

SPACETALK

Simply Safer Phones for Kids

Returns Policy

RETURNS PROCESS

1. This Returns Policy applies to the SPACETALK watch and its related accessories. It should be read in conjunction with the Terms of Service and also our Manufacturers Limited Warranty card. This returns policy is offered exclusively by SPACETALK Pty Ltd A.C.N. 606 733 804 ('SPACETALK', 'we' and 'us' or 'ST') for purchases made at the Australian www.spacetalkwatch.com online store.
2. All returns must be accompanied by a correctly completed Return Material Authorisation form ('RMA form') that can be obtained from the download section at www.spacetalkwatch.com/support.
3. In advance of any return, SPACETALK's Customer Support Centre MUST be contacted by telephone on 1300 087 423 or email support@spacetalkwatch.com to obtain an RMA number.
4. All returned goods must be accompanied by proof of purchase and a correctly completed RMA form.
5. Return postage and or courier fees are your responsibility initially. You are entitled to recover reasonable postage or transportation costs from us if the product is confirmed to have a problem, upon providing reasonable evidence of those costs. You assume the risk of loss or damage to the good posted or sent to SPACETALK and or returned by us to you.
6. If the product is found not to have a problem, you may be required to pay our costs in inspecting the product. We will provide an estimate of this cost to you before you return the product.
7. Within 5 business days of receipt of the item by SPACETALK, we shall confirm receipt.
8. SPACETALK retains discretion whether to replace or repair the good or to provide a refund, in the event that the good is faulty and the fault is not a major failure under the Australian Consumer Law.
9. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair goods.
10. Data may be lost during the repair process. It is the responsibility of the customer to ensure that all personal data is deleted before the product is returned to SPACETALK.

30 CALENDAR DAY SATISFACTION GUARANTEE (FOR PRODUCTS PURCHASED ONLINE AT www.spacetalkwatch.com)

1. If you are unsatisfied with your purchase from www.spacetalkwatch.com online store for any reason, you have 30 calendar days from date of purchase to request a refund under our 30 Calendar Day Satisfaction Guarantee.
2. To qualify for a refund under our 30 Calendar Day Satisfaction Guarantee, you must contact the SPACETALK customer support team to request an RMA number within 30 calendar days of purchase and return the goods within 3 business days of speaking with the customer support team and obtaining an RMA number.
3. Where you return goods under our 30 Calendar Day Satisfaction Guarantee, those goods must be accompanied by proof of purchase and be in excellent physical condition, must be in original sales pack and include all accessories to be eligible for a refund. For goods that do not breach our Limited warranty, you will be responsible for all costs in returning the goods.
4. SPACETALK reserves the right to not accept a return under the 30 Calendar Day Satisfaction Guarantee for goods that are incomplete (including if they are not returned with all accessories, manuals and packaging), have been damaged (or whose packaging has been damaged), are not returned in resaleable condition or have been tampered with.

MANUFACTURER'S LIMITED WARRANTY

The full terms and conditions of our Manufacturer's Limited Warranty can be viewed in our download section at www.spacetalkwatch.com/support.

Your SPACETALK watch and in-box accessories are warranted by SPACETALK Pty Ltd A.C.N. 606 733 804 ('SPACETALK', 'we' or 'us') for one year against defects in materials and workmanship commencing from the original date of purchase. SPACETALK accessories purchased separately are warranted against defects in materials and workmanship for six months from the original date of purchase.

SPACETALK is not responsible and this warranty does not apply if your SPACETALK watch or accessory is:

- (a) Damaged by use with products not sold or licensed by SPACETALK (including, for example, games and accessories not manufactured or licensed by SPACETALK);
- (b) Used for commercial purposes
- (c) Opened, modified, or tampered with, or its serial number is altered or removed;
- (d) Damaged due to normal wear and tear;
- (e) Damaged by any external cause, whether by you or someone else using your SPACETALK watch or accessory, including for example:
 - By being dropped;
 - Misuse, abuse, Negligence, or accident;
 - Mishandling;
 - Damage during shipment, except from SPACETALK or an authorized retailer to you;
 - Exposed to liquid;
 - Scratched, dented, etc. or shows other cosmetic damage;
 - Failure to follow instructions in the instruction manual for the SPACETALK watch or Accessory; or
- (f) Repaired by anyone other than SPACETALK.

To obtain service under this warranty, refer to the Contact Us section within this document and visit our websites for the latest support information. Available service options will be dependent on country in which service is requested and may be restricted to original country of sale. Call charges and domestic or international shipping charges may apply depending on location. We will either repair, replace, or refund your products at our sole discretion subject to applicable local consumer laws and regulations. When making a claim under this warranty, you may be required to furnish proof of purchase details.

To the extent permitted by law, all implied warranties are excluded and the remedies set out in this Manufacturer's Limited Warranty are your sole remedy in connection with your purchase of the SPACETALK watch or its accessories.

SPACETALK is not responsible for any indirect, incidental, special or consequential damages; any loss of data, privacy, confidentiality, or profits; or any inability to use your SPACETALK watch or accessories to the maximum extent permitted by law. These exclusions apply even if SPACETALK has been advised of the possibility of these damages. Some countries and regions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

For consumer purchases within Australia

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

REFUND PAYMENTS

1. If SPACETALK agrees to provide you with a refund, the refund will be made to the same payment source that was originally used product was purchased. This may be cash, cheque, money order or electronic transaction.
2. Where SPACETALK is permitted to do so by law, in providing you with a refund for any returned goods, SPACETALK may reduce that refund by an amount equal to any third party vendor payment fees (such as those levied by credit card providers, AfterPay, zipPay or Paypal) originally charged to SPACETALK when you purchased the returned goods.

CONTACT US

For all product support matters, please do not hesitate to contact us:-

SPACETALK Pty Ltd

Suite 13, 154 Fullarton Road

ROSE PARK SA 5067

Email: support@spacetalkwatch.com

Telephone: 1300 087 423