



Terms and conditions of the Sefam RestEasy 2+3 membership program

RestEasy 2+3 is a membership program by SEFAM Australia Pty Ltd (SEFAM) for customers who purchase SEFAM products within Australia via an authorised dealer. RestEasy 2+3 membership is only open to residents of Australia.

To become a member, you must register your SEFAM products online <https://sefam.com.au/sefam-warranty/> including providing a proof of purchase and/or a valid serial number of a SEFAM product where applicable. SEFAM may refuse your application for membership for any reason.

RestEasy 2+3 members are entitled to additional RestEasy 2+3 product warranty, product support. A complete list of benefits is listed on <https://sefam.com.au/sefam-warranty/member-benefits>. SEFAM may change, improve or withdraw the benefits offered at any time.

PERSONAL INFORMATION

Applying for membership constitutes acceptance of these Terms and Conditions. These Terms and Conditions incorporate the SEFAM Privacy Policy. By becoming a member, you agree and acknowledge that information about your SEFAM account, including personal information you provide to SEFAM, is subject to SEFAM's Privacy Policy which can be viewed at www.sefam.com.au/privacy-policy or provided on request.

COMMUNICATIONS TO YOU

A condition of your membership is that you will provide SEFAM with information concerning your use of its products, therapy and purchase history. This information will be used to provide you with improved customer service, maintain your product warranty records, and so you can receive marketing offers and product information most appropriate to your needs via email, SMS, telephone or mail.

You may also be invited to participate in research relating to product use, lifestyle and other areas of interest relating to your experiences as a user of sleep therapy and services. This information will be used by SEFAM to improve our product and service offerings.

Should you wish to opt-out from receiving either product marketing communications and/or research participation invitations, you can do so at any time by contacting our SEFAM directly (see Contact at SEFAM.com.au) or by selecting the unsubscribe option on our communications and updating your preferences. Please note you may still receive communication from SEFAM regarding important product or service notifications that may impact the delivery of your therapy.

TERMINATION OF MEMBERSHIP

You may request to terminate your membership at any time by contacting the SEFAM customer service team (see contact@sefam.com.au). Any entitlement to an additional warranty as a member will cease and revert to the standard manufacturer's warranty and your rights under the Australian Consumer Law.

SEFAM may terminate membership at any time for any reason, including if application details or product registration details are fraudulent.

SEFAM RESTEASY 2+3 MEMBERSHIP WARRANTY

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The SEFAM RestEasy 2+3 membership warranty is an additional 3 years warranty on your SEFAM Australia therapy device*. Register through <https://sefam.com.au/sefam-warranty>. All warranty benefits are in addition to any consumer rights you may be entitled to at law.

* SEFAM devices include SEFAM Starck -SBOX™ & SEFAM Ecostar Auto CPAP™ devices.

This warranty is only available to the original purchaser. It is not transferrable. If the product fails under conditions of normal use, and none of your statutory rights or remedies apply, SEFAM will repair or replace, at its option and at its own cost, the defective product or any of its components.

This warranty will not cover:

- (a) any damage caused as a result of improper use, abuse, modification or alteration of the product;
- (b) repairs carried out by any service organisation that has not been expressly authorised by SEFAM to perform such repairs;
- (c) any damage or contamination due to cigarette, pipe, cigar or other smoke, and;
- (d) any damage caused by exposure to ozone, activated oxygen or other gasses.



This warranty against defects referred to above is provided to you in addition to the rights and remedies that you have under the Australian Consumer Law (and any other applicable law). The additional warranties set out above are provided by SEFAM Australia Pty Ltd ABN 41645699663 of suite 718, 1C Burdett Street, HORNSBY NSW, 2077. In order to make a claim under this warranty you should contact the SEFAM Australia authorised dealer or SEFAM Australia HQ from which you purchased your SEFAM Australia product(s) or alternatively send your claim to SEFAM Australia at suite 718, 1C Burdett Street, HORNSBY NSW, 2077.

You will then need to deliver the SEFAM product you claim is defective to the SEFAM Australia authorised dealer from which you purchased your SEFAM product or your closest SEFAM authorised dealer at your expense. A similar product will normally be lent to you by your SEFAM authorised dealer while your product is assessed. The product you claim as defective must be delivered from the SEFAM authorised dealer to the SEFAM Service Centre within the relevant warranty period referred to above. SEFAM will not be responsible for the cost of the transport of your SEFAM product to the SEFAM Australia service centre. You must pay any necessary costs to the SEFAM Australia authorised dealer. All claims under this warranty must be accompanied by your original receipt.

If SEFAM determines that your warranty claim is valid we will return the repaired product, or a replacement product, to your SEFAM authorised dealer at SEFAM's expense. If SEFAM determines that your warranty claim is valid you may claim any reasonable expenses you have incurred in making the claim by posting to us at suite 718, 1C Burdett Street, HORNSBY NSW, 2077 a claim in writing attaching original receipts for the expenses claimed. If SEFAM determines that your warranty claim is not valid we will notify your SEFAM authorised dealer by providing a quotation of the cost of repair. Your SEFAM authorised dealer will then contact you and you will have the option of taking up the quotation offer, valid for 30 days, or have your product returned unrepaid to your SEFAM authorised dealer at SEFAM'S expense.

This warranty is void on product sold, or resold, outside the region of original purchase. Warranty claims on defective product must be made by the initial consumer at the point of purchase or to us directly as specified above.

This warranty gives you specific legal rights, and you may also have other rights which vary from region to region. For further information on your warranty rights, contact your local SEFAM authorised dealer or SEFAM'S RestEasy 2+3 Team.

If you are provided with a replacement or repaired product, the additional warranty continues to apply to the replacement or repaired device but does not continue beyond the original warranty period referred to previously.

GOVERNING LAW

The laws of New South Wales govern these terms and conditions.

CONTACT INFORMATION

If you have any questions or would like the address of your nearest SEFAM Australia authorised dealer, please contact our friendly RestEasy 2+3 Team via contact@sefam.com.au or via <https://sefam.com.au/contact/>.