



Spriggy Mobile Master Terms of Use



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1. Introduction to Our Master Terms of Use

1.1 These Master Terms of Use and your Agreement

These Master Terms of Use govern your access and use of the Spriggy Mobile service and any additional products or services that we deliver from time to time, including but not limited to, all associated websites, content, firmware, devices, software applications, API's, products and services (the '**Service/s**' or the '**Service**').

The Services are provided to you by Rivva Mobile Pty Ltd (ABN 35 674 423 333) and any of our group companies (together "**Spriggy Mobile**," "**we**," "**us**" or "**our**").

You must accept these Master Terms of Use to create a Spriggy Mobile account and to access or use the Service. If you do not have an account, you accept these Master Terms of Use by using any part of the Service. If you do not accept these Master Terms of Use, do not create an account or use the Service.

If you have any questions about these Master Terms of Use, you can contact us at support@spriggy.com.au.

1.2 Your Agreement

By creating a Spriggy Mobile account, registering for or accessing our Services, or completing the steps for sign-up, you agree to be bound by:

- (a) these Master Terms of Use;
- (b) any specific Service Terms that apply to the products or services we may supply to you;
- (c) your application, whether made via our website, the Spriggy mobile application (**Spriggy App**), or over the phone;
- (d) any Critical Information Summaries that apply to your Service;
- (e) all applicable policies posted on the Spriggy Mobile website; and
- (f) any reasonable direction by us, including those required by law,

together, your **Agreement**. Your participation constitutes a binding agreement between you and us on the terms of this Agreement.

If any document that is part of your Agreement (as listed in clause 1.2) contains a term that is inconsistent with a term in another document, the relevant Critical Information Summary will generally apply to the extent of the inconsistency, followed by the applicable Service Terms and then the rest of these Master Terms of Use. The only exception is where a term explicitly states that it applies regardless of any other parts of these Master Terms of Use.

Your Agreement does not have a minimum term unless explicitly stated and continues until it is terminated or is not renewed in accordance with these Master Terms of Use.

1.3 Responsibility for persons you allow to use the Service

You agree that you are responsible for:

- (a) your use of the Service; and
- (b) any other person to whom you grant access to your Service (including the use of your Spriggy Mobile account, devices, apps or mobile plans), including persons under 18 years of age (**Minor**).

1.4 Policies

We publish policies (such as the [Fair Go Policy](#) and [Privacy Policy](#)) applicable to the Service at www.spriggy.com.au/mobile/. You must comply with all policies applicable to the Service.

2. Use of the Service

2.1 Sign-up

To sign up to the Service you must:

- (a) be 18 years old or older;
- (b) acquire and activate the Service (including by making payment if applicable) on our website, the Spriggy App or any other channel we make available to you, by:
 - (i) providing your full name, date of birth, contact phone number, residential address, email address and any other information as requested; and
 - (ii) completing an identity verification as required by Australian law.

2.2 Using the Service

By signing up to a Service, you:

- (a) must maintain confidentiality of all login details;
- (b) must immediately notify us of any suspected or actual unauthorised access to your Services;
- (c) are responsible for maintaining and updating the accuracy of the information you provide to us relating to your Services, including but not limited to your nominated payment method information;
- (d) must comply with any rules imposed by any third party whose content, network or service you access using the Service;
- (e) are responsible for ensuring that any device you use is capable of using the Services you have purchased;
- (f) acknowledge that the Service is a telecommunications service that by its nature is dependent, directly and indirectly, on related services provided by third party suppliers; and
- (g) understand that we or our service providers may be legally required to monitor or intercept communications made over the Service. We may also restrict or block access to certain numbers or services (except for emergency services) for technical, operational, or legal reasons. If this happens, we will try to notify you where possible.

2.3 Restrictions on use of the Service

You must not use or attempt to use the Service to:

- (a) infringe or interfere with the legal rights, privacy or safety of any other person;
- (b) upload, create, share, distribute or provide any materials which are illegal, unlawful, contain protected information, discriminatory, defamatory, obscene, harmful, threatening, harassing, racially or ethically offensive, infringes upon the rights of any party, or is otherwise prohibited by these Master Terms of Use;
- (c) damage, interfere or affect the Services' reliability, security or effectiveness, including a suppliers network used to supply the Service;
- (d) modify or merge the Services with any other software;
- (e) expose us or any of our suppliers to liability (other than the obligation to supply the Services to you in accordance with this Agreement);
- (f) resell, resupply, distribute or reproduce any part of the Services;
- (g) to make or receive calls or send or receive content, including text, pictures, animations, videos, sound recordings and software, other than for your own personal use;
- (h) use the Service in connection with a device that switches or reroutes calls;

- (i) enable children to access material inappropriate for a Minor or to establish (or try to establish) contact with a Minor you do not have permission to contact or not otherwise known to you;
- (j) engage in fraud, misleading or deceptive behaviour, or hide or attempt to hide your identity;
- (k) access any unauthorised part of the Services;
- (l) scrape, harvest or data-mine any content or information from the Services; or
- (m) send unsolicited offers or marketing through the Services.

