



General Terms for Standard Form of Agreement

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1 ABOUT THESE TERMS AND CONDITIONS

1. These Terms and Conditions and the Standard Form of Agreement

- (a) These Terms and Conditions form Yomojo's Standard Form of 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 set out in the Service Description (*Services*) and the use of the Services by you.
- (b) The Agreement commences when we accept your Application which Application can be completed online, in printed form or by phone,
- (c) The documents comprising the complete Agreement are:
 - (i) your Application;
 - (ii) these Terms and Conditions,
 - (iii) relevant Service or Product Terms and Conditions,
 - (iv) relevant Service Descriptions,
 - (v) the Pricing Table, and
 - (vi) the Fair Use Policy
- (d) If there is inconsistency between any document comprising the Agreement, the document listed earlier in Section 1.1 (c) will take priority.

2. Agreeing to Our Terms and Conditions

- (a) By submitting your Application to Yomojo and agreeing verbally or by clicking the checkbox to accept Yomojo's Terms and Conditions, you are agreeing to the 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 it.
- (b) 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.
- (c) You agree that any person you allow to use the Service will comply with the Agreement as if they were you. This includes, but is not limited to, charges resulting from the use of the Services and actions taken by family members or employees who are granted access to your Yomojo account via a computer or mobile device.

2 PERSONAL INFORMATION

1. Your information

- (a) You warrant that the information you provide to us is true and correct.
- (b) In order to become a customer of Yomojo, you must provide us with current and valid information about yourself. We may directly or indirectly verify this information after sign-up to ensure that the details provided are correct. We may decide to not complete activation of, or we may suspend, a Service where we are unable to validate your information.

2. Use of your information

- (a) We will collect and use any personal information about you in accordance with applicable laws, and

our privacy policy (as amended from time to time). Our privacy policy is available on our website.

- (b) 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.
- (c) 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.
- (d) 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.

3. Australian Law

- (a) 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 a Service.
- (b) 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 a Service.
- (c) 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.

4. Legal Requirements

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:

- (a) Emergency Services;
- (b) Law enforcement agencies;
- (c) Government agencies; and
- (d) The operator of the Integrated Public Number Database (*IPND*).

5. Yomojo as credit provider

Where Yomojo will be or will under the Privacy Act 1988 (Cth) be considered to be a credit provider to you in relation to the Agreement, the following provisions will apply:

- (a) we may give information about you to a credit reporting agency for the following purposes:
 - (i) to obtain a consumer credit report about you; and/or
 - (ii) to allow the credit reporting agency to create or maintain a credit information file containing information about you.
- (b) such information is limited to:
 - (i) identity particulars such as your name, sex, address (and the previous two addresses), date of birth, name of employer and driver's licence number;
 - (ii) your application for credit or commercial credit and the fact that you have applied for credit and the amount;
 - (iii) the fact that we are a current credit provider to you;
 - (iv) loan repayments which are overdue by more than sixty (60) days and for which debt collection action has started;
 - (v) advice that your loan repayments are no longer overdue in respect of any default that has been listed;
 - (vi) information that, in our opinion, you have committed a serious credit

infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
 (vii) dishonoured cheques - cheques drawn by you which have been dishonoured more than once.

(c) you agree that:

- (i) we may obtain information about you from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing your application for consumer credit;
- (ii) we may obtain a consumer credit report containing information about you from a credit reporting agency for the purpose of assessing your application for commercial credit;
- (iii) we may exchange information about you with those credit providers named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (A) to assess an application by you for credit;
 - (B) to notify other credit providers of a default by you;
 - (C) to exchange information with other credit providers as to the status of the loan where you are in default with other credit providers; and/or
 - (D) to assess your credit worthiness; and
- (iv) the information exchanged may include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth).

6. Changing Details

Your personal details can be updated through the Yomojo website. 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.

7. Promotions and Marketing

- (a) 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.
- (b) 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 the Agreement.

