Yomojo®

General Terms for Standard Form of Agreement

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1 ABOUT THESE TERMS AND CONDITIONS

1.1 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.

1.2 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

2.1 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.

2.2 Use of your information

a. We will collect and use any personal information about you in accordance with applicable laws, our Privacy Policy and our Credit Reporting Policy. Both are available at https://www.yomojo.com.au/terms. They explain how we handle your information. They are not part of the Agreement, and we may update them from time to time.

b. We may collect and use personal information provided by you, or we may collect and use personal information about you from a credit reporting body or from a business that provides commercial credit information. We do not collect information about you from other credit providers.

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.

2.3 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.

2.4 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***).

2.5 Yomojo as credit provider

Where we supply a Service on credit, meaning you can use the Service before you pay for it, we are a credit provider under the Privacy Act 1988 (Cth) and the following provisions apply. Our Credit Reporting Policy sets out the detail, including the credit reporting body we deal with and how to contact it, how you can access or correct your credit information, and how to complain:

a. we may give information about you to a credit reporting body for the following purposes:
    i. to obtain a credit report about you; and/or
    ii. to allow the credit reporting body to create or maintain credit reporting information about you.
b. that information is limited to:
    i. identification information, such as your name, date of birth and current and previous addresses;
    ii. the fact that you have applied for credit, and the amount;
    iii. default information, being an amount of $150 or more that is at least 60 days overdue, and only after we have sent you two separate written notices;
    iv. information that a default has since been paid; and
    v. information that you have committed a serious credit infringement as defined in the Privacy Act 1988 (Cth), for example by acting fraudulently.

    We do not disclose repayment history information. We will not disclose a default while a complaint about the amount is open or while a request for payment assistance is being assessed.
c. subject to the Privacy Act 1988 (Cth), our Credit Reporting Policy and any notice or consent required by law:
    i. we may obtain information about you from a business which provides information about commercial credit worthiness, for an assessment permitted by law;
    ii. we may obtain a credit report about you from a credit reporting body to assess your application for consumer credit. We will tell you before doing so. If we seek consumer credit reporting information about an individual for a commercial credit application, including a sole trader, director or guarantor, we will first obtain and record that individual's express consent;
    iii. we may give information about you to debt collection and credit management providers acting for us, only where the law permits, to recover an amount you owe us.
d. we will tell you before we carry out a credit assessment. Acceptance of these Terms and Conditions does not replace any separate express consent required under clause 2.5(c)(ii) or applicable law.
e. we may set a credit limit for your Service, or require security or that you take a prepaid Service instead, based on a credit assessment or your payment history with us. Clause 2.8 deals with declining an Application.

2.6 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 take reasonable steps to keep it secure, as our Privacy Policy explains.

2.7 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.

2.8 Accepting your Application

a. We may decline your Application at our sole discretion. For example, we may decline it if you have previously left an amount unpaid, committed fraud, given false information or falsified a document, misused a promotion or breached an agreement with us, or if we consider that supplying the Service would create an unacceptable credit, security or fraud risk.
b. We may cancel an order for any of these reasons at any time before the Service is activated.

c. If we decline your Application or cancel your order, we will tell you, refund anything you have paid for that Service, and tell you how to contact us or make a complaint. We may not be able to tell you the reason, for example where it relates to fraud prevention.

d. Once your Service is activated, we may only suspend or cancel it under clauses 11 and 12.

2.9 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

3.1 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.

3.2 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.

3.3 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:

iii. is a consumer,

iv. provides satisfactory proof of identification,

v. meets the eligibility criteria for the Service, and

vi. the Service is available at the location where they wish to acquire the Service.

4 YOUR RIGHTS

4.1 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

4.2 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 (https://www.tio.com.au) for further information about your rights in regard to the telecommunications industry.

5 BILLING AND PAYMENTS

5.1 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.

5.2 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.

5.3 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;

e. institute legal proceedings against you to recover the money you owe us and recover from you our legal costs.

5.4 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.

5.5 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.

5.6 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

6.1 Your Responsibilities When Using Our Service

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

vii. the law,

viii. relevant authorities,

ix. our Agreement,

x. you must not resell, distribute or reproduce any aspect of the Service,

xi. you must not act as a carrier of this Service (stated in the *Telecommunications Act* 1997),

xii. that we or our network supplier may block numbers if needed for operational or commercial reasons (not emergency numbers),

xiii. that any SIM issued to you remains the property of Yomojo and is provided under a licence.

xiv. where we provide a mobile service, you will contact us immediately if your phone is lost or stolen,

xv. 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.

6.2 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 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;
    e. if equipment is supplied on a subsidised basis, or we credit its price to you over a period, the Critical Information Summary, Service Description or Service Order will set out who owns it, the period, and the amount or method of calculating anything payable if the Service ends early. That amount must reduce as the period runs, and we will not recover the same equipment cost or subsidy twice, including through an Early Termination Charge;
    f. if you keep equipment that we credit to you over a disclosed period, the uncredited balance is an equipment purchase balance under this clause 7, not an Early Termination Charge. It remains payable if you cancel, including under clause 3.1, but not if we cancel for a reason not attributable to you under clause 12.3(e).
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

9.1 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 making a complaint or for handling it.

