

VoIP Services Acceptable Policy

This telephone service acceptable use policy (Policy) applies to all users (Customers) of a telephone service (Service) provided by Yomojo Pty Ltd ABN 58 609 279 245. Under the Agreement, the Customers agree to comply with this Policy. This Policy outlines certain prohibited uses of the Service on the Yomojo wholesaler supplied network, and the consequences which may flow from a violation of this Policy. All terms used in the Policy which are not expressly defined shall have the same meaning as in the Agreement.

1 NO RESALE OF SERVICE

- 1.1 Yomojo provides the Service for the personal use of the Customer or an End User as specified in the Agreement. The Service must not be resold without Yomojo's prior written approval. If the Service is resold without Yomojo's consent, Yomojo will terminate the Service immediately.

2 ILLEGAL USE

- 2.1 The Service on the Yomojo wholesaler supplied network may not be used:
- a. To violate any law or infringe upon the rights of others;
 - b. To transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, threatening, unwanted or otherwise illegal or unauthorised;
 - c. In a manner that could potentially expose Yomojo to legal liability; or
 - d. In any way that could damage, interfere with, or disrupt the Service, the Yomojo network or a supplier's network used to deliver the Service.
- 2.2 Yomojo reserves the right to suspend any Service without prior notice if it reasonably believes that the Service is being used in violation of clause 2.1. The matter will then be referred to the relevant authority for further investigation or action.

3 SECURITY

- 3.1 The Customer:
- a. Is accountable for any misuse of the Service or the Yomojo or supplier network that violates the Agreement (including this Policy) and must take reasonable measures to prevent unauthorized access to the service or the Yomojo Network;
 - b. Must not use or allow the use of the Service or the Yomojo or supplier network to gain or attempt to gain unauthorized access to any Service, system, or network or to conduct any unauthorized or illegal activity; and
 - c. Must immediately notify Yomojo of any violation of clause 3.1(a) or (b).

4 POLICY VIOLATION

- 4.1 Yomojo takes violations of this Policy very seriously. If Yomojo, at its sole discretion, determines that this Policy has been breached in any manner, it will take all appropriate measures under the Agreement to ensure compliance with this Policy, including suspending or disconnecting a Customer's Service.

5 YOMOJO'S ACCEPTABLE USE POLICY

- 5.1 The aim of this policy is to ensure that Yomojo can provide high-quality telephone Services to all our Customers and that no Customers are disadvantaged by the actions of others (including usage patterns that cause significant network congestion, disruption or otherwise negatively impact the Yomojo network, a supplier's network or another person's use of or access to the telephone Services, the Yomojo network or a supplier network).

- 5.2 Yomojo provides this Service to residential customers only in good faith. Under the Telephone Services Acceptable Use Policy, if Yomojo detects usage patterns that suggest commercial use or non-ordinary use of the Service (subject to investigation and in Yomojo's sole opinion), Yomojo may suspend the Service and request an explanation for these usage patterns.
- 5.3 Yomojo also reserves the right to terminate any Service it deems (in Yomojo's sole opinion) to be in violation of the Telephone Services Acceptable Use Policy, regardless of the outcome of any investigation, or after an explanation has been sought or provided.
- 5.4 Extremely high usage, particularly in relation to data voice Services such as Voice over Internet Protocol (**VoIP**), can be caused by a virus or other external exploitation that the user is unaware of, and in some cases can result in the user's network being used for illegal activity.
- 5.5 While the user is solely responsible for the use, security, and maintenance of their own equipment, Yomojo uses an automatic detection system for virus and 'bot-net' activity. When such activity is detected, the system will block the user's internet traffic and redirect the user to a warning screen to alert them to the potential threat.
- 5.6 For clarity, the automatic detection system is not a substitute for regular virus protection and responsible use of the Service.

6 PLAN INFORMATION

- 6.1 Residential Telephone – This service is available to all customers using a Yomojo NBN service, and those authorised by Yomojo.
 - a. **\$0.00 Call Plan:** allows you to make local, national, mobile, and international calls, however each call is chargeable. This Service is for residential consumers and may not be used for commercial purposes.
 - b. **\$10.00 Call Plan:** allows you to make an unlimited number of untimed calls local, national, Australian mobile, and international calls to a listed number of destinations. International, satellite calls and directory assistance calls are not included in this plan, and will have per minute rates (billed per second) applied as listed on Yomojo's phone charges page. This Service is for residential consumers and may not be used for commercial purposes.
- 6.2 **Small Business Bundle Plans** – This service is available to all customers using a Yomojo NBN service, and those authorised by Yomojo.
 - a. **\$1.00 Call Plan:** allows you to make local, national, mobile, and international calls, however each call is chargeable. This Service is for residential consumers and may not be used for commercial purposes.
 - b. **\$10.00 Call Plan:** allows you to make an unlimited number of untimed calls local, national, Australian mobile, and international calls to a listed number of destinations. International, satellite calls and directory assistance calls are not included in this plan, and will have per minute rates (billed per second) applied as listed on Yomojo's phone charges page. This Service is for residential consumers and may not be used for commercial purposes.

Yomojo considers the use of your Business Service to be unreasonable if the volume of minutes is extraordinarily high or if you make or receive calls that cause significant congestion, disruption or otherwise negatively affect the Yomojo or supplier network, a supplier's network or another person's use of or access to the Voice Services, the Yomojo network or a supplier's network.

Furthermore, Yomojo considers the use of your Business Service to be unreasonable, if it is used for the purposes of running a telemarketing business or call centre, re-supplying or reselling the Service, or other similar activities. We provide this offer only in good faith. If Yomojo detects usage patterns that suggest unreasonable use of the Service (subject to investigation and in Yomojo's sole opinion), Yomojo will request that you reduce your usage. Persistent (two or more) violations of our Acceptable Use Policy may result in Yomojo terminating your Service.