

BLINK TABLET PLAN

MAY 2016

INFORMATION GUIDE & TERMS AND CONDITIONS SUMMARY



Powered by Optus 4G

BLiNK[®]

BLINK MOBILE BROADBAND TABLET PLAN INFORMATION SUMMARY

4G PLANS [#]	2.5GB	6GB	12GB	20GB
COST/MONTH	\$25 p/m	\$35 p/m	\$55 p/m	\$80 p/m
Terms available	12 or 24 Months			
Mobile device cost from \$100 to \$1200	Your device lease payment will vary depending on the value of the equipment you choose.			

THE SERVICE

The service is a mobile broadband internet data only service. The service provides a connection to the internet via Optus mobile 4G/3G/HSDPA and GSM networks as appropriate, based on, among other things, compatibility of your device, location, Blink plan and coverage areas.

The service excludes:

- International data roaming
- Inbound and outbound voice calls of any type
- Text services of any type
- All other specialist calls

DURING THE MONTH

We'll notify you by email or SMS once you've reached approximately 50%, 85% and 100% of your included data.

Usage alerts are not generated in real-time and delays of up to 24 hours may be experienced due to systems limitations; they do not include overseas usage if any. If you use more than your data allowance in any month, we'll automatically suspend your service. You can purchase additional data from us as a Top-Up, which will apply to the end of the calendar month. Top-Up data plans are subject to change without notice and other Top-Up data plans may be offered to you. At the end of your billing cycle, any data credits including Top-Up amounts do not roll over.

[#] The Optus 4G network is available in selected metropolitan areas. To access the 4G network you need a compatible Blink 4G device and plan in the Optus 4G coverage area. Outside 4G coverage areas, compatible devices will switch to the Optus 3G network.

FREQUENTLY ASKED QUESTIONS

WHO IS BLINK ?

Blink is the Telco division of FlexiGroup Limited – a financial services group of companies, listed on the Australian Stock Exchange. In operation for over 25 years, FlexiGroup has offices in Australia, NZ and Ireland with a network of over 11,000 vendor, merchant and retail partners delivering access to consumer, small/medium business and enterprise customers.

WHAT IS THE BLINK TABLET PLAN ?

This plan allows you to bundle any device (a tablet, iPad, notebook etc.) valued between \$100 and \$1200 with a Blink Mobile Broadband plan to give you internet-on-the-go.

WHAT DIFFERENT TYPES OF BLINK MOBILE BROADBAND PLANS ARE AVAILABLE WITH THE TABLET PLAN?

Blink has 2.5GB, 6GB, 12GB and 20GB plans which can be bundled with a mobile device on the Tablet Plan. They are available on 12 or 24 month terms.

WHAT IS 'SWITCH, PROTECT & LOANER'?

This is an option available with the Blink Tablet plan, for an additional monthly fee, on selected brands only. It covers your device for accidental damage, theft and loss and enables you to upgrade to a new device every 12 months on the 24 month plan and every 9 months on the 12 month plan. 'Protect & Loaner' only is available on all brands, also for an additional monthly fee, but excludes the ability to upgrade

your device. Conditions apply. See full terms and conditions for details.

CAN I USE MY OWN DEVICE/MODEM?

Yes, you can bring your existing modem to Blink. You must check that it is unlocked and can be moved to Blink. Some modems may not work with Blink and it is your responsibility to ensure that your modem will connect to Blink.

WILL I HAVE COVERAGE IN MY AREA?

Blink is powered by the Optus mobile network. Wherever there is Optus coverage, Blink will have coverage. To ensure that you will have coverage in your area, check the coverage maps found here www.blinkit.net.au/coverage

ARE THERE ANY UPFRONT CHARGES FOR ME TO SIGN UP?

No, our SIM cards are free with all our Blink Mobile Broadband plans.

HOW IS THE DATA USAGE BILLED?

The data usage is calculated in megabytes (MB) on all our plans.

HOW DO I CHECK MY USAGE?

If you would like to check your usage, you can either contact us at Blink Customer Service on 1800 254 654 or access your account online.

To log in to your account, simply go to www.blinkit.net.au/myblink, click on MyBlink with your email address or account number and password.

CAN I CHANGE MY MOBILE BROADBAND PLAN ONCE I'VE CONNECTED?

If you change your pricing plan to a new pricing plan at any time, or renew your Agreement and choose a new pricing plan:

- the relevant charges and data allowance of your new pricing plan will apply from the first day of the next calendar month. You must give us three (3) working days' notice prior to the end of the month to ensure the plan change can occur in the following month and
- we reset all credits and allowances on the first day of each calendar month, unless we tell you otherwise

WHEN WILL MY BILLING START?

Billing of your service will commence from the moment it is activated on the network. The first and last month's Minimum Monthly Spend will be pro-rated based on the number of days of Service supply in the relevant month.

WHAT IS MY ACCOUNT NUMBER?

Your account number will be stated on your monthly invoice from Blink. If you do not have a copy of your monthly invoice, you can call Blink Customer Service on 1800 254 654.

HOW CAN I PAY MY BLINK INVOICE?

All our plans are paid by direct debit via credit/debit card only. Credit / debit card payments may incur a 1% surcharge fee and we only accept Visa and Mastercard.

IS GLOBAL ROAMING AVAILABLE ON MY BLINK MOBILE BROADBAND SERVICE?

