



Spriggy MOBILE

Spriggy Mobile Sites Terms and Conditions



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A. Important information

These Spriggy Mobile Sites Terms and Conditions were last updated on 12 Dec 2024.

It's important that you read the information below and these Terms carefully before accessing or using the Spriggy Mobile Website and/or the Spriggy App in connection with the Spriggy Mobile Products and Services (each a **Site**, and together the **Sites**). If you have any questions, please reach out to us.

1. About Spriggy

Use of the Sites is made available by Rivva Mobile Pty Ltd (ABN 35 674 423 333) (**Spriggy** or **we** or **us**) and its Related Bodies Corporate (as applicable).

The Sites are owned and operated by Spriggy and/or its Related Bodies Corporate. However, the Mobile Plan(s) and associated Mobile Service, which may be managed through functionality provided by the Sites, are not provided by Spriggy or its Related Bodies Corporate. Rather, we have partnered with a provider for them to deliver the Mobile Services to you – see more details about the Mobile Plan provider below.

The Sites may also make available refurbished mobile devices and other associated goods for purchase from time to time, with or without an associated Mobile Service. Any such devices and goods are offered and sold by the relevant third party retailer, not us, and the applicable terms and conditions will be made available to you as part of the shopping and checkout process.

2. About the Mobile Plan provider (Spriggy Mobile)

Fastter Pty Ltd trading as Spriggy Mobile (ABN 39 667 581 740) and/or its Related Bodies Corporate (as applicable) (**Spriggy Mobile**) is the provider of the Mobile Plans and associated Mobile Service. Spriggy Mobile is a “carriage service provider” under the Telecommunications Act 1997 (Cth).

When you sign up for a Mobile Plan, that arrangement will be between you and Spriggy Mobile. You will be provided with important information including the Mobile Service Terms and Conditions, which will contain details about your Mobile Plan and the ongoing supply of the Mobile Service provided by Spriggy Mobile.

Spriggy Mobile is responsible for the Mobile Service. You can access the Mobile Service Terms and Conditions and key information such as the Critical Information Summaries, the Pricing Table, the Service Description, the Consumer Terms, the Fair Go Policy, the Complaints Policy and the Financial Hardship Assistance Policy and any other terms that may form part of the contract for the Mobile Service and/or other Spriggy Mobile products (as applicable) (**Spriggy Mobile Agreement**) at www.spriggy.com.au/mobile/terms. You enter into a separate contractual relationship with Spriggy Mobile when you purchase a Mobile Plan or otherwise acquire the Mobile Service. The Mobile Service Terms and Conditions prevail in the event of any inconsistency between information on the Sites and information contained in the Mobile Service Terms and Conditions.

Spriggy Mobile can be contacted using the following details:

Tel: 1300 640 918

support@spriggymobile.com.au

Weekdays 09:00 (9AM) to 20:00 (8PM) AEST

Weekends and NSW Public Holidays 10:00 (10AM) to 18:00 (6PM) AEST

3. About the Terms

These Terms govern the access and use of the Sites by you and your Child(ren) in connection with the Spriggy Mobile Products and Services. The Sites facilitate you to sign up for and manage one or more Mobile Plan(s), purchase Add-Ons (as available), and access information about

your Mobile Service and Account on your smartphone or other mobile device or computer (as applicable).

These Terms form a legal contract between you and Spriggy in relation to your use of the Sites. It is important that you read and understand them before using the Sites.

It is important to note that these Terms only govern your access and use of the Spriggy App and Spriggy Mobile Website as it relates to the Spriggy Mobile Products and Services. If you also have or sign up for the Spriggy Pocket Money Products, these are separate products issued by a different provider, and different terms and conditions govern those products and services and your use and access of the Spriggy Pocket Money Sites for those purposes – you can see these at www.spriggy.com.au/terms.

4. Fees

There are currently no fees or charges charged by Spriggy in connection with the use of the Sites relating to the Spriggy Mobile Products and Services, except in relation to optional Add-Ons that may be offered by Spriggy.

