

Brightstar Trade- In

Terms of website use

1 General Terms

- a. This page details the terms of use by which you may make use of the website <https://bbti-online-telstra-au-apac.brightstar.com/> (the “Brightstar Trade-In Website”) whether as a guest or a registered user. Please read these terms carefully. By using the Brightstar Trade-In Website, you indicate that you accept these terms of use including the terms of [Brightstar’s Privacy Policy](#) and that you agree to abide by them. If you do not agree to these terms of use, please do not use the Brightstar Trade-In Website.
- b. The Brightstar Trade-In Website is a site operated by Brightstar Logistics Pty Ltd and is registered in Australia with an Australian Company Number (ACN) 111 399 752 and has its registered office at Level 5, 607 Bourke St, Melbourne VIC 3000.
- c. Brightstar aim to update the Brightstar Trade-In Website regularly, and may change the content at any time. If the need arises, Brightstar may suspend access to the Brightstar Trade-In Website, or close it indefinitely. Brightstar will make every effort to ensure that all the information on the Brightstar Trade-In Website is as accurate as possible at all times and in the event of an error Brightstar will endeavour to correct such error as soon as reasonably possible.

2 Use of the Brightstar Trade-In Website

- a. Access to the Brightstar Trade-In Website is permitted on a temporary basis and Brightstar reserves the right to withdraw or amend the service Brightstar provides on the Brightstar Trade-In Website without notice. Brightstar will not be liable to you if for any reason the Brightstar Trade-In Website is unavailable at any time or for any period including any inability to access the Brightstar Trade-In Website caused by your equipment or the internet connection you use to access the Brightstar Trade-In Website. You are responsible for making all arrangements necessary for you to have access to the Brightstar Trade-In Website.
- b. From time to time, Brightstar may restrict access to some parts of the Brightstar Trade-In Website, which may include restriction to users who have previously registered with Brightstar Trade-In Website.
- c. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Brightstar’s security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Brightstar will not be responsible or liable in any way in the event you suffer any loss or damage following any unauthorised use or misuse of your password. Brightstar have the right to disable any user identification code or password, whether chosen by you or allocated by Brightstar, at any time, if in Brightstar’s opinion you have failed to comply with any of the terms and conditions of Brightstar Trade-In Website.
- d. When using the Brightstar Trade-In Website, you agree that you will use the Brightstar Trade-In Website only for lawful purposes.
- e. Specifically, you may not use the Brightstar Trade-In Website:
 - i. in any way that breaches any applicable local, national or international law or regulation;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. to send, knowingly receive, upload, download, use or re-use any material which is defamatory, obscene, offensive, threatening, abusive, vulgar, hateful or inflammatory, discriminatory or which infringes the intellectual property rights of any third party;
 - iv. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
 - v. to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful

programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- f. You also agree not to:
- i. reproduce, duplicate, copy or re-sell any part of the Brightstar Trade-In Website in contravention of the provisions of these terms of use;
 - ii. use systematic, repetitive or any other methods which are designed to obtain a large number of quotes or other pricing and related information from the Brightstar Trade-In Website; and/or
 - iii. attack (through denial of service, distributed denial of service or otherwise) or access without authority, interfere with, damage or disrupt:
 - A. any part of the Brightstar Trade-In Website;
 - B. any equipment or network on which the Brightstar Trade-In Website is stored;
 - C. any software used in the provision of the Brightstar Trade-In Website; or
 - D. any equipment or network or software owned or used by any third party.

A breach of section (iii) above may result in you committing a criminal offence under the Computer Misuse or similar Act. Brightstar will report any such breach to the relevant law enforcement authorities and Brightstar will co-operate with those authorities by disclosing your identity to them.