Sorry, this service is for use in Australia only and we do not provide data roaming overseas.

WHAT IS MY SIM PIN?

The default SIM PIN code is 4 zeros: 0000.

SUMMARY OF THE TERMS AND CONDITIONS FOR SUPPLY OF THE BLINK MOBILE BROADBAND TABLET PLAN

IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Blink (Flexirent Capital Pty Ltd ABN 93 064 046 046) ("we") will provide to you the Blink service for mobile broadband (the service) on the terms of the standard form of Agreement (the Agreement) for consumers for that service, unless you have entered into a relevant written Agreement with us (in which case the terms of the relevant written Agreement will apply). The Agreement, including any application, contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This is a summary of the Agreement. It is designed to give you information about what the Agreement covers and some of its important terms. If you would like more detail about your rights and obligations, you should read a copy of the Agreement. A copy of the Agreement together with any updated version of the summary is available on our web site: www.blinkit.net.au/termsconditions or on request. Terms used in this document, which are not otherwise defined in this document, will have the same meaning as in the Agreement. If there are any inconsistencies between this summary and the Agreement, the Agreement will prevail to the extent of any inconsistency.

SUMMARY OF MATERIAL TERMS AND CONDITIONS

Description of the service:

The service allows you to send data from, and receive data to, your mobile device on the Optus network.

Provision of the service:

Non fixed-length Agreement: We will provide the service until it is cancelled in accordance with the Agreement.

Fixed-length Agreement: We will provide the service for the minimum term of the Agreement or until the service is cancelled in accordance with the Agreement.

Conclusion of minimum term of fixed-length Agreement:

If neither you nor we cancel the service at the end of the minimum term, the Agreement will become a month to month Optional Term Agreement.

If you do not wish to continue the service at the end of the minimum term, you must notify us of this before the end of the minimum term.

If we will not provide you with the service at the end of the minimum term or we change the terms of the Agreement at the end of the minimum term, we will notify you before the end of the minimum term.

Summary of the Standard Agreement

Changing the Agreement:

Non fixed-length Agreement: We may change the Agreement by giving you reasonable notice of the change if we reasonably expect it to adversely affect you.

Fixed-length Agreement: If we make a change to a fixed length Agreement, which impacts you we must give you notice in writing of the change on fair terms and the right to cancel the service.

Unless otherwise set out in the Agreement, you cannot make any changes to the Agreement without our consent.

Personal information about you:

Personal information about you includes your name, address, credit rating and details of your usage of that service and records of that usage. In accordance with applicable privacy laws and principles, we may collect, use and disclose personal information about you:

- to decide whether to start, stop or limit supply to you of credit, the service, or products and services of Flexigroup Limited. If you do not supply part or all of the personal information we request, we may refuse or limit the supply to you of credit or the service.
- for purposes related to the supply of the service (including account management, business planning, product development) and to provide you with information about promotions, as well as products and services of FlexiGroup Limited and other organisations. You may opt

out of receiving communications that are not related to your account or legally required by contacting Customer Service.

- **from and to:** credit reporting bodies, credit providers, another FlexiGroup Limited subsidiary, unrelated third parties, suppliers and joint venture partners (but only for the purposes set out above).

Some of the organisations to whom we may disclose your personal information (including your credit information or credit eligibility information) will be located overseas and may not have an Australian link. The countries in which overseas recipients are likely to be located currently include the Philippines (for an updated list of countries from time to time please see our **Privacy Policy and Credit Reporting Policy** www.blinkit.net.au/Support available on our website).

You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle (“APP”) 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the APPs and we may not be liable under the Privacy Act if the recipient does not act consistently with the APPs).

By applying for this product you consent to disclosures to overseas recipients.

We may be required or permitted by law to collect, use or disclose personal information about you, for example from and to: the operator of the Integrated Public Number

Summary of the Standard Agreement

Database, emergency services organisations or to any government authority or law enforcement agencies. Subject to applicable law, you may access and correct your personal information by contacting us. Further privacy information is available in our privacy policy which is available at www.blinkit.net.au or by contacting Customer Service.

Use of the service:

We will provide the service to you with due care and skill. You must use the service in accordance with the Agreement and ensure that any person you allow to use the service complies with the Agreement.

Equipment:

All Blink-owned equipment remains our property.

You are responsible for any damage, loss or theft of any equipment owned by us.

Fault reporting and rectification:

Our supplier will repair faults within the supplier’s network. We are not responsible for repairing any fault in the service, which is caused by a supplier’s network, equipment that is not owned by us or facilities outside our network. If we investigate a fault that is caused by equipment that is not owned by us, we may charge you a fee for investigating and repairing the fault.

If we investigate a fault and determine that the fault is caused by your breach of the Agreement, a negligent or fraudulent act or omission by you or a failure of any of your equipment, we may charge you a fee for the cost of investigating and repairing the fault.

We will provide a 24 hour fault reporting service for you to report faults. Before reporting a fault you should try to make sure that the fault is not caused by equipment that is not owned by us.

Fees and charges:

Information about fees and charges under the Agreement is set out in the standard pricing table.

You are responsible for paying the fees and charges for the service (set out in the standard pricing table at www.blinkit.net.au or under a promotion or offer made by us), any additional fees and charges under the Agreement (including any application fee) and those fees and charges which are notified by us in accordance with the Agreement. You must pay all fees and charges, incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access the service (see complaints and disputes for exceptions).