3. Charges for the Service

3.1 Fees

By completing an order and accepting these Master Terms of Use, you agree that we have the right to charge and collect payment for the Service (**Fees**). All Fees will be stated to you at the time of purchase or included in the Critical Information Summary applicable to your Service. To maintain use of the Service, you must make payment of all charges owing by you.

We may change the price of our Service from time to time; however, any price will apply to you no earlier than 30 days following notice to you. You can manage your account by going to your account settings in the Spriggy App.

Unless otherwise specified, the Fees are shown in Australian dollars (AUD) and are inclusive of GST.

3.2 Billing and Payment Method

If your Service is subject to a renewal period and includes an auto-renewal feature, you agree that we may charge and collect the applicable Fees on a recurring basis from your stored payment methods at the applicable renewal rate, unless you cancel the Service in accordance with the cancellation terms set out in clause 10.2.

We do not provide refunds or credits in cases of service disruption or unavailability, unless required under the applicable local Consumer Law that applies in your jurisdiction.

3.3 Vouchers and Activations

For some of our Services, we may sell vouchers that allow you to use the Service after you activate the voucher in the Spriggy App. All vouchers have a 90 day expiry from the time of purchase, unless you are notified otherwise at the point of purchase.

Un-activated vouchers may lapse at the end of the expiry period with no refunds issued.

3.4 Promotional offers

From time to time, we may make promotional offers to you. If you have a promotional offer, you will have use of the Service for the duration of that promotional offer period at the promotion cost and subject to the applicable promotional terms. Use of the Service beyond that promotional offer period will require a current paid subscription.

3.5 Devices

From time to time, you may be able to purchase devices and such other products from third-party suppliers via our online store. Unless stated otherwise, any purchase of devices and such other products will be subject to those third-party terms and conditions provided to you at the time of purchase.

4. Changing the Agreement

4.1 Changes we will notify you of

Except for the changes described in clause 4.2, we will give you at least 30 days' written notice via email before we make a change that may adversely affect you or that could interfere with your enjoyment of the Service.

If you do not agree to a change made to your Agreement, you may elect to cancel your Service (subject to the applicable Service Terms you may have entered into).

Examples of where we will notify you of a change include where we increase the Fees for your Service.

4.2 Changes we may not notify you of

We may make changes to this Agreement without first notifying you if those changes are:

- (a) beneficial or neutral changes, or changes that will not interfere with your enjoyment of the Service; or
- (b) changes permitted by law where we are required to, or reasonably consider it fair to, make such a change.

5. Confidentiality

In the event you come into possession of any information of whatever kind that by its nature is confidential, has been designated as confidential or you ought reasonably to know is confidential (Confidential Information), you must immediately notify us of your receipt of such Confidential Information and, unless otherwise agreed, destroy such Confidential Information.

Where we have permitted you to hold our Confidential Information, you must protect it from unauthorised use, access or disclosure in the same manner as you would protect your own Confidential Information, but with no less than reasonable care.

6. Intellectual property

You may come across material protected by our or our suppliers' intellectual property rights (e.g., trademarks, copyrights, or confidential information) while using the Service.

This Agreement does not grant you any rights to use, copy, share, or distribute such material without prior written consent from us or our suppliers. Prohibited actions include, but are not limited to, framing, linking, or reposting such material.

Software in the Services which is provided by third parties to us may be subject to open source software licences (**Open Source Software**). Open Source Software is licensed to you under the terms of the applicable open source licence and not under this Agreement. A copy of those licences is available in the Spriggy App.

You agree to indemnify us and our suppliers against any losses or legal costs resulting from your breach of this clause, except where such loss is caused by our or our suppliers' gross negligence, fraud, or wilful misconduct.

If you become aware of any unauthorised use of such material, you must notify us immediately.

7. Warranties

7.1 Warranties

You represent and warrant that:

- (a) you have the legal capacity and authority to enter into these Master Terms of Use;
- (b) your use or receipt of the Services does not and will not infringe the intellectual property rights of any third party;

- (c) you have not relied on any representation made by us which has not been expressly stated in these Master Terms of Use;
- (d) any Minor (or their parents, guardians, or authorised representatives) has been provided with a copy of, and agrees to be bound by, these Master Terms of Use,

and you acknowledge that we have relied on the above representations and warranties in agreeing to provide the Services to you in accordance with these Master Terms of Use.