- g. Brightstar reserves the right to determine, in its absolute discretion, when a breach of these terms of use, breach of the terms of supply or other abuse of the Brightstar Trade-In Website or Brightstar's system has taken place. If Brightstar determine that a breach of these terms of use, breach of the terms of supply or abuse of the Brightstar Trade-In Website or Brightstar's system has taken place Brightstar may reserve, suspend or permanently prohibit your use of the Brightstar Trade-In Website including deleting your account and banning you from using Brightstar's services. Where Brightstar determine that a breach of these terms of use, breach of the terms of supply or abuse of the Brightstar Trade-In Website or system has occurred Brightstar may refuse to pay to have your mobile device shipped back to you but Brightstar will make it available for your collection provided that, if you have supplied a counterfeit mobile device, it will be destroyed or provided to the relevant authorities. Examples of breach of the terms of supply include but are not limited to submitting a counterfeit mobile device as genuine or submitting an obviously different model mobile device as a more recent and more expensive model.

3 Brightstar Trade-In Website rights

- a. Brightstar is the owner or the licensee of all intellectual property rights in the Brightstar Trade-In Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b. You may print off one copy, and may download extracts, of any page(s) from the Brightstar Trade-In Website for your personal reference only.
- c. You must not otherwise reproduce any copies of any materials you have printed off or downloaded in any way including any illustrations, photographs, video or audio sequences or any graphics.
- d. You must not use any part of the materials on the Brightstar Trade-In Website for commercial purposes without obtaining a licence to do so from Brightstar or Brightstar's licensors.

4 The Brightstar Trade-In Privacy Policy

Brightstar will process information about you in accordance with the Brightstar Privacy Policy which can be found at the Brightstar [Privacy Policy page](#). By using the Brightstar Trade-In Website, you consent to such processing and you warrant that all data provided by you is accurate.

5 Linking to and from the Brightstar Trade-In Website

- a. You may link to the Brightstar Trade-In Website home page, provided you do so in a way that is fair and legal and does not damage Brightstar's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Brightstar's part where none exists.
- b. You must not establish a link from any website that is not owned by you.
- c. The Brightstar Trade-In Website must not be framed on any other site, nor may you create a link to any part of the Brightstar Trade-In Website other than the home page. Brightstar reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with these terms and conditions.
- d. If you wish to make any use of material on the Brightstar Trade-In Website other than that set out above, please address your request to customercare@trade-in.telstra.com.
- e. Where the Brightstar Trade-In Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Brightstar have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third party website does not constitute an endorsement by Brightstar of or any affiliation between Brightstar and that third party or the products or services that they offer. You acknowledge and agree that Brightstar is not responsible or liable (including for any loss or damage you suffer or incur as a consequence of your reliance on or purchase of) the content, advertising, products, services, or other materials on or available from such sites.

6 Brightstar's liability

- a. The material displayed on the Brightstar Trade-In Website is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the extent permitted by law, Brightstar and other members of any group of companies associated with Brightstar hereby expressly exclude:
 - i. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
 - ii. all liability for any loss suffered or incurred by you by your use, inability to use or reliance on the Brightstar Trade-In Website or any result derived from its use (or use of any websites linked to it), regardless of the nature of that loss, whether direct, indirect or consequential or damage incurred by any user in connection with the Brightstar Trade-In Website or in connection with the use, inability to use or reliance on, or results of the use of the Brightstar Trade-In Website, any websites linked to it and any materials posted on it;
 - iii. liability for loss of income or revenue, liability for loss of anticipated savings, liability for loss of data, or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- b. The above clause 6a does not affect Brightstar's liability to you for:
 - i. death or personal injury arising from Brightstar's negligence;
 - ii. fraudulent misrepresentation; or
 - iii. any other liability which cannot be excluded or limited under applicable law.
- c. Brightstar will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Brightstar Trade-In Website or to your downloading of any material posted on it, or on any website linked to it.

7 Jurisdiction and applicable law

- a. The courts of Victoria, Australia will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Brightstar Trade-In Website although Brightstar retain the right to bring proceedings against

you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by Australian law.

- b. If Brightstar fails to exercise any of the rights or remedies to which Brightstar are entitled under these terms, this does not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- c. If any of these terms are determined by any competent authority to be invalid, unlawful or enforceable to any extent, such terms, will to that extent be severed from the remaining terms and the rest of the affected term and these terms shall continue to be valid to the fullest extent permitted by law.

