plan.

Unlocked/Unlock means all locks and activation codes (including the “Find My” feature and other similar features, pin and pattern locks and account administrator locks related to device enrolment programs and mobile device management features) are turned off from your Device.

Upfront Cost means the amount you pay Reebelo for the issue of your ReebeloCare Plan. Additional fees can apply at the time of a claim depending on the type of claim.

“You” and “your” mean the person who has purchased the Reebelo Care Plan from Reebelo.

Your ReebeloCare Plan means the contract entered into between Reebelo and you, comprising the ReebeloCare Plan Terms and Conditions, your Proof of Purchase and any confirmation of protection document issued to you by Reebelo confirming details specific to your protection.

When does the ReebeloCare Plan start and end?

Your ReebeloCare Plan commences on the Commencement Date and will end on the sooner of the following times:

- The completion of 24 months from the Commencement Date; or
- When the Aggregate Limit is reached;
- When you receive a Replacement Like for Like Device;
- When we issue you with a refund, Reebelo Gift Card or Prepaid Mastercard ;
- When you or we cancel your ReebeloCare Plan.

(the Term).

DEVICE REPLACEMENT SERVICE BENEFIT

About the benefit

You have a single (not multiple) right to return your Device to the Device Returns Centre for any reason at any time within your ReebeloCare Plan Term and in return receive a Like for Like Replacement, subject to eligibility, applicable limits, payment of the Device Replacement Fee for a valid claim and the other Terms and Conditions.

To make a claim and to understand how we handle and settle any claim see “How to make a Claim”.

Like for Like Replacement

Where we determine You are eligible for a Like for Like Replacement, we will send You a Like for Like Replacement device in accordance with the “Delivery” condition in the “How to make a Claim” section, subject to you:

- paying us the Device Replacement Fee (which is 25% of the Device Purchase Price (including GST)) at the time claim is approved by us or such other time agreed by us; and
- agreeing to permanently relinquish and assign to us (or our representative) all rights and claims in respect of the Device (including under any warranty or consumer guarantee in relation to it) within a time and in a form reasonably required by us to achieve this.

We make no representation or warranty that any Like for Like Replacement device will be identical, of the same colour or offer all of the same functionalities as your Device.

We will not transfer any data or information on the Device between the Device and any Like for Like Replacement device.

What limits apply?

We will not provide a Like for Like Replacement device:

- where we are only able to access a Like for Like Replacement device at a cost to us greater than the Device Purchase Price; or
- if you have already received two (2) valid Refresh Services benefits during the Term.

We will instead, at our reasonable discretion, issue a Reebelo Gift Card, or Prepaid Mastercard for an amount equal to the Device Purchase Price less Device Refresh Costs already incurred by us under the Device Refresh Service benefit.

Refer also to General Exclusions section below.

DEVICE REFRESH SERVICE BENEFIT

About the benefit

We will provide any of the following services requested by you for any reason in relation to your Device during your ReebeloCare Plan Term:

- Like for Like Replacement of the screen, battery (if battery life is below 70% capacity) or another component of the Device;

- Detailed clean; and/or
- Full diagnostic testing to determine if there are any technical issues,

subject to eligibility, applicable limits, payment of specified fees for a valid claim and the other Terms and Conditions.

To make a claim and to understand how we handle and settle any claim see “How to make a Claim”.

Refresh Service conditions

Before we provide any Refresh Service, you must:

- Pay us the Device Refresh Fee (which is 15% of the Device Purchase Price (including GST)); and
- Permanently relinquish and assign to us or our representative all rights and claims in respect of any faulty component the subject of a Refresh Service (including under any warranty or consumer guarantee in relation to it) within a time and in a form reasonably required by us to achieve this.

We will not provide you with a loan device while we are providing this service.

What limits apply?

