

## General Terms & Conditions

These Terms & Conditions should be read in conjunction with ....

- the Critical Information Summary or Terms & Conditions for your **Konnekt Monthly Plan** – visit [www.konnekt.com.au/tc/](http://www.konnekt.com.au/tc/)
- the **offer document** or **application form** sent to you or completed by you online, if applicable

### 1 WARRANTY

This Limited Warranty applies to physical goods, and only for physical goods, purchased from Konnekt (the "Physical Goods").

#### 1.1 What does this limited warranty cover?

This Limited Warranty covers any defects in material or workmanship under normal use during the Warranty Period. During the Warranty Period, Konnekt will repair or replace, at no charge, a product or parts of a product that prove defective because of improper material or workmanship, under normal use and maintenance.

#### 1.2 What will we do to correct problems?

Konnekt will either replace or repair the Product at no charge, using new or refurbished replacement parts.

#### 1.3 How long does the coverage last?

The Warranty Period for Physical Goods purchased from Konnekt is 12 months from the date of purchase. A replacement Physical Good or part assumes the remaining warranty of the original Physical Good or 60 days from the date of replacement or repair, whichever is longer.

#### 1.4 What does this limited warranty not cover?

This Limited Warranty does not cover any problem that is caused by:

- conditions, malfunctions or damage not resulting from defects in material or workmanship
- conditions or malfunctions caused by problems with Internet services provided by others
- conditions, malfunctions or damage resulting from tampering with the product by anyone other than an authorised Konnekt agent
- failure of Microsoft Account and/or the Skype app or platform due to hacking / criminal activity beyond our control
- cost of freight to Konnekt

#### 1.5 What do you have to do?

To obtain warranty service during the Warranty Period, you must first contact Konnekt or an authorised agent, to determine the most appropriate solution for you. Konnekt will recommend the most cost-effective option for rectification. You must arrange for return of the Physical Goods to Konnekt or its authorised agent, at your own cost. Alternatively, you can pay for a Konnekt technician to attend your premises. In this case, you will be charged for the technician callout and time spent, but not for the cost of repair of the Physical Goods, which is covered under Warranty.

## **2 VIDEOPHONE TERMS & CONDITIONS**

### **2.1 Videophone Preferences**

Many Videophone features can be adjusted by Konnekt remotely, without requiring a visit or any local support. Features that can be changed include font, font size, colour scheme, number and layout of Call Buttons, contact names and numbers associated with Call Buttons, the amount of time each number is dialled before trying the next number, which contacts are allowed to use the auto-answer feature, the words used on most buttons, volume, ringtone, and others. Your monthly service fee covers changes to Videophone Preferences but does not cover re-personalization of Videophone for a different user.

### **2.2 Diagnosis of Problems**

Where possible, Konnekt will initially attempt to diagnose and rectify a Videophone problem using remote access. This can only work if the Internet service and Videophone are in sufficient operational condition to support remote access. If remote access does not resolve the problem, Konnekt will determine the likely cause of the problem, which may be ....

- the Videophone or other equipment that have been supplied by Konnekt
- the Konnekt Internet service
- 3<sup>rd</sup> party equipment or Internet service not provided by Konnekt

Depending on the above, Konnekt will recommend the best course of action, and likely costs, if any.

### **2.3 Repairs**

Should it be deemed that a repair of Konnekt equipment is required, you can...

- arrange for the return of the equipment to Konnekt at your cost, or
- request a paid visit by a Konnekt technician, if available in your country

Should it be deemed that you have a problem with 3<sup>rd</sup> party equipment or 3<sup>rd</sup> party Internet, we will do our best to diagnose, and then direct you to the appropriate supplier.

Charges apply for repair of Konnekt equipment, except during the Warranty Period.

Charges apply for a visit by a Konnekt technician, including during the Warranty Period.

It is your responsibility to correctly package the Videophone and any accessories to prevent damage during transit. The only way to ship a Videophone safely is using the original packaging. Konnekt can send you instructions on how to package, upon request. You will be charged for the cost of replacement packaging if required, which is always billed as a complete set, even if only part is missing.

