

# Yomojo General Terms for Standard Form of Agreement

As at 1 July 2018

<b>1</b>	<b>ABOUT THESE TERMS AND CONDITIONS</b>	<b>1</b>
1.1	THESE TERMS AND CONDITIONS AND THE STANDARD FORM OF AGREEMENT	1
1.2	AGREEING TO OUR TERMS & CONDITIONS	1
<b>2</b>	<b>PERSONAL INFORMATION</b>	<b>1</b>
2.1	YOUR INFORMATION	1
2.2	USE OF YOUR INFORMATION	1
2.3	AUSTRALIAN LAW	2
2.4	LEGAL REQUIREMENTS	2
2.5	CHANGING DETAILS	2
2.6	PROMOTIONS AND MARKETING	2
2.7	AUTHORISED REPRESENTATIVE	2
<b>3</b>	<b>CHANGING AN AGREEMENT</b>	<b>3</b>
3.1	NOTIFYING YOU ABOUT CHANGES	3
3.2	ASSIGNING THE AGREEMENT TO A THIRD PARTY	3
3.3	ASSIGNING YOUR RESPONSIBILITIES TO A THIRD PARTY	3
<b>4</b>	<b>YOUR RIGHTS</b>	<b>4</b>
4.1	ENTITLEMENTS	4
4.2	EXTRA INFORMATION	4
<b>5</b>	<b>BILLING AND PAYMENTS</b>	<b>4</b>
5.1	PAYMENT METHOD	4
5.2	PREPAY SERVICES	4
5.3	TOP-UP OF EXCESS CREDIT BALANCE	5
5.4	LOW BALANCE TOP-UP	5
5.5	MONTHLY BILLING SERVICES	5
5.6	LATE PAYMENT	6
5.7	CREDIT LIMIT	6
5.8	DELIVERY OF YOUR BILL	6
5.9	OTHER FEES & CHARGES	6
<b>6</b>	<b>USING OUR SERVICE</b>	<b>6</b>
6.1	YOUR RESPONSIBILITIES WHEN USING OUR SERVICE	6
6.2	SERVICE ACTIVATION	7
<b>7</b>	<b>MEMBER GET MEMBER PROGRAM</b>	<b>7</b>
7.1	CREDITS	7

<b>8</b>	<b>PLANS &amp; EXCESS RATES</b>	<b>8</b>
8.1	PLANS	8
8.2	PREPAY SERVICE PLANS	9
8.3	MONTHLY BILLING SERVICE PLANS	9
8.4	EXCESS RATES AND EXCESS CREDIT	9
8.5	FREE YOMOJO VOICE	9
8.6	FAMILY BUNDLES	10
<b>9</b>	<b>FAULTS</b>	<b>10</b>
9.1	NETWORK MAINTENANCE	10
9.2	FAULTY SIM CARDS	10
<b>10</b>	<b>MANAGING FINANCIAL HARDSHIP</b>	<b>11</b>
10.1	FINANCIAL HARDSHIP POLICY	11
10.2	HELPING WITH FINANCIAL HARDSHIP	11
10.3	SPEND MANAGEMENT TOOLS	12
<b>11</b>	<b>COMPLAINT HANDLING</b>	<b>12</b>
11.1	OUR GUARANTEE	12
11.2	MEANS TO FILE A COMPLAINT	12
11.3	RESOLUTION	13
11.4	URGENT COMPLAINTS	13
11.5	CUSTOMER SATISFACTION	14
<b>12</b>	<b>LIMITATION OF LIABILITY</b>	<b>14</b>
12.1	RESPONSIBILITY	14
<b>13</b>	<b>SUSPENSION OF A SERVICE</b>	<b>14</b>
13.1	REASONS TO SUSPEND A SERVICE	14
<b>14</b>	<b>CANCELLING YOUR SERVICE</b>	<b>15</b>
14.1	HOW TO CANCEL	15
14.2	PORTING YOUR MOBILE NUMBER OUT OF YOMOJO	15
14.3	OUR RIGHTS	16
<b>15</b>	<b>MOBILE PHONE UNLOCKING</b>	<b>16</b>
15.1	UNLOCKING YOUR PHONE	16
15.2	RISKS WITH UNLOCKING	16
15.3	BLACKBERRY DEVICES	16

<b>16</b>	<b>CONDUCT ON OUR WEBSITE/SOCIAL NETWORK CHANNELS</b>	<b>17</b>
16.1	COMMENT GUIDELINES	17
16.2	OWNERSHIP OF PUBLIC COMMENTS	17
16.3	PERSONAL INFORMATION	17
16.4	COMMUNITY STANDARDS	17
16.5	REPORTING BAD BEHAVIOUR	18
<b>17</b>	<b>COMMISSIONS</b>	<b>18</b>
17.1	PAYMENTS TO THIRD-PARTIES	18
<b>18</b>	<b>GST</b>	<b>18</b>
18.1	PRICING AND GST	18
<b>19</b>	<b>GENERAL</b>	<b>18</b>
19.1	INFORMATION AND GOVERNING LAW	18
<b>20</b>	<b>CONTACTING US</b>	<b>19</b>
20.1	CONTACT DETAILS	19

