

amaysim Mobile Service Description

Valid as of 07 July 2016

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1. About this service description

- a) This document describes the amaysim mobile service.
- 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.

2. The Service

2.1. What is the Service

The Service that we offer to you allows you to:

- a) make calls from and receive calls to your mobile phone in Australia and abroad (International Roaming);
- b) send and receive data, text messages (SMS) and multi media messages (MMS) to and from your mobile phone; and
- c) use Value Added Services, including leaving and to retrieving voice mail messages.

2.2. Value Added Services

As Value Added Services can be more expensive than standard calls we may set a limit on these services. We may also block certain Value Added Services at our discretion.

2.3. Supplying the Service

- a) The Service is supplied to you by amaysim Australia Ltd (ABN 65 143 613 478).
- b) amaysim supplies the service using a network operated by Optus.

3. amaysim SIM card

3.1. How to obtain an amaysim SIM card

- 3.1.1. To be able to use the Service you need an amaysim SIM card. If you do not already have an amaysim SIM card for use with the Service we will supply you with an amaysim SIM card.
- 3.1.2. You can order an amaysim SIM card on our website www.amaysim.com.au, through selected retailers or by calling our order hotline.
- 3.1.3. If you order your amaysim SIM card online via our website www.amaysim.com.au and your order is accepted and you have paid the amaysim SIM Card price, your amaysim SIM card will be delivered by mail to the delivery address that you have specified in your order. Delivery usually takes place within two working days after the completion of your order.
- 3.1.4. You must have a mobile phone in order to use the Service. amaysim will not supply a mobile phone to you.
- 3.1.5. Your amaysim SIM card comes with storage in which you can store up to 500 or 250 (on 2G phones) names and numbers. Also the following services and numbers may have been preconfigured on your amaysim SIM card:

Balance & Recharge	555
Voicemail Access	321
Customer Care	567
Directory Assistance	124937

- 3.1.6. Under certain conditions we may ask you to return the card to us. This could be when we have to replace the amaysim SIM card or when the Service is cancelled.

3.2. How to Use your amaysim SIM card

- 3.2.1. Provided you have purchased the appropriate SIM card, your amaysim SIM card may be used in all GSM mobile phones without SIM lock which use a standard, micro or nano SIM card.

- 3.2.2. To use your amaysim SIM card with a mobile device that requires a micro or nano SIM you need to break it out along the perforation. Once you have broken out the SIM, your amaysim SIM card may no longer function as a regular size amaysim SIM card and may need to be replaced at a supplementary service charge to you.

3.3. Activation of your amaysim Service

- 3.3.1. Before you can use the amaysim Service for the first time, you need to Activate it, either online at our website www.amaysim.com.au or by calling our Activation Hotline with the short dialcode 567 from a mobile phone using the amaysim SIM card which will be used with the Activated Service.
- 3.3.2. You must activate your amaysim SIM card within a period of three months from purchase. If you do not activate your amaysim SIM card in this period it may be cancelled.

3.4. Lost, stolen or malfunctioning amaysim SIM card

- 3.4.1. If your amaysim SIM card is lost or stolen you should contact us as soon as possible so that we can block outgoing calls, SMS, MMS and data usage, suspend the Service altogether, activate IMEI blocking or take any other steps necessary to protect your account.
- 3.4.2. If your amaysim SIM card stops working for any reason, you should contact us to organise a replacement. We will replace defective amaysim SIM cards without charge (unless you caused the amaysim SIM card to become defective, in which case we may charge a replacement fee).

4. Phone Numbers (Mobile Subscriber Number - MSN)

4.1. How to obtain a Phone Number

- 4.1.1. When you order and activate your amaysim SIM Card online, you will be able to associate an MSN to your amaysim SIM Card by one of the following methods:
- By accepting an MSN we automatically propose from our number pool. If you do not like the proposed MSN, you can ask that another number from our pool be automatically proposed;
 - By searching for and selecting a Gold Number. Gold Numbers are numbers in our number pool that we have identified as potentially more desirable to

some customers, for example, because they may be more easily remembered. Choosing a Gold Number incurs a one-off charge as set out in the Price Table; or

- By porting in an MSN (using your "old number") from another telecommunications service provider.