### **2.4 Visit by a Konnekt Technician**

Our aim is that a visit by a Konnekt technician will fully resolve the issue during the visit, including repairing or replacing any parts. This minimises the time you will be without your Konnekt products and services, and gets you going again as quickly as possible. You will be charged for the cost of the callout and time spent, at rates quoted by Konnekt beforehand, regardless of whether this is a warranty issue or not. The Konnekt technician will work on your Konnekt equipment, and if you request, assist with any 3<sup>rd</sup> party equipment and 3<sup>rd</sup> party Internet services. Note that Konnekt technician visits are not available in all countries – please contact Konnekt to determine whether a Konnekt technician is able to assist remotely.

## 2.5 Screen Saver

Videophone Preferences include an option to blank the screen after a period of time. This is the default configuration, and is recommended for a number of reasons:

- it prevents lighting up the room at night
- it reduces wear and tear of the LED screen

If the Videophone blank screen option is disabled, so that the screen always displays something, then the Videophone may not last more than a few years. In the best case, the Videophone's LED display will become less bright within a year or two. In the worst case, the Videophone screen will fail within a few years as it is not designed for 24-hour duty cycle. You can request a change to Videophone Preferences at any time. We therefore recommend that if you start with blank screen preference disabled, that you consider asking us to enable it after the first few weeks of operation, after the user has become more familiar with the Videophone, in order to maximise the life of the Videophone LED screen.

## 2.6 Call Quality

The quality of Videophone video and audio calls is dependent on many factors:

- the speed and quality of your Internet service, be it a Konnekt or 3<sup>rd</sup> party service
- the location of your Wi-Fi modem/router
- where the Videophone is placed, and the thickness and materials of walls and other objects between it and the Wi-Fi modem/router
- the amount of traffic on the Internet within the country where Videophone is located and your contacts' countries; traffic usually peaks from school home time until late evening in each country
- the speed and quality of the contact's computer, phone, tablet, or iPad
- the speed and quality of the contact's webcam, microphone, and Internet connection

While every effort will be made to maximise the performance and quality of your Videophone calls, many of the above are outside of Konnekt's control, and may affect your call quality.

## 2.7 Call Reliability

The Konnekt Videophone is an Internet-based product that relies upon national and international infrastructure under the control of many different companies and organisations, as well as the wiring and power within your premises. This infrastructure must be fully operational for the Videophone calls to function: the world-wide Internet, Skype global infrastructure and apps, Internet and telephone service infrastructure, and many other services and equipment provided by others. As a result, Konnekt cannot guarantee Videophone operation at any particular time, and do not recommend it for emergency or life-threatening situations or mission-critical applications. The Videophone service will most likely suffer from time to time due to problems within local, national, or international infrastructure, or other factors that are out of Konnekt's control. Note also that the Videophone will not operate during a power outage (unless connected to an uninterruptable power supply (UPS) and a mobile Internet service unaffected by the power outage), or if it has no power for other reasons.

## 2.8 Limited Liability

Konnekt will not be liable for any damage caused to any person, animal or equipment if the Videophone is used other than as intended, or is installed, moved, or altered by anyone other than a qualified technician authorised by Konnekt.

## **2.9 Privacy**

Konnekt staff may call the Videophone User within the first month of operation and very infrequently thereafter to encourage the use of the Videophone and/or to survey the Videophone User on their experiences with the Videophone.

Konnekt will not engage the auto-answer option on any client's Videophone unless expressly requested to do so by one of the people nominated as having authority to change and update the User's Videophone settings.

When you use the Videophone to call a contact or to accept an incoming call from a contact (including via Auto Answer), you understand that people will see you and hear you. This may include not only your contact, but also other people who are together with the contact, or who are using the contact's equipment or account with or without the contact's permission or knowledge. This is similar to the way in which a regular (audio-only) telephone operates, except that Videophone contacts and people within the same room/area will also be able to see the Videophone user, be seen by the user, and display images to the Videophone.

## **2.10 Relocation**

Depending on your particular situation and preferences, your relocation costs may include:

- a new modem/router, if your new location only has a different type of Internet service available
- reconfiguration of your Videophone, so that it can work with the new modem/router
- services of an approved technician to uninstall from the original premises
- services of an approved technician to install at the new premises

This applies for a temporary or permanent relocation.

The Konnekt Videophone can operate sitting on a desk/table, or can be fixed to the desk/table, or fixed onto a wall with a bracket. This is a customer choice. If a Videophone is returned, relocated, or uninstalled for any reason from a fixed installation, it is possible that some marks or screw holes will remain on the desk, table, or wall. It is the customer's responsibility to arrange and pay for any rectification works to clean, fill, paint, or otherwise cover up these holes and marks.

