

# Vox Xbox Rental Terms



**THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.**

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. **Xbox Equipment** means the Xbox equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement;
- 1.2. **Service** means the delivery, rental and support of the Xbox products.
- 1.3. References to 'you' and 'your' are references to the "Customer" as defined in the General Terms and Conditions.
- 1.4. Capitalised words not defined herein have the meaning given to it in the General Terms and Conditions.

## 2. LIMITATIONS AND STOCK AVAILABILITY

- 2.1. The Xbox Equipment is made available only to natural persons over the age of 18.
- 2.2. Stock of Xbox Equipment are limited.
- 2.3. Orders will be processed on a first-come-first-served basis.
- 2.4. Should your rental application be successful, your order will be held until your unit has been delivered to Vox – at which time you will be notified when your delivery will take place.
- 2.5. The price indicated per item includes delivery and Vox's service level agreement for the duration of the contract.

## 3. SERVICES DESCRIPTION

The Xbox service is the supply, delivery and the maintenance of the Xbox Equipment.

## 4. XBOX EQUIPMENT

- 4.1. The Xbox Equipment includes:
  - 4.1.1. An Xbox Series X 1TB console, one controller, power supply; or
  - 4.1.2. An Xbox Series S 512GB console, one controller, power supply.
- 4.2. Optional extras that can be procured with an Xbox console:
  - 4.2.1. Xbox Series Wireless Controller.
  - 4.2.2. All orders of controllers must accompany an order for an Xbox console.
- 4.3. The Xbox Equipment will be delivered with a standard factory setting configuration.
- 4.4. In respect of the Xbox Equipment:
  - 4.4.1. The Xbox Equipment always remains the property of Vox.
  - 4.4.2. Upon termination of the agreement it shall be returned to Vox.
  - 4.4.3. Vox shall bear the shipping costs for the delivery and return of the Xbox Equipment.
  - 4.4.4. Risk of loss and/or damage in the Xbox Equipment lies with you, and you will ensure that you are sufficiently insured against such risks.
  - 4.4.5. In the event of failure of the Xbox Equipment, Vox will repair or replace (at Vox's discretion) the Xbox Equipment as per the Service Level Agreement. The Customer acknowledges that during the term of the agreement technology may change and accordingly Vox may in its sole discretion replace the Xbox Equipment with comparable equipment which need not be exactly the same as the replaced equipment, provided that it shall be substantially similar to the replaced equipment.
  - 4.4.6. You accept liability for any costs incurred by Vox as a result of repair or replacement of the Xbox Equipment where the Xbox Equipment failure was caused by your use, misuse or changes to the Xbox Equipment, other than as previously agreed to in writing by Vox. You agree to support the replacement of the Xbox Equipment according to Vox's instructions.
  - 4.4.7. Ownership of the Xbox Equipment vests in Vox. Xbox Equipment is not subject to a rent-to-own contract.

## 5. ACCURACY OF CUSTOMER INFORMATION

- 5.1. You must provide Vox with accurate and up to date information: (i) when completing the Subscriber Agreement; and (ii) when you contact Vox to report a suspected fault and is asked a standard set of structured questions.
- 5.2. Vox shall not be liable for any loss suffered as a result of your failure to provide accurate information, which may lead to a delay in the credit approval process or support provided under the service level agreement.

## 6. DELIVERY AND CUSTOMER REQUIREMENTS

- 6.1. You agree to ensure that service staff of Vox or Vox's agent are given access to your delivery address. You will nominate a contact person

for the delivery of the Xbox Equipment.

- 6.2. Deliveries will be carried out from Monday to Friday during Business Hours.

## 7. COMMENCEMENT OF CONTRACT DURATION

- 7.1. A sign off document and proof of delivery will be required to be signed by the customer as acceptance of the delivery of the Xbox Equipment. The service shall be deemed accepted by you if no objection has been raised by you within two (2) business days following receipt of the sign-off.

## 8. CUSTOMER EQUIPMENT

- 8.1. You are responsible for obtaining, installing, configuring and maintaining all your own equipment.
- 8.2. Vox is not responsible for the availability, capacity and/or condition of your own equipment.
- 8.3. If you connect any other equipment to the Xbox Equipment you will be liable for any and all damages if such connection causes any malfunction or failure to the Xbox Equipment.

## 9. SECURITY

- 9.1. You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility. You agree that Vox will not be held liable for any losses arising out of security breaches (including loss or theft of your personal information) resulting from a breach of security via the Xbox Equipment.
- 9.2. In order to make full use of the Xbox Equipment an internet connection will be required. You must take all reasonable precautions to protect the Xbox Equipment from unauthorised access by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Xbox Equipment. Vox will not be held liable for any losses arising out of any compromised accounts or Equipment.

## 10. RENTAL OF SUPPLIED EQUIPMENT

- 10.1. You acknowledge that you are entering into a pure rental agreement for the selected term, which will be either a 12-month or a 24-month or a 36-month term, as indicated on the Subscriber Agreement.
- 10.2. Orders will be subject to Vox's credit approval process:
  - 10.2.1. Your credit history will be accessed to assess your credit worthiness.
  - 10.2.2. You may be required to supply additional documentation in support of your rental application.
  - 10.2.3. You agree that Vox may collect and use your personal information in order to conduct a credit check and identity verification.
  - 10.2.4. You will be required to present your original identity document at time of delivery for verification by Vox or Vox's agent.
- 10.3. You will not own the equipment at the end of the rental term.
- 10.4. At the end of the rental term:
  - 10.4.1. You may elect to continue renting the Xbox Equipment on a month-to-month basis;
  - 10.4.2. You may elect to an upgrade of the Xbox Equipment to the then current model release if available, by entering into a new rental agreement;
  - 10.4.3. You may elect to return the Xbox Equipment in good working condition with no defects of any nature whatsoever – fair wear and tear excepted;
    - a. You must provide Vox with one calendar months' notice that you intend to terminate your rental of the Xbox Equipment.
    - b. For your convenience and security, Vox will dispatch a courier to collect the Xbox Equipment and take photographs of the returned Xbox Equipment.
    - c. Should you not return the Xbox Equipment or the Xbox Equipment is returned with material defects, you will be liable for the then current replacement value of the Xbox Equipment or the nearest model in circulation at the time.
  - 10.4.4. At any time during the rental term you may upgrade or downgrade your Xbox console to another Xbox console by entering into a new subscriber agreement.



## 11. CANCELLATION OF SUBSCRIBER AGREEMENT

Cancellation of the Xbox Equipment rental agreement will incur a cancellation penalty equating to the total remaining monthly payments of the rental term.

## 12. WARRANTY

- 12.1. Vox makes no warranty that the products will meet your requirements.
- 12.2. Vox makes no warranty that the products will be compatible with your equipment or any end user equipment.
- 12.3. No advice or information, whether oral or written, obtained by the customer from Vox through the services shall create any warranty.

## 13. SERVICE LEVEL AGREEMENT

- 13.1. A complimentary service level agreement is included in all rental contracts.
- 13.2. The service level agreement provides you with a swap out service that includes Vox or its agent to pick-up, repair and return any Xbox Equipment that, once deemed defective by Vox, requires repair. You will be provided with a loan product while your rented product is being repaired.
- 13.3. Loan equipment supplied to you will be similar to the equipment that you are renting but may not be the exact same product.
- 13.4. Service level agreement services will be provided on a 72-hour business day basis.
- 13.5. Original packaging must be retained for shipping and warranty purposes.