For information on fees or charges associated with Add-Ons, which are paid additional features that may be offered by Spriggy from time to time through the Sites, see section B.2 of these Terms.

For details about the fees and charges associated with any Mobile Plan that you sign up for with Spriggy Mobile, you should check out the applicable terms contained in the Mobile Service Terms and Conditions.

B. Terms

1. General terms

By accessing or using the Sites, you accept and agree to be bound by these terms (as amended from time to time) (the **Terms**). These Terms continue to apply until this agreement is terminated in accordance with section B.3. You acknowledge and agree that if you are a Parent of a Child, you may grant your Child access to the Sites by allowing them to access to the Sites on a compatible device. For each Child, you agree that you will provide the Child with a copy of these Terms (and any updates Spriggy makes to the Terms that are notified to you from time to time), and take reasonable steps to explain the effects of these Terms to the Child. You acknowledge and agree that you are responsible for the Child's use of the Sites.

If you do not agree to these Terms, then you or any Child must not access or use the Sites.

You must be 18 years of age or older to register for the Sites. You will only be able to use the Spriggy App if:

- you are an Australian resident; and
- you are accessing a compatible version of the Spriggy App on a compatible device.

You may need to be a registered Mobile Plan customer to access certain features of the Spriggy Mobile Website, and most functionality of the Spriggy App is for new or existing Mobile Plan customers who have an Account and password. If you don't sign up to a Mobile Plan, the functionality available to you in the Spriggy App will be limited.

From time to time, Spriggy may (acting reasonably) notify you of the minimum device, operating system and/or app version requirements that are needed in order to use the Spriggy App. You agree that:

- you are responsible for ensuring that you meet these requirements (for example, by updating to the latest version(s) of the Spriggy App);
- after providing reasonable advance notice to you, Spriggy may block the use of the superseded version(s) of the Spriggy App; and
- where Spriggy has provided reasonable advance notice to you, Spriggy will not be liable for any loss, damage, cost or expense (whether direct or indirect) incurred by you in connection with Spriggy blocking the use of superseded versions(s) of the Spriggy App.

Even though Spriggy has certain rights over your use of the Spriggy App, it is important to note that Spriggy may not and will not restrict your access to the Mobile Service. If Spriggy may restrict your access to the Sites, you will continue to have access to your Mobile Plan(s) and associated Mobile Service in accordance with the Mobile Service Terms and Conditions, and you should engage with Spriggy Mobile directly.

Limitation of liability

Nothing in these Terms excludes, restricts, or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) which contains guarantees that protect the purchasers of goods and services in certain circumstances.

You and your Child(ren) use the Sites at your and the Child's own risk. Subject to any terms implied by law and which cannot be excluded:

- neither Spriggy nor its Related Bodies Corporate warrant or represent that the information on the Sites are free from errors or omissions or are suitable for your intended use, or that your use of the Sites will be uninterrupted or error free (the Sites may, from time to time, be unavailable due to scheduled maintenance, system or software updates, upgrades, changes and operational procedures or issues with third party service providers);
- Spriggy will not be liable under these Terms for any indirect, special or consequential losses;
- Spriggy and its Related Bodies Corporate also accept no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of:
 - you failing to comply with your obligations under these Terms (including your compliance with any law);
 - negligence, errors, fraud or other misconduct by you;
 - any third party content, products, services and/or information available on the Sites; or
 - any event or matter beyond our reasonable control including any system, server or connection failure, error, omission, interruption, delay in transmission, problem with your electronic device, or computer virus or other malicious, destructive or corrupting code that is beyond our reasonable control.

To the maximum extent permitted by law, our total liability to you (if any) for loss, damage or reliance will be limited, at our election, to:

- in the case of information or services supplied or offered by us for a fee – the resupply of the information or services or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for information or services supplied or offered by us for free;
- in the case of goods supplied or offered by us for a fee – repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for goods supplied or offered by us for free.

2. Fees and charges

Fees charged by Spriggy

The Spriggy Mobile Website is free to use and the Spriggy App is free to download and use.

