

VoIP Services Acceptable Use Policy

This VoIP Services Acceptable Use Policy (Policy) applies to every voice service that Yomojo Pty Ltd ABN 58 609 279 245 (Yomojo, we, us) supplies over an internet connection (Service), including Residential Home Phone, Business VoIP, Yomojo Cloud, SIP Trunk and inbound 13, 1300 and 1800 number services. It applies to you as the account holder, and to anyone who uses the Service through your account, your equipment or your access details.

This Policy is one of our Fair Use Policies and forms part of your Agreement with us. It applies in addition to the Yomojo Fair Use Policy. Words that are not defined in this Policy have the meaning given in the Agreement. Your charges, inclusions and call rates are set out in your Critical Information Summary, your Service Order and the Pricing Table, they are not set out in this Policy.

1 USING THE SERVICE AS SUPPLIED

- 1.1 A Residential Service is a Service we supply for personal and household use, and it must not be used to run a business. A Business Service is any other Service.
- 1.2 A Business Service is supplied for the ordinary calls of your own business, for the number of users, lines or channels set out in your Application or Service Order.
- 1.3 You must not resell or resupply the Service, or use it to carry calls for another person or business, unless we have agreed to that in writing.

2 UNREASONABLE USE

- 2.1 Plans with unlimited or included calls are priced for ordinary calling. We consider the following to be unreasonable use of the Service:
 - a. any commercial use of a Residential Service;
 - b. running a call centre, telemarketing, market research, auto dialling, fax broadcasting or other bulk calling on the Service, unless your Service Order states that the Service is supplied for that purpose;
 - c. making or receiving calls in order to generate revenue or payments for you or another person, rather than to communicate;
 - d. keeping calls or call diversions connected continuously, so that the Service works as a permanent connection;
 - e. connecting the Service to equipment that switches or reroutes calls for other people, other than your own phone system for your own calls; and

- f. calling patterns that cause congestion or disruption on our network, a supplier's network or another customer's service.

3 UNLAWFUL AND HARMFUL USE

- 3.1 You must not use the Service, or allow anyone else to use it:
 - a. to break any law or to infringe another person's rights;
 - b. to make calls that are menacing, harassing, abusive or offensive, or that are a hoax, including nuisance or hoax calls to Triple Zero (000);
 - c. to make scam calls, or calls that mislead the person called about who is calling or why;
 - d. to make unsolicited marketing or research calls in breach of the Do Not Call Register Act 2006 or the industry standard for telemarketing and research calls;
 - e. to gain, or try to gain, access to any service, system or network without authority; or
 - f. in any way that damages, interferes with or disrupts the Service, our network or a supplier's network.

4 CALLER ID, NUMBERS AND EMERGENCY CALLS

- 4.1 The caller ID shown on your outbound calls must be a number we have issued to you, or a number you can show you hold the right to use. We may ask you for evidence of that right, and we may block calls or correct the caller ID until we are satisfied.
- 4.2 You must not send a caller ID that is false or misleading, or that is not permitted under the Numbering Plan or an industry code.
- 4.3 We are required to monitor for, trace and block scam calls. Where we reasonably suspect that scam calls are being made using the Service, we may block those calls and share information about them with other carriers and with regulators.
- 4.4 You must keep the service address we hold for each of your numbers accurate, and tell us before a number is used from a different address, because emergency services rely on that address to locate a Triple Zero (000) caller.

5 SECURITY

- 5.1 You are responsible for the security of everything on your side of the Service, including your phone system, handsets, softphones, routers and voicemail, and the usernames, passwords, SIP trunk details and other access details we give you (Service Credentials).
- 5.2 You must:
- a. keep your Service Credentials confidential, and change all default passwords and voicemail PINs before the Service is used;
 - b. keep the software on your phone system and devices up to date;
 - c. limit access to your phone system to the people and locations that need it;
 - d. turn off features you do not use, such as international calling, call forwarding to outside numbers and remote access to voicemail, or ask us to bar them; and
 - e. tell us immediately if you know or suspect that your Service Credentials or equipment have been compromised, or that calls have been made without your authority.

6 CALLS MADE WITHOUT YOUR AUTHORITY

- 6.1 You must pay the charges for all calls made using the Service, your equipment or your Service Credentials, whether or not you authorised them. This includes calls made by a person who has gained access to your phone system or Service Credentials without your permission, which is often called toll fraud.
- 6.2 Clause 6.1 does not apply to charges to the extent that they were caused by our negligence or breach of the Agreement, by a security failure in our own network or platform, or by calls made after you told us of the problem under clause 5.2(e) and we had a reasonable opportunity to bar the Service.
- 6.3 Nothing in this Policy excludes or limits any right you have under the Australian Consumer Law.

7 FRAUD MONITORING

- 7.1 We and our suppliers use automated systems to look for calling patterns that suggest fraud, a compromised Service or a breach of this Policy.
- 7.2 Where a suspected problem is identified, we may, without notice, block particular calls or destinations, limit further spend or suspend outbound calling, and we will tell you as soon as we reasonably can.

- 7.3 This monitoring protects our network and our customers as a whole, it will not detect every case, and it does not reduce your responsibilities under clauses 5 and 6.

8 THIS POLICY IS BREACHED

- 8.1 If we reasonably believe you have breached this Policy, we will usually contact you first, explain our concern, and give you a reasonable opportunity to respond, to change your usage or to move to a plan that suits it.
- 8.2 We may act immediately and without notice, by blocking calls or suspending the Service, where we reasonably believe that is needed to stop fraud, scam calls, unlawful use or a security compromise, or to protect our network, a supplier's network or another person.
- 8.3 If a breach is serious, or it continues or is repeated after we have contacted you, we may suspend or cancel the Service under the Agreement.
- 8.4 We may report suspected unlawful use to the police or a regulator, and give them information about it where the law requires or permits us to.
- 8.5 If you believe we have made the wrong decision, you can ask us to review it by contacting us, or by using our complaints process at www.yomojo.com.au/complaint. If you are not satisfied with our response, you can contact the Telecommunications Industry Ombudsman.

9 THIS POLICY IS BREACHED

- 9.1 We may change this Policy from time to time, and the current version is always available at www.yomojo.com.au/terms. Where a change is likely to disadvantage you, we will give you reasonable notice in writing before it takes effect.

Questions about this Policy can be sent to support@yomojo.com.au, or you can call us on 1300 966 656.