8 Variations

Brightstar may amend these terms of use at any time. You are expected to check this page from time to time to take notice of any changes that Brightstar have made, as they are binding on you. Any changes made to these terms of use will be effective immediately when they are published on the Brightstar Trade-In Website and your continued use of the Brightstar Trade-In Website will constitute your acceptance of the change to the updated terms of use.

9 Your concerns

If you have any concerns about material which appears on the Brightstar Trade-In Website, please email customercare@trade-in.telstra.com.

Transactional terms and conditions

1 General Terms

- a. Please read these terms and conditions carefully before submitting your sell order from the Brightstar Trade-In Website. You should understand that by submitting an order, you agree to be bound by these terms and conditions of supply.
- b. You should print and keep a copy of these terms and conditions of supply for future reference.
- c. In confirming your sell order you accept these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to place a sell order via the Brightstar Trade-In Website.

2 How the contract is formed between Brightstar and you

- a. The Brightstar Trade-In Website is only intended for use by customers registered with Brightstar Trade-In and reside in Australia. At Brightstar Trade-In's complete discretion Brightstar may accept or reject orders from people outside of these territories.
- b. A contract with Brightstar will be formed when Brightstar receives your sell order in accordance with these terms and conditions. It will incorporate these terms and conditions and Brightstar's terms of use for the Brightstar Trade-In Website. Please click on the "[Frequently Asked Questions](#)" page for more information.
- c. You must own all rights in any mobile devices(s) that you send to Brightstar. By sending your sell order you declare that you are the true and rightful owner of, and have good title to, the enclosed mobile device(s) and as such, you confirm that you are legally authorised to sell or dispose of the mobile device(s) at your own discretion.
- d. Ownership of the mobile device(s) will pass to Brightstar when we receive the mobile device/s at Brightstar's delivery location, in accordance with these terms and conditions, and we have dispatched payment to you.

- e. Brightstar may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of Brightstar's rights or obligations arising under it, at any time during the term of the contract.

3 Terminating the contract

- a. You may cancel the contract with Brightstar Trade-In at any time up to the time when you send Brightstar your mobile device ("cooling-off period"), provided that:
 - i. the contract was negotiated and concluded exclusively by means of distance communication (including, but not limited to, telephone, letter, fax or email); and
 - ii. you are a natural person not acting in the course of any business (note if you are acting in the course of a business, you may not use the Brightstar Trade In Website).
- b. When cancelling during the cooling-off period, you do not need to give Brightstar any reason for cancelling the contract, nor will you have to pay any administration charges.
- c. To cancel the contract you must notify Brightstar in writing.
- d. Other than if the mobile device does not meet Brightstar's terms and conditions (see below), this contract cannot be cancelled after the mobile device(s) is received by us.

4 Consumers

- a. By placing an order through the Brightstar Trade-In Website, you warrant that:
 - i. you are accessing the Brightstar Trade-In Website from Australia;
 - ii. you are legally capable of entering into a binding contract;
 - iii. you are not a business or acting in the course of a business;
 - iv. you are at least 16 years old;
 - v. if you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your mobile device to Brightstar for the price offered; and
 - vi. you and your parents or guardians release Brightstar of any liabilities or claims that may arise if you send the mobile device to Brightstar in breach of this warranty.
- b. If you are a consumer your statutory rights as a consumer are not affected by this contract.

5 Businesses

If you are a business or a person acting in the course of a business you may not use this service and Brightstar is under no obligation to accept your sell order. If you wish to sell your mobile device/s to us please contact Brightstar at customercare@trade-in.telstra.com.