It's important to remember that these Terms do not list the fees and charges associated with any Mobile Plan you obtain from Spriggy Mobile. For the details of applicable fees and charges under a Mobile Plan, please refer to the applicable Mobile Service Terms and Conditions.

Add-Ons

From time to time, Spriggy may offer you one or more paid additional features for use in connection with the Sites (**Add-Ons**). These Add-Ons are offered by Spriggy (not Spriggy Mobile) and are separate to the Mobile Service. The Add-Ons will not impact your Mobile Service, and Spriggy may not restrict your access to the Mobile Service. If you purchase one or more Add-Ons, you agree to pay any related Add-On Fee(s) to Spriggy as set out in the Add-On Purchase Terms.

It's important to know that if you fail to pay an applicable Add-On Fee by the due date, and you haven't remedied this within 14 days of us notifying you, Spriggy may restrict your use of the associated Add-On(s) in accordance with the Add-On Purchase Terms. If Spriggy restricts your access to the Add-On(s), you will otherwise continue to have access to the Sites in accordance with these Spriggy Mobile Sites Terms and Conditions and you will continue to have access to your Mobile Plan(s) and associated Mobile Service in accordance with the Mobile Service Terms and Conditions.

If you terminate or cancel this agreement, any Add-On Fee will be non-refundable, and you will not be entitled to receive a refund of the fee unless we otherwise agree.

Payment Service Providers

You may provide instructions via the Spriggy App or Spriggy Mobile Website (as applicable) for an Add-On purchase or purchase of a refurbished mobile device or other item from the relevant third party retailer to be made using the Payment Service Providers by direct debit from your Australian financial institution or using an Australian Visa or Mastercard debit card. By providing these instructions, you:

- authorise and agree to the funds being deducted against the nominated payment details;
- warrant that you are an authorised signatory to the nominated payment details;
- warrant that you have authority to establish the direct debit request arrangements (if applicable); and
- agree that the use of the Payment Service Provider is subject to any terms and conditions that may be imposed by that Payment Service Provider from time to time.

Your ability to purchase an Add-On and/or devices or other goods from the relevant third party retailer may be affected by separate terms imposed on you by third parties, such as your card issuer or the relevant third party retailer. You are liable for any fees or charges that may be imposed by the provider of your nominated payment method. You should make sure that you have sufficient funds in your nominated payment method. Any failed attempts to debit your nominated payment method may result in a dishonour fee from the provider of your nominated payment method (such as your bank, this is not charged by Spriggy). You may update or change your nominated payment method at any time in the Spriggy App.

Neither Spriggy, its Related Bodies Corporate nor Spriggy Mobile is responsible for any loss you suffer in relation to any failure or refusal of your card issuer to enable transactions, or any error,

defect or unavailability of the services provided by the Payment Service Provider or any other third-party service provider, which is beyond our reasonable control.

Other information about fees

If you consider that Spriggy has incorrectly charged a fee or charge, then you should contact Spriggy as soon as possible so that we can investigate this. See section B.8 for information on how to contact us or make a complaint. We will reverse or refund any incorrect fee or charge.

Spriggy may change or introduce new fees or charges in the future. If we do, we will update the version of these Terms available at www.spriggy.com.au/mobile/terms and notify you if we are required – refer to section B.9 for information on how we may make changes to these Terms and when we will notify you of any such changes.

Using the Sites on a mobile device may incur fees charged by your mobile service provider for downloading and using the Spriggy App. Any such fees are your sole responsibility and any matters regarding such fees should be raised with your mobile service provider.

Fees charged by the Mobile Plan provider

Fees that Spriggy Mobile charges as the provider of the Mobile Plan are detailed in the Critical Information Summaries. You can view the plan Critical Information Summaries at www.spriggy.com.au/mobile/terms/cis.

Through the Sites, you may purchase Spriggy Mobile products and services. Those purchases are subject to the terms of the Spriggy Mobile Agreement.

