

SmartLab Repair and Service Terms and Conditions

Before SmartLab Pty Ltd (ACN 638 884 983) as trustee for The NT Phone Repairs Unit Trust (ABN 55 980 513 432 trading as SmartLab (**SmartLab**) is able to accept your device, please read this repair and service authorisation notice and Terms and Conditions carefully (**Terms and Conditions**), and if you agree with its Terms and Conditions, please click the required check boxes and sign in the space provided at the bottom.

If you cannot digitally sign this form, you acknowledge that by clicking on the below you are agreeing to these Terms and Conditions.

The repair of your goods may result in the loss of any user-generated data. Please ensure that you have made a copy of any data saved on your goods.

Authorising Work:

1. You authorise SmartLab to perform the work described to you by SmartLab (**Services Description**) on your device (**Your Device**), subject to these Terms and Conditions (**Services**) and payment of our fees (**Fee**).
2. SmartLab is in no way connected to any phone manufacturer and the Services offered are separate to any additional agreement SmartLab may offer on behalf of a phone manufacturer under or in connection to any warranty offered by phone manufacturers.

User-Generated Data:

3. Please ensure that you have made a copy of all user-generated data saved on your device and/or any memory cards, as the repair or replacement of your device may result in the loss of such data. User-generated data includes files stored on a smartphone or tablet device, or on a memory card (such as telephone numbers, SMS messages, photographs, videos and other files). SmartLab will not be liable for the loss of user-generated data associated with the repair or replacement of your device.
4. You are solely responsible for backing up any data on Your Device and deleting, encrypting or otherwise protecting your data from unauthorised use. SmartLab will not back up or restore your data (**unless authorised by you**), and is not responsible for any data that is lost or corrupted. SmartLab will not treat data on Your Device as confidential and disclaims any agreement with you or other obligation to do so.

Data Recovery:

5. For standard data recovery, following an initial consultation and/or the supply of our Services Description, we shall provide the Services according to the Services Descriptions. We will use reasonable endeavours to (a) examine the Your Device to determine (i) what data is accessible on Your Device; (ii) the cause of any damage to Your Device/or the data on Your Device; (iii) the amount of data (if any) likely to be recoverable on Your Device;
6. In consideration of your payment of the Fee, we will provide the Services in accordance with these Terms and Conditions with reasonable care and skill. We shall use reasonable endeavours to (a) retrieve, replicate, reconstruct, provide access to, convert, recover and return any recovered data to you on an encrypted hard-drive or USB stick (or other hard-drive provided by you); (b) if required, repair Your Device; and (c) carry out such other services that we have agreed to perform for you as per the Service Description.

7. While we try to use approved equipment manufacturer repairs, we offer no guarantee that the Services will be consistent with any warranty offered by the original equipment manufacturer. Our performance of the Services should, under no circumstances, be taken as a guarantee that the Services will be successful, that all or any of your data is recoverable or will be useable, that Your Device will be capable of being used or that we will achieve any other particular result.
8. YOU UNDERSTAND THAT DATA RECOVERY CANNOT BE GUARANTEED, we do not accept responsibility for any corruption of, or physical or other damage to, or destruction of Your Device, your data, or any other equipment that may occur, or invalidation of any warranties in respect of Your Device or other equipment, either: prior to SmartLab receiving Your Device, your data, or other equipment; or in the course of SmartLab providing the Services where such damage, destruction, corruption or invalidation arises from SmartLab performing the Services in accordance these Terms and Conditions.
9. Data recovery services offered by SmartLab are between you and SmartLab only. The Services for data recovery are in no way connected to any third-party phone manufacturer and are separate to any warranty claim or repair services offered by SmartLab on behalf of a third-party phone manufacturer.

Removal of SIM/memory cards and passwords/locks:

10. Where it is possible, please remove all SIM and/or memory card(s) installed in your device prior to providing it to SmartLab for repair or replacement. In addition, where applicable, please remove all passwords and/or locks from Your Device in order to provide SmartLab with full access to it. We also recommend removing any encryptions, locks or passwords you have added to your memory card prior to providing your device to SmartLab, as you may not be able to recover your data from the memory card if any encryptions, locks or passwords are not be removed.

Device Diagnostics:

11. During the Service process Your Device will be connected to a diagnostics program. This program is designed to diagnose errors with your device so as to better assist in providing you with a solution. This program will collect information such as device information (Model, IMEI and/or Serial Number), hardware information, error information and error diagnostics values.