4.1.2. When you obtain your amaysim SIM card offline and activate your amaysim SIM card by calling our Activation Hotline with the short dialcode 567, you will be able to associate an MSN to your amaysim SIM Card by one of the following methods:

- By accepting one of three different MSNs proposed by our agents;
- By asking our agent to search for and select a Gold Number. Gold Numbers are numbers in our number pool that we have identified as potentially more desirable to some customers, for example, because they may be more easily remembered. Choosing a Gold Number incurs a one-off charge as set out in the Price Table.
- By porting in an MSN (using your "old number") from another telecommunications service provider.

4.1.3. You do not own the phone number allocated to you and your right to use an MSN ends when your access to the Service is cancelled unless you port the MSN to another Telecommunication Service Provider.

4.1.4. If the Service is cancelled for whatever reason and you do not port the MSN to another Telecommunication Service Provider, we may assign the MSN to another customer after a reasonable time.

4.2. Changing your MSN

Normally, you will be required to pay a charge if you want to change an existing amaysim MSN. However, if you need a new phone number because you have received calls that are harassing, distressing, or cause you to have legitimate fears for your personal wellbeing, we will provide a new phone number without charge.

5. Coverage

5.1. Availability of the Service

5.1.1. The amaysim Service is not available in all parts of Australia. On our website www.amaysim.com.au we provide maps that show the coverage of the Service. Before subscribing to the Service, you should confirm the Service provides adequate coverage in your expected areas of use.

5.1.2. Even in locations where the Service is normally available, for technical reasons there may be occasions when:

- the Service is not available;
- there will be dropped calls;
- there will be congestion on the network which may disrupt the service (for example in exceptionally crowded areas such as concerts or football stadiums).

5.2. Roaming

5.2.1. International Roaming is not available in all countries or in all areas of countries where it is generally available. A list of countries where Roaming is available can be obtained on our website www.amaysim.com.au.

5.2.2. You may enable international roaming in the Personal Login Area.

6. The amaysim Pre-paid Payment Option

6.1. Description of the Pre-paid Payment Option

6.1.1. The amaysim Pre-paid Payment Option allows you to pay for your use of the Service entirely in advance. In order to use any feature of the Service, you must have purchased sufficient Airtime Credit to pay for that feature and that Airtime Credit must not have expired. No credit check is required in order for you to use the Pre-paid Payment Option – however, if you ever run out of Airtime Credit, or if your Airtime Credit has expired, or you do not have sufficient Airtime Credit to pay for a particular feature of the Service, you will only be able to receive calls, SMS and MMS until you recharge your Airtime Credit.

6.1.2. Although no credit check is required in order for you to use the Pre-paid Payment Option, we may require that you identify yourself to us, and provide evidence of your identity.

6.2. Airtime Credit and expiry

6.2.1. Once your amaysim SIM card has been activated you can purchase Airtime Credit. Airtime Credit can be purchased using Payment Methods that include the following:

- online on our website using your registered credit or debit card;
- via our SIM toolkit or SMS using your registered credit or debit card;
- offline by purchasing a recharge voucher (recharge vouchers may include an expiry date. If not redeemed before this date, the value of the voucher will be forfeited and cannot be refunded);
- via BPAY or direct bank transfer (EFT);
- automatically, if your Airtime Credit falls below a certain threshold and you have registered a credit or debit card;
- via your mobile phone if you have registered a credit or debit card.

6.2.2. Minimum values to recharge your Airtime Credit are

- \$ 10.00 when using your credit or debit card;
- \$ 10.00 when recharging via BPAY or direct bank transfer (EFT);
- \$ 10.00 when using automatic recharge; and
- \$ 10.00 when purchasing offline recharge vouchers.

6.2.3. As further detailed below in the section titled "Airtime Credit Validity", Airtime Credit will expire, if you do not recharge your Airtime Credit at least once every 365 days (unless we tell you that a different period applies). Once Airtime Credit has expired, it is forfeited and cannot be refunded.