9.2 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 https://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://www.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.

f. Complaints about how we handle your personal information or credit information can also be sent to privacy@yomojo.com.au, and are handled under our Privacy Policy or Credit Reporting Policy. If you are not satisfied with our response, you can also contact the Office of the Australian Information Commissioner on 1300 363 992 or at https://www.oaic.gov.au.

9.3 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.

9.4 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.

9.5 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.

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.

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
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 is inactive if it has no active Plan and, for 90 days, it has not incurred any charged outbound usage (e.g. making a call, sending an SMS or using data) and no top up or payment has been made for it. We may cancel an inactive Service under clause 12.2 after giving you at least 30 days' written notice, which, in the case of a mobile service, will result in the loss of your mobile number unless it has been ported. Any remaining unexpired purchased Excess Credit is dealt with under clause 12.1(f). 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.

j. If we have set a credit limit for your Service and told you about it, we may restrict the Service when your unbilled charges reach that limit, so that further chargeable usage is blocked until you make a payment, or until we agree a payment arrangement with you or an arrangement under our Financial Hardship Policy. We will tell you when the limit is reached. A restriction under this clause does not block calls to emergency services or to us.

12 CANCELLING YOUR SERVICE

12.1 How to Cancel

a. You may request cancellation of your Service at any time, including if you do not wish to renew it at the end of a fixed term, by email, chat, telephone or through our online cancellation facility where one is available for your Service. Contact details are set out in clause 16. We may carry out reasonable checks of your identity and authority, but will not require you to switch to another channel solely to cancel.

b. Unless a notice period applies to your Service under clause 12.1(c), you do not need to give a period of notice. You may nominate a Cancellation Date, including a date before the end of your current monthly service period. If you do not nominate a date, we will treat your request as a request to cancel as soon as reasonably practicable. We will explain any applicable notice requirement and give you the option of ending the Service at the end of the current period rather than earlier. We will not defer a valid request solely to the next billing cycle.

c. For a Business Service, you must give us at least 30 days' notice of cancellation where that notice period is disclosed in the Critical Information Summary, Service Description or Service Order for that Service. You may nominate a Cancellation Date at least 30 days after your valid request, unless we agree to a shorter period, and charges for the Service continue until the Cancellation Date. This notice period does not apply to our consumer Services, or where law or the Agreement entitles you to cancel without that notice.

d. We will record your cancellation request promptly and confirm its effective date in writing. The Cancellation Date does not depend on when we send that confirmation. We will not charge additional amounts arising from a delay caused by us in processing a valid request, including an additional monthly Plan fee triggered solely by that delay.

e. If you voluntarily cancel a postpaid Service before the end of its current monthly service period, the full monthly Plan fee for that period remains payable. We do not give a pro rata refund or reduction solely because you choose to cancel early. The Service ends on the Cancellation Date, and you do not have to remain connected until the period ends. The relevant period is the period covered by the monthly Plan fee, not the invoice date or payment due date. For a prepaid Plan, the fee for its current Plan period is payable in full unless your Service Description or Critical Information Summary provides otherwise. These rules do not limit a refund, credit, fee waiver or other remedy under law or another provision of the Agreement, including clauses 3.1, 4.1 and 11(g).

f. On cancellation or port out, we will refund the unused and unexpired purchased portion of your PAYG or Excess Credit if you ask us to within 12 months after the Cancellation Date, subject to the offset of valid, undisputed charges under clause 12.3(b). If we cancel your Service, our notice will tell you how to ask for that refund. Promotional Credit remaining in the balance, including Refer-a-Friend bonuses, is not redeemable for cash and is excluded from the refund. We will not deduct promotional amounts that have already been used from your remaining purchased balance. Credits correcting an overpayment or giving effect to a refund or other agreed remedy are not Promotional Credit. Unused included Plan allowances expire when the Service ends and are not purchased PAYG or Excess Credit. This does not limit any statutory remedy.

g. We will issue a final invoice in the next billing cycle. Valid outstanding charges remain payable after cancellation, but paying the final invoice is not a condition of cancellation. Up to two further invoices may be issued for delayed charges, such as international roaming or third party charges. We will not charge for use or access after the Cancellation Date, except for the current period Plan fee described in clause 12.1(e) and any other valid charge expressly permitted by the Agreement.