Fees for refurbished mobile devices and other associated goods

You may also purchase refurbished mobile devices and other associated goods that may be available from time to time via the Sites. Those purchases are subject to the terms of the applicable third party retailer's agreement, which will be made available to you as part of the shopping and checkout process and at www.spriggy.com.au/mobile/terms.

3. Suspension and termination

Termination of this agreement by you

You can terminate this agreement at any time by giving Spriggy notice in writing, via any of the contact methods listed in section B.8 of these Terms.

Effect of terminating this agreement on the Mobile Plan(s)

If this agreement is terminated by you, you and your Child(ren) will no longer have access to the Sites, however you will continue to have access to your Mobile Plan(s) and associated Mobile Service in accordance with the Mobile Service Terms and Conditions, and you should contact Spriggy Mobile directly using their contact details listed in Section A.2 of these Terms.

Effect of termination or suspension on Spriggy Pocket Money

Spriggy Pocket Money is separate to these Terms.

If you hold Spriggy Pocket Money Products, termination of this agreement or suspension pursuant to this agreement will not affect the Spriggy Pocket Money Products held by you and, to the extent applicable, you will continue to have access to the Spriggy Pocket Money Products and Services and the Spriggy Pocket Money Sites in accordance with the applicable terms and conditions (see www.spriggy.com.au/terms).

Effect of cancelling the Mobile Plan(s)

If you want to cancel your Mobile Plan(s), you can do this via the Spriggy App or by contacting Spriggy Mobile in accordance with the Standard Form of Agreement available at www.spriggy.com.au/mobile/terms/sfoa.

If all Mobile Plan(s) held by you are cancelled in accordance with the applicable Critical Information Summary and Consumer Terms, this agreement will also terminate at that time.

If you cancel your Mobile Plan(s), applicable fees and charges charged by Spriggy Mobile may still apply.

Suspension by Spriggy

You acknowledge and agree that (acting reasonably) we may restrict your access to the Sites at any time if:

- you breach any of the general prohibitions under section B.7 below;
- you materially breach any other provision under these Terms;
- we reasonably suspect fraudulent or illegal activity in connection with your use of the Sites;
- you fail to pay any applicable Add-On Fee by its due date and this non-payment is not remedied by you within 14 days of us providing notice;
- you refuse to cooperate in an investigation, payment or other verification activity or provide adequate identification documentation where reasonably requested;
- we consider in our sole discretion that your use of the Sites poses a material security, business or fraud risk to Spriggy or its Related Bodies Corporate (as applicable); or
- any event occurs which has the effect of making or declaring it unlawful for Spriggy or its Related Bodies Corporate (as applicable) to offer the Sites in accordance with these Terms or applicable law, or we otherwise reasonably believe it is necessary to protect our legitimate business or security interests,

including that we may suspend your access to one or more Add-On(s).

When exercising this discretion, we will endeavour to provide you with as much prior notice as is reasonable in the circumstances and act reasonably towards you in a consistent and fair manner. However, notwithstanding the previous sentence, there may be circumstances where, for security or other legitimate business reasons (including without limitation where we are required by law), we (acting reasonably) may only provide you with limited or no notice prior to such suspension.

To avoid doubt, Spriggy may not restrict your access to the Mobile Service. If Spriggy restricts your access to the Sites, you will continue to have access to your Mobile Plan(s) and associated Mobile Service in accordance and with Mobile Service Terms and Conditions, and you should engage with Spriggy Mobile directly using the contact details in section A.2 of these Terms.

Further information regarding termination or suspension

Termination or suspension does not release either party from any existing obligations or from any liabilities for any breach of any of the terms of this agreement. Rights under this agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches. Failure to compel performance shall not be construed as a waiver.

4. Privacy

In order to provide you with access to the Sites, Spriggy and/or its Related Bodies Corporate (as applicable) may need to collect personal information about you and/or any Child. If you do not provide the requested information or agree to the handling by us of your personal information in accordance with our Privacy Policy, we may be unable to provide the Sites to you.