Charges may include: usage charges, access fees, administration charges, suspension or cancellation fees, payment dishonour fees and reconnection or reactivation fees. If you would like further details about our charges, please refer to the standard pricing table or contact us on 1800 254 654. We may ask you to make a pre-payment usage charge or an interim good-faith payment (including for

Summary of the Standard Agreement

example, if there has been an unusually high use of the service. We may offer promotions or offers in connection with the service (special). If you validly accept a special, the price and terms of the special will prevail over those otherwise applicable under the Agreement for the duration of the special until the special expires and then the full terms of the Agreement will apply.

Billing and Payments:

We will bill you on a regular basis. We bill you in advance for your minimum monthly payment and in arrears for any excess charges. We may include unbilled service charges in a later bill. Itemised bills are available on request at no additional charge. You must pay each bill in full by the due date shown on it, or as otherwise notified by us. You may pay your bill by one of the payment methods set out in the payment notification, on the back of the bill or on our website. If you choose to make a payment via direct debit bank account, no processing fee will apply.

Paper statement fee: A fee will apply if you choose to receive a paper bill posted to you. To avoid this fee, you may change to an electronic bill sent to you by email by enrolling at www.blinkit.net.au.

Credit card fee: A payment processing fee of 1% may be charged if you use a credit, charge or debit card to pay your bill. This payment processing fee will be shown on your Blink bill after the payment has been processed.

Single bill: We may place one or more services that you have with us on a single bill. At point of sale you may choose to have all services billed individually. If you receive a single bill, it may not be possible to obtain individual bills for your services afterwards.

If a credit card or direct debit payment is dishonoured we may charge you a dishonour fee of \$15.00 or suspend or cancel the service (in which case we may charge you a suspension fee and/or reconnection or reactivation fee), engage a mercantile agent to recover the money you owe us, institute legal proceedings against you to recover the money you owe us and assign our rights to any unpaid amounts to a third party (in which case you will be responsible to the third party for payment of the bill). We may charge you a dishonour fee of \$15 each time the payment is dishonoured. If unsuccessful, we will try again to direct debit the amount owing to us every 5 - 10 business days until the payment is successful. Each direct debit attempt after the first will include applicable dishonour fee/s up to a maximum of three (3) attempts.

Taxes:

Unless indicated otherwise, the fees and charges set out in the Agreement include GST and any other applicable taxes.

Complaints and disputes:

If you have any complaints in connection with the service, you may complain in writing (via our complaints form or on our website: www.blinkit.net.au) or by

Summary of the Standard Agreement

calling Blink Customer Service on 1800 254 654. We will handle your complaint in accordance with our consumer complaints procedure.

If we are unable to resolve your complaint to your satisfaction, you may take your complaint through other avenues such as the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

If your complaint is about a fee or charge for the service, we may suspend payment obligations for that fee or charge until the complaint is resolved. All other fees and charges not in dispute remain due and payable.

Where your complaint is about a significant and sustained loss of access to, or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or non-Blink-owned equipment, you may be entitled on request to a refund or a rebate of any access fee for the period in which your access or use was interrupted.

Cancelling the service:

Your right to cancel the service: Subject to paying applicable cancellation fees, you may cancel the service at any time by giving us 30 days' notice. You may also cancel the service at any time without liability by giving us notice, if we breach a material term of this Agreement and cannot remedy the breach or do not do so within 30 days of you giving us notice to do so.

If you acquire the service through door-to-door sales, telesales or telemarketing sales, you may cancel the service before the end of the 10 business days cooling-off period set out under Australian Consumer Law.

Our right to cancel the service: Non fixed-length Agreement: We may cancel the service at any time by giving you at least 30 days' notice.

Non fixed-length Agreement or a fixed-length Agreement: We may cancel the service at any time if: there is an emergency, we reasonably suspect fraud by you or another person, any amount owing to us is not paid by its due date and you do not pay that amount within 10 business days of receiving notice from us, we reasonably consider you a credit risk, because of an amount owing to us or any FlexiGroup Limited subsidiary, you breach a material term of this Agreement and cannot remedy the breach, or do not remedy the breach within 30 days of receiving notice from us, we are required to do so to comply with an order, instruction, request or notice of a regulator, emergency services organisation, other competent authority or under law, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due, the service is suspended for more than 14 days, an intervening event prevents the supply of the service for more than 14 days or we are otherwise entitled to do so under this Agreement.

Summary of the Standard Agreement

How you can cancel the service: You can notify us that you wish to cancel the service by calling us on 1800 254 654.

You can also cancel the service by electing to have an equivalent service provided by another carrier or carriage service provider. The carrier or carriage service provider will notify us and we will cancel the service immediately.

What happens if the service is cancelled: If the service is cancelled, you are liable for any charges incurred up to and including the date the service is cancelled, you authorise us to use any over-payment on your account/ money paid in advance to pay for any undisputed outstanding charges. If you are required to pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including any cancellation fee) from your credit card or bank account.

If the service is cancelled during the minimum term of a fixed-length Agreement due to circumstances attributable to you, you must pay us a cancellation fee.

If the service is cancelled due to circumstances attributable to you and we reinstate the service, you may have to pay a reconnection or reactivation fee.