8. Authorised Representative

- (a) An authorised representative can be added to your account to act as your proxy and manage your account. In order to add an authorised representative, we require you to supply their full name and email address to our Customer Services team to register your chosen person and validate their access to make changes on your behalf.
- (b) 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

1. Notifying you about changes

We may give you notice in writing of a change to the Agreement by:

- (a) delivering notice of the change to you by mail; or
- (b) sending the notice to your email address (if you have agreed to communication by email); or
- (c) by including a message or insert in an invoice sent to you; or
- (d) (in the case of a pre-paid Service) by posting the information on our website and informing you through a recorded message, text message or in writing) of how to obtain the information.
- (e) we may vary a fixed-term agreement even if the variation affects you so long as it complies with the provisions of the Telecommunications Legislation, if the change is:
 - (i) required by law;
 - (ii) in relation to the cost of international services or roaming;
 - (iii) in relation to a fee or charge to account for a tax imposed by law;
 - (iv) in relation to a fee or charge for a service ancillary to the supply of the Service provided that if the change affects you, we offer you a right to cancel the Service without incurring fees or charges other than Accrued Charges;
- (f) to increase the price of a content or premium service (where the supplier who supplies the content service or premium service to us to allow supply of the Service increases the price they charge us for the content service or premium service) provided that if the change affects you, we:
 - (i) give you reasonable notice of the increase in price if you have used the content or premium service within the previous six (6) months; and
 - (ii) allow you to elect to not use the content or premium service without attracting any additional charges;
- (g) as a result of another carrier or service provider varying the agreement we have with it in relation to a carriage service and as a result we need to make changes to the Agreement, provided that if the change affects you, we give you:
 - (i) notice in writing of the change; and
 - (ii) forty-two (42) days from the date of the notice in which you may cancel the Service without incurring fees or charges other than Accrued Charges.
- (h) The Agreement is available at any time on our website.

2. Assigning the Agreement to a Third Party

- (a) We may assign some or all of our rights under the Agreement (where those rights are assignable) to any person, without notice and without your consent.
- (b) We may, without your consent, novate the Agreement to another person on terms no less favourable to you than under the Agreement at the time immediately prior to the novation. You will be

given notice by us or by the other party of this circumstance occurring.

- (c) 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.
- (d) 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. Assigning your Responsibilities to a Third Party

- (a) You may assign your rights under the Agreement (where those rights are assignable) so long as you have our prior written consent.
- (b) You may transfer your obligations under the Agreement if the person to whom you are transferring the obligations:
 - (i) is a consumer,
 - (ii) provides satisfactory proof of identification,
 - (iii) meets the eligibility criteria for the Service, and
 - (iv) the Service is available at the location where they wish to acquire the Service.

4 YOUR RIGHTS

1. Entitlements

By law you are entitled to certain rights. Our terms and conditions comply with these laws including:

- (a) the Telecommunications Legislation;
- (b) Fair Trading Legislation and regulations in your State or Territory; and
- (c) Industry codes registered with the Australian Communications and Media Authority

2. Extra Information

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

1. Payment Method

- (a) 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.
- (b) We will securely store your payment details for payments and purchases from Yomojo.
- (c) 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.
- (d) We do not take responsibility for any loss, damage, delays or costs incurred as a result of invalid

payment details or declined payment transactions.

2. Billing Services

- (a) Your bill will detail all Service usage charges, Plan charges and any additional charges accrued within the billing period.
- (b) 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.
- (c) You will be charged excess rates (**Excess Rates**) for any usage that has exceeded the Plan allowance, or for Services not included in the Plan such as international roaming.
- (d) Bills will not include detailed usage history for call/SMS/data usage events. This information can be accessed via our website or mobile app.
- (e) 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.
- (f) The billing day is determined by the day in a month on which the 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 1st (and then again on December 31st).
- (g) The bill provided as a PDF constitutes a tax invoice for the 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.