Any personal information that we collect in connection with your access to and use of the Sites or otherwise will be dealt with in accordance with the [Spriggy Mobile Privacy Collection Statement](#) and [Spriggy Privacy Policy](#).

You agree that all information provided to us is true, accurate and up-to-date. Any changes must be advised to us as soon as practicable.

You agree that we may collect and use technical data and related information, including but not limited to technical information about:

- your smartphone and other hardware devices; or
- your systems and other application software,

to facilitate the provision of software and other updates to the Site.

In accordance with the Privacy Act 1988 (Cth), we must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe we have breached the Australian Privacy Principles. For details on how you may complain about a breach and how Mobile deals with complaints, please refer to our Privacy Policy available at www.spriggy.com.au/terms/spriggy-privacy-policy.

If you would like a copy of our Privacy Policy to be sent to you, please contact us through the contact details at section B.8 of these Terms.

When you sign up for a Mobile Plan, Spriggy Mobile will handle your personal information in accordance with their Privacy Policy which is available at www.spriggy.com.au/mobile/terms.

When you purchase a refurbished mobile device or other associated goods via the Sites, your information will be handled by the third party retailer in accordance with their Privacy Policy which is available at www.spriggy.com.au/mobile/privacy.

5. Third party links and materials

There may be links to other sites within the Sites. While we reasonably believe that these third parties are reliable sources of information, we cannot guarantee that this information will always be accurate, up-to-date or complete. You agree that:

- those links are provided for information only and may not remain current or be maintained;
- we are not responsible for the content or privacy practices associated with linked sites and have no control over those sites; and
- those links are not an endorsement, approval or recommendation by us of the owners or operators of linked sites, or of any information, graphics, materials, products or services referred to or contained on linked sites.

You acknowledge any third-party materials appearing on a Site including blog posts or articles provided by others are not necessarily controlled or monitored by us and the views expressed are not necessarily ours.

Third party websites are not subject to our Privacy Policy. We suggest that you read the privacy policy relevant to a third party website that you may access through the Sites.

6. Copyright and Intellectual Property Notices

Copyright and trademark notices

Unless expressed to the contrary all copyright, trademarks and other intellectual property rights contained in a Site and the materials appearing on it are owned or licensed by us or our Related Bodies Corporate and may not be reproduced, stored, adapted, uploaded to a third party system or used without our prior written consent. None of our trademarks, registered or otherwise, may be used without our prior, specific, written permission.

A Site may also contain trademarks of our affiliates or third parties including advertisers, sponsors and customers. The use or misuse of these trademarks, unless expressly authorised, is prohibited. Our use of a trademark on a Site is not intended to indicate any association with, or endorsement by, the owner of that trademark.

You acknowledge any third-party materials appearing on a Site including blog posts or articles provided by others are not necessarily controlled or monitored by us and the views expressed are not necessarily ours.

Third party websites are not subject to our Privacy Policy. We suggest that you read the privacy policy relevant to a third party website that you may access through the Sites.

We own or control, and reserve, all rights

Unless otherwise indicated, all rights, including copyright, in the content and compilation of the web pages and online images including text, graphics, logos, button icons, video images, audio clips and software comprising the Site are owned or controlled, and are reserved, by us or our Related Bodies Corporate.

This does not apply to the software in the Sites which is provided by third parties to us subject to open source software licences (**Open Source Software**). The Open Source Software is licensed to you on the terms of the applicable open source software licence. Please see the 'Settings' screen of the Spriggy App for a copy of those licences.

Brand Marks

Apple, the Apple logo, Apple Pay and App Store are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

Google, Google Play and the Google and Google Play logos are trademarks of Google LLC.

7. User Conduct

While you are a registered user of the Spriggy App, we grant you a personal, non-exclusive, non-transferable, limited and revocable licence to use the Spriggy App on that device for personal use in accordance with these Terms and any applicable terms and conditions imposed by the Apple App Store or Google Play Store (as applicable).