Suspending the service:

Our rights to suspend the service: We may suspend the service at any time without liability if: there is an emergency, to allow us or a supplier to repair, maintain or service any part of our network or a supplier's network, we reasonably suspect fraud by you or another person, we believe there

has been an unusually high use of the service, any amount owing to us in respect of the service is not paid by the due date and you fail to pay that amount in full within 10 business days after we give you notice, we reasonably consider you a credit risk, because any amount owing to us or another FlexiGroup Limited subsidiary is not paid by its due date and you fail to make that payment within the required period after receiving notice from us or another FlexiGroup Limited subsidiary, you breach a material term of this Agreement and you either cannot remedy the breach or do not remedy the breach within 30 days after we give you notice to do so, we are required to do so to comply with an order, instruction, request or notice from a regulator, emergency services organisation, other regulatory authority or under law, there are problems connecting our network to a supplier's network, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, or you die or, if you are in a partnership, the partnership is dissolved, and we reasonably believe we are unlikely to receive payment for the amounts due or we are otherwise entitled to do so under the Agreement.

What happens if the service is suspended: If the service is suspended you must pay an access fee while it is suspended. If the suspension was not as a result of circumstances attributable to you or non-Blink-owned equipment you may be entitled on request to a refund or a rebate of access fees for the suspension period in some cases. If the suspension was a result of

Summary of the Standard Agreement

circumstances attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

Consumer guarantees:

Any warranty or guarantee offered on our goods or services is in addition to your other rights and remedies as a consumer under Australian law, including those available under Australian Consumer Law. For example, exceptions apply to cancellation fees if you terminate in accordance with our warranty or guarantee offered on our goods or services or in accordance with your statutory rights including Australian Consumer Law.

Liability:

Your liability to us: You are liable to us for any breach of the Agreement causing foreseeable substantial loss to us. You are not liable to us for consequential loss which is not a result of something you have done.

Our liability to you: Under Australian Consumer Law, if you purchase goods or services from us, which are normally acquired for personal, domestic or household use, then certain consumer guarantees apply to those goods and services. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled (if we own the goods) to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major

failure. The consumer guarantees apply in addition to any express warranties, which are given. We accept liability to you in accordance with Australian Consumer Law (as amended from time to time) and other laws. Except where otherwise provided under Australian Consumer Law or other laws:

- we may be liable to you in connection with the Agreement and the supply or interruption of the service only to the extent provided in the Agreement; and
- we are not liable to you for consequential loss.
- We are not liable for any failure or damage caused to the goods by you.

Assignment:

We may assign our rights under the Agreement to any person. We may transfer our obligations under the Agreement to any FlexiGroup Limited subsidiary. We may perform any of our obligations by arranging for them to be performed by another person.

You may assign your rights under the Agreement with our prior written consent. You may transfer your obligations under the Agreement if the person you wish to transfer them to successfully meets the application requirements for the service, and enter into a contract with us.

Intellectual property rights:

You must not infringe another person's intellectual property rights in using the service or otherwise breach any laws. If you do so we may suspend or cancel the service without notice.

Summary of the Standard Agreement

Additional information about the service:

Coverage: The service is not available in all areas of Australia. You can check coverage in your area by going to www.blinkit.net.au/coverage

Use of the service: You must not: send or receive content on our network other than for your own personal or business use, wholesale any service on our network or use the service in connection with a device that switches or reroutes calls or content to or from our network. If you do so, we may immediately suspend or cancel the service.

SIM card: We own the SIM card and it remains our property at all times. We are not responsible for any lost or stolen SIM cards. If your SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with the Agreement.

Your mobile device: You may purchase a mobile device from us under a mobile equipment payment plan. Depending on your plan you may own the mobile device from the date you receive it. You are responsible for the maintenance and repair of the mobile device (and any accessories) subject to any warranty offered by us or the manufacturer, and for any insurance for the mobile device provided by a third party insurer or if you elect to have the mobile device insured by the third party insurer. If we own the mobile device you must return the mobile device and other accessories to us if you cancel the service (unless otherwise required by law, such as during a cooling off period, if applicable

to you). If the service is cancelled before the end of the minimum term or before the end of the equipment payment term, you may have to pay us the sum of any unpaid equipment charges. The terms of this plan are set out in www.blinkit.net.au/termsconditions. If you do not get a mobile device from us for use with the service, we make no warranty under the Agreement that the mobile device is suitable for use in connection with the service, or about the quality of the mobile device. If you do not obtain the mobile device from us for use with the service, you are responsible for making sure that all regulatory approvals for your mobile device have been obtained and your mobile device complies with all relevant technical regulations and specifications.

Blocking your mobile device: We may activate Blink IMEI blocking on your mobile device if we reasonably believe your mobile device is lost or stolen, if you obtain the service from us under false pretences or if we know you have made an insurance claim and your mobile device is not already blocked.

Temporary suspension of the service by you: If the Agreement is a non-fixed-length Agreement, we may temporarily suspend the service at your request. We may charge you a fee for suspending the service. The maximum length of time a service can be temporarily suspended is three months.

Product summaries:

The summary that will apply to you will depend on the Agreement you enter into with us.

Summary of the Standard Agreement

12 or 24 month fixed length Blink Tablet plan Agreement: This is a lease Agreement so you do not own the equipment during the term of the Agreement or at the end of the Agreement. You pay us monthly fees for data allowances and a fee for your equipment lease. You are required to return the equipment at the end of the term or pay a non-return fee. You may opt to enter into a new Agreement with us for upgraded equipment or continue with an Optional term on a month to month basis under your old Agreement with your existing equipment. You can upgrade to a higher value data plan during the term without any fees (you cannot downgrade without paying applicable fees). Cancellation fees apply.