## **2.11 Product Improvements & Changes**

As Konnekt are always striving to improve products and services and because Konnekt Videophone is dependent on Internet and Internet video-telephony services, Konnekt reserves the right to alter the Konnekt Videophone product specifications and service specifications at any time. Please contact Konnekt for the most up-to-date information on Konnekt's products and services

From time to time, Microsoft makes changes to the Skype application or Skype service. Konnekt is required to make corresponding Videophone software changes, and to install updated software onto your Videophone, in order to keep it working as expected. Konnekt's changes and updates are included with your Konnekt monthly service fee.

Although highly unlikely, Konnekt reserves the right to switch to an alternate global video and audio calling service, should the Skype platform or application become unworkable on the Videophone for technical or commercial reasons. You will be notified well in advance if such a change is required.

Where possible, updates and changes as above are applied seamlessly and automatically overnight, without user intervention. However, on extremely rare occasions, for example if Microsoft has made a major

architectural change to the Skype product, Videophone software changes may require technical work to be carried out in person on the Videophone, which may result in the requirement for either a paid service visit by a Konnekt technician or a return-to-Konnekt update. Konnekt makes every effort to avoid this requirement, and aims to provide updates automatically whenever possible. However as with any PC or modern piece of IT equipment, occasionally it will be necessary to apply a major update to the Videophone, requiring manual intervention.

### **2.12 Skype**

Skype is a registered trademark of Microsoft. Konnekt will help create and manage a Skype account on behalf of the Videophone user, and provide support and assistance in using that Skype account on the Konnekt Videophone. You agree to not make any changes to the Skype account or to any Skype subscriptions used by the Videophone, not to login to the Skype account from any devices other than the Konnekt Videophone, and not to make any calls from the Skype account other than to the contacts on the Videophone Call Buttons.

You agree that you will abide by the Microsoft and Skype Legal Policies, Terms and Conditions, Fair Usage Policy and Services Agreement applicable to the Skype consumer application and products, Skype Subscription, and (if applicable) Skype Number, available from the Skype web site at [skype.com](https://www.skype.com).

### **2.13 Microsoft Account**

Use of Skype on the Konnekt Videophone requires a personal Microsoft Account specific to the Videophone user. This Microsoft Account is subject to Microsoft security measures and security monitoring. If Microsoft detects unusual account activity, it may suspend the Microsoft Account, which would mean the Videophone would be logged out of Skype and unable to make or receive calls. Action will be required to recover from this. Konnekt will take any required actions, but may need your assistance, as detailed below. Konnekt has taken great care to avoid this situation, using strong security measures that conform to Microsoft requirements, including the use of your mobile phone number where necessary for security recovery. We require your assistance to minimise the chance of the Microsoft Account being suspended or compromised ....

- do not leave the Videophone off or offline for extended periods of 2 months or more
- you agree to receive Microsoft Account verification codes on your mobile phone if required and to use them to assist Konnekt, upon account creation, and should the need arise subsequently (we are unable to use our own mobile phones for this, as it is against Microsoft policy)

Konnekt has made every effort to minimise the chance of a security breach, and/or account suspension. However, Konnekt cannot guarantee that criminals and criminal organisations will not be able to gain access to or disrupt user accounts, despite Microsoft's best efforts and our best practices. Should a breach of your Videophone Microsoft Account occur, Konnekt will assist with recovery in a timely fashion, during Konnekt business hours. This may involve a period of downtime for the Videophone, which the user accepts is a risk beyond the control of Konnekt. Konnekt cannot be held liable for such a breach, and no refunds for lost service will be provided.

In the worst case that the account is unrecoverable, a new account will need to be created, with the following additional impacts and costs:

- the Videophone will need to be left powered on and connected to Internet
- contacts that previously conducted calls to/from the Videophone will each need to accept a Skype Contact Request from the new Videophone Skype Account

#### **2.14 Calling Mobile Phones**

Some Konnekt plans and programs (such as the Konnekt-Telstra Captioning Videophone Program, and our plans in a small number of countries such as USA and Canada) include phone calls to mobile phone numbers, while some require an additional subscription. If your Konnekt program, plan or subscription does not include phone calls to mobile phone numbers, then in order for Videophone to call a contact on their mobile phone, the contact must have the Skype app installed and operational on their mobile phone (as recommended and assisted by Konnekt), or configure their Skype account to forward calls to their mobile phone number, using Skype Call Forwarding, which requires the contact to add either Skype Credit or an applicable Skype subscription to the contact's Skype account.