Lawful and authorised use only

You must only use a Site for lawful purposes and for the purposes explicitly outlined and authorised in the Site, including in these Terms. If any part of a Site requires you to provide a username and password to access or use any part of the Site, you must keep that username and password confidential and not provide them to anyone else. You must immediately change your password and let us know if you believe your password is known to someone else or is at risk of unauthorised use.

You are authorised to:

- download and view content;
- register your interest in receiving further information from us in relation to products or

services we may offer you (or invite offers from you) in the future; and

- use the software included in a Site for your own personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. You must not exploit any of our Site materials for commercial purposes without our prior written permission.

You are not authorised to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, sell, lease, licence, show or play in public, adapt or change in any way the content of, or create a derivative work from, the Site for any other purpose unless we have provided prior written consent and you have also received permission of any other relevant rights' owner. You must not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Site.

This prohibition does not extend to materials on a Site that are defined as freely available for re-use or replication, subject to conditions we specify. Any contributions made by you to the Site must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- not be misleading or deceptive; and
- comply with applicable law in any country from which they are made.

General prohibitions

You must not use or contribute to a Site, or any tools or applications offered through a Site, in a manner that:

- violates or infringes the rights of others including their intellectual property, privacy and publicity rights;
- is unlawful, fraudulent, threatening, discriminatory, sexually explicit, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
- impersonates any person or misrepresents your identity or affiliation with any person (including us);
- transmits or procures the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including spam;
- affects the functionality or operation of the Site or its servers or the functionality or operation of any users' computer systems (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise); or
- breaches any standards, content requirements or codes of any relevant authority, including authorities that require us to take remedial action under any applicable industry code.

We reserve the right to, acting reasonably, remove and delete any content you put on the Site if we reasonably consider it breaches any of these prohibitions.

Your responsibilities under laws affecting you

You are responsible for ensuring your use of the Sites is lawful, does not infringe any third party's rights and does not breach any standards, content requirements or codes promulgated by any relevant authority (including relevant internet industry codes of practice).

8. Contacting us and complaints

Contacting us regarding these Terms, the Sites or Add-Ons

If you have any feedback, questions or concerns in relation to these Terms or the Sites or any Add-Ons provided by Spriggy in the Spriggy App, please contact the Spriggy customer support team at:

Email: mobile@spriggy.com.au

Post: Level 8, 66 King Street, Sydney NSW 2000

For complaints, we'll acknowledge your complaint as soon as practicable and aim to resolve your complaint within 30 days. For any feedback, complaints, questions or requests regarding your Mobile Plan, please contact Spriggy Mobile (not Spriggy) using the details below.

Contacting Spriggy Mobile regarding the Mobile Plan(s) or the Mobile Service

If you have any feedback, questions or concerns in relation to your Mobile Plan(s) and/or the associated Mobile Service, you should contact Spriggy Mobile Customer Service directly, through the following channels:

Spriggy Mobile Live Chat: when logged into the Spriggy App

Email: support@spriggy.com.au

Phone: 1300 640 918

Post: PO Box R1960, Royal Exchange NSW 1225

For complaints, Spriggy Mobile will investigate your complaint in accordance with the Spriggy Mobile Complaints Policy available at www.spriggy.com.au/mobile/terms/complaints-policy.

9. Changes to these Terms

We may make changes to these Terms. Updates to the Terms that we reasonably consider are not materially adverse to you may be made without notifying you but by updating the version of the Terms that is available at www.spriggy.com.au/mobile/terms and the changes will take effect from the date the updated version is posted on the website. This includes that we may increase our fees or introduce new fees without notice to you, but only if the fee increase or new fee will not apply to you.

The Terms available at www.spriggy.com.au/mobile/terms will be the latest version and will be available at no cost to view. You may also request a paper or electronic copy free of charge by contacting Spriggy.

Where we make changes to these Terms which we reasonably consider may be materially adverse to you, or will result in an increase to a fee that is payable by you, we will provide at least 30 days' prior notice of the change or variation. If you wish to terminate this agreement as a result of any change or variation Spriggy makes to these Terms that is materially adverse to you, you may do so in accordance with section B.3.