Switch, Protect & Loaner option: If you choose the 'Switch, Protect & Loaner' option with your Blink Tablet plan, on a 24 month Agreement, you can return your device at the end of 12 months and then enter into a new Agreement with us for a new device. On a 12 month Agreement, you can return your device after 9 months and then enter into a new Agreement with us for a new device. Conditions apply. See full terms and conditions for details.

Protect and Loaner: This is an option available with the Blink Tablet Plan on payment of an additional monthly fee. Protect covers your device for accidental damage, theft and loss. Conditions and exclusions apply – see full terms and conditions for details.

If you have elected to pay for Blink Protect and Loaner we will also repair damaged equipment and will at your request give you loaner

equipment for your use, while your damaged equipment is being repaired. Conditions apply - see full terms and conditions for details

Month to month BYO Agreement: This Agreement is designed to allow you to bring your existing equipment and use our services. You have the option to upgrade, downgrade or cancel your Agreement at any time. There are no cancellation or application fees.

Other formats:

This summary is accessible online at www.blinkit.net.au/termsconditions. It is also available in more detail under Consumer Terms. For further details, please contact Customer Service on 1800 254 654.

Notices:

To the extent permitted under the Agreement and by law, we may send you any notices to either the postal address, email address, or any other contact details, which you have disclosed to us. You may contact us on the details below:

CUSTOMER SERVICE

For Blink customers:
1800 254 654

Website:
www.blinkit.net.au

BLINK TABLET PLAN TERMS AND CONDITIONS

Terms and Conditions

1. THE EQUIPMENT

1.1 Ownership of Equipment

- (a) We own the Equipment. You will not have a right to purchase the Equipment, only the right to use it in accordance with this Agreement.
- (b) For the purposes of this Agreement, Equipment includes hardware and software.
- (c) You must protect our ownership and not attempt to sell, hire or deal with the Equipment in any way other than in accordance with this Agreement.

1.2 Equipment confirmation

- (a) Upon delivery of the Equipment, you must inspect it and satisfy yourself that it is in good operating order and condition.
- (b) You must rely on your own judgment as to:
 - (i) the quality and condition of the Equipment and its fitness and suitability for any particular purpose; and
 - (ii) the performance of services provided by third parties.

1.3 Use and maintenance of Equipment

- (a) You must keep the Equipment in good repair, condition and working order, normal fair wear and tear excepted.
- (b) You must use, service and maintain the Equipment in accordance with the manufacturer's instructions and recommendations.

1.4 Return of Equipment

- (a) On termination of this Agreement for any reason, and at the end of the Agreed Minimum Term, you must return the Equipment at your expense to a Flexirent Capital office in your state as nominated by us, together with any software, accessories and manuals, in as good condition as the Equipment was delivered to you, except for normal fair wear and tear. If you do not do so, you must pay to us the Non- Return Fee as shown on your Contract. You will be responsible for the Equipment until it reaches us.
- (b) It is your responsibility to remove any personal data and software you have installed that is stored on or in the Equipment before returning the Equipment to us.
- (c) We expressly exclude all liability for any consequences arising from or relating to your failure to remove such information except for any consequences arising from our fraudulent or grossly negligent handling of, or disposal of such information.

1.5 Repossession of Equipment

- (a) If you fail to pay any Total Monthly Payment or if you fail to return the Equipment when you are required to do so, in addition to our other rights, we or our authorised agents may, subject to complying with any applicable law, take all necessary steps to enter any premises where we believe the Equipment may be located and repossess

- the Equipment. We will give you 30 days' notice before doing so unless the law provides that this is not required, including where we have made reasonable attempts to locate you, but without success.
- (b) Subject to complying with any applicable law, we may sell any repossessed Equipment.
- (c) If we have not terminated this Agreement, you may collect the Equipment from us only if you have paid all amounts payable under this Agreement including any applicable cancellation fees.

1.6 End of Term options

- (a) You must notify us that at the end of the Agreed Minimum Term you wish to elect one of the following End of Term options:
 - (i) Return the Equipment) Return the Equipment to us in accordance with Clause 1.4;
 - (ii) (Switch) This is only available if you elected Switch, Protect & Loaner option at the beginning of your Original Agreement, for an additional monthly fee. Return the Equipment to us in accordance with Clause 1.4 and upgrade to new equipment;
 - (iii) Enter into an Optional Term which means that you can continue month to month on the basis of your existing Agreement until you are ready to elect another End of Term option. You can cancel or terminate this Agreement during the Optional Term by returning the Equipment in good condition. At the end of the Optional Term

- if you are unable to return your device, you will have to pay us the Non-Return Fee specified on your initial contract.
- (b) If you give us notice that you would like to switch your Equipment under Clause 1.6(a)(ii):
 - (i) we may provide you with a new Agreement. On receipt of your signed copy of the new Agreement and if we have received all amounts owing under this Agreement at that date and you have returned your Equipment under this Agreement, you will not be required to make any further payments to us under this Agreement; or
 - (ii) we may notify you that we will not offer you a new Agreement, in which case you may choose one of the other End of Term options in Clause 1.6(a).
- (c) Notwithstanding anything contained in this Agreement, you have no right or obligation at any time to purchase the Equipment.
- (d) In the event that no End of Term option is elected and applied under Clause 1.6 at the end of the Agreed Minimum Term, then the Agreement will revert to an Optional Term – i.e a month to month arrangement whereby monthly payments will continue as set out in the Contract Summary, until the Equipment is either returned or another End of Term option is elected.