# 1 ABOUT THESE TERMS AND CONDITIONS

## 1.1 These Terms and Conditions and the Standard Form of Agreement

- 1.1.1 These Terms and Conditions form Yomojo's Standard Form of Agreement ("Agreement") between Yomojo Pty Ltd (ACN 609 279 245) ("Yomojo", "us", "we") and you ("you", "your"). We know that this is the 'boring stuff' but it's important. This document sets out the terms and conditions for the supply of the Yomojo services ("Services") and the use of the Services by you.
- 1.1.2 The documents that form the complete Agreement are:
- (i) these Terms and Conditions,
  - (ii) relevant Service or Product Terms and Conditions,
  - (iii) relevant Service Descriptions,
  - (iv) the Pricing Table, and
  - (v) the Fair Use Policy

## 1.2 Agreeing to Our Terms & Conditions

- 1.2.1 By signing up to Yomojo and agreeing verbally or by clicking the checkbox to accept Yomojo's terms and conditions, you are agreeing to our Agreement as a whole as defined in Section 1.1. You should familiarise yourself with this document and make sure you are happy to accept.
- 1.2.2 By purchasing any of our products or services or downloading or installing any of our software you acknowledge and agree that you have been presented with, you understand and are bound by the Agreement.
- 1.2.3 You agree that any person you allow to use the Service complies with the Agreement as if they were you. This includes, but is not limited to, charges resulting from the use of services associated with the Yomojo SIM card and actions taken by family members who are granted access to your Yomojo account via a computer or mobile device.

# 2 PERSONAL INFORMATION

## 2.1 Your information

- 2.1.1 You warrant that the information you provide to us is true and correct.
- 2.1.2 In order to sign up to Yomojo, you must provide us with a current and valid email address, either by signing up directly or via accepted third parties such as Facebook. We will validate this account after sign-up to ensure that the details provided were correct. We may decide to not complete activation of, or we may suspend, a Service where we are unable to validate your information.

## 2.2 Use of your information

- 2.2.1 You authorise us to use and disclose information about you and your use of our Service (phone numbers, email address, texts and other methods of communication made and received by you, the date, duration, time and cost of these communications). We will only disclose your information to third

parties where we are required to by law or where required in order to provide the Service.

- 2.2.2 We will collect and use your personal information in accordance with applicable law, and our privacy policy.
- 2.2.3 We may collect and use personal information provided by you, or we may collect and use personal information about you from a credit provider or a credit reporting agency.
- 2.2.4 We may use your personal information to provide you with information about other goods and services, special offers, and promotions that are related to the Service that we supply you with.
- 2.2.5 We may use your personal information to provide the Service to you, or to facilitate the supply of the Service to you by others on our behalf.

### **2.3 Australian Law**

- 2.3.1 As we are a carriage service provider, Australian law dictates that we collect certain information from you. This information relates to establishing your identity which may be required before the activation of your SIM card.
- 2.3.2 If we cannot establish your identity, or if we have been provided with false or inaccurate information, we will not be able to provide you with Service.
- 2.3.3 Your credit/debit card details will be shared with trusted third parties for the sole purpose of verifying your identity and validating the use of your card.

### **2.4 Legal Requirements**

- 2.4.1 We are required by law to collect and to provide certain information about you. If we cannot fulfil this legal obligation, your Service may be suspended. Information may be required to be disclosed to assist the following:
  - (i) Emergency Services
  - (ii) Law enforcement agencies
  - (iii) Government agencies
  - (iv) The operator of the Integrated Public Number Database (IPND)

### **2.5 Changing Details**

- 2.5.1 Your personal details can be updated through the 'Account Settings' located in the Yomojo Dashboard. Your personal information is of paramount importance to us. We want to be trusted with this information and we can assure you that it will be kept safe and secure.

### **2.6 Promotions and Marketing**

- 2.6.1 We may use the information you have provided to us to notify you of offers and promotions, product and service updates, as well as updates which relate to your Yomojo account.
- 2.6.2 You may unsubscribe from notices pertaining to promotions or marketing via a link provided in our emails. You will then only receive information which we are obligated to give you by law or in order to fulfil our obligations under this Agreement.

### **2.7 Authorised Representative**

- 2.7.1 An Authorised Representative can be added to your account to act as your proxy and manage your mobile account. In order to add an Authorised Representative, we require you to supply their full name and email address to our Customer Support team to register your chosen person and validate their access to make changes on your behalf.
- 2.7.2 An Authorised Representative has the same permissions as the account holder and access to all account information. All liability lies with the account holder when nominating an Authorised Representative.

## **3 CHANGING AN AGREEMENT**

### **3.1 Notifying you about changes**

- 3.1.1 All notifications will be sent to the registered email address of an account. Yomojo will not be liable for failure to deliver a notification where the registered email address is invalid or unused. We may also send supplementary notifications via SMS to the Services associated with an account however the primary method of notification is via email.
- 3.1.2 If we are making changes to this Agreement where that change will have a direct and negative effect on your Service (for example for an increase in pricing) you will be advised at least 20 days prior to that change taking effect.
- 3.1.3 We may change this Agreement at any time without notice to you where such a change does not negatively affect your use of the Service - for example price reduction or service updates.
- 3.1.4 Changes obligated by law may also be updated without notice, for example GST requirements.
- 3.1.5 This Agreement is available at any time on our website.

### **3.2 Assigning the Agreement to a Third Party**

- 3.2.1 We may assign some or all of our rights under the Agreement (where those rights are assignable) to any person.
- 3.2.2 We may transfer some or all of our obligations under the Agreement to any Yomojo related body corporate that is able to perform those obligations.
- 3.2.3 We may perform any of our obligations under the Agreement by arranging for them to be performed by another person, including a supplier or another Yomojo related body corporate. We will still be responsible for the performance of the obligations.