6 Mobile Devices

- a. Each mobile device sold to us should match the make and model in the sell order you have completed.
- b. Each mobile device that you send to Brightstar will be classified by Brightstar as either "Working", "Non-Working" or "Beyond Economical Repair" ("BER") in accordance with the following:

For a mobile device to be classified as "Working" it must:

- i. be capable of being turned on and off;
- ii. be fully functional in accordance with its user manual;
- iii. have a screen that is working and intact;
- iv. have a working touch screen (if applicable) which must not be cracked;
- v. contain the battery;
- vi. not have any physical or liquid damage; and
- vii. have any applicable Activation Lock, Android Device Manager or Find My iPhone disabled.

If a mobile device does not meet all of the “Working” criteria but is capable of being turned on and off, contains a battery and only has:

- i. connector damage;
- ii. a cracked glass or casing;
- iii. a faulty Sim reader; or
- iv. broken buttons,

it will be classified as “Non-Working”.

If a mobile device does not meet all of the “Working” and the “Non-Working” criteria it will be classified as “BER”. All mobile devices classified as “BER” will be valued at \$0.

- c. Brightstar will have sole discretion in determining the appropriate classification of your mobile device as Working, Non-Working or BER.
- d. All initial prices offered by Brightstar will be provided on the assumption that your mobile device falls under each of the requirements of the Working classification for the make and model of your mobile device and satisfying the Brightstar terms and conditions, including clause 7.
- e. If, on Brightstar’s examination, a mobile device you have sent to Brightstar fails to meet the Working requirement set out above Brightstar will propose an adjusted price by email as a Non-Working device (the “New Offer”). If you choose to decline the New Offer, Brightstar shall return the mobile device to you and the cost of such return will be borne by Brightstar. Adjusted orders for any Non-Working device will be automatically processed for payment at the price set out in the New Offer if you do not reply to the New Offer within 7 days of notification of such New Offer to you. Brightstar will have the sole discretion in determining the appropriate classification of your mobile device as “Working”, “Non-Working” or “BER” and by agreeing to these terms and conditions you acknowledge and agree that if you do not respond to the New Offer within 7 days a binding contract will be established between Brightstar and you at the price set out in the New Offer. In addition, Brightstar do not accept mobile device(s) that are classified as BER. Any mobile device(s) that are received by Brightstar that are classified as BER will be destroyed and not returned to you. No payment will be provided to you for such mobile device(s).

7 Your responsibilities

- a. Brightstar will accept mobile device battery chargers and accessories however these do not increase the value of your order.
- b. You are responsible for cancelling any network contract linked to each mobile device. Brightstar is not responsible for any call costs arising before, or after, Brightstar’s receipt of your mobile device, or arising from any other circumstances whatsoever.
- c. Please ensure you remove your SIM card before sending Brightstar your mobile device. Brightstar accepts no liability in the event that a SIM card is sent with a mobile device and charges are then incurred. You will continue to be responsible for such charges. Any SIM cards received by Brightstar with your mobile device will not be returned and Brightstar will destroy them.
- d. Except to the extent specified in Brightstar’s Privacy Policy, you agree to release Brightstar from all and any claims, losses or damages with respect to any data stored or contained in the mobile device or on any media used in conjunction with the mobile device (whether in the form of personal details, SMS, photos, games, songs or other data (“Data")). Brightstar accepts no responsibility in relation to the security, protection, confidentiality or use of such Data and it is your responsibility to ensure that such Data is removed from the mobile device prior to you sending it to Brightstar. If any Personal Information is contained on the mobile device which has not been deleted when Brightstar receive it, Brightstar will deal with that Personal Information in accordance with Brightstar’s Privacy Policy.