3. Late Payment

If you do not pay the invoice by the date the payment is due, we may:

- (a) charge you a late fee which is payable until all outstanding amounts are paid;
- (b) require you to provide reasonable security to us to secure the payment of future amounts due under the Agreement;
- (c) suspend or cancel the Service, in accordance with clauses 11 or 12 as relevant or the relevant Service Description. If we suspend or cancel the Service, we may charge you a suspension fee, cancellation fee and/or reconnection or reactivation fee as set out in the Agreement. Reconnection or reactivation of the Service is subject to payment of the reconnection or reactivation fee;
- (d) engage a mercantile agent to recover the money you owe us and charge you a recovery fee;
- (e) institute legal proceedings against you to recover the money you owe us and recover from you our legal costs; and/or
- (f) on-sell any unpaid amounts to a third party.

4. Tax

Unless otherwise indicated, the fees and charges set out in the Agreement include any amount on account of tax. Where

the fees and charges do not include an amount on account of tax and tax is payable by us in relation to, or on any supply under or in connection with the Agreement, we will increase the tax exclusive fees and charges by an additional amount on account of the tax. You must pay the additional amount at the same time you pay the fees and charges.

5. Delivery of Your Bill

- (a) 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.
- (b) Previous bills can be provided on request through our Customer Service team. Yomojo may charge a fee for this service.

6. Other Fees & Charges

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 and that payment request has been declined by your financial institution. Our Pricing Table sets out our rates and details on all additional charges.

6 USING OUR SERVICE

1. Your Responsibilities When Using Our Service

- (a) 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 any SIM issued to you remains the property of Yomojo and is provided under a licence.
 - (viii) where we provide a mobile service, 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.
- (b) 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 and you must immediately cease whatever has been complained about. Furthermore, if we request, you must provide us with the details of the claim.

2. Service Activation

- (a) 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 orderly processing and delivery of your SIM card (where applicable). We will advise you of the activation date as part of the sign-up process.

- (b) 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.
- (c) 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.

7 EQUIPMENT

- 1. If applicable, you must ensure that all additional equipment connected from the NTD used in connection with the Service and the way you use that equipment complies with:
 - (a) all laws
 - (b) all directions by a regulator;
 - (c) all notices issued by authorisation of or under law;
 - (d) reasonable directions by us; and
 - (e) adhere to any 'End User Gateway Minimum Requirements' with respect to connectivity, in particular;
 - (i) That the customer uses a suitable 100/1000 BASE-T WAN interface that is configured by the end user that supports IPoE.

failing which we may disconnect the equipment from the Service upon giving you reasonable notice or with no notice in the event of an emergency.

- 2. In relation to equipment:
 - (a) any Yomojo/Carrier owned equipment remains Yomojo's/Carrier's property;
 - (b) you are responsible for any Yomojo owned equipment from the time when you receive it;
 - (c) you must not mortgage or grant a charge, lien or encumbrance over any equipment owned by us;
 - (d) you may purchase equipment from us to use in connection with the Service. In such event, you will own the equipment and be responsible for the equipment from when you receive it.

3. You must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the Service and located on the premises.
4. Unless otherwise agreed between the parties, you must allow our personnel (and no other person) to service, modify, repair or replace any equipment owned by us.
5. You are responsible for any lost, stolen or damaged equipment owned by us, except where caused by us or our personnel.
6. You will be responsible for any outstanding payments for equipment that you have purchased from us, even when that equipment is lost, stolen or damaged.