7.2 Exclusion of warranties

You agree that:

- (a) the Services are provided on an "as is" and "as available" basis and without warranties of any kind either express or implied;
- (b) we do not warrant that the functions, information, insights, data (whether raw or manipulated and whether collected or provided by us or any other person), or analysis which form part of the Services will be complete, accurate, meet your needs or expectations, be fit for your purpose, or that the operation of the Services will be uninterrupted or free from errors or viruses;
- (c) to the maximum extent permitted by applicable law,
 - (i) all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Master Terms of Use are excluded;
 - (ii) we are not responsible for:
 - (A) content or other material created or displayed through the Services, including miscommunications;
 - (B) the completeness, accuracy or reliability of any third-party information or content accessible via the Services;
 - (C) interruptions, delays or faults caused by third-party systems, networks, integrations or circumstances outside our reasonable control; and
- (d) where any law implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, our liability for breach of that non-excludable condition, warranty, or guarantee will, at our option, be limited to the supply of the Services again or payment of the cost of re-supply of the Services.

8. Your rights

You have certain rights at law, including under the *Competition and Consumer Act 2010 (Cth)* ("CCA"), that cannot be limited or excluded. Nothing in your Agreement limits or excludes any of these rights.

9. Limitation of Liability and Indemnity

9.1 Liability generally

- (a) To the maximum extent permitted by law, no third party supplier (including any network provider) will be liable to you, whether in contract, tort (including negligence), under statute or otherwise, in connection with any Service, or any delay or failure in the supply of that Service, including for any direct, indirect or consequential loss.
- (b) Except where we are liable to you under this Agreement or under applicable law, we exclude, to the maximum extent permitted under law, all liability arising under or in connection with this Agreement, and any applicable Service whether direct, indirect or consequential and whether arising under common law, statute or otherwise, and whether or not of a kind of which we are or should be on notice.

- (c) Each party's liability under or in connection with these Master Terms of Use is proportionate to the extent to which that party contributed to the relevant liability.
- (d) Nothing under these Master Terms of Use limits either party's liability to the other in connection with:
 - (i) the party's indemnification or confidentiality obligations under these Master Terms of Use; or
 - (ii) the fraud, gross negligence or wilful misconduct of that party.

9.2 Limitation of Liability

Subject to clause 9.1, each party's maximum aggregate liability to the other party arising out of these Master Terms of Use will not exceed the Fees actually paid by you to us under these Master Terms of Use in the 12 months immediately preceding the first event or circumstance which gave rise to the relevant liability.

9.3 Indemnity

You agree to indemnify, defend and hold us (including our employees, independent contractors, agents, and/or permitted subcontractors) harmless (and must pay and compensate on demand) from and against all damage, claims (including third party claims), demands, suits, causes of action, awards, judgments and liabilities, including the cost of defending or settling any claims, demands, suits, causes of action, awards, judgments and liabilities (collectively, Claims) arising out of or alleged to have arisen out of:

- (a) your fraud, negligence or wilful misconduct;
- (b) your use of the Services, including but not limited to any actual or alleged infringement, misappropriation, or violation of any intellectual property rights of a third party;
- (c) a breach of a provision of these Master Terms of Use by you or a Minor (including a breach of a representation or warranty given by you under clause 7); and
- (d) our acting in accordance with these Master Terms of Use or otherwise making any decision in good faith in relation to the provision of any Services,

provided that any amount payable by you to us pursuant to this indemnity must be reduced by an amount that represents the extent to which the Claims are caused by the gross negligence, fraud, misconduct, or breach of these Master Terms of Use by us.

Unless otherwise expressly agreed in these Master Terms of Use, we will only indemnify, defend, and hold you harmless from and against any third-party Claims to the extent the Claims are due solely to our fraud, wilful misconduct or gross negligence.

10. Suspension and Termination

10.1 When we may suspend or cancel the Service

Without limiting other rights, we may suspend or cancel your Services without prior notice if:

- (a) you breach clause 2 above;
- (b) you fail to make payment of any charges owing by you;
- (c) you breach any other clause of this Agreement, and the breach is likely to cause serious or permanent harm to any person (including us or our suppliers);
- (d) you become a Carrier or Carriage Service Provider (as defined under the *Telecommunications Act 1997*);
- (e) you intimidate, abuse, insult, harass or threaten any staff member, or those of our partners or suppliers by any means;
- (f) you make frivolous complaints;

- (g) you breach any other clause of this Agreement which is not capable of remedy, or which is capable of remedy and is not remedied within 5 business days of our written request that you do so;
- (h) our network provider requires us to suspend, cancel or terminate your Service, including because you have breached or failed to comply with the [Fair Go Policy](#) or any applicable requirements governing use of the network; or
- (i) our network provider suspends, restricts, disconnects or cancels your Service in accordance with its rights as the provider of the telecommunications network used to supply your Service, including for reasons relating to fraud, network management or maintenance, network interference, unusually high usage, regulatory or emergency requirements, or other circumstances in which it is entitled to do so.