### **3.3 Assigning your Responsibilities to a Third Party**

- 3.3.1 You may assign your rights under the agreement (where those rights are assignable) so long as you have our prior written consent.
- 3.3.2 You may transfer your obligations under the agreement if the person to whom you are transferring the obligations and:
  - (i) is a consumer,
  - (ii) provides satisfactory proof of identification,
  - (iii) meets the eligibility criteria for the service,

- (iv) the service is available at the location where they wish to acquire the service.

## **4 YOUR RIGHTS**

### **4.1 Entitlements**

- 4.1.1 By law you are entitled to certain rights. Our terms and conditions comply with these laws including:
  - (i) The Telecommunications Act 1997
  - (ii) Competition and Consumer Act 2010
  - (iii) Fair Trading Legislation and regulations in your state or Territory
  - (iv) Industry codes registered with the Australian Communications and Media Authority

### **4.2 Extra Information**

- 4.2.1 Contact the Australian Competition and Consumer Commission (ACCC) or the Office of Fair Trading in your State or Territory for further information regarding your consumer rights. You can also contact the Telecommunications Industry Ombudsman (<http://www.tio.com.au/>) for further information about your rights in regard to the telecommunications industry.

## **5 BILLING AND PAYMENTS**

### **5.1 Payment Method**

- 5.1.1 You will need to register a credit or debit card from which we can deduct payments. Payment transactions may be initiated by you or by us on a recurring subscription basis depending on your plan selection.
- 5.1.2 We will securely store your payment details for payments and purchases on Yomojo.
- 5.1.3 When registering a credit/debit card as a payment method we may perform a \$1 pre-authorisation transaction against your card. The pre-authorisation may appear as a pending transaction on your card account but will be released by your financial institution usually within 10 days.
- 5.1.4 We do not take responsibility for any loss, damage, delays or costs incurred as a result of invalid payment details or declined payment transactions.

### **5.2 Prepay Mobile Services**

- 5.2.1 You can find a record of your Service usage on our website by signing into your Dashboard or via our mobile app.
- 5.2.2 Usage records do not constitute an invoice.
- 5.2.3 At the time of purchase of a Plan or Excess Credit we will provide you with a PDF tax invoice for the purchase amount. Invoices can be reproduced by our



Customer Service team upon request and may be subject to a charge as set out in our Pricing Table.

### **5.3 Top-up of Excess Credit Balance**

- 5.3.1 Minimum top up amounts apply, and the balance is subject to credit expiry terms as stated in Section 8.4.
- 5.3.2 You can top-up your Excess Credit balance at any time from your Dashboard.
- 5.3.3 You may select to have your Excess Credit automatically topped-up by a preselected amount just prior to the expiry of the Excess Credit balance. By default, this option is off and must be turned on to use. Once turned on, we will attempt to charge the preselected amount to your nominated payment method approximately every 90 days, based on the expiry date of your Excess Credit balance.

### **5.4 Low Balance Top-up**

- 5.4.1 You may select to have your Excess Credit automatically topped-up by a preselected amount when balance falls below \$2. By default, this option is on and can be switched off in the Dashboard. In order to cancel/discontinue automatic Low Balance top-up, you must disable the feature from your Dashboard.

### **5.5 Monthly Billing Services**

- 5.5.1 Monthly Billing Services will receive a bill at the end of every billing period. The bill will detail all Service usage charges, plan charges and any additional charges accrued within the billing period.
- 5.5.2 The bill may contain Service usage charges from a previous billing period, usually where there has been a delay in us being notified about your usage – for example, usage while roaming overseas.
- 5.5.3 You will be charged Excess Rates for any usage that has exceeded the plan allowance, or for services not included in the plan such as international roaming.
- 5.5.4 Bills will not include detailed usage history for call/SMS/data usage events. This information can be accessed via our website or mobile app.
- 5.5.5 The bill is generated on the same date every month and will be sent via email within 2 days. The due date of the bill is 4 days after issue. We will automatically take payment from your nominated payment method at this time.
- 5.5.6 The billing day is determined by the day on which the Monthly Billing account was activated (e.g. if your account is activated on the 15th of the month, your billing day will be the 15th of every month). Occasionally the billing day will be set a few days before or after the activation date. If your billing day is between the 28th and the 31st, there will be months where your bill will be generated on the first day of the next month if the month has fewer days than your billing day. For example, if your billing day is the 31st, your bill will be generated on the October 31st, but your next bill will be generated on December 1<sup>st</sup> (and then again on December 31<sup>st</sup>).

5.5.7 The bill provided as a PDF constitutes a tax invoice for your Services. Invoices can be reproduced by our Customer Service team upon request and may be subject to a charge as set out in our Pricing Table.

## **5.6 Late Payment**

5.6.1 For Monthly Billing Services, if we do not receive a payment by the due date, your Service(s) may be limited or suspended until the outstanding bill has been paid. You may be charged a late payment fee after a failed payment attempt. The late payment fee is set out in our Pricing Table.

5.6.2 If the bill remains outstanding after 31 days, the overdue debt may be referred to a debt collection agency for further action. If the bill remains outstanding for two consecutive months, your account will be switched to a Prepay Service. We may also cancel your Service which will result in your mobile number being lost.

## **5.7 Credit Limit**

5.7.1 Yomojo may use a credit limit to manage Monthly Billing Service usage spending and minimise 'bill shock'. You may apply to have the credit limit increased through the customer service team at and include a justification for an increase. The decision of whether to increase a credit limit is solely at our discretion and we may or may not disclose reasons for our decision.

