

Special Conditions and Service Description amaysim Broadband

Valid as of 12 December 2017

Table of Contents

| | | |
|------------|---------------------------------------|----------|
| <u>1.</u> | <u>About this service description</u> | <u>1</u> |
| <u>2.</u> | <u>The Service</u> | <u>1</u> |
| 2.1. | What is the Service | 1 |
| 2.2. | Access Speeds | 2 |
| <u>3.</u> | <u>amaysim Broadband Plans</u> | <u>2</u> |
| 3.1. | The Plans | 2 |
| 3.2. | Basic Speed Plan | 2 |
| 3.3. | Standard Speed Plan | 2 |
| 3.4. | Premium Speed Plan | 3 |
| <u>4.</u> | <u>Installation</u> | <u>3</u> |
| 4.1. | Service Installation | 3 |
| <u>5.</u> | <u>Limitations of Service</u> | <u>4</u> |
| 5.1. | Limitation to Service address | 4 |
| 5.2. | Personal Use | 4 |
| <u>6.</u> | <u>Equipment and Cabling</u> | <u>4</u> |
| 6.1. | Equipment | 4 |
| 6.2. | Cabling | 5 |
| <u>7.</u> | <u>Support</u> | <u>6</u> |
| 7.1. | Support & Faults | 6 |
| <u>8.</u> | <u>Minimum Term</u> | <u>6</u> |
| 8.1. | Minimum Service Term | 6 |
| <u>9.</u> | <u>Charges and Fees</u> | <u>6</u> |
| 9.1. | Service Charges | 6 |
| <u>10.</u> | <u>Payment Method</u> | <u>7</u> |
| 10.1. | How you will need to pay | 7 |
| <u>11.</u> | <u>Supplementary Charges</u> | <u>7</u> |

| | | |
|------------|-------------------------------------|----------|
| 11.1. | Additional charges | 7 |
| <u>12.</u> | <u>Service Cancellation</u> | <u>8</u> |
| <u>13.</u> | <u>Personal Login Area</u> | <u>8</u> |
| 13.1. | Receiving and retrieving a password | 8 |
| 13.2. | Self-Service on personal login area | 8 |
| 13.3. | Confidentiality | 9 |
| <u>14.</u> | <u>Access Restrictions</u> | <u>9</u> |
| <u>15.</u> | <u>Contacts</u> | <u>9</u> |

1. About this service description

- a) This document describes the supply of access and connectivity to the **amaysim broadband service**. The Service is supplied to you by amaysim Australia Ltd (ABN 65 143 613 478).
- b) This Service Description is part of our Standard Form of Agreement, which is made up of all of the documents listed in our General Terms.
- c) The latest version of the above documents is available for download on our website www.amaysim.com.au. Capitalised terms which are not otherwise defined in this document have the meaning given to them in the amaysim Dictionary.

2. The Service

2.1. What is the Service

- 2.1.1. amaysim delivers high speed unlimited internet access via multiple technology types including but not limited to:
 - a) Fibre to the Premises (FTTP). This technology utilises an optic fibre line run from the nearest available fibre node, to the premises.
 - b) Fibre to the Node (FTTN) or Vectored transmission for Digital Subscriber Lines (VDSL). This technology utilises an existing copper network to make the final part of the connection, from a nearby cabinet or micro-node to the premises.
 - c) Fibre to the Building (FTTB). This technology connects an apartment block or similar types of buildings via a fibre optic line to the building communications room. Existing technology in the building is used to connect to each apartment.
 - d) Hybrid Fibre Coaxial (HFC) Network. This technology utilises an existing 'pay TV' or cable network to make the final part of the network connection. A HFC line will be run from the nearest available fibre node, to your premises.
 - e) Fixed Wireless. This technology is used where the distance between premises can be many kilometres. This technology transmits data from a transmission tower located up to 14kms from a premises to a rooftop antenna. A network device is installed at the point where the cable from the roof antenna enters the premises.

2.2. Access Speeds

- 2.2.1. The amaysim broadband plan you choose will have a specified access speed for that Service. This speed is set by the network provider and is representative of maximum speeds only. Maximum speeds may vary, are theoretical, and may not always be achieved by all customers.
- 2.2.2. Broadband speeds may vary depending on factors including internet traffic, the speed of the site you are visiting, the configuration of your computer hardware and software, the performance of infrastructure not operated by amaysim, the number of users simultaneously using the network, the time of day that you access the network, as well as the speed of Wi-Fi networks and traffic on your internal network.
- 2.2.3. You may elect to change your access speed by notifying our customer service team, or by submitting your request online. All requests to change access speeds are free. Where an access speed change occurs you will be provided with a pro-rata credit for the remainder of your prepaid billing period if applicable, you will then be charged the difference between your pro-rata credit and the new access speed charge amount. You may only request to change your access speed once per 30 days.