8 NETWORK MAINTENANCE, FAULT REPORTING AND RECTIFICATIONS

1. We may conduct maintenance on our network and maintenance may be conducted on a supplier's network used to supply the Service. We will endeavour to conduct scheduled maintenance on our network outside normal business hours.
2. We will provide a 24 hour fault reporting service for you to report faults. Before you report a fault to us, you must take all reasonable steps to ensure that the fault is not caused by any equipment that is not owned by us.
3. You must provide all reasonable assistance to enable us or our personnel, or where necessary a supplier or supplier's personnel, to investigate and where applicable repair a fault including providing them with adequate and timely access to your premises. For residential and business customers this is up to the Network Boundary Point (NBP) or Main Distribution Frame (MDF) whichever is relevant for the premises
4. You are responsible for ensuring permission is in place with the landlord of the property where the installation is to occur and accepts any costs associated with any installation works required after the boundary point.
5. We will repair faults within our network used to supply the Service. Unless the Service Description expressly provides otherwise, we are not responsible for repairing any fault in the Service where the fault arises in or is caused by:
 - (a) a supplier's network;
 - (b) equipment that is not owned by our fibre carrier; or
 - (c) facilities outside our network.
6. Where:
 - (a) a fault arises in or is caused by a supplier's network;
 - (b) we become aware of the fault; and
 - (c) we are not responsible for the repair of that fault.

we will notify the supplier of the fault and request that the fault be corrected promptly, but we will not bear any further liability or responsibility.
7. Where a fault arises in or is caused by equipment that is not our owned equipment, we are not responsible for the repair of that fault. Nevertheless:
 - (a) if you ask us to investigate a fault or ask us to request a supplier to investigate a fault, we will give you an estimate of the probable cost of such investigation and obtain your agreement to bear

those costs before undertaking or arranging an investigation and using reasonable endeavours to identify and inform you of the probable cause of the fault; and

- (b) if you request us to repair the fault and we agree, we will give you an estimate of the probable cost of repairing the fault and obtain your agreement to bear those costs before carrying out the repair.
8. If we investigate a fault and determine that the fault is attributable to a breach of the Agreement by you, a negligent or fraudulent act or omission by you or any of your personnel or a failure of any of your equipment and/or premises, you must pay the costs incurred by us in investigating the fault.

9 COMPLAINT HANDLING

1. Our guarantee
 - (a) 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.
 - (b) 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.
 - (c) 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), the Australian Communications and Media Authority and the Department of Fair Trading.
2. **Means to file a complaint**
 - (a) 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, chatting with us online at www.yomojo.com.au or calling us on 1300 YOMOJO (1300 966 656).
 - (b) 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.
 - (c) Options to contact our Customer Service team as well as hours of operation can be found at: https://yomojo.com.au/contact_us/
 - (d) 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.
 - (e) 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.

3. Resolution

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 agree otherwise or have not accomplished a prerequisite step that is needed for us to be able to proceed.

4. Urgent complaints

- (a) Your complaint will be treated as urgent if:
 - (i) you have advised that you are experiencing Financial Hardship under our Financial Hardship Policy and the issue you are complaining about directly contributes to your Financial Hardship, 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.
- (b) 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.

5. Customer satisfaction

- (a) 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 dealt with urgently.
- (b) 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.

- (b) 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.
- (c) 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 the 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.

11 SUSPENSION OF A SERVICE

- (a) 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 or other illegal activity by you or another person in connection with the Service;
 - (vi) if you fail to make a payment as and when due;
 - (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;
 - (xi) if you die or in the case of a company, an application is made to wind you up or there is any other insolvency event affecting you;
 - (xii) if it is necessary to allow us or a supplier to repair, maintain or service any part of our network or a supplier's network used to supply the Service;
 - (xiii) if problems are experienced interconnecting our network with any supplier's network used to supply the Service;
 - (xiv) if we reasonably suspect fraud or other illegal activity by you or another person in connection with the Service;
 - (xv) if we reasonably determine that it is not technically or operationally feasible or commercially viable to supply the Service to you;
 - (xvi) if we form the view that you have been using the Service directly or indirectly in inappropriate activities including purposes which are:
 - (A) racist, sexist or homophobic; or
 - (B) pornographic, obscene, profane or vulgar; or
 - (C) offensive or bullying to a particular person or group; or
 - (D) abusive or threatening; or
 - (E) harmful towards a member of the public; or
 - (F) against the law; or
 - (G) to send spam messages; or

10 LIMITATION OF LIABILITY

- (a) We cannot be held responsible for any deletion or corruption on your device, unless the problem can be directly linked back to our Service.