8 Second-Hand Dealer Licence

- a. Brightstar is a registered Second-Hand Dealer (Registration No. 2PS12534). As part of Brightstar's licence to operate with New South Wales Department of Fair Trading, Brightstar is required by law to obtain proof of identity from every person attempting to sell goods to us. The required copies of proof of identity are detailed in the sales process and also defined below in clause 8b. In addition to the proof of identity requirement, Brightstar are required to submit the international mobile equipment identity number ("IMEI") of every mobile device Brightstar purchase to a police data system that checks for reported lost or stolen property. The proof of identity requirement is part of Brightstar's licence requirement and is solely used for the purpose of helping police track down criminals.
- b. You must provide a photocopy of two proof of identity items that together show each of your full name, photograph, current address, date of birth and your signature. Such two items may contain the following forms:
 - i. A current passport;
 - ii. A current drivers licence or learner drivers permit;
 - iii. A current blind citizens card
- c. Brightstar work with a number of agencies and service providers to enable Brightstar to check the IMEI of all mobile devices that are sent to Brightstar to confirm that they are not stolen. Brightstar may do this prior to confirming purchase. However, in the event that Brightstar become aware of any issues at any time, Brightstar reserve the right to withhold/cancel payment and you agree to co-operate with Brightstar and any authorities should Brightstar make such a request.
- d. The provision of the proof of identity is material condition of Brightstar's contract with you. If you do not provide the necessary proof of identity documents within 7 days of the Order Approved Date (as defined in clause 9 below) Brightstar reserve the right to withhold payment for your mobile device and/or contact the police about the relevant transaction.

9 Pricing

- a. Prices offered on the Brightstar Trade-In Website are subject to change at any time without notice.
- b. When your order has been placed, the prices quoted are guaranteed for 14 days from the "Order Approved Date" (where the "Order Approved Date" is the date on which Brightstar send you a confirmation letter or email and Postage Paid postal bag.) If your mobile device(s) is/are received after 14 days from the Order Approved Date, Brightstar will propose an adjusted price by email (the "New Offer"). If you choose to decline the New Offer, Brightstar shall return the mobile device to you. Adjusted orders for Non-Working devices will be automatically processed for payment at the price set out in the New Offer if you do not reply to the New Offer within 7 days of notification of such New Offer to you. Brightstar will attempt to contact you if your mobile device is received after this Order Approved Date, if Brightstar are unsuccessful in contacting you Brightstar will process the order at the price set out in the New Offer. By agreeing to these terms and conditions you acknowledge and agree that if you do not respond to the New Offer within 7 days a binding contract will be established between Brightstar and you at the price set out in the New Offer.

10 Delivery

- a. Brightstar will pay for postage of your mobile device to Brightstar through the courier collection bag provided by Brightstar to you. Unfortunately, other than when Brightstar arranges courier collection, Brightstar will not accept responsibility for non-delivery of mobile devices or damage in transit.
- b. Registered deliveries should be sent to Brightstar at Brightstar's Australian delivery location:

Brightstar
11 – 13 Ash Rd
Prestons
NSW 2170

11 Payments

- a. Brightstar shall make payment to you by a credit applied to your Telstra bill in return for your device.
- b. When Brightstar receives your mobile device, Brightstar will check that it is complete, and that it meets Brightstar's terms and conditions. Providing it does, Brightstar will instruct Telstra to apply the credit to your Telstra bill, such credit will appear on your Telstra account within two (2) bill cycles of Brightstar's receipt of your device.

12 Proof of ownership

In the case Brightstar is notified or suspects that the mobile device is either lost or stolen, Brightstar may request further proof of ownership of the mobile device. Additional proof of ownership may include, but is not limited to, receipts, tax invoices or carrier receipts. In the event that there is insufficient proof of ownership, the mobile device may be returned to you, or to the relevant authorities.

13 Brightstar's liability

Brightstar will not be liable or responsible for any failure to perform, or delay in performance of, any of Brightstar's obligations under a contract that is caused by events outside of Brightstar's reasonable control or due to Brightstar's compliance with any applicable laws or regulations.

14 General

- a. If any provision of these terms is void, unenforceable or contrary to law, such provision shall be deemed to have been excluded from these terms from the commencement of your contract and shall not affect any other provision hereof.
- b. These terms and the transactions contemplated by it are governed by, and construed in accordance with the laws of the state of Victoria, Australia and each party submits to the exclusive jurisdiction of the courts of the state of Victoria, Australia and the courts of appeal from them, for determining any dispute concerning this or the transactions contemplated by it.