END OF TERM OPTION	MOBILE EQUIPMENT (TABLETS & OTHER DEVICES)
1. Switch (subject to our agreement)	<p>If you have selected the optional Blink Switch, Protect & Loaner feature when you entered into your Original Agreement, for an additional monthly fee, the following will apply;</p> <p>24 Month Term: At the End of the Original Term or at any time up to 12 months prior to the End of the Original Term, simply return the original Equipment in good working order and take out a new 24 Month Agreement with equal or higher valued equipment and Blink will waive any remaining payments on your Original agreement (up to a maximum of 12 months). If you are unable to return your Original Equipment, Blink will only waive the remaining Mobile Broadband Service fees but you will have to pay the Sum of the remaining Equipment Payments on your Original Agreement plus the Non Return Fee.</p> <p>12 Month Terms: At the End of the Original Term or at any time up to 3 months prior to the End of the Original Term, simply return the original Equipment in good working order and take out a new 12 Month Agreement with equal or higher valued equipment and Blink will waive any remaining payments on your Original Agreement (up to a maximum of 3 months). If you are unable to return your original Equipment, Blink will only waive the remaining Mobile Broadband Service fees but you will have to pay the Sum of the remaining Equipment Payments on your Original Agreement plus the Non-Return Fee.</p>
2. Optional Term	At the End of Term, if you're happy with the Equipment and are not ready to change devices, you can continue on a month to month basis. After 6 months into your Optional Term, Blink will cease charging you for the device payment. Your Blink service will continue on a month to month basis.
3. Return Equipment	If, at the end of your term, you have decided not to enter into an Optional Term or you have no use for the Equipment, simply return the Equipment to Blink with no more to pay. You will need to decide what to do with your Blink service – it will continue on a month to month basis unless you advise us otherwise.
4. Non-Return Fee	At the end of term or up to 6 months after the End of Term, if you are unable to Return the Equipment at the End of Term (for example you have lost it), you can pay the Non-Return Fee – which is identified in your Agreement. Once you have paid the Non-Return Fee you are able to enter a new Blink Agreement or cancel your service with no more to pay.

2. PROTECT & LOANER (OPTIONAL)

2.1 Risk of loss or damage

- (a) Subject to Clauses 2.2 and 2.3, if you have elected to pay for Blink Switch, Protect & Loaner or Protect & Loaner only, while we own the Equipment we retain and bear the risk of theft, loss or accidental damage to the Equipment occurring anywhere in Australia or New Zealand or anywhere else in the world during a trip of not more than 28 days' duration.
- (b) You assume and bear the risk of all theft, loss or damage to the Equipment, which we do not own under Clause 2.1(a) and you agree to indemnify us for any such theft, loss or damage.
- (c) If the Equipment is stolen, lost or accidentally damaged and we own the equipment under this Agreement, subject to your compliance with Clause 2.3, we will discharge our obligations in accordance with Clause 2.5.
- (d) If you have elected to pay for Blink Switch, Protect & Loaner, we will repair damaged Equipment, and will, at your request, lend you equipment (the Loaner Equipment) while the damaged Equipment is being repaired subject to the following conditions:
 - (i) the Loaner Equipment will be of a similar class of Equipment as the damaged Equipment (for example, if the damaged Equipment is a Tablet the Loaner Equipment will be a Tablet), but the Loaner Equipment may not be identical to the damaged Equipment (in brand, size or technical specifications);
 - (ii) you may only request Loaner Equipment if the damaged Equipment is a device with a retail value over \$300; you may request Loaner Equipment on more than one occasion (subject to Clause 2.2 (XVII)) provided you pay the relevant administration fee, but you may only have Loaner Equipment for an aggregate of 60 days within the Term of your Agreement. If you do not return your Loaner Equipment, or if you lose your Loaner Equipment, we will charge you a fee of \$500. We will notify you once we have repaired your original Equipment. We will only return your original Equipment upon return by you of the Loaner Equipment;
 - (iii) subject to some exceptions for remote areas, we will deliver Loaner Equipment to, and collect the Loaner Equipment from, anywhere within Australia;
 - (iv) if your request is made during normal business hours and delivery is to an Australian metropolitan area, we will make reasonable efforts to deliver Loaner Equipment to you within 1 business day of your request (our ability to do this will depend on a number of factors including the equipment we have in our storage facility); and
 - (v) providing you with Loaner Equipment is subject to availability of equivalent equipment in our warehouse

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- at the time the Loaner was requested.
- (e) You must remove all personal data and software from the Loaner Equipment before returning it to us.
- (f) We expressly exclude all liability for any consequences arising from or relating to your failure to remove such information or software, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

2.2 Exclusions, allocation of risk and indemnity

(a) In this Clause 2.2

- (i) Secure means premises or a vehicle that is locked and otherwise secure, including doors, windows and other means of entry or assisting to enter those premises or vehicle;
- (ii) Forcible Entry means violent and forcible entry to the premises or a vehicle, for example by breaking and entering through a window or breaking down a door. To avoid doubt, entry by the entry of an alphanumeric code, or use of a key is not violent and forcible entry for the purposes of this Clause.
- (b) Notwithstanding Clause 2.1, the Blink Protect & Loaner will not cover the following risk of any loss, theft or damage to any Equipment (but without limiting any rights you may have against us under Australian Consumer Law):
- (i) which is not accidental loss, theft or damage;