5.7.2 Notifications will be sent to a Monthly Billing Service approaching its credit limit. A Service that reaches or exceeds a credit limit will be restricted and/or suspended and we may request a pre-payment in order to reactivate a suspended service.

## **5.8 Delivery of Your Bill**

5.8.1 A Yomojo bill will be attached as a PDF file and sent via email to the email address you provided for your Yomojo account; bills will not be mailed. The bill can be printed from the PDF file if a hardcopy is required.

5.8.2 Previous bills can be provided on request through customer service at [support@yomojo.com.au](mailto:support@yomojo.com.au). Yomojo may charge a fee for this service.

## **5.9 Other Fees & Charges**

5.9.1 Credit/debit card payments are subject to a transaction processing fee. We reserve the right to charge a Dishonour Fee where we have made several attempts to take a payment from your nominated payment method however that payment request has been declined by your financial institution. Our Pricing Table sets out rates and details on all additional charges.

# **6 USING OUR MOBILE SERVICE**

## **6.1 Your Responsibilities When Using Our Service**

6.1.1 By using our Service, you agree to uphold and acknowledge the following:

- (i) the law,
- (ii) relevant authorities,

- (iii) our Agreement,
- (iv) you must not resell, distribute or reproduce any aspect of the Service,
- (v) you must not act as a carrier of this Service (stated in the Telecommunications Act 1997),
- (vi) that we or our network supplier may block numbers if needed for operational or commercial reasons (not emergency numbers),
- (vii) that the SIM issued to you remains the property of Yomojo and is provided under a licence.
- (viii) you will contact us immediately if your phone is lost or stolen,
- (ix) you will not share or download any material via our network which may be considered offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance, a hoax or anything which may breach any rights or privacy policies.

6.1.2 You must notify us immediately if anyone has threatened to make a claim or issue legal proceedings against you relating to your use of the Service, you must immediately cease whatever has been complained about. Furthermore, if we request, you must provide us with the details of the claim.

## **6.2 Service Activation**

- 6.2.1 On successful sign-up we will set a date at which time we will activate your Service. The activation date we set applies to both porting and non-porting Services and it will be set sufficiently in the future to allow for order processing and delivery of your SIM card. We will advise you of the activation date as part of the sign-up process.
- 6.2.2 You may activate your Service at any time before the activation date. You may also alter the activation date through the Yomojo website or by contacting the customer service team however the activation date may be deferred by no more than 45 days into the future.
- 6.2.3 If your Service has not been activated by the set activation date, we will activate your Service and any and all fees and charges will become applicable from that time. Where you are porting your number to Yomojo, the porting process will begin at the time of activation. Porting is subject to Yomojo's Porting Terms & Conditions.

## **7 MEMBER GET MEMBER PROGRAM**

### **7.1 Credits**

- 7.1.1 Credit will be awarded to both you and your referee for successfully referring them to join Yomojo. There is no limit to the number of referrals you can make.
- 7.1.2 A new member can only receive one referral credit.
- 7.1.3 For the referee to qualify as an eligible referral for the program, the referee must:
  - (i) Not be an existing Yomojo member or previous member within the last 12 months
  - (ii) Have been referred to Yomojo by an existing active Yomojo member

- (iii) Sign up online through the Yomojo website using the existing member's unique online referral code or number
  - (iv) Activate their Yomojo SIM
- 7.1.4 SIMs purchased through retail outlets are not considered to be an eligible referral for this promotion.
- 7.1.5 We reserve the right to verify, at any time, the validity of referrals and applications (including the identity, age and place of residence of the referrer and/or referee) and to disqualify any referrer or referee who submits a claim or entry that is not in accordance with this Agreement or who tampers with the claim or entry process.
- 7.1.6 Self-referrals are not valid in the program.
- 7.1.7 Credit will be applied to the referrer and referee account within 72 hours of the full activation of the referee's SIM and such credit will be subject to the terms of this Agreement. Credits cannot be redeemed as cash.
- 7.1.8 The Member Get Member promotion is not intended to be available with any other offer or promotion.
- 7.1.9 Yomojo reserves the right to cancel, terminate or suspend the program at any time in its reasonable discretion. Yomojo also reserves the right at any time in its reasonable discretion to amend, by addition to, subtraction from or variation of, these terms and conditions, including but not limited to the eligibility terms and criteria, the value of the credit reward, and the timing of any act to be done, and all participants in the program shall be bound by these amendments with effect from such date as Yomojo may determine.

## **8 MOBILE PLANS & EXCESS RATES**

### **8.1 Plans**

- 8.1.1 You must have an active plan in order to use the Service. A Service that has exhausted any or all of the inclusions of a plan is still considered active until expiry. We may restrict or suspend a Service without an active plan.
- 8.1.2 Plans have a 30-day expiry unless otherwise stated and will automatically renew on expiry.
- 8.1.3 Unused plan allowances at the time of expiry will be forfeited. Plans are only eligible to be used within Australia and are non-refundable once added/renewed.
- 8.1.4 Service usage that falls outside of standard plan inclusions, or Service usage where a plan allowance has been exhausted before the plan renewal date, will be charged at our Excess Rates.
- 8.1.5 You can change your plan whenever you like however any changes made will take effect at the next plan renewal date.
- 8.1.6 Where no active plan exists at the time of effecting a change, that plan will take effect immediately.
- 8.1.7 You can make any number of changes to your plan before the renewal date and the last saved plan will be applied on the scheduled renewal date.

