

Yomojo®

Mobile Service Schedule

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

1.1 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.

1.2 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.

1.3 Postpaid Service Plans

Postpaid Plans renew every 1st of the month and the payment is taken on your scheduled due date. You will be billed on the next invoice following the subscription or renewal.

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.

1.4 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.

1.5 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.

1.6 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

2.1 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.

2.2 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.

2.3 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

3.1 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.

3.2 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 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://www.yomojo.com.au/terms/> for the policy.