- (ii) where at the time of the loss, theft or damage you are in arrears for one month or more;
- (iii) which is covered by a manufacturer's warranty or any other extended warranty or would have been so covered had that warranty not been voided;
- (iv) caused by mechanical and/or electrical breakdown of any kind, if the breakdown/derangement occurs as a result of an external accident (eg. power surge) and where you have been grossly negligent;
- (v) arising from theft, misappropriation, fraudulent, negligent, intentional or dishonest acts, or malicious damage by you, your employees, your family, any person who has unrestricted access to the Equipment, or any person to whom you have lent the Equipment or otherwise permitted to use the Equipment;
- (vi) arising from theft, attempted theft or loss:
- (A) from premises which are unoccupied on a permanent or long term basis, unless the premises were Secure and the theft or loss resulted directly from Forced Entry to the premises, and you are able to provide evidence of Forced Entry;
- (B) from occupied premises and at the time of the theft or loss the occupants were not present, unless the premises were Secure

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- and the theft or loss resulted directly from Forced Entry, and you are able to provide evidence of Forced Entry
- (C) from occupied premises and at the time of the theft or loss, the occupants were present at the premises, unless the premises were Secure and the theft or loss resulted directly from Forced Entry to the premises (and you are able to provide evidence of Forced Entry);
- (D) from occupied premises and at the time of the theft or loss, by occupants who have been authorised by you to occupy or visit the premises on a temporary or permanent basis, and who were present at the premises, unless the premises were Secure and the theft or loss resulted directly from Forced Entry to the premises (and you are able to provide evidence of Forced Entry);
- (E) from an unoccupied vehicle with no occupants in it
- (F) from a vehicle which was secure with no occupants in it and the theft or loss resulted directly from a forcible entry to the vehicle and you are able to provide evidence of Forced Entry and the Equipment was concealed from sight
- (G) from a vehicle that was Secure with no occupants in it under any circumstances

- where the Equipment was stored or left overnight;
- (H) from any public place or any place where the public has regular access and where the Equipment was left unattended;
- (I) if the Equipment is used other than for a purpose for which it was designed, which we determine in our discretion; or
- (J) occasioned while in the custody or care of a person to whom you have lent, given or otherwise passed custody or care of the Equipment, including a family member, friend or courier;
- (vii) occurring during or as a result of the Equipment being transported in any aircraft or watercraft unless carried as cabin baggage;
- (viii) that was on loan or being used for trial, testing, demonstration or exhibition;
- (ix) where the loss or damage is to software or data of any type what so ever or is caused by any computer virus, worm, Trojan or the like or any other software based malfunction;
- (x) for the costs of data programming, data reconstruction, data recovery or program installation or reconfiguration;
- (xi) resulting from:
- (A) any consequence of war or warlike or terrorist activities;
- (B) ionizing radiation or radioactivity; or

- (C) the confiscation or destruction of any Equipment by any government, public or statutory authority;
- (xii) caused by corrosion, oxidation, rust, insects, vermin, dust, dampness, dryness, cold, heat, wasting, cosmetic damage, scratching or marring, faulty workmanship or materials, loss of screen or image brightness or resolution, failure to perform to specifications or wearing away or wearing out of any part of any Equipment which arises from normal fair wear and tear, ordinary use or gradual deterioration; or
- (xiii) which are expendable or consumable items including fuses, lamps, batteries, bells, chains, tapes or ribbons or any other part of any Equipment which requires periodic or frequent replacement; or
- (xiv) where Loaner equipment is lost, damaged or stolen while in your possession; or
- (xv) that occurred whilst under the influence of drugs and/or alcohol; or
- (xvi) if you supply false or misleading information in relation to the incident that resulted in the loss, theft or damage; or
- (xvii) any incident in relation to any Equipment under any lease where you have already submitted an incident notification form to Flexirent [2] times in the last 12 months in relation to loss, theft or damage to the Equipment or other equipment leased to you under by us under other agreements
- (c) You agree to indemnify us for:
- (i) any theft, loss or damage to the Equipment to which paragraphs (a)(i) to (a)(xiii) apply; and
- (ii) liability for any injury or death to any person or damage to any property arising directly or indirectly from the Equipment or its use; and
- (iii) any loss or damage we suffer as a result of you failing to remove personal information or software as required under this Rental Agreement.
- (d) For your first claim you agree to pay us a processing fee of :
- (i) \$220 for any incident on assets with an invoice price of \$1001 or higher but less than \$10,000 for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
- (ii) \$110 for any incident on assets with an invoice price of \$1000 or less for loss, theft or damage in respect of risks retained by us for our processing and administration costs.
- (e) You are responsible for ensuring that all software and data is backed up.
- (f) For your second and final claim, you agree to pay us a processing fee of;
- (i) \$440 for any incident on assets with an invoice price of \$1001 or higher but less than \$10,000 for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or

- (ii) \$220 for any incident on assets with an invoice price of \$1000 or less for loss, theft or damage in respect of risks retained by us for our processing and administration costs.