12.2 Our Rights

a. Subject to clause 4.1, we may cancel your Service only on the following grounds, after giving at least the notice stated and any longer notice the law requires:

   i. immediately, if we are required to by law or by a relevant authority;

   ii. immediately, if cancellation is necessary in an emergency and suspension or another reasonable protective measure is not enough;

   iii. after at least 5 working days' written notice, if your Service has been suspended for more than 14 days because of an unpaid amount or a material breach, and the reason remains unresolved at the end of the notice period. A suspension that is not caused by you is not a ground under this paragraph;

   iv. after at least 5 working days' written notice, if you have materially breached the Agreement, including by misusing your SIM or Service, and have not remedied the breach within the reasonable period stated in our notice. Where a breach cannot be remedied, cancellation must be a reasonable and proportionate response to it;

   v. after at least 30 days' written notice, if your Service is inactive under clause 11(c);

   vi. immediately, if we have reasonable grounds to conclude that the Service is being used for fraud or other unlawful activity and cancellation is reasonably necessary to prevent serious harm that suspension or another protective measure cannot adequately address. Suspected use by someone else without your authority is not treated as a breach by you; or

   vii. after at least 30 days' written notice, if supply becomes technically or operationally impracticable, or we genuinely withdraw the product, Plan or service category on reasonable commercial grounds, including where our supplier withdraws or materially changes the wholesale service we use. We will not rely only on a commercial withdrawal to end a Service during an agreed minimum term, and we will explain the reason and offer reasonable help to move or port your Service.

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. A breach affecting one Service does not automatically allow us to cancel your other Services. We may cancel another Service only where the breach is material and unremedied, there is a directly connected risk of further material breach, fraud or harm from continuing that other Service, and a separate ground in clause 12.2(a) applies to it. An amount unpaid on a bill is treated as unpaid for each Service on that bill.

12.3 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 12.3(b) and unless otherwise set out in the Service Description, we will refund any over payment on your account and, if you ask under clause 12.1(f), the refundable purchased Excess Credit described in that clause;

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

e. if we cancel for a reason not attributable to you, we will refund the unused part of any Plan fee paid in advance, and the refundable purchased Excess Credit if you ask under clause 12.1(f), and you do not have to pay an Early Termination Charge, or any Equipment Charge or uncredited equipment balance that is payable only because the Service ended early.

12.4 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.

12.5 Early Termination Charge

a. An Early Termination Charge (ETC) applies only if you cancel a Business Service before the end of its minimum term, and only where the minimum term was set out in your Service Order or Service Description before you agreed to it. Your Service Order or Service Description may set out the ETC, or how it is calculated. Our consumer Services and our month to month Services have no minimum term and no ETC.

b. If neither sets out the ETC or how it is calculated, the ETC is the total of:

   i. the early termination charge our supplier charges us for that Service because you cancelled it before the end of the minimum term; and

   ii. the unearned part of any charge we waived, and of any free months or credit we gave you, in return for the minimum term, to the extent it is not already included in clause 12.5(b)(i). The unearned part is the amount waived or given, multiplied by the number of whole months remaining in the minimum term after the Cancellation Date, divided by the number of months in the minimum term.

   The ETC will never be more than the monthly charge for the Service multiplied by the number of whole months remaining in the minimum term after the Cancellation Date. We will explain how we worked out the ETC if you ask. Any notice period is set out in clause 12.1(c) and is separate from the ETC.

c. An ETC reduces as the remaining commitments and unrecovered costs it covers reduce. We will not recover the same loss, commitment, equipment cost or subsidy more than once, including through an Equipment Charge or a notice period charge.

d. No ETC is payable where the law or the Agreement gives you a right to cancel without it, including under clauses 3.1 and 12.3(e).

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

Privacy and credit reporting: privacy@yomojo.com.au

Website: http://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 valid usage and access charges incurred up to the Cancellation Date, and any disclosed installation or equipment purchase amount payable under the Agreement, including an uncredited equipment balance under clause 7. When you cancel without fees or charges under clause 3.1, Accrued Charges do not include an Early Termination Charge, a notice period charge or an amount for access after the Cancellation Date.

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.

Business Service means a Service we sell for business use, including a Service supplied under our Business Data Service Schedule or Business VoIP Service Schedule, or ordered in the name of a business.

Cancellation Date means:

a. where you cancel a Service, the date determined under clauses 12.1(b) and 12.1(c), after applying any valid notice period and any right to cancel without that notice. The date is not deferred by a late confirmation or other processing delay caused by us under clause 12.1(d);

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 an amount for equipment set out in the Agreement under clause 7. It may be a purchase balance, an uncredited balance, a disclosed charge for use or non-return, or a reducing unrecovered subsidy where the Service ends early. A genuine purchase balance is not an Early Termination Charge merely because the Service ends.

Excess Credit means the prepaid balance on your Service, also called PAYG credit, used to pay for usage charged at Excess Rates. The balance may contain purchased credit and separately identifiable Promotional Credit. The refundable purchased portion is dealt with under clauses 12.1(f) and 12.3. Your Service Description explains how the balance may be used and when purchased credit expires.

Excess Rates has the meaning set out in clause 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://www.yomojo.com.au/terms

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

Personal Information means information or an opinion about you, where you are identified or reasonably identifiable. 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://www.yomojo.com.au/terms

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.

Promotional Credit means a separately identifiable bonus or promotional amount we add to your PAYG or Excess Credit without payment by you, including a Refer-a-Friend bonus. It does not include purchased credit, an overpayment, or a credit giving effect to a refund, billing correction or other agreed remedy. Promotional Credit is not redeemable for cash, subject to any remedy required by law.

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 Order means the quote, proposal or order form for a Business Service that you sign or accept, setting out the Service, its charges and any minimum term. A Service Order forms part of your Application.

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.