

Special Conditions and Service Description

UNLIMITED 7GB

Valid as of 01 November 2017

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1. Your agreement with amaysim

- a) These are the Special Conditions and Service Description for UNLIMITED 7GB. They apply to you if you have chosen to use the UNLIMITED 7GB Plan.
- b) 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.
- c) Unless otherwise stated in these Special Conditions and Service Description, the Standard Form of Agreement applies to your use of the UNLIMITED 7GB Plan.
- d) 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 UNLIMITED 7GB Plan

2.1. Am I eligible for the UNLIMITED 7GB Plan?

- 2.1.1. The UNLIMITED 7GB Plan is 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 UNLIMITED 7GB other than for personal use or if we determine that you are using the Plan in a way that does or may, in our opinion, adversely affect the network, we reserve the right (at our option) to transfer you to the amaysim As You Go Plan, or to immediately suspend or cancel your access to the Service.
- 2.1.2. UNLIMITED 7GB is available to both new and existing amaysim customers, using either the Pre-paid or Post-paid Payment Options.

2.2. How does UNLIMITED 7GB work?

- 2.2.1. If you choose the UNLIMITED 7GB 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 UNLIMITED 7GB Plan?” below.
- 2.2.2. There are also some parts of the amaysim Service that you can use with the UNLIMITED 7GB 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 UNLIMITED 7GB Plan (that I have to pay extra for)?” below.

2.3. What do I get with the UNLIMITED 7GB Plan?

2.3.1. When using the UNLIMITED 7GB Plan, you will not be charged any additional amount for use of any of the following parts of the amaysim Service within Australia, known as “**Included Services**”:

- calling standard Australian fixed line numbers
- calling standard Australian mobile numbers
- calling amaysim service team short dial codes 567, 568, 569 and the recharge short dial code IVR 555
- calling any number starting with 13, 15, or 18
- calling emergency numbers 000, 112
- voicemail retrieval
- sending standard SMS or MMS messages to Australian numbers
- sending or receiving a total of up to 7GB of mobile data

- Unlimited standard international calls to the following countries:
China, Hong Kong, India, Japan, Malaysia, New Zealand, Singapore, South Korea, United Kingdom, USA.

- sending standard SMS or MMS messages to the following included 32 international countries:
Austria, Bangladesh, Cambodia, Canada, Chile, China, Croatia, France, Germany, Greece, Hong Kong, Hungary, Indonesia, India, Ireland, Italy, Japan, Malaysia, Netherlands, New Zealand, Pakistan, Philippines, Poland, Singapore, South Africa, South Korea, Taiwan, Thailand, Turkey, United Kingdom, USA, Vietnam

2.4. What don't I get with the UNLIMITED 7GB Plan (that I have to pay extra for)?

2.4.1. When using the UNLIMITED 7GB Plan, you will be charged an additional amount (or you will have Airtime Credit deducted for using) the following services, known as “**Excluded Services**”:

- calling any international number other than those listed for Unlimited standard international calls at 2.3.1
- calling any number starting with 19
- using any premium SMS service
- making any video call (Australian or International)
- sending SMS or MMS messages to international numbers other than those countries indicated at section 2.3.1
- international roaming (for calls, messaging or data)
- 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 the included 7GB
- 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

2.5. How much do I pay for the UNLIMITED 7GB Plan?

2.5.1. The UNLIMITED 7GB Plan costs \$39.90 per 28 day period. This is the only amount you will pay for your use of the Included Services during that 28 day period.

2.5.2. 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-conditions.html>

2.5.3. If you are a Pre-paid Customer, you:

- must pay the 28 day fee of \$39.90 (or the amount of \$39.90 will be automatically deducted from your Airtime Credit) before using the UNLIMITED 7GB Plan; and
- must purchase sufficient Airtime Credit to pay for any Excluded Service before using it. If you do not have sufficient Airtime Credit, you will not be able to use the Excluded Service.

2.5.4. If you are a Post-paid Customer, you will be billed:

- The 28 day fee of \$39.90 upon activation of the service and on each renewal date; and
- the price for any Excluded Service used at the end of your billing period.

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

2.6.1. As a Post-paid customer, if you go over your 7GB limit of included data, we'll automatically top you up with 1GB for \$10.00. Each time you use all of your data inclusion we'll give you another 1GB for \$10.00. At the end of your billing month, you'll automatically be moved back to your plan's inclusions and charges. Data Top-Ups will be measured in kilobytes, and includes uploads and downloads. The cost of 1MB for additional data under the 1GB Data Top-Up feature is \$0.0098. Special Conditions and Service Description for Mobile Broadband apply.