We will not provide:

- any Device Refresh Service where:
 - the expected Refresh Costs and any Refresh Costs previously incurred by us for the Device during the Term combined would exceed the Aggregate the Limit (ie Device Purchase Price). If a valid claim made by you will result in the Aggregate Limit being exceeded we will provide you with a refund of the remaining Aggregate Limit by issuing, at our reasonable discretion, a Reebelo Gift Card or Prepaid Mastercard at our reasonable discretion; or
 - a Replacement Device Service benefit has already been provided during the Term;
- a Like for Like Replacement, where we cannot reasonably obtain a Like for Like Replacement or the cost to us of obtaining one would exceed the Device Purchase Price. We will instead, at our reasonable discretion, issue a Reebelo Gift Card or Prepaid Mastercard for the Device Purchase Price less any Refresh Costs already incurred by us during the Term.

Refer also to General Exclusions section below.

GENERAL EXCLUSIONS

The ReebeloCare Plan does **not** provide any protection for or in relation to the following:

- Where you no longer reside and have a permanent place of residence, in Australia at the time of your claim;
- Software, data or games stored on the Device, including any loss or corruption. You are responsible for backing up your data prior to making a claim;
- Return or replacement of any accessories, SIM cards, or items not expressly protected;
- Devices for which the IMEI or Serial Number is no longer recognisable or retrievable due to damage;

- Devices that have been opened, tampered with, modified, serviced, or repaired by any third party without the prior written authorization of Reebelo, the Seller, or Renewable Care.
- Devices that are lost, misplaced, stolen, or cannot be located despite reasonable steps to recover them;
- Manufacturer defects or equipment failures that are covered by a manufacturer's warranty, recall, or factory bulletin, whether or not the manufacturer continues to operate as an ongoing business;
- Devices that are damaged during shipment from the Seller to you after purchase, Note any damage that occurs in transit may be covered under Reebelo's Damaged-in-Transit Policy, which applies prior to delivery and is available here: www.reebelo.com.au/policies/warranty-and-refund-policy ;
- Any claims submitted outside the Term;
- Any benefit not expressly provided for in the Terms and Conditions, including:
 - loss of use, profit, income, contracts,
 - loss arising from delay or failure to perform services;
 - any other indirect, consequential or similar loss of any nature whatsoever;
- Any claim that is fraudulent, false or misleading or otherwise contrary to applicable law;
- Any claim submitted to Us outside your ReebeloCare Plan Term;
- Where we reasonably believe, based on available evidence, that you have used the ReebeloCare Plan in a manner that:
 - is fraudulent, illegal or related to any criminal activity;
 - significantly undermines the integrity, fairness or proper operation of the ReebeloCare Plan;
 - constitutes misuse, abuse or exploitation of the ReebeloCare Plan;
 - brings, or is likely to bring, the ReebeloCare Plan offering into disrepute; or
- Where you have transferred, sold, displayed for sale, or let on hire your Device.

You must also notify us as soon as reasonably practicable if any of the above excluded circumstances occur which would mean you can no longer claim under your Reebelo Care Plan. Depending on the circumstances, you may be entitled to a refund if you cancel your ReebeloCare Plan.

MAKING A CLAIM

How do I claim?

All service requests start through your Reebelo account. Every device comes with a Reebelo's 12 Month Vendor Warranty, and we'll always check whether an issue can be resolved under that warranty first so your ReebeloCare benefits are only used when needed.

Step 1: Log in to your Reebelo account at www.reebelo.com.au

Step 2: Go to My Orders and select the device you need help with using your order number.

Step 3: Click the Warranty button to start a service request.

Step 4: Choose the option that best describes the issue and provide the requested details.

Step 5: Submit the form to complete your request.

We will then contact you to identify which of the following options we believe your request relates to (where applicable) and discuss with you what claim you wish to make:

- the Reebelo's 30-Day Change-of-Mind Returns right;
- Australian Consumer Law or other relevant consumer protection law; and
- Reebelo's 12-Month-Vendor Warranty against defects ,
- Reebelo's Damaged-in-Transit Policy, which applies prior to delivery.
- ReebeloCare Plan

You or anyone acting on your behalf must provide us with any reasonable additional information, assistance or cooperation that we may request in support of your claim. If the requested information is not supplied, we may not be able to proceed with your claim (in whole or in part). For example, proof of purchase details about the Device and ReebeloCare (if relevant), to respond to questions that are designed to assist with determining potential defaults, and to follow our procedures for obtaining the service, which may include a physical or virtual inspection of the Device. This is not done to delay the process but to determine the fastest way to resolve your issue.