3. amaysim Broadband Plans

3.1. The Plans

- 3.1.1. amaysim's broadband service delivers high speed unlimited internet access via different networks to the boundary point of your premises. The line speed of your connection will be delivered via one of the following chosen service speeds:

3.2. Basic Speed Plan

- 3.2.1. amaysim's **Basic Speed** plan will provide unlimited data at a cost of \$60.00 per month and is intended for everyday use, browsing and emailing.

3.3. Standard Speed Plan

amaysim's **Standard Speed plan** will provide unlimited data access at a cost of \$70.00 per month and is intended for web browsing, streaming video, emailing and networking.

3.4. Premium Speed Plan

- 3.4.1. amaysim's **Premium Speed** plan will provide unlimited data access at a cost of \$90.00 per month and is intended for 4K video, uploading & downloading large files and multiple devices using high bandwidth applications.

4. Installation

4.1. Service Installation

- 4.1.1. Access to the Service is possible only in areas where the relevant broadband network has been activated. **Network** coverage may be checked on the amaysim website. A successful online check for Service availability via the amaysim website is only a preliminary check and does not guarantee connectivity. Once you apply for an amaysim Broadband service, amaysim will conduct a more detailed check to ensure Service availability at your premises;
- 4.1.2. A Network Termination Device ('NTD') may be required in your home. If you don't have an NTD installed in your home already and an NTD is required, you or an authorised person over 18 years of age will be required to be home on the day of installation for a technician visit. We will advise during the sales order process if an NTD is required. You can connect directly from your equipment to this device by Ethernet cable.
- 4.1.3. You will need to comply with all reasonable requests from amaysim's network approved installer.
- 4.1.4. Unless you tell us otherwise, you agree that standard installations as reasonably determined by us and our network provider can be completed. A standard installation includes connecting a fibre optic cable from your street to the utility box installed on the outside of your premises.
- 4.1.5. Rescheduling an installation appointment requires a minimum of 3 working days notice. Missed appointments may incur a fee, as set out in our Price Table. The installer or amaysim may need to reschedule an appointment. We will advise you of this change where possible except where our installer makes a change and does not inform us.

- 4.1.6. Appointment times are critical and will be carefully managed by amaysim to best ensure each party is available for the installation of required equipment at the agreed time. However, we cannot guarantee that appointment times will always be met, nor can we guarantee that an appointment can proceed at a specified time and date. Except to the extent required by laws which cannot be excluded by contract, you acknowledge and agree that amaysim is not liable for costs, expenses, loss, damage, lost profits, lost revenue, lost savings, lost opportunity any other consequential or indirect loss or any claim by a third party, where an appointment did not occur at a scheduled time or date.
- 4.1.7. Where required, an approved installer may install a range of different NTDs during the appointment. A manual will be provided with the NTD explaining the connection process to your Ethernet modem or gateway'. The NTD is power dependant and may cease to function if there is a power failure unless a backup battery is connected. The NTD must be installed in a dry place, with adequate ventilation.

5. Limitations of Service

5.1. Limitation to Service address

- 5.1.1. You agree and understand that the Service supplied by amaysim is for use at the address indicated on your registration application with amaysim only, and may not be shared or transmitted to other physical locations or premises.

5.2. Personal Use

- 5.2.1. The Service is supplied for personal use only to residential customers. The amaysim Broadband Fair Go policy applies to the use of this Service.

6. Equipment and Cabling

6.1. Equipment

- 6.1.1. You will require a compatible Ethernet modem or gateway device to connect to the NTD, unless an FTTN or FTTB Service is installed in which case an Ethernet modem or gateway device will connect to an existing phone socket.

- 6.1.2. We may need to change modems or equipment to a comparable model or brand from that advertised, and reserves the right to make this change without compensating you.
- 6.1.3. We will provide technical support for modems or equipment supplied by amaysim. Please contact the modem manufacturer for support requests where the modem has not been supplied by amaysim.
- 6.1.4. Modems may be provided under a lease arrangement, or sold outright to you as a customer. Additional terms and conditions will apply depending on whether you lease your modem or purchase it.
- 6.1.5. Some equipment is designed for a specific type of connection technology and may not be compatible between different technology types. Please ensure that your equipment is compatible with the Service in use, we accept no responsibility for an inability to use the Service or product (for example some telephones handsets, medical and security alarms, EFTPOS machines, fax machines) as a result of equipment incompatibility.
- 6.1.6. We may request that additional equipment is installed at your premises for the purpose of broadband speed monitoring.

6.2. Cabling

- 6.2.1. You may need new cabling inside your premises to connect from the network boundary point to the location(s) in your premises where the Service will be used. Cabling within your premises is your responsibility.