#### **2.15 Tampering**

You agree not to make changes to the Videophone's operating system or software, or to attempt to obtain access to the Videophone hardware or software. The Videophone is to be used solely for the purpose of making and receiving calls using the Videophone software as intended.

### 3 KONNEKT SERVICE TERMS AND CONDITIONS

You acknowledge that the information you have provided in the Videophone Application Form or over the phone is true and correct. You take responsibility for selecting or providing your Internet service and understand that the quality of your Internet service may affect the performance and quality of Videophone calls. You are responsible for dealing with your Internet Service Provider, and for maintaining the Internet service and associated equipment (eg. modem/router).

You agree to pay the Konnekt Monthly Service fee, which covers Videophone services including video and audio calls, access to Konnekt approved technicians for help & assistance, the ongoing remote maintenance of your Videophone, remote changes to Videophone contacts, Call Buttons and other preferences, limited IT support, and software updates. As noted above in "**Product Improvements & Changes**", the software updates are a necessary part of Videophone operation, to ensure continued operation.

### 4 VIDEOPHONE FAIR USE POLICY

The Videophone Service is intended for consumer use, and is not intended for full-time remote monitoring or for commercial purposes. The Fair Use Policy helps ensure all of our customers can access their services:

- Video and voice calls will be limited to 110 minutes in duration each.
- Group call usage should not exceed 100 hours per calendar month, with no more than 10 hours per day.

The 110-minute call time limit is adjustable. If you believe it best to limit call duration to a shorter time for health or other reasons, this setting is one of the Videophone Preferences that can be changed by contacting Konnekt. The Videophone will automatically end a call when the time limit is exceeded, and will display a 1-minute warning and countdown beforehand, providing the user with adequate notice so that they can end the current conversation. However, following call disconnection, another call can be commenced after a few seconds, either with the same contact or with a different contact, initiated either by the user or by a contact. Enforcement of the maximum per-call duration limit also helps ensure that a Videophone call is not left connected inadvertently for long periods of time.

For Videophone users in **Australia** who are on the **Konnekt 30-day trial** with a Konnekt-supplied modem/router, Konnekt may help set up and manage a mobile Internet service with a minimum of 4GB data in total for the 30 days. This is sufficient data for at least 1,000 minutes in total or an average of at least 33 minutes per day of face-to-face Videophone calls with full 2-way video and audio. Because it is a 30-day limit and not a daily limit, the Videophone user may have more than 33 minutes of Videophone calls on any particular day. In the situation that the total data limit is exceeded before the end of the trial period, the Internet connection may be either **terminated** or **throttled** in speed, resulting in either no service at all or reduced call quality for the remainder of the trial period, but no additional cost. To continue service, contact Konnekt or your reseller to arrange either purchase or rental of your Videophone, which will include a monthly service plan.

## **5 COMMERCIAL TERMS & CONDITIONS**

### **5.1 Ownership of Physical Goods**

The Videophone and all other equipment to be supplied or actually supplied remains the property of Konnekt or Konnekt's authorized partner until full payment has been made. Konnekt is responsible for the Physical Goods up to the point of delivery to your premises, after which you are responsible for the Physical Goods, regardless of ownership. This means you are responsible to pay for any theft or damage to the Physical Goods after taking delivery, regardless of whether payment has been made or not.

### **5.2 Returns at the end of Trial/Rent/demo/loan**

Unless otherwise specified in writing, the cost of shipping Videophones and other equipment to Konnekt is your responsibility. Customers engaging in a Videophone Trial, Rent, demo, or any other commercial arrangement other than Purchase, must return the Videophone and any accessories to Konnekt undamaged, in good working order, complete with all original packaging. It is your responsibility to correctly package the Videophone and accessories to prevent damage during transit. Konnekt can send you instructions on how to package, upon request. You will be charged for the cost of any repairs required due to equipment damage, or failure to properly package equipment. You will be charged for the cost of replacement packaging if required, which is always billed as a complete set, even if only part is missing.

### **5.3 Returns following purchase**

Hardware defects are covered by warranty: See section 1 above.