- (H) to advertise any products or services.
- (b) You may request us 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 in the case of a mobile service. Your Service will remain suspended until you advise us to resume the Service or a pre-agreed time period has elapsed. We are under no obligation to agree to the temporary suspension of your Service.
- (c) 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, in the case of a mobile service, 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.
- (d) If you have more than one Service with us and you are in breach of the Agreement in respect of one 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 the Agreement.
- (e) If we suspend your Service, we may later cancel the Service for the same or a different reason.
- (f) If the Service is suspended, you will have to pay access fees for the Service while it is suspended.
- (g) If the Service is suspended and the suspension was not as a result of circumstances attributable to you or equipment not owned by us, you may be entitled on request to a refund or a rebate of any access fees for the period of suspension as stated in the Agreement or under the law.
- (h) If the Service is suspended as a result of circumstances attributable to you, you may have to pay us a suspension fee.
- (i) If you wish to reactivate the Service at any time after suspension you may make a request to us provided that if the Service is suspended as a result of circumstances attributable to you and we reactivate the Service, you may have to pay us a reconnection or reactivation fee.

- (e) 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.

2. **Our Rights**

- (a) We reserve the right to cancel your Service at any time 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) in the case of a mobile Service, we suspect you are misusing your SIM;
 - (vii) we are authorised to do so through a breach of the 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;
 - (ix) we reasonably suspect fraud or other illegal activity by you or another person in connection with the Service; or
 - (x) we reasonably determine that it is not technically operationally feasible or commercially viable to supply the Service to you.
- (b) In the case of a mobile Service, cancellation may result in the loss of your mobile number.
- (c) Once your Service has been terminated, you will no longer be able to use your Service.
- (d) If you have more than one Service with us and you are in breach of the Agreement with respect to one 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 by you of the Agreement.

3. **Consequences of Cancellation**

If the Service is cancelled:

- (a) you are liable for any charges incurred (including the Early Termination Charges and outstanding Equipment Charges, if any as set out in the Agreement) up to, and including, the Cancellation Date;
- (b) you authorise us to apply any over payment on your account and/or money that you have paid in advance for the Service which is being cancelled to pay for any undisputed outstanding charges (including the Early Termination Charges and outstanding Equipment Charges, if any as set out in the Agreement);
- (c) subject to clause 11.3(b) and unless otherwise set out in the Service Description, we will refund any over payment on your account; and
- (d) if you are required under the Service Description to pay for the Service by direct debit payment (either from your nominated bank or credit card account), you authorise us to debit any undisputed outstanding charges (including any Early Termination Charges and outstanding Equipment

12 CANCELLING YOUR SERVICE

1. **How to Cancel**

- (a) You have the right to cancel your Service at any time, including if you do not wish to renew a Service at the end of a fixed term. If you wish to cancel your Service, you must contact us in writing or via telephone.
- (b) 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.
- (c) A Service is not considered cancelled until we confirm with you via email that the Service has been successfully cancelled.
- (d) Any remaining credit and/or unused Plan allowance will be forfeited once the Service has been cancelled or ported to another service provider.

Charges, if any as set out in the Agreement) from your nominated bank or credit card account;

4. Reinstatement

If you wish to reinstate the Service at any time after cancellation you may make a request to us provided that if the Service is cancelled as a result of circumstances attributable to you and we reinstate the Service, then you may have to pay us a reconnection or reactivation fee.

