

Special Conditions and Service Description 5G UNLIMITED Mobile Plans

Valid from November 2020

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1. Your agreement with amaysim

- 1.1 These are the Special Conditions and Service Description for our suite of Plans known as the **"5G UNLIMITED Mobile Plans"**, allowing you to make a set payment giving you certain unlimited services for a specified period as set out in the Critical Information Summary document for your chosen Plan.
- 1.2 These Special Conditions and Service Description are part of our Standard Form of Agreement, which is made up of the documents listed in our General Terms. In the event of any conflict or inconsistency between any part of our Standard Form of Agreement and this document, this document will prevail to the extent of the inconsistency.
- 1.3 Unless otherwise stated in these Special Conditions and Service Description, the Standard Form of Agreement applies to your use of these Plans.
- 1.4 The latest versions of all documents that comprise the Standard Form of Agreement, including these Special Conditions and Service Description, are available for download on our website www.amaysim.com.au.

2. The 5G UNLIMITED Mobile Plans

2.1. Am I eligible for a 5G UNLIMITED Mobile Plan?

- 2.1.1. The amaysim 5G UNLIMITED Mobile Plans are available to individual customers only (not companies or businesses), who use their mobile phone for personal use only. If we determine that you are using any of the 5G UNLIMITED Mobile Plans other than for personal use or if we determine that you are using a 5G UNLIMITED Mobile Plan in a way that does or may, in our opinion, adversely affect the network, we reserve the right (at our option) to remove features from your 5G UNLIMITED Mobile Plan or to suspend or terminate your service immediately **without notice** in accordance with our Fair Go Policy.
- 2.1.2. Subject to any applicable eligibility criteria and our discretion, the 5G UNLIMITED Mobile Plans are available to both new and existing amaysim customers.
- 2.1.3. The amaysim 5G UNLIMITED Mobile Plans are only available to customers over the age of 18. You may be subject to a credit assessment and may be required to meet certain credit criteria in order to use this Service. Please refer to the amaysim Credit Reporting Policy.
- 2.1.4. The amaysim 5G UNLIMITED Mobile Plans are only available to customers who pay with a valid credit card.

2.1.5. In order to use a 5G UNLIMITED Mobile Plan you will need a 5G compatible mobile handset.

2.2. How do the 5G UNLIMITED Mobile Plans work?

2.2.1. If you choose a 5G UNLIMITED Mobile Plan, we will provide the most popular parts of the amaysim Service to you for a set fee, without additional charge. We explain what these included most popular parts are in the section titled "What do I get with the 5G UNLIMITED Mobile Plans?" below.

2.2.2. There are also some parts of the amaysim Service that you can use with each 5G UNLIMITED Mobile Plan, for which we will charge you an additional amount. We explain what these additional cost parts are in the section titled "What don't I get with the 5G UNLIMITED Mobile Plans (that I have to pay extra for)?" below.

2.3. What do I get with the 5G UNLIMITED Mobile Plans?

2.3.1. When using each amaysim 5G UNLIMITED Mobile Plan, you will not be charged any additional amount for use within Australia of the services listed under the "What's Included" heading set out in the Critical Information Summary document associated with your chosen Plan.

2.3.2. Depending on your chosen Plan, the Plan cost is the only amount you will pay for services listed under the "What's Included" heading as set out in the Critical Information Summary document associated with your chosen Plan during the specified Plan period.

2.3.3. Standard Calls to 28 countries: When in Australia, some amaysim 5G UNLIMITED Mobile Plans allow for unlimited standard calls, to the following countries: Canada, Chile, China, Columbia, France, Germany, Guam, Hong Kong, Iceland, India, Indonesia, Ireland, Japan, Malaysia, Malta, Mexico, New Zealand, Norway, Puerto Rico, Romania, Singapore, South Korea, Sweden, Taiwan, Thailand, UK, USA and Vietnam (refer to your Plan's Critical Information Summary for inclusions).

