

# Yomojo Hardware Terms and Conditions

<b>HARDWARE TERMS AND CONDITIONS</b>	<b>0</b>
Definitions	1
Supply and Options	1
Title, Risk, and Software	1
Billing and Payment	1
Warranty	1
Australian Consumer Law	2
Replacement of Faulty Hardware	2
Non-Faulty Returns	2
Limitation of Liability	3
Privacy and Data	3
Severability	4
Amendments and Entire Agreement	4
Governing Law	4

## HARDWARE TERMS AND CONDITIONS

This agreement (Agreement) is between Yomojo Pty Ltd (ABN 58 609 279 245) (Yomojo) and the customer purchasing hardware (Customer) for use with internet data services. By ordering, accepting delivery, or using the hardware, the Customer agrees to these terms and Yomojo's Standard Form of Agreement.

## **Definitions**

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth). Consequential Loss means loss of profit, revenue, goodwill, or any loss that does not arise naturally or directly from the relevant event. Hardware means devices supplied by Yomojo including models from Cisco, Fortinet, TP-Link, Huawei, and ZTE, together with included cables, power cords, and accessories. Warranty Period means 24 months from the purchase date for all devices.

## **Supply and Options**

Yomojo may supply Hardware from one or more manufacturers including Cisco, Fortinet, TP-Link, Huawei, and ZTE, depending on availability. Any images or specifications are indicative only and subject to change.

## **Title, Risk, and Software**

- a. Risk transfers on delivery to the Customer.
- b. Title transfers only after Yomojo receives full payment.
- c. Yomojo and its vendors may remotely update firmware or software on the Hardware to maintain performance, security, or network compatibility.

## **Billing and Payment**

- a. Hardware is billed upfront and separately from any plan fees.
- b. Repayment terms, if offered, are at Yomojo's sole discretion and may include eligibility checks.

## **Warranty**

- a. During the Warranty Period, Hardware is covered against defects in materials and workmanship by repair or replacement.
- b. The warranty does not apply where the issue arises from: ordinary wear and tear; use with non-Yomojo supplied goods or services; misuse, accident, neglect, or improper maintenance; unauthorised modification or use contrary to documentation or reasonable directions; or external events outside Yomojo's control (including fire, flood, or power surges).
- c. To claim, contact customer service on 1300 880 905 and follow the instructions provided.
- d. Nothing in this clause limits rights that cannot be excluded under the Australian Consumer Law.

### **Australian Consumer Law**

The Hardware comes with guarantees that cannot be excluded under the Australian Consumer Law. You may be entitled to a replacement or refund for major failure and compensation for reasonably foreseeable loss. You may also be entitled to repair or replacement if the goods fail to be of acceptable quality and the failure is not major. See [accc.gov.au](http://accc.gov.au) for details.

### **Replacement of Faulty Hardware**

- a. Where a claim is within the Warranty Period, meets the manufacturer's criteria, and is not excluded: Yomojo will provide like-for-like replacement (subject to stock), a prepaid return satchel, and return instructions; Yomojo may repair or replace with new or refurbished units; the Customer must securely package and return the faulty unit; if the faulty Hardware is not returned within 30 business days of receiving the replacement, the Customer may be charged the replacement cost.
- b. Subject to the Australian Consumer Law, if the fault is outside warranty coverage or outside the Warranty Period, the Customer is responsible for replacement and freight costs.

### **Non-Faulty Returns**

- a. Non-faulty Hardware may be returned within 10 business days of purchase.
- b. The Customer must notify Yomojo of the reason for return before sending the Hardware.
- c. The Customer is responsible for proper packaging and transit risk.

- d. Credit or refund will be processed after receipt and successful testing by Yomojo.
- e. Exchanges are not available for non-faulty returns.

### **Limitation of Liability**

- a. Nothing in these terms excludes, restricts, or modifies any non-excludable rights under the Australian Consumer Law.
- b. Except as required by law, Yomojo makes no warranties about performance, availability, or fitness for a particular purpose.
- c. Yomojo is liable only for: liability that cannot be excluded by law; and loss or damage caused by Yomojo's breach, negligence, fraud, unlawful or wilful misconduct, but not to the extent the loss is caused by the Customer, results from the Customer's failure to mitigate, or is Consequential Loss.
- d. If permitted to limit remedies for failure to comply with a consumer guarantee, Yomojo limits its liability to repair or replacement of the Hardware, or the cost of doing so, where fair and reasonable.
- e. The Customer is liable to Yomojo for loss or damage caused by the Customer's breach, negligence, fraud, unlawful or wilful misconduct, but not to the extent caused by Yomojo, by Yomojo's failure to mitigate, or that is Consequential Loss.
- f. To the extent permitted by law, and excluding liability arising from the Australian Consumer Law, breach, negligence, fraud, unlawful or wilful misconduct, a party's aggregate liability is capped at the greater of the price paid for the Hardware or \$10,000.
- g. This clause survives termination.

### **Privacy and Data**

- a. Some TP-Link devices may collect diagnostic data as described in the TP-Link app. This does not include passwords, browsing, or application content.
- b. Yomojo may collect, store, and use data related to Hardware use (including IP addresses and serial numbers) in accordance with its Privacy Policy at <https://www.yomojo.com.au/privacy-policy>.
- c. By purchasing and using the Hardware, the Customer consents to the data practices described in the Privacy Policy. Yomojo will take reasonable steps to protect customer data in accordance with applicable laws.
- d. The Privacy Policy may be updated from time to time; Customers should review it periodically.

### **Severability**

1. If a provision can be read in a way that makes it legal, valid, and enforceable, it must be read that way.
2. If any provision is illegal, invalid, or unenforceable, it is severed without affecting the remaining provisions.

### **Amendments and Entire Agreement**

- a. This Agreement, together with any documents incorporated by reference (including any third-party warranty terms or end user license agreements), is the entire agreement regarding the Hardware and supersedes all prior understandings.
- b. Changes to this Agreement must be in writing.

### **Governing Law**

This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal.

Contact: 1300 880 905