

# amaysim Fair Go Policy

Valid as of 12 October 2016

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## **1. About this Policy**

This Fair Go policy has been created so that amaysim can continue to provide high quality low cost mobile services to all of our customers.

## **2. Service**

Service means the telecommunication service amaysim provides for Postpaid and Prepaid customers.

## **3. Personal Use**

All of our amaysim products and services are for personal use only (see the terms and conditions which apply to each product and service). Personal use means that an individual person uses our products and services only for private use and in a manner which is reasonable and acceptable. Use of amaysim services for business purposes – including carrying out the operations of large groups and organisations - falls outside personal use and is prohibited.

## **4. Unreasonable Use**

Unreasonable use occurs where usage activity adversely affects any part of amaysim's network or amaysim's host carrier's network or adversely affects the ability of other amaysim customers to use a service, where a service is used in connection with a device that switches or reroutes calls to or from any part of amaysim's network or any part of amaysim's host carrier's network, or where we have reason to believe that a product or service is being used for fraudulent purposes.

Some examples of unreasonable use of our service include but are not limited to:

- Leaving a call connection open for purposes unrelated to making a call, or while in an unattended state for a prolonged period of time eg. as a baby monitor
- Using our service for mass distribution to a large number of recipients
- Using our service to provide call centre services, to carry out telemarketing, for back to base services, wholesaling any service, SIM boxing, arbitrage or for other business use
- Misuse of free calls or texts to amaysim's 567, 568, 321 or 569 numbers
- The use of calling cards, dialling applications or apps, or VoIP services, where the call is switched or re-routed to another destination, service or number
- Calling 13xx or 18xx numbers to make indirect calls through other providers.

## 5. Unacceptable Use

Unacceptable use of our service is improper interference with another person's use of our service, use for an illegal or unlawful purpose or use of any equipment or device (including SIM cards) which have not been approved by us.

Some examples of unacceptable use of our service include but are not limited to:

- providing us with false user information
- sending unsolicited or unwanted commercial electronic messages
- gaining improper access to another person's private or personal information
- distributing or making available indecent, obscene, offensive, pornographic, illegal or confidential material
- defaming, harassing or abusing anyone or violating their privacy
- contravening any applicable law
- communicating with emergency service organisations without an emergency
- distributing or making available material that is misleading or deceptive as to your identity
- infringing any person's intellectual property rights, including copyright
- monitoring data or traffic on any network or system without the authorisation of the owner of the network or system to do so
- obtaining or attempting to obtain unauthorised access to any computer, system or network
- seeking to compromise the security or interfere with the operation of our service or any other computer, system or network.

## 6. Breach of Fair Go Policy

If you use an amaysim product or service in breach of our Fair Go Policy, we may contact you and ask you to stop, or change your usage. If you have used or continue to use the service or product in a way which we consider to be in breach of our Fair Go Policy, we reserve the right to transfer your service or product to the amaysim As You Go Plan, to remove features from your service or product or to suspend or terminate your service immediately **without notice**.