2.6.2. If you are a Pre-paid customer:

- a) If you use up the included 7GB data within the 28 day period all data usage in excess of the included 7GB during the remainder of the 28 day period will be charged at the rates specified in the Price Table for the amaysim As You Go Plan.
- b) If you use up the included 7GB data within the 28 day period you may purchase an additional 1GB Data Top-Up manually. Special Conditions and Service Description for Mobile Broadband apply.

2.7. Validity period for the UNLIMITED 7GB Plan and automatic renewal

2.7.1. For each payment of the 28 day fee of \$39.90, you will be entitled to the benefits of the UNLIMITED 7GB Plan for a period of 28 days. The 28 day period starts on the day you pay the 28 day fee, and ends at the same time 28 days later. On some occasions the renewal time may vary from month to month due to system loads and other unforeseen network related issues.

3. Activation, Renewal and Cancellation

3.1. How to choose the UNLIMITED 7GB Plan

3.1.1. If you are not yet an amaysim customer, you can choose the UNLIMITED 7GB Plan by doing one of the following:

- by purchasing a regular amaysim SIM card from one of our retail partners and choosing "UNLIMITED 7GB" as your Plan type during activation;
- by purchasing your amaysim SIM card online at our website and ordering the UNLIMITED 7GB Plan; or
- by ordering a SIM card in the amaysim Service Centre at 567 (free call from amaysim phone) or 1300 808 300 (standard charges apply).

In each case you will be asked to confirm your acceptance of these Special Conditions and Service Description.

3.1.2. If you are an existing amaysim customer, you can change to the UNLIMITED 7GB Plan by doing one of the following:

- online in your personal login area on our website www.amaysim.com.au
- by calling 555 and following the prompts
- by sending an SMS with the text "UNL7" to 568
- by calling our customer service centre at 567 (free call from amaysim phone) or 1300 808 300 (standard charges apply).

In each case you will be asked to confirm your acceptance of these Special Conditions and Service Description.

3.2. How do I activate UNLIMITED 7GB

3.2.1. If you want to activate your UNLIMITED 7GB Plan for the first time the activation will take place upon receipt of the first payment.

3.2.2. If you are a Post-paid customer, we will charge the price of the Plan against your credit card. If you have not lodged a credit card with us we will activate the Plan upon receipt of your payment.

3.2.3. If you are a Pre-paid customer, we will charge the price of the Plan against your Airtime Credit.

3.3. Automatic Renewal

3.3.1. You are free to tell us at anytime not to renew your UNLIMITED 7GB Plan when it expires. Unless you tell us not to renew your UNLIMITED 7GB Plan before it expires, we will automatically renew it when it expires (and we will automatically bill you the 28 day fee, or deduct the 28 day fee from your Airtime Credit).

3.3.2. If you are a Pre-paid customer using the automatic renewal feature and your credit or debit card transaction fails or is rejected due to a problem for which you are responsible (for example, insufficient funds or credit), we may attempt to repeat the transaction on the next business day.

3.3.3. If you are a Pre-paid customer we will not automatically renew your UNLIMITED 7GB Plan if:

- you have not selected the automatic recharge option (using a registered credit or debit card), and you have less than the 28 day fee of \$39.90 available in Air-time Credit; or
- you have selected the automatic recharge option, but we are unable to charge the 28 day fee of \$39.90 to your credit or debit card for any reason.

3.3.4. If your UNLIMITED 7GB Plan is not renewed it will be cancelled. If your UNLIMITED 7GB Plan is cancelled for any reason you will be receiving the amaysim Service under the conditions of the amaysim As You Go Plan. You are free to choose and activate the UNLIMITED 7GB Plan again as set out in clauses 3.1. and 3.2.

3.4. Cancellation

3.4.1. You may contact us and tell us that you want to cancel your UNLIMITED 7GB Plan at any time, however you must pay the entire 28 day fee, even if you cancel it part-way through a 28 day period (in other words, there will be no refund if you are a Pre-paid customer, or you will still be billed the full 28 day fee amount if you are a Post-paid customer).

3.4.2. You can cancel your UNLIMITED 7GB Plan:

- online in your personal login area on our website www.amaysim.com.au
- via the amaysim mobile app;
- by sending an SMS with the text “**STOP UNLIMITED**” to 568 (not case sensitive); or
- by calling our customer Service Hotline at 567 (free call from amaysim phone) or 1300 808 300 (standard charges apply).

3.4.3. amaysim reserves the right to limit the availability of, or withdraw, the UNLIMITED 7GB Plan at any time, provided that the limitation or withdrawal (product completely ceases to exist) will not become effective until the end of any 28 day period for which you have already paid, and subject to the Fair Go Policy clause 6.