2.4. What don't I get with the 5G UNLIMITED Mobile Plans (that I have to pay extra for)?

2.4.1. When using the 5G UNLIMITED Mobile Plans, you will be charged an additional amount for the following services, known as "**Excluded Services**":

- calling any international number in a country other than those included with your Plan
- calling any number starting with 19

- using any premium SMS service
- making any video call (Australian or International)
- SMS or MMS messages to any international number in a country other than those included in your Plan
- calls to satellite phone numbers
- call diversions
- third party content purchases (eg, a ringtone, a wall paper, an application or a non-amaysim service)
- sending or receiving data in excess of your chosen Plan's included data allowance
- using social media sites to send Facebook SMS or other alert services set up by you
- Directory Assistance
- Network Service numbers beginning with the prefix 12

International roaming is not available on amaysim's 5G Unlimited Mobile Plans.

2.4.2. If you use any Excluded Services, you will be charged for those Excluded Services at the rates specified in the Price Table at the same rates as for the amaysim As You Go Plan. The amaysim Price Table is available for download via: <https://www.amaysim.com.au/terms>

2.4.3. You will be billed:

- the full monthly fee applicable to your chosen Plan upon activation of the service; and
- the price for any Excluded Service used during your current billing cycle.

2.5. What happens if I use up the included data?

2.5.1. If you go over your Plan's limit of included data, we'll automatically restrict your data usage in order to avoid bill shock. You may manually add 1GB Data Top-Ups for \$10.00. At the end of your monthly billing cycle, you'll automatically be moved back to your Plan's inclusions and charges. Data Top-Up inclusions will expire at the same time as your existing 5G UNLIMITED Mobile Plan. Data Top-Ups are measured in kilobytes, and include uploads and downloads. The cost of 1MB for additional data under the 1GB Data Top-Up feature is \$0.0098.

2.5.2. You may purchase additional 1GB Data Top-Ups via the amaysim app, or by contacting the amaysim service team. We may limit the number of available 1GB Data Top-Ups that you may purchase in a given billing month.

2.6. Validity period for amaysim 5G UNLIMITED Mobile Plans

- 2.6.1. For each payment for your Plan's renewal cycle, you will be entitled to the benefits of your chosen 5G UNLIMITED Mobile Plan for the period specified in the Critical Information Summary document associated with your chosen Plan. The Plan period starts on the day you pay the Plan fee, and ends at the time specified in the Critical Information Summary document associated with your chosen Plan have expired. On some occasions the exact renewal time may vary from month to month due to system loads and other unforeseen network related issues.
- 2.6.2. The 5G UNLIMITED Mobile Plan is available as month to month service valid for a minimum duration of 1 month. Your billing cycle commences on the activation of your first 5G mobile Service.
- 2.6.3. For convenience, amaysim's 5G UNLIMITED Mobile Plans automatically renew every month. You are free to tell us not to renew your 5G UNLIMITED Mobile Plan when it expires. Unless you tell us not to renew your 5G UNLIMITED Mobile Plan before it expires, we will automatically renew it when it expires (and we will automatically bill you the minimum monthly charge, or deduct the minimum monthly charge from your available phone credit or chosen payment method). In order to stop the automatic renewal of your 5G UNLIMITED Mobile Plan, you will need to cancel your 5G UNLIMITED Mobile Plan with amaysim.

3. Activation, Renewal and Cancellation

3.1. How to choose an 5G UNLIMITED Mobile Plan

- 3.1.1. If you are not yet an amaysim customer you can choose a 5G UNLIMITED Mobile Plan by doing one of the following:
- where available, by purchasing a regular amaysim 5G SIM card from one of our retail partners and choosing a 5G UNLIMITED Mobile Plan during activation;
 - by purchasing your amaysim 5G SIM card online at our website and ordering a 5G UNLIMITED Mobile Plan; or
- 3.1.2. If you are an existing amaysim customer, you can change to a 5G UNLIMITED Mobile Plan using the amaysim app available from your device manufacturer's specific app store.
- 3.1.3. In either case, by selecting an amaysim 5G UNLIMITED Mobile Plan, these Special Conditions and Service Description will apply to you.