7. Support

7.1. Support & Faults

- 7.1.1. amaysim will assist with new account setup, establishing a working internet connection and the disconnection of Service. If you bring your own modem or device, we will provide you with settings to input into your device only.
- 7.1.2. Please contact the amaysim service team on service@amaysim.com.au via Live Chat or via 1300 808 300 if you have a fault with your Service. We will attempt to resolve all faults as soon as practicable. You are required to report faults accurately and respond promptly to all reasonable requests from amaysim Customer Service Representatives to troubleshoot and resolve any reported fault or issue with your Service.
- 7.1.3. You may be charged a fee to your account if a fault is found to be caused by your own equipment or setup after you have requested escalated technical support and a specialist from our network provider or other provider has been sent to investigate your fault.

8. Minimum Term

8.1. Minimum Service Term

- 8.1.1. The Service is provided on a rolling month-to-month basis. You may cancel at any time. Any payments made prior to cancellation are forfeited. The minimum term period for your Service is one calendar month, and will begin from the time your Service is activated.

9. Charges and Fees

9.1. Service Charges

- 9.1.1. The Service is a Pre-paid Service and bills will not be issued for monthly plan charges. Fees for incorrect call out will be sent to you via invoice and deducted from your elected payment method after 10 working days.
- 9.1.2. All equipment, delivery, set-up and the initial month's Service fee must be paid in full. You will be charged the cost of any modems or device as soon as we know the Service can be delivered to your nominated address. The monthly access fee will be charged upon activation of the service.

9.1.3. Information about where the Service will be installed must be correct and free from errors provided by You to amaysim. Additional setup and any monthly fees will be payable if the Service is installed at an incorrect address based on information that you have provided to amaysim.

9.1.4. Payment of Service charges will be due monthly and deducted from your nominated payment method in accordance with your activation date. We will send a payment receipt to your nominated email address once we have processed the payment.

10. Payment Method

10.1. How you will need to pay

10.1.1. When signing up to amaysim, you'll be asked to provide your Credit/Debit Card details in order to pay for the charge of your monthly plan. Your first monthly plan payment will be deducted once your service has been activated

10.1.2. If you are also an amaysim mobile customer, a singular payment method must be used to pay for your amaysim Broadband and amaysim Mobile Service.

10.1.3. You may update the payment details for your account at any time in My Amaysim.

11. Supplementary Charges

11.1. Additional charges

11.1.1. All supplementary charges are displayed in the amaysim Price Table. You should also be aware that the following activities may incur additional fees and charges:

- A New Development Charge or similar charge applies to all new orders for Services in new development locations. This charge is a contribution in a new development to the infrastructure cost of the network. A new development area refers to the first connection at a premises in a newly developed area i.e. a suburb with no pre-existing telecommunications infrastructure, or the first connection(s) at premises in an established area in the rare instance that a developer has increased the number of dwellings on the same plot of land. We will inform you during the registration process if the New Development Charge or similar charge applies to your premises.

- New Development Charges and similar charge are levied by the underlying network provider. amaysim must pass this charge on to you, and cannot discount or waive the fee under any circumstance if your premises requires a new development connection. amaysim will seek your consent before proceeding with a new development connection. If you do not agree to the fee where required, we will not be able to proceed with Service installation.

12. Service Cancellation

You may cancel your Service at any time, but amaysim will not refund you for any unused monthly portion of that Service.

13. Personal Login Area

On our website www.amaysim.com.au we will provide you with a Personal Login Area. In order to enter your Personal Login Area you require the login details as provided to you by amaysim.

13.1. Receiving and retrieving a password

Once you have ordered your Service you will be given your password upon completion of the online order process.

If you lose or forget your password you can reset it. To reset your password either click the link “lost password” under the entry field for your Personal Login Data on our website www.amaysim.com.au. We will send you an email containing a link to the email address that you have left with us. You can use this link to access your Personal Login Area immediately and enter a new password. For security reasons, we may not be able to change the email address you have on file with us directly

13.2. Self-Service on personal login area

In your Personal Login Area on our website www.amaysim.com.au you may perform a range of account management tasks, such as:

- accessing support services
- check your contract status
- check your order and application status
- change personal details
- update payment details
- download invoices / receipts

The appearance of the account management tasks in your Personal Login Area may change from time to time.

13.3. Confidentiality

You must keep your password confidential along with all other personal identification that you give us in connection with the Service. Any person who knows your password and may have access to your Personal Login Area, and hence will be able to view your personal information and exchange account details.

14. Access Restrictions

At your request we may prevent your Service from accessing the internet. We may also bar or suspend your Service access if:

- a) you fail to make a required monthly pre-paid payment for your Service;
- b) fail to pay for a fee required to correct or re-establish the Service; or
- c) you use the Service in violation of our Standard Form of Agreement

15. Contacts

By Phone: 1300 808 300 (567 if you have an amaysim mobile)

Hours of Operation:

Monday - Friday 8.00 am – 07.00 pm AEST

Saturday, Sunday, Public Holidays 10.00 am - 6.00 pm AEST

By Email: service@amaysim.com.au

By Mail

PO Box R567

Royal Exchange NSW 1225