6.2.4. Airtime Credit can never be redeemed for cash.

6.2.5. Airtime Credit can generally not be transferred between amaysim SIM Cards. However, if your amaysim SIM Card is lost or stolen, your Airtime Credit can be transferred to a replacement amaysim SIM Card.

6.3. Automatic Recharge

6.3.1. You may elect to automatically recharge your Airtime Credit either on a specific day of the month defined by you, or when your Airtime Credit falls under a certain threshold that has been defined by you.

- 6.3.2. In order to use automatic recharge, you need to have registered a credit or debit card or allow direct debit to your bank account.

6.4. Airtime Credit Validity

- 6.4.1. Your Airtime Credit may be used within a period of 365 days (unless otherwise stated) from your last recharge. This 365 day period is called the "Active Period" (for the purpose of determining your first Active Period, Activation is considered a recharge). Every time you recharge your Airtime Credit, a new 365 day Active Period for your entire Airtime Credit begins from the day of the recharge.
- 6.4.2. If you don't recharge your Airtime Credit within the Active Period, you enter into the Passive Period. On the first day of the Passive Period your Airtime Credit expires and you will not be able to make outgoing calls, send SMS or MMS or download data. You may, however, receive calls and SMS. You may also make calls to our Service Hotline on 567 and to Emergency Services. During the entire Passive Period you will be able to recharge your Airtime Credit. Upon recharge, your Active Period will restart and continue for a further 365 days.
- 6.4.3. If you do not recharge your Airtime Credit before the end of the Passive Period, we may cancel your Service, and we may allocate your MSN to another person. If this happens, the MSN cannot be returned to you.
- 6.4.4. The Passive Period has a duration of 90 days.
- 6.4.5. Within a period of 10 days before the end of the Passive Period we will warn you by SMS and email that we may cancel your Service.
- 6.4.6. If your Service has been suspended either by us or at your request, we cannot provide you with the warnings indicated under section 6.4 of this Service Description.

6.5. Insufficient Airtime Credit

- 6.5.1. In order to make outgoing calls, send SMS and MMS, download data or use Value Added Services you need to have sufficient Airtime Credit to pay the charges for the Service you are attempting to use. If you do not have sufficient Airtime Credit, your call will not be connected (unless it is an emergency call), or your message will not be sent, or no data will be transmitted.

- 6.5.2. If your Airtime Credit falls below \$2.00 you will receive a low-balance warning via SMS.
- 6.5.3. We will terminate a call without notice if your Airtime Credit falls to \$0.00 during a call.
- 6.5.4. Even if you do not have sufficient Airtime Credit to use some or all of the Service you will still be able to receive calls and messages from other people. You can always call our Recharge IVR on 555 to recharge your Airtime Credit with a recharge voucher and make calls to emergency services.
- 6.5.5. If your Airtime Credit is running low, has been completely used up or has expired you will have to recharge your Airtime Credit in order to be able to use the Service again.

7. The amaysim Post-paid Payment Option

7.1. Description of the Post-paid Payment Option

- 7.1.1. The amaysim Post-paid Payment Option allows you to pay for your use of the Service in arrears (in other words, we will issue you a bill for your use of the Service after you have actually used it). This means that your access to the Service is generally unlimited (although we may suspend access in some circumstances, normally if we are concerned unauthorised use is being made of your account). Where a product partition is purchased, eg. amaysim Unlimited, amaysim Flexi, amaysim Data Pack, you will be billed the monthly or annual fee upon activation of the service and on each renewal date. For payment terms associated with specific amaysim products, please refer to the special conditions and service description for that product type. You can only use the Post-paid Payment Option if we approve you doing so.
- 7.1.2. Before we consider approving you for the Post-paid Payment Option, we will review your credit history through a credit check. You will need to provide us with certain information about you, to confirm your identity. We may require that you identify yourself to us and provide evidence of your identity at any time.
- 7.1.3. If you refuse to provide information we require from you, or you do not agree to the credit check, we will not approve your use of the Post-paid Payment Option.