We will advise if a mail in or walk in service to an Authorised Repair Network partner is more suitable. If a mail in service is chosen you will be supplied a free express post label to utilise this service.

You may choose to decline a service before sending us your Device and if so, will be refunded any Replacement Device Fee or Device Refresh Fee that has been paid by the original method of payment (unless agreed otherwise in our reasonable discretion).

What you must do when providing us with your Device

If you are requested to return the Device to us for inspection or repair at the Device Returns Centre, you must:

- Make sure it is the Device. If not, we may charge the reasonable and necessary cost to return the device to you.
- Pack the Device securely for shipping. You are responsible for any damage to the Device while in transit.
- Remove any Device accessories purchased separately from the Device. We are not responsible for accessories you leave on the Device or any loss of such accessories.
- Ensure that you back-up your data and remove your SIM card or memory card and sign out of AppleID/Google other accounts. We are not responsible for data you leave on the Device or any loss of such data.
- Provide us with an Unlocked Device. If not or you do not enable us to Unlock it as soon as reasonably practicable after being contacted by us, we may charge you the reasonable and necessary cost return the Device to you;
- For any Device Replacement claim, restore the Device to factory settings and delete all data and software from your Device. We will delete any information whilst fulfilling your Device Replacement claim and we are not responsible for data you leave on the Device or any loss of such data.

- Follow any other reasonable instructions issued by us in relation to the return.

For all claims, if we determine that your claim is not valid after receiving and inspecting the Device, you will be responsible for the reasonable cost of return (and any re-delivery) of the Device.

What happens after settlement of the Claim?

Your ReebeloCare Plan ends where:

- A Like for Like Replacement Device is provided;
- The Aggregate Limit is reached for the Refresh Service benefit; or
- A Reebelo Gift Card or Prepaid Mastercard is provided.

Any Like for Like Replacement is not protected by the ReebeloCare Plan. However, the Replacement Device is provided with a warranty by Reebelo on the terms of the Reebelo's 12 Month Vendor Warranty.

We may take any subrogated recovery or other action consistent with ownership of the Device or Device component that we reasonably consider necessary.

Refunds on cancelled or rejected claims

If your claim is cancelled or rejected any Device Replacement Fee or Device Refresh Fee paid by you in relation to the claim will be refunded to you by the original method of payment (unless agreed otherwise in our reasonable discretion) if:

- We have not already shipped the Like for Like Replacement Device to you; or
- You return the Like for Like Replacement Device to us in accordance with our reasonable return conditions advised to you within seven (7) days of receiving it or where you refuse the delivery of the Like for Like Replacement Device.

If a claim is rejected and cancelled and you have sent us a device in relation to your claim, we may charge the reasonable and necessary cost to return the device to you.

Delivery

Any delivery by us must be to your Australian registered or Australian billing address, which cannot be a PO Box. We will not deliver a device to any public place.

GENERAL TERMS AND CONDITIONS

Cooling Off Period and Cancellation

You may cancel your ReebeloCare Plan by contacting Reebelo via the My Account page on www.reebelo.com.au (<https://reebelo.com.au/help>) for any reason within 30 days from the Commencement Date to receive a full refund of your Upfront Cost by the original method of payment (unless agreed otherwise in our reasonable discretion), provided you have not made or have a valid claim for any benefit under your ReebeloCare Plan before your cancellation. We call this the "Cooling Off Period".

You may also cancel your ReebeloCare Plan at any time after the above Cooling Off Period by contacting Reebelo via the My Account page on www.reebelo.com.au (<https://reebelo.com.au/help>). Your cover will be cancelled from the end of the date we receive your cancellation request, unless we agree to different date.