If you change your mind; cause a problem with the product due to product misuse such as dropping the product; purchased a used product with a known and agreed minor defect; asked for an unusual configuration against the advice of Konnekt; or if the problem was caused by the actions of someone other than Konnekt or its representatives; then you are not entitled to repair, replacement or refund. Konnekt will work with you to discuss or offer a suitable solution.

If there is a major problem, such as the product being unsafe, or different from the purchase agreement, then Konnekt will first work with you to reconfigure, update or re-personalise the product, deliver additional or replacement parts or accessories, or replace the product.

Konnekt reserves the right, but is not required, to offer a refund if the customer circumstances change; for example, in the event of death before the product is installed or used, or within one month of receiving the product.

If Konnekt offers a refund and the product does not have a problem, Konnekt may deduct reasonable costs such as product collection, inspection, and re-stocking. Generally, these deducted costs would not exceed Konnekt's 30-day trial pricing but please note that international delivery costs often exceed Konnekt's 30-day trial pricing.

Konnekt will endeavour to provide a courier to pick up the product. Depending on circumstances, this may be at the cost of the customer or at Konnekt's cost.

You must keep packaging. All returns must be made in original packaging to protect the product from damage during transit. Videophone must be repacked according to Konnekt's supplied instructions.

Upon receiving a returned product, a Konnekt technician will check the product to ensure it is complete and in good working order. Konnekt will endeavour to complete this check and reply to the customer in a timely manner, generally within two or three weeks.



If the product is returned damaged or with missing items, Konnekt will deduct the costs of repair or replacement.

If the product has been partially or wholly government funded, then Konnekt may provide the appropriate portion of the refund to the funding organization.

If a product is no longer required, Konnekt may offer at its discretion to buy back the product, depending on the product's condition, age, amount of remaining warranty, completeness of packaging, and Konnekt's own stock on hand. An estimate of buy-back value will be given to the customer prior to proceeding.

#### **5.4 For Customers paying by credit card**

In addition to the other Terms & Conditions in this document, the following apply to customers paying by credit card....

- You authorise Konnekt (ABN 71 162 793 080) to make periodic credit card transaction on your credit card account. You acknowledge that the agreed amount will be applied to your credit card account according to the terms and conditions of your agreement with Konnekt and the terms and conditions of the Credit Card request.
- You acknowledge that it is your responsibility to ensure that there is sufficient credit available on the nominated card by the due date to enable the transaction to be honoured on the due date.
- You acknowledge that Konnekt will not be held responsible for any fees and charges that may be charged to you by your financial institution, including international transaction fees or currency conversion fees.
- You acknowledge that there may be a delay in processing your transaction if:
  - there is a public or bank holiday on the day of the transaction, or any day after the transaction date
  - a transaction request is received by the ANZ bank on a day that is not a banking business day in Victoria Australia
  - a transaction request is received after normal ANZ banking cut off times, being 4:00pm Australian Eastern Standard Time (AEST), Monday to Friday

Any transactions that fall due on any of the above will be processed on the next business day.

- Konnekt will provide at least 14 days notice if it proposes to vary any of the terms and conditions of the Credit Card transaction or this Agreement including varying any of the terms of the credit card transaction arrangements between us.
- You acknowledge that you will contact Konnekt if you wish to alter or defer any of the credit card transaction arrangements. You acknowledge that any request by you to stop or cancel the credit card transaction arrangements will be directed to Konnekt.
- You acknowledge that any disputed credit card transactions will be directed to Konnekt. If no resolution is forthcoming, you agree to contact your financial institution.
- You acknowledge that if a credit card transaction is declined by your financial institution, a failed payment fee is payable by you. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful credit card transaction attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as might be incurred by Konnekt.

- You acknowledge and agree that Konnekt will not be held liable for any disputed transactions resulting in the non supply of goods and/or services, and that all disputes will be directed to Konnekt.
- Konnekt will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required by law.
- You acknowledge that Videophone delivery, installation (if applicable) and activation will not occur until payment has been received and cleared by our financial institution.
- In the event that installation, delivery or activation cannot occur due to lack of internet coverage or some other technical issue, Konnekt will endeavour to return funds to your account within fourteen days. Konnekt will not be liable for any fees and charges that may be charged to you by your financial institution, including loss of interest or currency conversion fees.

#### **5.5 Taxes and Duties Outside Australia**

Please be aware that bringing a Videophone into countries other than Australia may require you to pay import duty, VAT or other taxes or fees. Please check applicable government agencies for your particular country.