## **8.2 Prepay Service Plans**

- 8.2.1 Plans are charged and must be paid for upfront at the time of either being added to your Service or renewed on your Service.
- 8.2.2 In order to use your Service for features subject to Excess Rates, you must top up your Excess Credit balance and have sufficient balance available prior to the use of that particular Service feature.
- 8.2.3 If your plan fails to renew due to a problem with your selected payment method, your Service usage will be subject to Excess Rates and you will need to have sufficient Excess Credit balance in order to use your Service. You can manually add and pay for your plan through the 'Change your Plan' self-service feature.

## **8.3 Monthly Billing Service Plans**

- 8.3.1 Monthly Billing Service plans work the same as Prepay Services plans as described in Section 8.2 except payment is not required at the time of plan subscription or renewal. You will be billed on the next invoice following the subscription or renewal. [See Section 5.5 for information on Monthly Billing.]
- 8.3.2 Service usage that has been subject to Excess Rates will also be billed on the next invoice. Your Service may incur Excess Rate charges generally without limit although we will monitor your account for high Excess Rate charges. We may limit or suspend your Service if we think it is incurring an unusually high level of Excess Rate charges.

## **8.4 Excess Rates and Excess Credit**

- 8.4.1 Service usage that falls outside of standard plan inclusions, or Service usage where a plan allowance has been exhausted before the plan renewal date, will be charged at Excess Rates. This applies to both Prepay and Monthly Billing Services.
- 8.4.2 For Prepay Services (only), the Excess Credit balance has a 90-day expiry after it has been applied to the Service. Excess Credit can only be used for Service usage subject to Excess Rates.
- 8.4.3 Each time Excess Credit is topped up, the 90-day expiry date is reset and all existing Excess Credit rolls over with the newly added credit.
- 8.4.4 At expiry, any remaining balance is forfeited. Note, the Excess Credit balance can expire at any time on the 90th day and we recommend topping up prior to this day in order to avoid losing your credit.
- 8.4.5 Your ability to make calls (except emergency and 1800 numbers), send texts or use data will cease when your Excess Credit balance is zero, or has expired, even if you are on a call. Your Excess Credit balance has no direct effect on the use of your plan and its inclusions.

## **8.5 Free Yomojo Voice**

- 8.5.1 Making calls from your Service to another Yomojo Service is known as a "Yomojo Voice" call. Plans may include a Yomojo Voice allowance.
- 8.5.2 The Yomojo Voice allowance is subject to the same terms and conditions as your plan. Once this Yomojo allowance is exhausted, Yomojo Voice calls will consume the standard Voice allowance and/or will be charged at the applicable Excess Rate.

## **8.6 Family Bundles**

- 8.6.1 Family Bundles offer a discount to the standard price of a plan based on the number of services active with a qualifying plan at the time of plan purchase or renewal irrespective of the number of services initially signed up.
- 8.6.2 To receive the Family Bundle discount, each service must sign up as part of a Family Bundle on a single Yomojo account.
- 8.6.3 The Family Bundle discount applies only to the standard purchase price of a plan and excludes other service charges or purchases such as, but not limited to, Excess Rate usage charges and purchase of Data Bolt-ons.
- 8.6.4 A minimum of two services must be active with a qualifying plan at the time of purchase or renewal to receive a Bundle discount. Only certain Unlimited plans qualify for inclusion in the Family Bundle and, subject to Section 3, we may vary the set of qualifying plans or the Bundle discount amount from time to time. See the Pricing Table for current Family Bundle discount amounts.
- 8.6.5 A maximum of six services may be bundled and only one bundle can be applied to an account.
- 8.6.6 The full, non-discounted plan price will be charged for purchase or renewal where the qualifying criteria is not met at that time.
- 8.6.7 We reserve the right to suspend or cancel the Family Bundle of an account if a service or Services on that account are found to be in breach of this Agreement.
- 8.6.8 Family Bundle discounts cannot be retrospectively applied.
- 8.6.9 All other standard service charges and fees apply and, unless otherwise stated, the Family Bundle discount is not available with any other promotion or offer.

## **9 MOBILE FAULTS**

### **9.1 Network Maintenance**

- 9.1.1 If our network is under maintenance, it may have an effect on your Service for a particular period of time. We will do our utmost to keep you informed via email of any scheduled maintenance and will make regular posts to our website and social networks with timely information.

### **9.2 Faulty SIM Cards**

- 9.2.1 If your SIM appears to be faulty and it doesn't appear to be linked to your device (i.e. you've tried the SIM in other devices and it is having the same issue), you can contact Customer Support to report the issue. You must provide all necessary information about the fault in order for us to be able to fix it.
- 9.2.2 We are happy to help and take full responsibility for faulty SIM cards, where our system shows that the problem is within our network and is not the result of damage caused by you. If a problem is caused by our network supplier, we will notify the supplier of the issue, though we cannot be held responsible for any issues which are at the network provider level.

## 10 MANAGING FINANCIAL HARDSHIP

### 10.1 Financial Hardship Policy

10.1.1 The Telecommunications Consumer Protection Code (TCP) defines financial hardship as:

"(a) a Customer is unable to discharge the financial obligations owed by the Customer under their Customer Contract or otherwise discharge the financial obligations owed by the Customer to a Supplier, due to illness, unemployment or other reasonable cause; and

(b) the Customer believes that they are able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of Telecommunications Products by the Supplier to the Customer are changed."

10.1.2 The financial hardship policy applies only to existing members of Yomojo. You must be unable to meet our financial obligations due to some type of financial hardship.