We will not provide a refund of your Upfront Cost paid by you if you have made or have a valid claim for any benefit under your ReebeloCare Plan prior to cancellation.

Example Scenario – Claims already made under your ReebeloCare Plan (No Refund Applies)

You purchase a ReebeloCare Plan for \$50 with a 2-year (730-day) term. You make a claim during the Term and later choose to cancel the Plan. As a claim has been made, no refund of the Plan Purchase Price is payable, regardless of how much time remains in the Plan Term.

Where you have not made or do not have a valid claim for any benefit under your ReebeloCare Plan prior to cancellation, we will provide a prorated refund of the Upfront Cost paid by you reflecting the number of days left in the unexpired portion of your Plan Term.

Example Scenario – No Claim Made (Pro-Rata Refund Applies)

You purchase a Reebelo Care Plan for \$50 with a 2-year (730-day) term. You cancel the Plan after 1 year (365 days) and no claims have been made. The unused portion of the Plan is 365 days. Your refund is calculated on a pro-rata basis:

- $\$50 \times (365 \div 730) = \25 refund

We may cancel your ReebeloCare Plan immediately on the basis of non-payment, fraud, or material misrepresentation by you and provide you a proportionate refund of the Package Price reflecting the number of days left in the unexpired portion of your Package Term. In the event of non-payment, You will be given an opportunity to make any missed payment before We cancel Your ReebeloCare Plan.

Logging into www.reebelo.com.au/account or by emailing support@reebelo.com.au.

Electronic delivery of documents

You agree that any documents and any notices in relation to your ReebeloCare Plan will be provided to you electronically unless you tell us otherwise. It is important that you advise us of any changes to your email or phone number to ensure you get these important documents. If you wish to receive Your documents and other notices in hard copy, please tell us. Any notice sent electronically is deemed sent once it leaves our system.

Privacy Notice and Consent

In this section, “We”, “Our” and “Us” includes Reebelo and Renewable Care and their related entities.

We deal with your personal information in accordance with the Privacy Act 1988 (Cth) and each of our respective privacy policies as listed below. We collect personal information to provide, offer and administer our various products and services, or otherwise as permitted by law. Such purposes include responding to your enquiries, providing you with assistance You request of us, maintaining and administering our products and services, providing you with marketing information regarding other products and services (of ours or a third party); quality assurance and training purposes; performing administrative operations and any other purpose identified at the time of collecting your information.

If you provide personal information to us about another person, we rely on you to have made or make them aware that you will, or may, provide their information to us and the types of third parties we may provide it to, the relevant purposes we and any of the third parties will use it for and how they can access it. If you have not done, or will not do, either of these things, you must tell us before you provide their relevant personal information.

We may collect your personal information so that we or our related entities or other third parties with whom we have a relationship can develop or offer you products and services which we believe may be of interest to you, but will not do so if you tell us not to by contacting us. Collection can take place by websites, email, telephone or in writing. Unless it is unreasonable or impracticable for us to do so, We collect your personal information directly from you. There may, however, be occasions where we collect your personal information from someone else.

It may happen that we disclose personal information to related companies or service providers located in countries other than Australia. These details are listed in each of our respective privacy policies and can change from time to time. You consent to the use and disclosure of your personal information as set out in this section. Your consent applies unless you tell us otherwise by contacting us. You can read more about how we collect, use and disclose your personal information or our complaints process about a breach of the Australian Privacy Principles in our respective privacy policies which are available on our websites or you can request a copy. If you wish to gain access to your personal information (including correcting or updating it), have a complaint about a breach of your privacy or have any other query relating to privacy, please contact us (our contact details are provided below).

If you do not consent to us collecting and using all or some of the personal information we request, we may not be able to provide you with our products or services such as processing your application or your claim or service request.

We may at times also disclose your personal information to our related companies or third parties who provide services on our behalf; however, we will never sell, rent or trade your personal information. This may include our professional advisors, representatives, distributors or referrers, mailing houses and marketing companies, credit providers, external IT service providers, other intermediaries, providers and advisers. In the case of service requests it may be disclosed to persons involved in the replacement or service processes. Your personal information may also be disclosed to dispute resolution providers, government bodies, regulators, law enforcement agencies and any other parties where required by law.

