

## **Terms and Method of Rental Modems:**

These terms and conditions are specific for the rental modem we provide to you in the plan that you select, and apply in tandem with the specific promotions and plans terms and conditions and the Standard Form of Agreement which govern the use of your service in Australia. For further details on these please go to <https://myrepublic.net/au/legal/>.

## **Equipment and Ownership:**

We retain ownership of rental modems. Modems rented to you may receive upgrades of software or middleware remotely by MyRepublic from time to time. This is to ensure optimal functioning of the equipment and to ensure ongoing compatibility with networks. We reserve the right to supply you with rental modems that are refurbished, i.e. modems that may have been used previously by another customer. Prior to delivery to you, we will ensure that these modems are tested to be in good working order and have been reset to factory defaults.

Upon termination of the service plan, you are required to return the modem to MyRepublic. If you do not return the modem within 30 days from date of termination or if the modem is considered damaged or misused (as described below), excluding reasonable wear and tear, you will need to pay full retail price of the modem. In the event you have had an active service with MyRepublic for an uninterrupted period of 36 months then ownership of the modem shall belong to you.

## **Installation:**

Modems are delivered to you prior to installation. They are self-service “plug and play” devices.

## **Information About Wi-Fi Modem Pricing:**

Pricing varies based on the plan and modem you choose. This is covered in the offer summary of your plan.

## **Faulty and Replacement Equipment:**

If you experience a problem with the rental modem, whilst you have an active service on a plan that includes a rental modem, then we will send you a replacement modem and a return bag. If your current model of modem is unavailable, we will send you a replacement modem offering similar functionality depending on stocks available at the time. The modem must be returned within 30 days from dispatch of the replacement modem. The returned modem will undergo diagnostic testing.

There is no charge for replacement modems if modems are faulty, excluding reasonable wear and tear. You will need to pay the full retail price of the modem if (i) you do not return the modem or (ii) it is considered damaged or misused such as the following: missing power pack, missing cables, missing or dislodged components or parts, water damage, dirt, dust, debris, disfigured, marked, foreign matter.

## **Changing Plans & Moving Address:**

If you change plans during the period of your plan or after your original plan has expired, the new plan may offer a different model of modem.

## **Termination Billing Cycle:**

When you cancel your subscription or terminate your service, you must return the modem to MyRepublic.

## Rental Modems Terms and Conditions



If you cancel your subscription, or terminate your service and you do not return the modem in working order within 30 calendar days from cancellation or termination, you will be charged the retail value of the modem, as applicable at the time the modem was provided to you.

- This charge is applicable in addition to any applicable Early Termination Fees as part of your plan.
- You are to return the modem to us at your own cost and expense, via courier to MyRepublic, at the address provided to you by us at time of termination.

### **Personal Information:**

We reset all modems to factory defaults before being shipped to customers, to erase any settings that you may have saved on your modem.

To prevent misuse of any data, including personal data, that you may have stored in the modem rented to you, we strongly recommend that you carry out a “factory reset” of the modem supplied to you, prior to returning it to MyRepublic.

### **Limitations & Qualifications:**

MyRepublic does not guarantee the functioning or performance of any non-MyRepublic branded modem. Your sole claim would be to the manufacturer directly under their available warranty.

To the maximum extent permitted by law, MyRepublic excludes all liability for loss or damage arising directly or indirectly in connection with the use of rental modems.

### **Customer service:**

For customer service and to access MyRepublic’s internal dispute resolution scheme, please contact us via [MyRepublic Live Chat](#).

### **Complaints and disputes:**

If you have a problem or complaint about your service, or to access information on MyRepublic’s dispute resolution scheme, please refer to our [Complaint Handling Policy](#). Disputes are subject to the laws of Australia.

### **Billing:**

Your service is invoiced on the same date each month (e.g. 1st of every month). We bill you in advance for the minimum monthly charge and in arrears for calls not included in the minimum monthly charge.