10.1.3 Reasons for financial hardship include:

- (i) Loss of employment
- (ii) Family problems
- (iii) Illness, including physical incapacity, hospitalisation, or mental illness suffered by you or a family member
- (iv) Family member passes away
- (v) Natural Disaster

### 10.2 Helping with Financial Hardship

10.2.1 At Yomojo, we show genuine support towards those who find themselves in any form of financial hardship. We have a number of tools to help manage spend and avoid falling into financial hardship [see Section 10.3]. We will address any issues you may be experiencing, and our staff members will work with you to reach an arrangement that is financially stable and appropriate for you and your future with Yomojo.

Yomojo can refer you to community-based financial counsellors to help. Information on this can be requested through [support@yomojo.com.au](mailto:support@yomojo.com.au)

10.2.2 We will assess your request in great detail and respond to you within 7 working days. We will need to know the extent of your financial hardship (how long it has been and reasons for this) and we will also take note if you are in any current debt with our service. Past payments will also be taken into account along with the service you are using, to ensure you are able to meet your future financial obligations. It is important that we understand your position and that we can be sure this position will not worsen over time.

10.2.3 We will do all we can to help any those that find themselves in a case of financial hardship, we may:

- (i) Change your plan
- (ii) Move your service to a Prepay account

Everyone's issues will of course be different; we will do everything we can to reach an appropriate solution that benefits you.

10.2.4 It is important that you monitor your usage each month to minimise financial hardship; this is something we will want to know about when you apply for financial hardship.

### **10.3 Spend Management Tools**

10.3.1 We are all about empowering you to help you manage your spending. We have a range of free features and tools in place to help you monitor your mobile and data usage as well as manage your plan and customise your settings.

10.3.2 We provide the following to help you manage your spending:

- (i) You can check your usage at any time by logging into your Dashboard via the web or our mobile app. You can also contact our Customer Support team at support@yomojo.com.au or on live chat via our website for the same information.
- (ii) If you have a Prepay Service, you are totally in control because you pay upfront for your Service. With a Monthly Billing Service, you can limit over-spend by setting a credit limit on your Service [as per Section 5.7].
- (iii) You will receive a notification when you reach each of 75%, 90% and 100% of your allowance in your plan.
- (iv) Yomojo no lock-in contract plans mean you are free to change your plan (to a higher or to a lower cost plan) or cancel your Service without penalty.

10.3.3 Spend Management Tools are free of charge.

## **11 COMPLAINT HANDLING**

### **11.1 Our guarantee**

11.1.1 You are entitled to make a complaint about Yomojo. Our goal is to ensure you have the best possible experience with Yomojo. Hence, we are committed to addressing your complaints in a fair, efficient, objective manner and through a transparent process.

11.1.2 Our complaint handling process complies with the requirements of the Telecommunications Consumer Protections Code C628:2015 (TCP Code) and the responsibility for compliance with the said process is attributed to our Chief Executive Officer.

11.1.3 We will not charge you for the processing of a complaint in most instances, and we will never charge you without notifying you beforehand. We may, however, charge you to recover our costs only in very specific circumstances. If cost recovery charges apply, we will alert you before charging you (and you may of course choose not to pay and discontinue your complaint) and we will inform you about your options for external dispute resolution, e.g. the Telecommunications Industry Ombudsman (TIO).

### **11.2 Means to file a complaint**



- 11.2.1 If you wish to raise any concerns or make a complaint about any of our services, get in touch with our Customer Service team by emailing [support@yomojo.com.au](mailto:support@yomojo.com.au), chatting with us online at [www.yomojo.com.au](http://www.yomojo.com.au) or calling us on [1300 YOMOJO \(1300 966 656\)](tel:1300966656).
- 11.2.2 Please note that contacting us from a mobile phone may entail higher calling rates. We will attend to your complaint as soon as possible and we will do everything we can to fix the issue at hand.

Our customer service hours for phone calls are as follows:

**Monday to Friday:** 9:00 am to 5:00 pm AET

**Saturday and Sunday:** 10:00 am to 6:00 pm AET

Our online chat hours of operation are as follows:

**Monday to Friday:** 8:00 am to 8:00 pm AET

**Saturday and Sunday:** 9:00 am to 6:00 pm AET

- 11.2.3 If you communicated your complaint via phone call, we will acknowledge it immediately. A complaint lodged through other channels, including where you left a message on our answering machine (e.g. outside our office hours), will be acknowledged within 2 working days.
- 11.2.4 When we acknowledge your complaint, we will give you a unique reference number to make it easier for you to track and follow up on your complaint. We will also provide an indicative timeframe for resolving your complaint. You can follow up on your complaint by contacting any of our customer service channels.

### 11.3 Resolution

- 11.3.1 Our goal is to always fix your problem immediately during your first contact with us, but there will be times when we need more time to investigate. We will work on reaching an agreement with you on how to address your particular concern (this may include waiving of fees or other commercial solutions) and notify you accordingly within 15 working days of receiving your complaint. We will advise you in writing if you request this.
- 11.3.2 Occasionally, it may take longer than 15 working days to investigate more complex issues and should this be the case, we will explain why and provide a new expected timeframe.
- 11.3.3 If the delay is more than 10 working days (and is not the result of a Mass Service Disruption), we will also inform you about your options for external dispute resolution such as the TIO.
- 11.3.4 Once we arrive at an agreement regarding your issue, we will implement all actions required to fix your problem within 10 working days, unless you agreed otherwise or have not accomplished a prerequisite step that is needed for us to be able to proceed.

