YOUR RIGHTS UNDER THE CONSUMER LAW AND OUR "CHANGE OF MIND" POLICY

1. Our returns and refund policy

We want to make it easy for you to use our goods and services and to treat you fairly in your dealings with us.

2. Australian Consumer Law Guarantees

This policy does not replace or exclude any rights that apply to you under Australian Consumer Law. Under the Australian Consumer Law, we must provide you with a remedy if a product or service you purchased or received from us:

- has a problem that would have stopped a reasonable person fully acquainted with nature and extent
 of the fault from buying the item or service if they had known about it;
- is unsafe;
- is significantly different from a sample or description from which you purchased it; or
- doesn't do what we said it would, or what you asked for (unless we warned you about that beforehand) and this can't be easily fixed.

Major fault

If there is a major failure to comply with one of these guarantees or we can't fix your goods in a reasonable time, you may be entitled to your choice of a replacement or refund.

Minor fault

If the failure is not major, we will repair the goods (or we may decide to replace the goods or provide a refund to you) within a reasonable time. This would usually be the case where a fault is minor and can be fixed quickly.

Timing

Your rights to a remedy under Australian Consumer Law Guarantees are not limited to any defined time. Instead, the time period for which Australian Consumer Law remedies will apply can vary from product to product, depending on factors such as how long the product would normally be expected to pay, any promises that were made to you, and the price of the product.

In some cases we may have to consult with the manufacturer of your product to assess a fault to determine whether an Australian Consumer Law Guarantee may apply.

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Exceptions

You may not be entitled to a remedy if you:

- got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it;
- misused a product in any way that caused the problem;
- knew of or were made aware of any faults before you bought the product; or
- asked for a service to be done in a certain way against our advice or were unclear about what you wanted.

Australian Hearing's Change of Mind Policy

If you change your mind about a product you buy from us, we may decide to offer you a refund or exchange - even if no warranty or statutory guarantees apply - but only if:

- you can provide proof of purchase (e.g. original or copy of your receipt/tax invoice or a copy of the transaction on from your bank/financial institution statement or credit card statement). the product is in a saleable condition;
- the product has not been worn or used or damaged
- the product is returned in its original, sealed packaging
- the product has not been custom made or altered; and
- you ask for the exchange or refund within 55 days (unless there are unusual circumstances)

3. Payment for refunds or returns

We will credit the account or credit card from which you originally purchased the goods or service.

4. Proof of purchase

For all requests for returns, refunds, exchanges or repairs we may require you to provide us with reasonable evidence of purchase.

5. Your privacy

Privacy and Your Personal Information: Your personal information is handled in accordance with the Australian Hearing Privacy Policy. Our Privacy Policy is available at any time, and free of charge at any Australian Hearing Centre or online at <u>www.hearing.com.au</u>

6. Contact us

Please contact any Hearing Centre or call us on 131 797 if you have any questions about returns or refunds.