10. Miscellaneous

No waiver

No delay or failure to act in accordance with these Terms will be construed as a waiver of or in any way prejudice, any of a party's rights.

Assignment and transfers

You may not assign or otherwise transfer your rights or obligations under these Terms without our prior written consent.

Spriggy may assign or otherwise transfer or novate its rights and/or obligations under these

Terms without your prior consent to any of its affiliates or any third party. Where Spriggy assigns or otherwise transfers its rights or obligations under these Terms, we will provide you with reasonable notice. If you do not agree to this, you can terminate this agreement in accordance with section B.3 of these Terms. If you do not terminate or you otherwise continue to use the Sites after 30 days following our notice to you, you will be deemed to have accepted the assignment or transfer.

Applicable law

The Sites, excluding any linked third-party sites, are controlled by us from Australia.

These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Unenforceable terms

If any of these Terms are found by a court to be invalid or unenforceable, they may be severed and the invalidity or unenforceability will not affect the validity or enforceability of the remaining Terms.

No offers where illegality arises

Nothing on the Sites constitute an offer to provide goods or services in any jurisdiction if doing so would contravene the laws of that jurisdiction.

Sites or content may be unlawful outside Australia

If you access the Sites from outside Australia, you do so at your own risk and accept responsibility for ensuring or confirming compliance with all laws that apply to you because of that access or any consequent transactions or dealings with us.

Notices

You consent and agree to receive communications and notices in relation to the Sites and these Terms electronically (including via the Spriggy App, by email or by post). Any notice or document may be given by Spriggy sending it to your last known postal or email address. If the notice or document is sent to your last known postal address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

If you want a hard copy of these Terms, please contact us.

Definitions

Account the account Spriggy Mobile creates for the purpose of setting up your Mobile Plan(s).

Activation means when your SIM is registered, and your Account becomes active.

Add-Ons means paid additional features that may be offered by Spriggy from time to time through the Sites.

Add-On Fee means the applicable fee for an Add-On.

Add-On Purchase Terms means the applicable terms and conditions governing the purchase of an Add-On, which will be available at www.spriggy.com.au/mobile/terms.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.

Child means your child who you may provide with a SIM, for use in connection with the Mobile Service governed by the Mobile Service Terms and Conditions.

Complaints Policy means the complaints policy provided by Spriggy Mobile, which is viewable at www.spriggy.com.au/mobile/terms/complaints-policy.

Consumer Terms means the consumer terms standard form of agreement provided by Spriggy Mobile, which is viewable at www.spriggy.com.au/mobile/terms/sfoa.

Critical Information Summary or **CIS** means the critical information summary provided by Spriggy Mobile that provides a summary of the relevant Mobile Plan. 'Critical Information Summaries' has a corresponding meaning.

Customer Service means Spriggy Mobile's customer service operations for the Mobile Service.

Disconnection means disconnection from a Mobile Service.

Fair Go Policy means the fair go policy provided by Spriggy Mobile, which is viewable at www.spriggy.com.au/mobile/terms/fair-go-policy.

Financial Hardship Assistance Policy means the financial hardship assistance policy provided by Spriggy Mobile, which is viewable at www.spriggy.com.au/mobile/terms/financial-hardship-policy.

Mobile Plan means the paid plan for the Mobile Service and which is described as a subscription, plan, product or similar expression in the Spriggy Mobile Agreement. 'Mobile Plans' has a corresponding meaning.

Mobile Service means the mobile telecommunications service provided by Spriggy Mobile to you, including all matters relating to the continuing supply of the mobile service (including Activation, changing your payment information, Customer Service and Disconnection).

Mobile Service Terms and Conditions means the terms and conditions between you and Spriggy Mobile that govern your Mobile Service, which are viewable at www.spriggy.com.au/mobile/terms.

Parent means the parent or guardian individual who registers for the Sites.