### 11.4 Urgent complaints

- 11.4.1 Your complaint will be treated as urgent if:
- (i) you have applied for being in financial hardship under our Financial Hardship Policy and the issue you are complaining about directly contributes to the Financial Hardship you are experiencing, or
  - (ii) your service has been disconnected or is about to be disconnected and due process has not been followed, or

- (iii) you are receiving Priority Assistance (e.g. because of a severe medical condition) for the service you are complaining about.

In this case, we will agree with you on how to address the issue and implement all required actions to fix the problem within 2 working days.

- 11.4.2 If there is a delay, we will provide a detailed explanation and a new expected timeframe. Should the delay be further extended, we will inform you about your options for external dispute resolution such as the TIO.

## **11.5 Customer satisfaction**

- 11.5.1 We will escalate your complaint internally should you be dissatisfied with the complaint timeframes, its progress or the outcome, or tell us that your complaint ought to be treated as an urgent concern.
- 11.5.2 If you are still unhappy with our efforts, we will provide options for external dispute resolution such as the TIO. We will never cancel your Service only because you have contacted an external dispute resolution scheme.

## **12 LIMITATION OF LIABILITY**

### **12.1 Responsibility**

- 12.1.1 We cannot be held responsible for any deletion or corruption on your device, unless the problem can be directly linked back to our service.
- 12.1.2 To the extent permitted by law and except for any act (negligent, reckless or otherwise), wilful misconduct or omission from us, we are not liable for indirect loss such as loss of profit and the loss of business, costs or expenses.
- 12.1.3 If something occurs that is beyond our control (e.g. a network issue with our network provider) and affects our ability to perform what had been promised under this Agreement, we cannot be held liable for the issues caused. In the event of such an issue occurring, we will do our best to notify you.

## **13 SUSPENSION OF A SERVICE**

### **13.1 Reasons to suspend a service**

- 13.1.1 We may suspend our service or your Service at any time with or without notice. Reasons for this may be:
  - (i) if we are required by law;
  - (ii) if we are required to by a relevant authority;
  - (iii) in an emergency;
  - (iv) acting reasonably, if we feel it is appropriate in a certain situation;
  - (v) if we think it will reduce the risk of fraud;
  - (vi) if you fail to make a payment;
  - (vii) if we are fixing a malfunction in our system;
  - (viii) to perform an update;
  - (ix) due to an event which is beyond our control;
  - (x) acting reasonably, if we suspect you are misusing our service.

- 13.1.2 You may request to temporarily suspend your Service. You must contact us and explain why you want to suspend your Service and for how long. Reasons for this may be a stolen/lost SIM card or phone. Your Service will remain suspended until you advise us to resume service or a pre-agreed time period has elapsed. We are under no obligation to agree to the temporary suspension of your Service.
- 13.1.3 A service that has not incurred any charged outbound usage (e.g. making a call, sending an SMS or using data) within 90 days of the last tolled usage, will be classed as 'inactive'. Inactive services will be cancelled by Yomojo at any time, which will result in the loss of your mobile number and any remaining credit. After 180 days of inactivity on a Service (i.e. no top ups or payments), the account will be flagged as 'disconnected', at which point Yomojo will not be able to reactivate it.
- 13.1.4 If you have more than one Service with us and you are in breach of your Agreement under any Service, we have the right to suspend all of your Services if the breach is not rectified and if there are reasonable grounds for us to believe your continued use of that Service is likely to result in further breach of your Agreement.
- 13.1.5 If we suspend your Service, we may later cancel the Service for the same or a different reason.

## **14 CANCELLING YOUR SERVICE**

### **14.1 How to Cancel**

- 14.1.1 You have the right to cancel your Service at any time. If you wish to leave Yomojo you must contact us by emailing support@yomojo.com.au, contacting us via online chat or calling 1300 YOMOJO (1300 966656).
- 14.1.2 When using email, there may be a delay between your initial cancellation request and our receipt of your confirmation which then allows us to cancel. Throughout this period, relevant charges will continue to apply.
- 14.1.3 A service is not considered cancelled until we confirm with you via email that the service has been successfully cancelled.
- 14.1.4 For Prepay Services, any remaining Excess Credit and/or unused plan allowance will be forfeited once the service has been cancelled or ported to another service provider.
- 14.1.5 For Monthly Billing Services, unused plan allowance will be forfeited at the time of cancellation. A final invoice will be sent on the next billing cycle and must be paid to finalise the process. Up to two further invoices may be issued after the cancellation of a service for delayed charges such as international roaming and other third-party charges.

### **14.2 Porting Your Mobile Number out of Yomojo**

- 14.2.1 When we receive a request from another carrier or service provider to port out your mobile number, provided the authenticity of such a request can be validated, we will process this request in the same manner as a request for cancellation of a Yomojo Service. In this case, your mobile number will not be lost but will be released to the gaining carrier.

14.2.2 All other conditions of service cancellation as per this section apply.

### **14.3 Our Rights**

14.3.1 We reserve the right to cancel your service if:

- (i) we are required to by law;
- (ii) we are required to by a relevant authority;
- (iii) required in an emergency;
- (iv) we feel it is reasonably appropriate in a certain situation;
- (v) your Service has been suspended for more than 14 days;
- (vi) we suspect you are misusing your SIM;
- (vii) we are authorised to do so through a breach of this Agreement;
- (viii) your service has not been used for a tolling outbound event (call, text or data) for a period of at least 90 days

14.3.2 Except in the case of Section 14.2, cancellation will result in the loss of your mobile number.

14.3.3 Once your Service has been terminated, you will no longer be able to use your Service.

14.3.4 If you have more than one Service with us and you are in breach of your Agreement under any Service, we have the right to cancel all of your Services if the breach is not rectified and if there are reasonable grounds for us to believe your continued use of that Service is likely to result in further breach of your Agreement.