Use of Refurbished Goods and/or Parts in Replacement or Repair of your Device

12. SmartLab sometimes replaces defective devices with refurbished devices (rather than new devices) or uses refurbished parts to fix defective devices. As such, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If Your Device is replaced by a refurbished device, please note that the refurbished device is a replacement device and not a loan device. Your original device will not be returned to you.
13. SmartLab may not own the intellectual property necessary to refurbish Your Device or parts within Your Device so that it exactly resembles a new version of Your Device. Accordingly, SmartLab provides no warranty that Your Device will function exactly the same as a new version of Your Device following refurbishment or repairs. Such repairs may also void the existing manufacturer's warranty for Your Device. For example, if Your Device has a waterproof guarantee from the manufacturer and SmartLab is required to open up Your Device, this manufacturer's guarantee may be voided – and it will not be replaced with a similar guarantee from SmartLab. You agree to release SmartLab from all claims relating to any issues arising out of the above disclosure.

Software Update

14. As a part of SmartLab's standard repair process, the software on Your Device may be updated to the latest version if our technicians see this as a necessary step to repair Your Device.

Accessories

15. Please retain any removable accessories to Your Device (e.g. smartphone cases or covers) prior to providing it to SmartLab. During the repair process or if your device is replaced, accessories that are not removed from your device (e.g. screen protectors) may be required to be removed. You agree to release SmartLab from all liability associated with the loss or removal of Your Device's accessories. While SmartLab will attempt to return these goods in the same condition as received, you acknowledge that this is your responsibility to remove the accessories before SmartLab receives Your Device.

Labour Inspection Fee for Additional Damage

16. If, upon inspection, SmartLab determines that there is an additional issue with Your Device which is deemed to have been caused by customer-induced damage or abnormal use and if that issue was not initially disclosed or apparent to SmartLab after a visual inspection of Your Device (i.e. if customer-induced damage is identified on an internal component of Your Device that is additional to any external physical damage identified), SmartLab will provide you with a revised repair fee and Services Description. If you decide not to proceed with the revised Services Description, SmartLab will deduct a labour inspection fee of \$66.00 (inclusive of GST) from the original repair fee you paid or will pay.

Customer acknowledgements

17. You hereby acknowledge and warrant to us that: (i) you are legally capable of entering into this binding contract; (ii) you have full authority, power and capacity to agree to these Terms and; (iii) all the information that you provide to us in connection with Your Device is true, accurate, complete and not misleading; (iv) you are the owner of Your Device and/or have the permission from the owner of the device known as Your Device for us to perform the Services; (v) your supply of Your Device and/or data to us, will not breach any obligations or rights of any third parties; (vi) your supply of Your Device and/or data to us will not breach any applicable law; (vii) you are legally permitted to grant access to the data; (viii) Your Device does not contain any material (including without limitation any data) which may infringe the intellectual property rights of any third party; and (ix) Your Device does not contain any material which will breach applicable law. We reserve the right to request documentary evidence of your ownership or legal right to authorise the Services and to suspend or not commence the Services without receipt of such evidence.

Warranty and Guarantee

18. SmartLab will provide a twelve (12) month warranty on the Services it provides. Specifically (subject to clause 19), SmartLab will fix any fault that occurs within 12 months of SmartLab completing the Services at no cost to you provided that (a) the fault is solely related to a part replaced by SmartLab as part of the Services; and (b) the fault in such part is deemed by SmartLab to be a manufacturing fault.
19. Upon return of Your Device for a warranty claim, if SmartLab finds evidence that (a) Your Device has been tampered with in any way whatsoever; (b) if there is any evidence that another entity (not SmartLab) has attempted repairs on the phone; (c) if the phone has been physically damaged or liquid damaged; or (d) if there is any evidence of customer induced damage of any part or area of Your Device, the warranty is void.

Australian Consumer Law

20. Our Services come with guarantees that cannot be excluded under the Australian Consumer Law or any statutory requirements. Our Services are (to the extent required by law) of acceptable

quality, match the Services Description, meet any express warranties (under the ACL or other legislation) and are fit for purpose.

Indemnity

- 21.** You shall indemnify SmartLab in full against and hold SmartLab harmless from all claims, costs, damages, liabilities, expenses (including without limitation legal expenses) demands and judgments awarded against or incurred or paid by us as a result of or in connection with any and all of your acts, inactions and/or omissions connected with the Services Description, Your Device and these Terms and Conditions.

Device Collection

- 22.** SmartLab will notify you to pick up your Device by sending either an SMS, email, or via calling you once Your Device is repaired or the Services is cancelled by you.
- 23.** You should pick up Your Device within 30 days from the first notifications sent through either an SMS, email or phone call.
- 24.** If you are sending someone to collect Your Device on your behalf, you must notify us by email with the persons full name and time they will collect Your Device. If this occurs, you give permission for SmartLab to hand possession of Your Device to the named person and acknowledge that you or the person collecting Your Device have inspected Your Device's condition and accept the condition of Your Device upon collection.
- 25.** SmartLab will not be responsible for the loss or damage to any phone that has not been picked up within 30 days from the first notification of completion of repairs.
- 26.** If Your Device is not collected within 120 days from the first notification that your Services are complete, SmartLab shall treat the device as abandoned, and may dispose of Your Device in its sole discretion in accordance with applicable provisions of law, including sale to recoup administrative and repair costs.