3.2. How do I activate an amaysim 5G UNLIMITED Mobile Plan

- 3.2.1. You will need to pay the first monthly Plan payment fee before a SIM card can be sent to your delivery address and we will charge your credit card for the price of the Plan.
- 3.2.2. If you want to activate a 5G UNLIMITED Mobile Plan for the first time the activation will take place upon receipt of your 5G compatible SIM card and once you have completed the activation steps on our website.
- 3.2.3. If for any reason a 5G UNLIMITED Mobile Plan is activated before we receive a payment from you, we will attempt to deduct the charge from your chosen payment method. If payment fails we may restrict access to the Service until your payment has been received.
- 3.2.4. If you change to a 5G UNLIMITED Mobile Plan from an amaysim plan that utilises the Optus 4G Plus Network, a new SIM card is required. Plan change requests from 4G to 5G take effect at the beginning of the 5G monthly plan period. Monthly plan periods commence on the date of the first activated 5G UNLIMITED Mobile Plan. When switching from an amaysim 4G plan to a 5G plan, you will lose any remaining Pre-paid credit or data as well as any active promotions or bonus data benefits. You'll also lose any saved voicemail messages, and you will need to set your voicemail back up again.
- 3.2.5. You may be entitled to a pro-rata credit based on the amount of data remaining on your 4G service prior to a 5G plan change. Pro-rata credits may be off-set against future 5G plan invoices only. amaysim Post-paid 4G customers may also be entitled to a credit where an account is in credit when a Service switches plans. In all cases where a credit is applied to a 5G plan, available credits are deducted from your 4G plan account.
- 3.2.6. 4G plan inclusions are otherwise not transferrable to 5G plans.

3.3. Payment

- 3.3.1. This is a direct debit only plan requiring a valid credit card issued in your name to be used during the online sign-up and activation process. You'll be charged for a full month of your plan when you order your SIM card. Generally, your invoice will be generated between 4 and 7 days after your bill cycle end date and sent through to your nominated email address.
- 3.3.2. You authorise us to charge your nominated credit card payment method on the due date or the closest business day (unless we agree otherwise, for example, because of a legitimately disputed invoice).

3.4. Upgrades and Downgrades

3.4.1. You may request to upgrade or downgrade to a different 5G UNLIMITED Mobile Plan. Changes between plans are scheduled and come into effect when a new billing period begins. It is not possible to re-purchase the same or other 5G UNLIMITED Mobile Plan within the same billing period.

3.5. Cancellation

3.5.1. You may contact us and tell us that you want to cancel your 5G UNLIMITED Mobile Plan at any time. However, you must pay the entire Plan fee, even if you cancel it part-way through the Plan period specified in the Critical Information Summary document associated with your chosen Plan (in other words, you will still be billed the full monthly Plan fee).

3.5.2. You can cancel your 5G UNLIMITED Mobile Plan by contacting our customer service team at: service@amaysim.com.au or by calling 1300 808 300 (standard charges apply).

3.5.3. amaysim reserves the right to limit the availability of, or withdraw 5G UNLIMITED Mobile Plans at any time, provided that the limitation or withdrawal (product completely ceases to exist) will not become effective until the end of any Plan period (specified in the Critical Information Summary document associated with your chosen Plan) for which you have already paid, and subject to the Fair Go Policy clause 6.

3.6. 5G Compatible Handsets

3.6.1. You can only access the Optus 5G Network when you are using a 5G capable device. For a list of compatible handsets, please see our [5G handset compatibility list](#).

3.7. WiFi Calling and VoLTE

3.7.1. WiFi Calling allows you to make and receive Calls, MMS and SMS over a WiFi network. In order to use the WiFi Calling and VoLTE features available with this plan, you will need to enable the relevant settings in your compatible 5G mobile device. WiFi Calling is dependent on availability of a connected Wi-Fi network. Information on how to enable WiFi Calling is available in our [WiFi Calling FAQ](#).

3.8. Using 5G

- 3.8.1. With a 5G provisioned service, your device will switch between the 3G, 4G and 5G networks as you move between different coverage areas. 5G is currently only available for data use. When you make a call on your 5G mobile device, you'll revert back to 3G or 4G access depending on where you're located.