5. Early Termination Charge

An Early Termination Charge (*ETC*) is payable if you wish to cancel your Service within any minimum contract term. The ETC will be pro-rated by the number of months remaining in the minimum contract term period. You may cancel the Service at any time by giving us thirty (30) days' notice (including if you do not wish to continue to use the Service after the end of the minimum term of a fixed-term agreement). E.g. You cancel a 12 month contract at \$100 with 3 months remaining after the notice period end would be calculated as \$1200 divided by 12 months times 3 months. This would amount to an ETC of \$300 including GST

13 COMMISSIONS

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

14 GST

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

15 INFORMATION AND GOVERNING LAW

- (a) If you have any further questions or inquiries about the Agreement or our policies or their application, please contact us using the methods listed in Section 16.
- (b) The Agreement is governed by the laws of the Commonwealth of Australia and all laws in your State or territory.
- (c) All Yomojo staff and members are bound by the Agreement and must comply with the laws of the Commonwealth of Australia and its States and Territories.

16 CONTACTING US

Contact details for Customer Services team:

Yomojo Pty Ltd

Phone: 1300 YOMOJO (1300 96 66 56)

International: +61 02 8089 1602

Email: support@yomojo.com.au

Website: www.yomojo.com.au

Facebook: www.facebook.com/Yomojo

17 DEFINITIONS AND MEANINGS

In these Terms and Conditions the following words have the meaning set out below unless the contrary intention clearly appears:

Accrued Charges means all charges and fees (including usage charges and access fees) incurred by you to the date on which you notify us of the cancellation of a Service and any outstanding amounts to cover installation costs or Equipment Charges where equipment we own can be used by you in connection with services provided by any third party.

Application means an application made by you for the provision of Services by us, either by:

- (a) a form (online or printed), approved by us; or
- (b) a phone application with us.

Cancellation Date means:

- (a) the date thirty (30) days after you notify us that you wish to cancel the Service, unless we agree otherwise;
- (b) the date at least thirty (30) days after we notify you that we will be cancelling the Service; or
- (c) as otherwise set out in the Agreement.

Competition and Consumer Act means *Competition and Consumer Act (2010) (Cth)*.

Early Termination Charge has the meaning set out in clause 12.5.

Equipment Charge means any payment to us for use of our equipment.

Excess Credit has the meaning set out in Annexure A under the heading *Mobile and Excess Rates*.

Excess Rates has the meaning set out in section 5(2)(c).

Fair Use Policy means our policy from time to time as set out on our website.

Financial Hardship has the meaning set out in our Financial Hardship Policy.

Financial Hardship Policy means our policy from time to time on Financial Hardship set out <https://yomojo.com.au/terms-policy/>.

NTD means a Network Termination Device installed on the day of activation for fixed internet access

Personal Information means information about you from which your identity is apparent or can reasonably be ascertained. Personal information includes your name, address and other details (including, for example, numbers called, time of call and locations of call) and your personal or commercial credit rating.

Pricing Table means our pricing table from time to time published on <https://yomojo.com.au/terms-policy/>.

Priority Assistance means services offered to persons who are diagnosed with a life-threatening medical condition with a high risk of rapid deterioration to a life-threatening situation and where access to a Service would assist to remedy the life threatening situation.

Service means the service, as described in the Service Description, and any related goods (including equipment) and ancillary services provided or to be provided by us to you in connection with that service.

Service Description means the Service provided by us to you set out in the Annexure.

Service Start Date for the Service means the date on which we start supplying that Service to you as will be notified by us to you after acceptance of an Application.

SIM means the subscriber identity module card, which the network owns, but is provided to you to be placed into your mobile phone to enable you to access your mobile Service.

Telecommunications Legislation means the *Telecommunications Act 1997 (Cth)*, the *Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)* and Part XIB, Part XIC and related provision of the *Competition and Consumer Act*.

TIO means the Telecommunications Industry Ombudsman.

Annexure A: Service Description

This Service Description applies to Yomojo SIM only Pre-Paid Mobile Voice Plans including the associated Data and International Direct Dial (IDD) Bolt-on's and Pay As You Go (PAYG) credit top-up's that are purchased on or after 1 September 2021 and that are provided via parts of the Optus 3G, 4G and 5G Mobile Network.

1 MOBILE PLANS & EXCESS RATES

1. Plans

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.