7.1.4. After the activation of the Post-paid Payment Option you will be billed for your usage of the Service at the end of each respective billing period. Product partitions will be billed as per 7.1.1 of this document.

8. Charges and Fees

8.1. Service Charges

8.1.1. The cost of the Service depends entirely on your usage of the Service. Usage includes the number and length of the calls you make, the number of SMS and MMS you send and the data that you download or upload as well as your usage of Value Added features and services.

8.1.2. You must pay

- the charges for your outgoing calls, SMS, MMS and data usage as set out in the Price Table on our website www.amaysim.com.au;
- the charges for the usage of Value Added Services as set out in the Price Table on our website www.amaysim.com.au, or, for services you purchase from other organisations (e.g. premium SMS Services), at the price specified by the supplying organisation;
- the charges for inbound calls that you have received while using international roaming as indicated in our Price Table; and
- any additional fees or charges as set out in the Price Table on our website www.amaysim.com.au.

8.2. How you will be charged

8.2.1. Calls will be billed in 60 second increments. This means that charges for a part of one minute will be rounded up to a full minute. Charges per minute are set out in the Price Table on our website www.amaysim.com.au.

8.2.2. You will not be charged a Flagfall (a connection fee) for calls whilst you are in Australia. You may be charged a Flagfall if you make calls using International Roaming.

- 8.2.3. SMS will be charged per standard text message. A standard text message is 160 characters long, but some mobile phones permit longer messages. A message with more than 160 characters will be divided up into the number of messages required to convey the full message. Each one of these separate messages will be charged at the standard rate per message as set out in the Price Table on our website www.amaysim.com.au.
- 8.2.4. MMS will be charged per message. Each message will be charged at the standard rate per message as set out in the Price Table on our website www.amaysim.com.au.
- 8.2.5. Data will be charged in kilobyte increments. This means that the charges for a part of 1 (one) kilobyte will be rounded up to a full kilobyte on a per session basis. A data session is a data transaction between your mobile handset and an Internet destination such as a website or the database for a smartphone application. Your handset controls when a session starts and when it ends. amaysim cannot influence this. For example, depending on how your handset operates, browsing a series of webpages may be a single session, or a session may start and end each time when your smartphone is updating your email or you activate a smartphone application.
- 8.2.6. Calls to Value Added Services will be charged differently. Charges are set out in the Price Table on our website www.amaysim.com.au.

8.3. Free Calls

Calls to Emergency Service Numbers 112 or 000 are free of charge as well as calls to the amaysim Service Centre (567) if called from an amaysim mobile phone. Calls made to 1800 numbers are also free of charge if dialled from an active amaysim mobile service.

8.4. Usage Records

You may access the record of your usage in your personal area on our website www.amaysim.com.au. This record is for information purposes only and does not constitute an invoice. Calls made to 112 and 000 numbers are not recorded in your usage records.

9. Mobile Number Portability

9.1. Porting from another telecommunications supplier to amaysim

- 9.1.1. You may be able to port an MSN that you have obtained from another mobile telecommunications supplier to amaysim. This means the MSN that you have with that other supplier will be transferred to amaysim.
- 9.1.2. If you wish to transfer your existing MSN to us you must notify us of your intention to port when you activate your amaysim SIM card.
- 9.1.3. If you wish to port-in you need to:
- sign the port authorisation; or
 - have your port authorisation voice recorded; or
 - follow the authorisation process on our website www.amaysim.com.au.
 -
- 9.1.4. When you provide an authorisation as described above, you authorise:
- amaysim to sign forms of authority to your current supplier on your behalf and in your name to port your MSN from your current supplier to amaysim;
 - your current supplier to port your number to amaysim;
 - authorise amaysim to disclose information in your authorisation to other suppliers in the event of dispute over porting of your MSN.
- 9.1.5. You may have an ongoing contract with your current supplier that requires further ongoing payments to that supplier and / or the payment of a termination fee including any early termination fee if you switch to amaysim. You remain responsible for these ongoing obligations, and you must pay any costs that amaysim incurs in connection with any failure by you to satisfy your obligations to your current supplier.
- 9.1.6. If your MSN is ported, only your phone number will be transferred to us. No other services with your current supplier will be transferred. Porting of your MSN may result in a loss of other services from your current supplier, for example certain SMS, paging or facsimile services.
- 9.1.7. You are responsible for any charges imposed by your current supplier if an MSN port is unsuccessful due to:
- insufficient or incorrect information provided to amaysim by you;
 - concurrent competing MSN port requests in relation to your MSN; or

- your early termination of the service you acquire from your current supplier.

