

## **DROP – Device Repayment Option**

### **Terms and Conditions**

#### **(Deferred Payment Arrangement – Not a Credit Contract)**

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### **1. Nature of the Arrangement**

1.1 DROP (Device Repayment Option) is a **deferred payment arrangement** that allows you to pay the purchase price of a router (“Device”) by instalments while you receive internet services from AUSTSERVE IT Pty Ltd (“we”, “us”, “our”).

1.2 DROP is not:

- A loan;
- A credit facility;
- A continuing credit contract; or
- A consumer lease.

1.3 No interest, credit fee, account-keeping fee, or finance charge is payable under DROP.

1.4 The total price of the Device is the same whether paid upfront or by instalments.

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### **2. Device Purchase Price**

2.1 The full purchase price of the Device will be disclosed before you enter into DROP.

2.2 The total amount payable under DROP does not exceed the Device purchase price.

2.3 Instalments are simply a method of paying the purchase price over time.

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### **3. Instalment Structure**

3.1 You may elect to pay the Device price over:

- 12 equal monthly instalments; or
- 24 equal monthly instalments.

3.2 Instalments:

- Are fixed and equal;
- Include GST where applicable;
- Do not include interest;
- Do not include credit charges.

3.3 Instalments are added to your monthly service invoice for administrative convenience.

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#### **4. No Charge for Deferral**

4.1 You are not charged for the ability to pay by instalments.

4.2 We do not charge:

- Interest;
- Default interest;
- Credit establishment fees;
- Monthly account-keeping fees;
- Finance charges;
- Early payout fees.

4.3 If you pay the outstanding balance early, no rebate is required because no interest or finance charge is included in the price.

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#### **5. Ownership and Security Interest**

5.1 Title to the Device remains with us until the purchase price is paid in full.

5.2 This agreement constitutes a security agreement under the Personal Property Securities Act 2009 (Cth) (PPSA).

5.3 We may register our security interest on the PPSR.

5.4 Enforcement of any security interest will comply with consumer protection laws.

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#### **6. Early Termination of Internet Service**

6.1 DROP is available only while you maintain an active internet service with us.

6.2 If your internet service ends before the Device is fully paid:

- (a) The unpaid portion of the Device purchase price becomes payable;
- (b) We will provide written notice and at least 14 days to respond;
- (c) We will consider hardship requests under clause 10.

6.3 The amount payable is limited strictly to the unpaid portion of the purchase price.

6.4 No penalty, termination fee, or additional charge applies.

6.5 At our discretion, you may:

- Continue paying the remaining instalments; or
  - Return the Device in good working condition (fair wear and tear excepted), and we may reduce the balance by its fair market value.
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## **7. Missed Payments**

7.1 If a payment is overdue, we may:

- Issue reminder notices;
- Suspend services in accordance with your service agreement;
- Recover unpaid amounts as a debt.

7.2 We do not charge default interest.

7.3 Any recovery costs must be reasonable and permitted by law.

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## **8. Australian Consumer Law**

8.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

8.2 You are entitled to a replacement or refund for a major failure and compensation for reasonably foreseeable loss or damage.

8.3 Nothing in these Terms excludes your statutory rights.

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## **9. Financial Hardship**

9.1 If you experience financial hardship, you may request assistance.

9.2 We will:

- Temporarily pause enforcement while assessing your request;
- Act reasonably and in good faith;
- Consider alternative payment arrangements.

9.3 We do not charge hardship variation fees.

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## **10. Characterisation of Arrangement**

10.1 The parties acknowledge that:

- (a) DROP is a deferred payment arrangement for the purchase of goods;
- (b) No charge is made for providing credit;
- (c) The total amount payable does not exceed the disclosed purchase price;
- (d) The arrangement is intended to fall outside the definition of a “credit contract” under the National Consumer Credit Protection Act 2009 (Cth).

10.2 If a court or regulator determines that DROP constitutes a credit contract, the parties agree that the agreement will be interpreted and modified to the minimum extent necessary to comply with applicable credit laws.

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## **11. Governing Law**

These Terms are governed by the laws of Queensland, Australia.