2.3 Incident notification

- (a) If any Equipment is stolen, you must inform the police within 48 hours of the incident, and promptly provide us with a copy of the police report event number. We will not process a claim until you have provided us with a copy of the police report or you have not informed the Police within 48 hours of the incident.
- (b) Within 14 days after the loss or damage occurring, you must complete an Incident Notification form and send it to us.

2.4 Action we may take

- (a) We may choose to:
- (i) repair the damaged Equipment; or
- (ii) replace the stolen, lost or accidental damaged Equipment with equipment of similar age, original specifications (excluding modifications not under this Agreement) and condition, but this may not necessarily be the same make or model; or
- (b) We reserve the right to choose any suitably qualified repairer to carry out repairs or any suitable supplier to replace the Equipment.
- (c) Unless we release you from your obligations under Clause 2.4(a) (iii), you must continue to pay the applicable monthly payments.

- (d) Where Equipment is returned to us under this Clause (including where Equipment is being repaired) you must remove all personal data from the Equipment which can be accessed by you before returning it to us.
- (e) We expressly exclude all liability for any consequences arising from your failure to remove such information, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

2.5 Partnerships, trusts, companies

- (a) Where you as the Customer are not an individual natural person, but you have nominated an individual/s natural person/s as well under Customer details on the Contract Summary, you are eligible for benefits under Clauses 2.1 to 2.7 inclusive in relation to the nominated partners, trustee(s) or directors as relevant, and as such a notification maybe lodged in their names, on behalf of the Customer.

2.6 How to make a notification of an event

- (a) You must give us written notice within 30 days of an Event occurring.
- (b) We will forward you a notification form that must, within 14 days of receipt, be completed and returned to us with all relevant information including such information as is set out in Clause 2.3 above.
- (c) We may make any reasonable enquiries as we see fit about the notification and may require you to provide any further information or evidence.

2.7 Returning Equipment

- (a) If you wish to return the Equipment pursuant to Clause 1.4, 1.5, 1.6 and 2.1 above, you can return the Equipment to your local Flexirent Capital state office.
- (b) Where Equipment is returned to us under a), you must remove all personal data and software not specified on the Contract Summary that is stored on the Equipment before returning to us.

3. ADDITIONAL MOBILE BROADBAND TERMS

The terms of supply of the Blink Mobile Broadband services are covered separately by the Blink Mobile Broadband Terms and Conditions located here:

www.blinkit.net.au/terms-conditions

IMPORTANT INFORMATION RELATING TO CREDIT REPORTING

This statement sets out important information about credit reporting that is relevant to you if:

- » You are an individual applying for a lease or other credit product, or who holds a lease or other credit product, from Flexirent Capital Pty Ltd ABN 93 064 046 046 (“we”/“us”); or
 - » We deal with you in connection with credit applied for by, or provided to, another customer – for example if you are a guarantor or proposed guarantor for such credit or if you are a director of a company obtaining credit.
- **We may disclose your personal information to credit reporting bodies:**

We may disclose personal information about you in connection with your credit applications or other credit-related interactions with us to credit reporting bodies. Those credit reporting bodies may then include that information in reports that they provide to other credit providers to assist them to assess your credit worthiness.

For example, if you fail to meet your payment obligations to us in relation to consumer credit, or if you commit a serious credit infringement in relation to consumer credit provided by us, we may be entitled to disclose this information to credit reporting bodies.

- **We disclose information to the following credit reporting bodies:**

Dun & Bradstreet

Website: www.checkyourcredit.com.au
 Phone: 13 23 33
 Address: Attention:
 D&B Public Access Centre,
 PO Box 7405,
 St Kilda, VIC 3004

Veda Advantage

Website: www.vedaadvantage.com
 Phone: 1300 762 207
 Address: Attention:
 Veda Advantage Public Access,
 PO Box 964,
 North Sydney, NSW 2059

A credit reporting body is required to have a policy which explains how they will manage your credit-related personal information. To view the policy for:

Dun & Bradstreet visit

www.checkyourcredit.com.au

Veda Advantage visit

www.vedaadvantage.com

- Excluding your credit reporting information from pre-screening for direct marketing:

You have a right to request that a credit reporting body exclude your credit reporting information from being used by them for direct marketing-related pre-screenings requested by credit providers. You should contact a relevant credit reporting body directly if you wish to request this.

- **Protecting your credit reporting information if you become the victim of fraud:**

You have a right to request that a credit reporting body not use or disclose your credit reporting information if you believe that you have been, or are likely to be, the victim of fraud (for example, if you think that someone is misusing your identity to apply for credit). You should contact a relevant credit reporting body directly if you wish to request this.

- **Accessing or correcting your personal information or making a privacy complaint:**

You have rights to request access to, or correction of, personal information that we hold about you, including credit-related information. You also have rights to make a complaint if you consider that we have not complied with the Privacy Act or Credit Reporting Privacy Code in relation to your information. Our Privacy Policy and Credit Reporting Policy (please see below) sets out how you can make such requests or complaints and how we will deal with them.

For details about how we manage your credit-related personal information (including credit reporting information) that we hold about you, please see our Privacy Policy and Credit Reporting Policy available at www.blinkit.net.au (select ‘Privacy and Credit Reporting Policy’) or by calling us on 1300 858 608.



VISIT

blinkit.net.au



CALL

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EMAIL

info@blinkit.net.au

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