

Special Conditions and Service Description for amaysim Data Only

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1. About these Special Conditions and Service Description

- a) This document describes the amaysim Data Only Service.
- b) This Service Description forms part of the amaysim General Terms and its components. Even if you discontinue to use the amaysim Data Only Service the Service or the Agreement will in not be influenced in any way.
- c) The latest version of the above documents are available for download on our website www.amaysim.com.au

2. The amaysim Data Only Service

2.1. Conditions for the use of amaysim Data Only Service

amaysim Data Only means one of the Data Only Plans and Data Top-Ups described in this Service Description. To use amaysim Data Only you have to be either an existing amaysim customer and use the amaysim Service together with an amaysim SIM card or purchase a new amaysim SIM card. amaysim Data Only Plans may be used to upload and download data on your mobile handset or smartphone or tablet device which has the capacity to work with the Optus 4G / 3G mobile network.

2.2. How to use the Service

- 2.2.1. To use the amaysim Data Only Service you need an amaysim SIM card and a SIM-lock free mobile device which could be:
 - a smartphone,
 - a tablet computer,
 - a pocket Wifi or USB modem,
 - any wireless modem
 - or any other devicethat works on the Optus 4G / 3G network.

2.2.2. By default, your amaysim Data Only SIM card can also be used for the full range of the amaysim Services. For technical reasons the use of the full range of the amaysim Services cannot be switched off. In order to use the Service you have to be a Post-paid Customer or as a Pre-paid Customer use the automatic top-up facility with direct debit or credit card or recharge your Airtime Credit. If you are using your amaysim Data Only SIM card in a smartphone or in any device which can be used for voice calls or to send SMS you could be generating charges on top of the charges for your respective amaysim Data Only Plan.

2.3. Coverage

2.3.1. The amaysim Data Only Service is only available in areas that are covered by our 4G and 3G areas. To check coverage areas, please see:

<https://www.amaysim.com.au/about/coverage>

To have access in the entire coverage area you need a modem that supports multiple frequency bands. Some frequencies are not available in all areas and frequencies will vary between areas.

2.3.2. You are responsible to find out whether there is sufficient coverage in the areas in which you would normally use the amaysim Data Only Service.

2.3.3. Even for those areas in which the amaysim Data Only Service is available we cannot guarantee

- that the Service is available in all areas with coverage,
- that there will be no drop-outs,
- that there will be no delays in the data transmission when switching between bearer networks, and
- that the network will not be congested.

2.4. Data Transfer Speed

- 2.4.1. Theoretical download speed depends on the location you are in and handset type. You can expect speeds between 512 Kbps and 30 Mbps with peak speeds around 50 Mbps and higher. Actual speeds may be slower.
- 2.4.2. The data transmission speed on our network will depend on:
- The network used to connect to the amaysim Data Only Service (4G / 3G will offer better transmission rates than on the general GSM network, but might not be available everywhere),
 - your distance from the next mobile tower,
 - the capacity and load of the mobile tower,
 - the number of users sharing the network simultaneously,
 - your equipment and software,
 - general activity on the Internet, and
 - speed and capacity of the server that you are accessing.

3. Data Only Plans

3.1. amaysim Data Only Plans

- 3.1.1. amaysim Data Only Plans are offered in the following different Data Only Plan sizes.
- 3.1.2. The 2GB Data Only Plan allows combined download and upload data transmissions of up to 2GB (2,048 MB) within 28 days at a cost of \$15.00.
- 3.1.3. The 5GB Data Only Plan allows combined download and upload data transmissions of up to 5GB (5,120 MB) within 28 days at a cost of \$25.00.
- 3.1.4. The 20GB Data Only Plan allows combined download and upload data transmissions of up to 20GB (20,480 MB) within 28 days at a cost of \$45.00.

- 3.1.5. The 50GB Data Only Plan allows combined download and upload data transmissions of up to 50GB (51,200 MB) within 28 days at a cost of \$60.00.
- 3.1.6. The 100GB Data Only Plan allows combined download and upload data transmissions of up to 100GB (102,400 MB) within 28 days at a cost of \$70.00.
- 3.1.7. The 150GB Data Only Plan allows combined download and upload data transmissions of up to 150GB (153,600 MB) within 28 days at a cost of \$90.00.

(each a "Data Only Plan".)

3.2. Calculation of data usage

- 3.2.1. Usage of amaysim mobile data will be calculated in 1 kilobyte increments per session. Sessions that make up part of 1 kilobyte will be rounded up to the next full 1 kilobyte increment.
- 3.2.2. A data session is a data transaction between your smartphone, tablet PC or modem and an Internet destination such as a website or a database for a smartphone application. Your hardware controls when a session starts and when it ends. amaysim cannot influence this. For example, depending on how your hardware operates, browsing a series of webpages may be a single session, or a session may start and end each time when your hardware is updating your email or you activate a smartphone application.

3.3. Limitations

- 3.3.1. The included mobile data volume can be used within Australia. Data use whilst using International Roaming will not be deducted from the Data Only Plan and will be charged at the respective applicable roaming rate. International Roaming charges can be viewed in our Price Table.
- 3.3.2. amaysim Data Only Plans are not be available in the Northern Territory.