Plans have a 30-day expiry unless otherwise stated and will automatically renew on expiry.

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.

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.

You can change your Plan whenever you like. However, any changes made will take effect at the next Plan renewal date.

Where no active Plan exists at the time of effecting a change, that Plan will take effect immediately.

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.

2. Prepay Service Plans

Plans are charged and must be paid for upfront at the time of either being added to your Service or renewed on your Service.

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.

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.

3. Monthly Billing Service Plans

Monthly Billing Service Plans work the same as Prepay Services Plans as described above 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 2(e) for information on Monthly Billing.]

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.

4. Excess Rates and Excess Credit

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 Services and Monthly Billing Services.

For Prepay Services (only), you must provide an excess credit balance (**Excess Credit**) which will have 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.

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.

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.

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.

5. International Roaming

For International Roaming:

- (a) should you use a Yomojo provided mobile telephone Service outside a connection area served by the parts of the Optus Network that are used to deliver the Service, then you specifically agree that the charges applied to usage made outside the coverage area will be different, and almost certainly much higher than those for calls made within the coverage area.
- (b) these rates are known as **Global Roaming Rates**. Global Roaming Rates are subject to many variables. Variances will largely depend on what the international Roaming carrier may charge. These charges could be high call, message or data rates.
- (c) Yomojo is in no way able to control these originating Global Roaming Rates and therefore cannot be liable for any Roaming usage that may be regarded as excessive in charge nor can Yomojo make any assessment of what such call charges may be in advance of receiving the charge from the international Roaming carrier concerned.
- (d) you must ensure that you have sufficient Pay As You Go (PAYG) credit balance on your Service to ensure you can make the call, SMS/MMS message or data usage that you wish to make whilst Roaming.
- (e) international Roaming is available only in the selected countries. You should ensure that you are familiar with the Yomojo International Roaming rates available online prior to travelling overseas.
- (f) so you can use your phone overseas, Yomojo has disabled International Roaming by default. You may enable or disable the usage of Voice Calls, SMS/MMS and data individually when Roaming overseas to limit your use and cost of these Service elements via the Yomojo App or web portal.
- (g) a positive PAYG credit balance in your Mobile Plan is required to use international Roaming. The charges to send SMS/MMS, make and receive standard calls, as well as using data when Roaming are higher and will vary for each applicable country.

6. Free Yomojo Voice

Making calls from your Service to another Yomojo Service is known as a **Yomojo Voice** call. Plans may include a Yomojo Voice allowance.

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.

2 MOBILE FAULTS

1. Network Maintenance

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.

2. Faulty SIM Cards

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.

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.

3. Porting Your Mobile Number out of Yomojo

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.

All other conditions of Service cancellation as per this section apply.

3 MOBILE PHONE UNLOCKING

1. Unlocking Your Phone

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.

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

2. Risks with Unlocking

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.

4 MEMBER GET MEMBER PROGRAM

1. Credits

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.

A new member can only receive one referral credit.

For the referee to qualify as an eligible referral for the program, the referee must:

- (a) not be an existing Yomojo member or previous member within the last 12 months
- (b) have been referred to Yomojo by an existing active Yomojo member
- (c) sign up online through the Yomojo website using the existing member's unique online referral code or number; and
- (d) activate their Yomojo SIM.

SIMs purchased through retail outlets are not considered to be an eligible referral for this promotion.

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.

Self-referrals are not valid in the promotion.

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.

The Member Get Member promotion is not intended to be available with any other offer or promotion.

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, 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.

2. Family Bundles

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.

To receive the Family Bundle discount, each Service must sign up as part of a Family Bundle on a single Yomojo account.

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.

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.

The full, non-discounted Plan price will be charged for purchase or renewal where the qualifying criteria is not met at that time.

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.

Family Bundle discounts cannot be retrospectively applied.

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.

5 FAIR USER POLICY

The Yomojo Fair Use Policy does apply to the Service. See <https://yomojo.com.au/terms-policy/> for the policy.