10.2 Request by you to cancel the Service

You may cancel a Service at any time through the Spriggy App or by contacting us via the details listed in clause 12.9. Unless otherwise stated in these terms, cancellation will take effect at the end of the billing period or expiry period (as applicable).

Fees already paid are not refundable merely because you cancel before the end of your current prepaid service period, except where required by law or otherwise stated in your Agreement.

If your Service includes an auto-renewal feature, you must cancel at least 3 business days before the renewal date. If you cancel a Service within 3 business days of auto-renewal or after we have started providing that Service to you, we won't refund any Fees you have already paid to us.

10.3 Terminating this Agreement

Termination means that this Agreement, or a specific Service under it, comes to an end and only occurs once all obligations under this Agreement have been met, or the obligation is waived in writing by the party owed the obligation.

You may terminate one or more of your Services without affecting any other active Services under your account, unless you expressly request full termination of all Services.

We may terminate one or more of your Services at our discretion with 30 days' written notice via email. The termination of a specific Service does not automatically terminate your other active Services unless stated otherwise.

Once a Service is terminated, you will not be able to use the Service. If all Services associated with your account are terminated, your account itself may also be closed.

10.4 Change of Mind

We do not offer refunds on Services purchased incorrectly, due to change of mind or due to lack of coverage. Please ensure you check our coverage map and frequently asked questions to ensure our product is right for you before purchasing.

11. Disputes and Complaints

If you wish to dispute any aspect of the Service (including billing), or if you wish to make a complaint about any aspect of the Service, you can contact us via the contact methods provided in our complaints process [here](#).

We will handle your complaint in accordance with our complaints procedure. However, if you are not satisfied with how we handle your dispute or complaint, you may refer the dispute or complaint to external parties, such as:

- (a) the Telecommunications Industry Ombudsman or an equivalent industry body in your jurisdiction;
- (b) your local fair trading or consumer affairs authority; or
- (c) the relevant data protection or privacy authority in your jurisdiction.

12. General

12.1 Novation and Assignment

You agree that we may assign all or part of our rights under these Master Terms of Use to any party at any time, provided we give you 30 days' prior written notice.

You agree and give your consent that this agreement may be novated (that is Spriggy Mobile will be replaced as a party to this agreement by another party) to any other party by either us or the party to whom this agreement will be novated giving notice to you, provided that the novation is on terms no less favourable to you than the terms of this agreement immediately before the novation.

Where this agreement is novated to Optus Wholesale Pty Limited (ABN 86 092 227 551) or any of its related bodies corporate (Optus) in accordance with this clause 12.1, you acknowledge and agree that the rate plan applicable to your Service may be changed to the nearest rate plan then offered by Optus for equivalent services.

You cannot assign or novate all or part of your rights and obligations under this agreement (other than in accordance with this paragraph), unless we provide our consent in writing (which will not be unreasonably withheld).

12.2 Force Majeure

A party is excused from performance of an obligation under this Agreement (other than payment) while prevented by Force Majeure (an act of God or other cause beyond reasonable control) if it notifies the other party and uses reasonable efforts to mitigate. That party's obligations resume once the Force Majeure ceases.

12.3 Entire agreement

To the extent permitted by law, this Agreement embodies the entire agreement of the parties in relation to its subject matter and supersedes any and all prior agreements, understandings, representations and undertakings, whether oral or in writing.

12.4 Waivers

Without limiting any other provision of these Master Terms of Use, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under these Master Terms of Use by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under these Master Terms of Use;
- (b) a waiver given by a party under these Master Terms of Use is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of these Master Terms of Use operates as a waiver of another breach of that term or of a breach of any other term of these Master Terms of Use.

12.5 Survival

Any term or condition which is expressed to survive the expiration or termination of these Master Terms of Use will survive any expiration or termination of these Master Terms of Use, including but not limited to clauses 3, 5, 6, 7, 8, 9, 10, 11, and 12.

12.6 Governing law and jurisdiction

Your Agreement is governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.7 Severance

If any provision or part of a provision of these Master Terms of Use is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

12.8 Electronic Communications

We will send you information relating to your account (e.g. payment authorisations, invoices, changes in password or payment method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

12.9 Support and enquiries

If you require support or have any enquiries regarding your Service, you can contact us by

- (a) using the in-app chat feature available by logging into the Spriggy App;
- (b) the web chat feature on our [Spriggy.com.au](https://spriggy.com.au) website or
- (c) emailing support@spriggy.com.au.

Our operating hours are:

- Monday to Sunday 9AM to 5PM AEST/AEDT; and
- NSW Public Holidays 10AM to 4PM AEST/AEDT.