## **15 MOBILE PHONE UNLOCKING**

### **15.1 Unlocking Your Phone**

15.1.1 If your mobile phone is locked to your current network you must have it unlocked in order to use our Service, in this case please be conscious of any warranty or contractual obligations of your device. You may be under certain restrictions and obligations if you are terminating a contract with another network. Please read their terms and conditions carefully.

15.1.2 Some phones cannot be unlocked, and we are unable to take responsibility for this restriction.

### **15.2 Risks with Unlocking**

15.2.1 There is a risk of losing critical/personal information which you had stored on your phone, such as phone numbers or photographs. We recommend you backup or save anything you wish to keep on an external source and then place it back on your phone after it is unlocked.

### **15.3 Blackberry Devices**

15.3.1 A Yomojo SIM can be used in a Blackberry device, however your service will be limited to making and receiving calls/SMS. Other services will not work on your Blackberry device, for example, MMS, email and data. We are not able to support these Blackberry services.

## 16 CONDUCT ON OUR WEBSITE/SOCIAL NETWORK CHANNELS

### 16.1 Comment Guidelines

- 16.1.1 You are welcome to share your opinions about Yomojo; however, you must not author comments which are deemed in Yomojo's opinion:
- (i) racist, sexist or homophobic; or
  - (ii) pornographic, obscene, profane or vulgar; or
  - (iii) offensive or bullying to a particular person or group; or
  - (iv) abusive or threatening; or
  - (v) harmful towards a member of the public; or
  - (vi) against the law.
- 16.1.2 You must not use Yomojo's social network channels to:
- (i) Send spam messages
  - (ii) Advertise any products or services

### 16.2 Ownership of Public Comments

- 16.2.1 All comments made on public forums (our website, blog, social media pages etc.) can be traced back to you; we have access to information such as your email address, your name and the date/time you posted the comment.
- 16.2.2 Yomojo will not be held responsible for such content. We reserve the right to delete any posts from our social network channels that are in breach of our policies.

### 16.3 Personal Information

- 16.3.1 Privacy is important to Yomojo, so we strongly advise that you do not provide any personal details, including your phone number, address, and email in any public or community forum within the Yomojo website or on any other publicly accessible forum. When you write a comment, your username is all that will be shown. Adhering to our privacy policy is important because there is very little we can do to assist once your personal information has been published publicly.
- 16.3.2 All information we receive will be treated under the guidelines of our privacy policy.

### 15.3.2 Search Information

- 16.3.3 Before posting a new question, we recommend that you search previous posts within the Yomojo website and social media sites because the answer you want may already exist in a previous discussion. If it's not, please don't hesitate to ask.

### 16.4 Community Standards

- 16.4.1 We love a good discussion and welcome debate amongst our community, but any abusive behaviour or personal attacks towards Yomojo or other members will not be tolerated.
- 16.4.2 We acknowledge criticism of Yomojo and its products, services, policies and performance, but we will not accept unreasonable misrepresentation of

Yomojo. Any content that would potentially place us (or you) in legal jeopardy will be immediately removed and reported. This includes material or links posted in potential breach of trademark or copyright, any material that has been illegally downloaded or purchased, potentially defamatory comments, and includes offensive profile pictures that contain profanities or indecent imagery.

- 16.4.3 Do not post anything which may contain a virus, or links and information from unsafe websites.
- 16.4.4 All participants are required to treat other members and Yomojo staff with respect. Do not mock previous comments or any answers from staff. We insist our staff treat our members with respect and dignity, and we expect the same from our members.
- 16.4.5 You must not make unsolicited use of other members' personal information. A breach of these guidelines will have a direct result on your profile. We will edit or delete offending comments and/or the rest of the post or thread whether valid or not.
- 16.4.6 We may, at our discretion, suspend offenders from our network for a period of time ranging from 24 hours to a permanent ban. If a serious breach of these guidelines is reported, we may also be obliged to take legal action.
- 16.4.7 We reserve the right to take action in any disagreement or argument and will take action proportional to the offense.

## **16.5 Reporting Bad Behaviour**

You have the right to report anything they feel is inappropriate or offensive. To do this, contact our Customer Service team and state a valid reason for the complaint.

# **17 COMMISSIONS**

## **17.1 Payments to third-parties**

- 17.1.1 You agree that we can pay commissions to specific agents or other parties who introduce you to us or help us make this agreement with you as a Yomojo member.

# **18 GST**

## **18.1 Pricing and GST**

- 18.1.1 All prices are shown in Australian dollars and are inclusive of GST unless otherwise stated.

# **19 GENERAL**

## **19.1 Information and Governing Law**

- 19.1.1 If you have any further questions or inquiries about these policies or their application, please contact us using the methods listed in Section 20.
- 19.1.2 These terms and conditions are governed by the Commonwealth of Australia and all laws in your state or territory.
- 19.1.3 All Yomojo staff and members must follow these terms and conditions and comply with the laws of the Commonwealth of Australia and its states and territories.

## **20 CONTACTING US**

### **20.1 Contact details**

- 20.1.1 Yomojo Pty Ltd  
Phone: 1300 YOMOJO (1300 96 66 56)  
International: +61 02 8089 1602  
Email: [support@yomojo.com.au](mailto:support@yomojo.com.au)  
Website: [www.yomojo.com.au](http://www.yomojo.com.au)  
Facebook: [www.facebook.com/Yomojo](http://www.facebook.com/Yomojo)