Reebelo's Privacy Policy is available at www.reebelo.com.au/policies/privacy-policy or by contacting Reebelo on support@reebelo.com.au.

Renewable Care's Privacy Policy is available at www.reebelo.renewablecare.com.au/privacy or by contacting Renewable Care on reebelo@renewablecare.com.au.

Customer Complaints

If you wish to lodge a complaint regarding the sales process or a claim relating to this product, you may request that the matter be handled by the relevant service provider. You can contact the appropriate sales or claims representative at:

Sales Complaint Contact details: Reebelo	
Email: support@reebelo.com.au	
Claims Complaint Contact details: Renewable Care	
Email: reebelo@renewablecare.com.au	

If you remain dissatisfied following the review by the relevant Complaints Team, you may escalate your complaint to the Department or Office of Fair Trading in your State or Territory for independent assistance.

Force Majeure Event

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.

Liability

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

Variation of Terms and Conditions

The terms and Conditions of ReebeloCare may be subject to change.

Any changes requested by you must be agreed in writing by us.

Reebelo may make changes to the Terms and Conditions to the extent reasonably necessary to protect its legitimate interests, including:

- Where Reebelo 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 ReebeloCare Plan); and
- To amend any amounts payable by you under these terms and conditions after such variation takes effect, where Reebelo's costs of providing the benefits that you are entitled to under these terms and conditions materially change.

Reebelo will provide you with 30 days' notice (Notice Period) of any changes that are likely to be of detriment to you through the Reebelo Website, or via email communications. You have the right to elect to cancel your Reebelo Care Plan during the Notice Period. The latest version of these Terms & Conditions will be made available on the Website and will apply from the end of the Notice Period.

Not insurance

This is a contract for the provision of services and is not, nor is it intended to be insurance, or involve an undertaking of liability by way of insurance, in part or whole. In applying for the ReebeloCare Plan you must be honest and not make a misrepresentation to us, but no duty of disclosure or duty of utmost good faith of the type applied in relation to insurance contracts applies or is intended to apply.

Governing law

The Reebelo Care Plan and its Terms and Conditions will be governed by and construed in accordance with the laws of the state of Queensland, Australia. Each of the parties to these terms and conditions submit to the exclusive jurisdiction of the courts of the state of Queensland, Australia and the courts having jurisdiction to hear appeals from such courts.

Service providers, contractors and third parties

Reebelo has appointed Renewable Care to provide certain services in respect of the operation of the ReebeloCare Plan. Reebelo may also use other third parties in respect of the ReebeloCare Plan. Actions taken by any party appointed by Reebelo in relation to the ReebeloCare Plan are taken to be actions of Reebelo and your sole recourse will be against Reebelo and not Renewable Care or any other third party.

Terms apply to extent enforceable and are severable

A term or condition or part of a term or condition (including any exclusions) will be applied to the extent it is enforceable under applicable law. In the event any portion of a term or condition is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Assignment, novation, subcontracting or transferring

We may assign, novate, subcontract or transfer your ReebeloCare Plan to third parties but are not relieved of our obligations to you if we do this.

You cannot assign, novate, subcontract or transfer your ReebeloCare Plan to third parties and any person who acquires your Device will not have any benefit under these Terms & Condition's

Interpretation

In the Terms and Conditions:

- Headings are for convenience only and do not affect interpretation;
- If a word is defined, its other defined grammatical forms that are also defined have a corresponding meaning; and
- Unless the context indicates a contrary intention:
 - i. A reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, successors, re-enactments and replacements thereof;
 - ii. A word importing the singular includes the plural (and vice versa);
 - iii. A word indicating a gender includes every other gender;
 - iv. The words "include", "including", "for example", "in particular" or "such as" or equivalent are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - v. Any examples provided are subject always to the Terms and Conditions and applicable law; and
 - vi. A reference to "\$" or "dollar" is to Australian currency.