- 3.3.3. You may connect a LAN to the service for private use, however the set-up and configuration of a LAN connected to the service is not supported by amaysim.

4. Expiry, Auto Renewal and Upgrade

4.1. Expiry

- 4.1.1. Your amaysim Data Only 2GB, 5GB, 20GB, 50GB, 100GB and 150GB Plan expires either:
- when your combined data download and upload transmissions (including Data Top-Ups) have reached the allowed volume, or
 - after 28 days, or
 - you chose to switch to another Data Only Plan, whichever happens earlier.

As per section 5.1, Post-paid customers will automatically receive a 1GB Data Top-Up when your data inclusion has been exhausted.

Pre-paid customers may manually add Data Top-Ups as required.

- 4.1.2. If you are close to having used up your total data allowance before the end of the validity period, you will be informed of the approaching usage of your Data Only Plan by SMS and email.
- 4.1.3. Any unused data expires with the respective Data Only Plan and will not be rolled over into the next period even if you have activated automatic renewal.
- 4.1.4. If your Data Only Plan expires before the end of the included time period, you will be notified. You can also choose to purchase another Data Only Plan of a different value at any time. If you are a Post-paid customer on the 2GB, 5GB, 20GB, 50GB, 100GB or 150GB Data Only Plan, a Data Top-Up of 1GB will be automatically applied to your service at a cost of \$10.00. You can also choose to purchase another Data Only Plan at any time.

4.2. Automatic Renewal

- 4.2.1. If you are using either the 2GB, 5GB, 20GB, 50GB, 100GB or 150GB Data Only Plan, it will be renewed automatically to the same Data Only Plan after 28 days as a standard setting. You may cancel automatic renewal, you can do so at any given point and your amaysim Data Only Plan will not be renewed after 28 days. For technical reasons, you must cancel automatic renewal no less than 48 hours before the end of the validity period of your amaysim Data Only Plan package. If you choose to cancel automatic renewal, you must do so on each occasion that the Plan is applied or re-applied against your Service.
- 4.2.2. If you are a Pre-paid customer, the price for your amaysim Data Only Plan renewal will be charged against your Airtime Credit upon automatic renewal. You have to make certain that your Airtime Credit is sufficient to cover the charge for the automatic renewal or else you will be charged against your credit card or direct debit details should you have registered these on your account. If your Airtime Credit is not sufficient, automatic renewal fails, your amaysim Data Only Plan expires and your data usage will be charged at the normal "Pay As You Go" data price as set out in the Price Table against your remaining Airtime.
- 4.2.3. If you are a Post-paid customer the automatic renewal of your amaysim Data Only Plan will be added to your monthly bill. As a billing cycle runs over one calendar month and your respective amaysim Data Only Plan is valid for 28 days, it could occasionally happen that you will find the charge for the amaysim Data Only Plan twice on your monthly bill.

4.3. Upgrades and Re Use

- 4.3.1. If you have used up the allowed data quantity of your 2GB, 5GB, 20GB, 50GB, 100GB or 150GB Data Only Plan in less than 28 days you may purchase any other Data Only Plan to a different value immediately. You may not immediately purchase a new plan to the same value as your existing Data Only Plan.

4.3.2. If you upgrade your amaysim Data Only Plan to any other Data Only Plan before you have used up the allowed data quantity, the remaining data quantity of your current Data Only Plan will not be rolled over into the new amaysim Data Only Plan.

4.4. Downgrade

4.4.1. Should you wish to downgrade to a smaller size Data Only Plan you may do so at any time.

4.4.2. If you downgrade your amaysim Data Only Plan to any other Data Only Plan before you have used up the allowed data quantity, the remaining data quantity of your current Data Only Plan will not be rolled over into the new amaysim Data Only Plan.

4.4.3. All unused data expires with the Data Only Plan and will not be rolled over into following periods.

5. Data Top-Ups

5.1. Additional Data for Existing Plans

5.1.1. Data Top-Ups will be made available in the following sizes:

5.1.2. The 1GB Data Top-Up allows combined download and upload data transmissions of up to 1GB (1,024 MB) for the duration of your existing Data or Unlimited Plan at a cost of \$10.00.

(each a "Data Top-Up".)

5.1.3. Data Top-Ups allow you to add more data to your existing Data or amaysim Unlimited plan. Data Top-Ups are used where you have or will exceed your current data allowance.

- 5.1.4. Data Top-Ups do not renew and expire when the data on your existing product plan expires at which time any remaining data will no longer be available. Top-Ups can be added as many times as you want in a 28 day period. The 1GB data top-up feature is enabled by default for Post-paid customers. You may not elect to disable or turn off the 1GB Data Top-Up feature as a Post-paid customer. Pre-paid customers may add Data Top-Ups as required.
- 5.1.5. Data Top-Ups are not available to customers using the Flexi Plan or the As You Go Plan.
- 5.1.6. You acknowledge and agree that usage notifications as defined in the Telecommunications Consumer Protection Code will not be provided for Data Top-Ups. amaysim will still provide a notification to you whenever a new Data Top-Up is automatically applied.

5.2. Which Plans can be used with Data Top-Ups?

- 5.2.1. Data Top-Ups can be used in conjunction with amaysim Unlimited Plans and Data Only Plans.