- 9.1.8. In order for your MSN port to occur successfully, you must not cancel your existing service before porting. amaysim will tell your current supplier when the port is completed, and your current supplier will cancel its service to you.
- 9.1.9. The porting of your MSN to the amaysim Service should not take more than 30 days from the date of making the request to port your MSN. However, amaysim does not guarantee that porting will take place on or before any date, and has no liability to you for any delays in porting.
- 9.1.10. We will not normally charge a fee for porting a number from another supplier. However, if you port an MSN to us on more than one occasion, we may charge you a service fee.
- 9.1.11. To use the amaysim Service you need a SIM-lock free GSM handset. You may need a new mobile phone or may need to have your mobile phone unlocked if you are porting between different mobile networks or types of mobile networks.

9.2. Porting from amaysim to another telecommunications service supplier

- 9.2.1. You can port an MSN that you have obtained from us or that you have ported-in when you activated the Service to another supplier.
- 9.2.2. When you port out your MSN to another supplier, you forfeit all remaining amaysim Airtime Credit. No refund of Airtime Credit is payable.
- 9.2.3. Even if your MSN is successfully ported to a new supplier, you must pay all outstanding amounts you owe to amaysim.
- 9.2.4. In order for your MSN port to occur successfully, you must not cancel the Service before porting. Your new supplier will tell amaysim when the port is completed, and amaysim will cancel the Service.

10. Personal Login Area

10.1. Description of the 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 your MSN and a password.

10.2. Receiving and Retrieving a Password

- 10.2.1. If you have ordered your amaysim SIM card online you will be given your password upon completion of the online order process.
- 10.2.2. If you have ordered your amaysim SIM card offline, and activate it online on our website www.amaysim.com.au you will be given your password at the end of the activation process. If you activate your amaysim SIM card over our Activation Hotline 567 you may set your password on the phone with one of our agents.
- 10.2.3. Your password will be used to identify you when you call our Service Centre and will be required when you want to enter your Personal Login Area.
- 10.2.4. 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 or call our Service Centre. In either case, 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.

10.3. 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:

- check your Airtime Credit
- check your contract status
- recharge your Airtime Credit
- change personal details
- check Call Detail Records
- change Payment Methods
- change Payment Options
- change recharge settings
- download invoices
- make a payment (Post-paid accounts)
- obtain your PUK code

The number and the character of the account management tasks in your Personal Login Area may change from time to time

10.4. 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 MSN will have access to your Personal Login Area, and hence will be able to view your personal information and exchange account details.

11. Phone Number Displays

11.1. Calling Number Displays (CND)

CND is a network feature that displays the phone number of an incoming call on the telephone that is receiving the call. CND will be enabled on the Service, unless you disable it.

11.2. SMS and MMS

When you send an SMS or an MMS, your MSN or your name may be displayed on the phone of the person to whom you are sending a message. You cannot prevent the display of your MSN when you send an SMS or an MMS.

12. Access Restrictions

12.1. Barring Calls

At your request we can prevent your telephone from making certain calls. You will always be able to make call to Emergency Service Numbers 112 and 000.

12.2. Calls to 19 numbers

Calls to 19 numbers cannot be made using the Service.

12.3. International Calls

Calls to international numbers can be made on using the Service. You can request barring of calls to international destinations on www.amaysim.com.au or using our Service Centre.

12.4. International Roaming

International Roaming is switched off by default. You can switch on roaming in your Personal Login Area on our website www.amaysim.com.au

13. Contact

By Phone: 1300 808 300 (567 from your 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