

Acuity Communications Hardware – Terms and Conditions

Acuity Communications Hardware options

Hardware means any electronic device which are required for communication and interaction between devices on a computer network. Specifically, to mediate data transmission in a computer network. This can include, but not limited to:

- Modem
- Router
- VOIP adaptor, ATA or DSLAM
- WiFi Access Point
- Network Switch
- Network Bridge

Acuity Communications Limited (ABN 27 644 749 459) (Acuity Communications) customers can:

- Purchase Hardware from us, OR
 - BYO Hardware – noting that whilst we do our best to support BYO equipment, we cannot guarantee that it will work
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General conditions

When you buy Hardware from us:

- Responsibility for the device passes to you as soon as you receive it, and full ownership passes to you when you have paid in full; and
 - In addition to any guarantees under Australian Consumer Law, the Hardware, and any associated equipment (cables, power cord etc) are covered by a repair and replacement warranty against all manufacturing faults for:
 - 24 months from the date of purchase
 - We reserve the right to update the software in your device to improve its performance with our network. If there is a cost associated with this, we will let you know beforehand
 - If you are using a device we supplied you with your service, the software on these devices collects certain data, including your IP address and the serial number of your device. Other data is also collected, but they do not collect passwords, browsing data, or application data. You will receive an End User Licence Agreement with the product which advises of the data collection agreement. This data is not collected by Acuity Communications.
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Replacing faulty devices

If we troubleshoot with you and it appears that:

- The device we supplied you is faulty, and
- It is less than 24 months old, then
- We will send you a replacement device including a pre-paid return satchel with instructions on how to return it.

You will not be charged postage for the replacement device.

When your faulty device is returned, we will test it. If you fail to return the faulty device within 30 business days, you may incur the cost of the replacement device.

Please note:

- Replacement is like-for-like – you will not receive a newer version or model unless we have no remaining stock of your existing model
 - We reserve the right to repair your device or replace it with a refurbished device
 - It is your responsibility to ensure the faulty device is wrapped and packed properly, and returned in the replacement unit box with all the accessories, power supplies from the original faulty unit
 - Acuity Communications will not be responsible or liable for items that are damaged in transit
 - If, upon inspection, Acuity Communications determines the device to be faulty due to something not covered in the warranty (e.g. physical damage, water damage etc.), you will be held responsible for replacement value of the device as well as all freight costs associated with the return
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Non-faulty returns

- The device needs to be returned within 10 business days from purchase
 - You need to communicate with us the reason for the return before returning the device
 - It is your responsibility to ensure the device is wrapped and packed in original packaging with all original accessories, power cord etc – Acuity Communications will not be responsible or liable for items that are damaged in transit
 - A credit or refund will be applied to your account once the device has been received and tested by Acuity Communications
 - Exchanges are not available
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Billing

If you order a modem, router, or VoIP adaptor from Acuity Communications it will be billed upfront, separately to any monthly plan fee