Payment Service Providers means the third party service providers that will process the purchase of an Add-On(s) and/or other goods that may be offered to you by Spriggy or the relevant third party from time to time. These may include Stripe Payments Australia Pty Ltd (ABN 66 160 180 343), IntegraPay Pty Ltd (ABN 63 135 196 397) and PayPal Australia Pty Limited (ABN 93 111 195 389).

Pricing Table means the Spriggy Mobile document that is the standard pricing table for the Mobile Service, which is viewable at www.spriggy.com.au/mobile/terms/pre-paid-pricing.

Privacy Policy means the Spriggy privacy policy which is available at www.spriggy.com.au/mobile/terms/spriggy-privacy-policy.

Related Body Corporate has the meaning given to it in the Corporations Act 2001 (Cth). 'Related Bodies Corporate' has a corresponding meaning.

Sites has the meaning given in the 'Important information' section at Section A of this document.

SIM means the subscriber identity module associated with the Mobile Service, that may be in the form of a smart card or eSIM and is allocated a unique number.

Spriggy means Rivva Mobile Pty Ltd (ABN 35 674 423 333).

Spriggy App means the mobile application operated by Spriggy and/or its related entity Rivva Pty. Ltd. (ABN 86 603 542 918) (as applicable) that (among other things) allows you to access information about your Mobile Plan(s) and Account. For the avoidance of doubt, for the purposes of these Terms, this does not include those parts and functions of the mobile application that relate to the Spriggy Pocket Money Products and Services (which are governed by separate terms, available at www.spriggy.com.au/terms).

Spriggy Mobile means Fastter Pty Ltd trading as Spriggy Mobile (ABN 39 667 581 740) and/or its Related Bodies Corporate (as applicable).

Spriggy Mobile Agreement has the meaning given to it in section A.2 of these Terms.

Spriggy Mobile Products and Services means the products and services provided by Spriggy Mobile, and any refurbished mobile devices or associated goods offered for purchase by the relevant third party retailer, and all associated functionality, experiences and services that may be available via the Spriggy App and/or Spriggy Mobile Website from time to time. This includes without limitation the Mobile Services, and any associated product and app features (such as Add-Ons), Customer Services, and any promotional offers or competitions, that may be made available from time to time.

Spriggy Mobile Sites Terms and Conditions means these terms and conditions, which are viewable at www.spriggy.com.au/mobile/terms.

Spriggy Mobile Website means the relevant part(s) of the website operated by Spriggy and/or its related entity Rivva Pty. Ltd. (ABN 86 603 542 918) (as applicable) in connection with the Spriggy Mobile Products and Services that (among other things) allows individuals to complete an online application for one or more Mobile Plan(s) and order one or more associated SIM(s). The website is viewable at www.spriggy.com.au/mobile.

Spriggy Pocket Money Products means the Parent Wallet and Prepaid Card.

Spriggy Pocket Money Products and Services means the Spriggy Pocket Money Products, and all associated functionality, experiences and services relating to those products.

Spriggy Pocket Money Sites means the relevant part(s) of the Spriggy Pocket Money Website and the Spriggy App to the extent they relate to the Spriggy Pocket Money Products and Services. For the avoidance of doubt, access to and use of the Spriggy Pocket Money Sites in connection with the Spriggy Pocket Money Products and Services is subject to separate terms and conditions, which are viewable at www.spriggy.com.au/terms.

Spriggy Pocket Money Website means the relevant part(s) of the website operated by Rivva Pty. Ltd. (ABN 86 603 542 918, AFSL 513762) in connection with the Spriggy Pocket Money Products and Services that (among other things) allows individuals to register for the Spriggy pocket money family membership, and apply for or request the Spriggy Pocket Money Products to be issued by the product issuer. The website is viewable at www.spriggy.com.au.

Terms has the meaning given in section B.1 of these Terms.

We, us, our means Spriggy.

You, your means the parent or guardian individual that accesses or uses the Sites.

In these Terms, unless otherwise indicated:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in these Terms includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of these Terms or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next Business Day;
- if a party consists of more than 1 person, the terms and conditions set out in these Terms bind each of them separately and 2 or more of them jointly and severally;
- an obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.