

Special Conditions and Service Description UNLIMITED Mobile Plans

Valid as of 30 November 2017

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1. Your agreement with amaysim

- a) These are the Special Conditions and Service Description for the UNLIMITED 1GB, UNLIMITED 2.5GB, UNLIMITED 5GB, UNLIMITED 15GB and the UNLIMITED 20GB plans known as the **"UNLIMITED Mobile Plans"**. They apply to you if you have chosen to use these plans.
- 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 these plans.
- 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 Mobile Plans

2.1. Am I eligible for an UNLIMITED Mobile Plan?

- 2.1.1. The amaysim 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 UNLIMITED Mobile Plans other than for personal use or if we determine that you are using an 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 transfer you to the amaysim As You Go Plan, or to immediately suspend or cancel your access to the Service.
- 2.1.2. The UNLIMITED Mobile Plans are available to both new and existing amaysim customers. Depending on your plan selection, you will be able to select either the Pre-paid or Post-paid payment options.

2.2. How do the UNLIMITED Mobile Plans work?

- 2.2.1. If you choose an 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 UNLIMITED Mobile Plans?" below.
- 2.2.2. There are also some parts of the amaysim Service that you can use with each 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 UNLIMITED Mobile Plans (that I have to pay extra for)?" below.



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

2.3.1. When using each amaysim UNLIMITED Mobile 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"**. The table below sets out the Included Services for each amaysim UNLIMITED Mobile Plan:

Plan Inclusions (All for use in Australia)	UNLIMITED 1GB	UNLIMITED 2.5GB	UNLIMITED 5GB	UNLIMITED 15GB	UNLIMITED 20GB
Plan Cost (Minimum for 28 days)	\$10	\$20	\$30	\$40	\$50
Standard calls to mobile and landlines	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Standard SMS & MMS	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Inclusion	1GB	2.5GB	5GB	15GB	20GB
Cost of using 1MB of Data in Australia	\$0.0098	\$0.0078	\$0.0058	\$0.0026	\$0.0024
Standard calls to Top 10 Countries	Unavailable	Unavailable	Unlimited	Unlimited	Unlimited
Standard calls to Top 22 Countries	Unavailable	Unavailable	Unavailable	300 mins	300 mins
SMS/MMS to Top 10 & Top22 Countries	Unavailable	Unavailable	Unlimited	Unlimited	Unlimited
Calls to Voicemail	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Calls to 13 & 18 numbers	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Minimum Term	28 days	28 days	28 days	28 days	28 days
Excess Data	\$10/GB	\$10/GB	15.4c/MB or \$10/GB	15.4c/MB or \$10/GB	15.4c/MB or \$10/GB

Depending on your chosen plan, the plan cost listed above is the only amount you will pay for your use of the Included Services during that 28 day period.

2.3.2. **Top 10 Countries:** When in Australia, some amaysim UNLIMITED Mobile Plans allow for unlimited standard calls to the following Top 10 countries: China, Hong Kong, India, Japan, Malaysia, New Zealand, Singapore, South Korea, United Kingdom, USA. The table at 2.3.1 sets out which UNLIMITED plans include these calls.

2.3.3. **Top 22 Countries:** When in Australia, the amaysim UNLIMITED 15GB and UNLIMITED 20GB plans allow for 300 minutes of standard calls to the following Top 22 countries: Austria, Bangladesh, Cambodia, Canada, Chile, Croatia, France, Germany, Greece, Hungary, Indonesia, Ireland, Italy, Netherlands, Pakistan, Philippines, Poland, South Africa, Taiwan, Thailand, Turkey, and Vietnam.

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

2.4.1. When using the UNLIMITED Mobile Plans, 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 in a country other than those listed against your chosen plan for unlimited standard calls to Top 10 or Top 22 countries depending on your plan's inclusions at 2.3.1
- 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 country not within the included plan and Top 10 and Top 22 countries at 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 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

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

- must pay the 28 day fee as indicated in 2.3.1 for your chosen plan (or that amount will be automatically deducted from your Airtime Credit or chosen payment method) before using an amaysim UNLIMITED Mobile 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.

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

- the 28 day fee as indicated in 2.3.1 for your chosen plan upon activation of the service within the first billing cycle and on each renewal date; and
- the price for any Excluded Service used at the end of your billing period.

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

- 2.5.1. As a Post-paid customer, if you go over your plan's 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 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 UNLIMITED Mobile Plan. Data Top-Ups are 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.
- 2.5.2. As a Pre-paid customer, you may manually add Data Top-Ups at \$10 per 1GB where required or use the excess data rate of 15.4c / MB, where applicable for your chosen plan (see plan features in the table at 2.3.1). At the end of your 28 day period, 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 UNLIMITED Mobile Plan. Data Top-Ups are 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. Validity period for all amaysim UNLIMITED Mobile Plans and automatic renewal

- 2.6.1. For each payment of the 28 day fee, you will be entitled to the benefits of your chosen UNLIMITED Mobile 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 exact 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 an UNLIMITED Mobile Plan

- 3.1.1. If you are not yet an amaysim customer, you can choose an UNLIMITED Mobile Plan by doing one of the following:
- by purchasing a regular amaysim SIM card from one of our retail partners and choosing either the "UNLIMITED 1GB", "UNLIMITED 2.5GB", "UNLIMITED 5GB", "UNLIMITED 15GB" or "UNLIMITED 20GB" as your Plan type during activation;
 - by purchasing your amaysim SIM card online at our website and ordering an UNLIMITED Mobile Plan; or
 - by ordering a SIM card via 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 an UNLIMITED Mobile Plan by doing one of the following:

- online in your personal login area on our website
<https://www.amaysim.com.au/my-account/my-amaysim/login>
- by calling 555 and following the prompts
- For UNLIMITED 1GB by sending an SMS to 568 with the text: **"UNL1GB"**
- For UNLIMITED 2.5GB by sending an SMS to 568 with the text: **"UNL2.5GB"**
- For UNLIMITED 5GB by sending an SMS to 568 with the text: **"UNL5GB"**
- For UNLIMITED 15GB by sending an SMS to 568 with the text: **"UNL15GB"**
- For UNLIMITED 20GB by sending an SMS to 568 with the text: **"UNL20GB"**
- 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 an amaysim UNLIMITED Mobile Plan

3.2.1. If you want to activate an UNLIMITED Mobile 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 chosen payment method. If you have not added a payment method with us we will activate the Plan upon receipt of your payment.

3.2.3. If for any reason an UNLIMITED Mobile Plan is activated before we receive a payment from you, we will attempt to deduct the charge from your chosen payment method within the first 30 days of activation. If payment fails we may restrict access to the Service until your payment has been received.

3.2.4. If you are a Pre-paid customer, we will charge the price of the Plan against your Airtime Credit or chosen payment method.

3.2.5. The UNLIMITED 1GB and UNLIMITED 2.5GB Mobile Plans may be purchased by new customers using the Pre-paid payment option. Existing amaysim customers may switch to the UNLIMITED 1GB or UNLIMITED 2.5GB Mobile Plans and continue to use an existing Pre-paid or Post-paid payment option.

3.3. Automatic Renewal

- 3.3.1. You are free to tell us at any time not to renew your chosen UNLIMITED Mobile Plan when it expires. Unless you tell us not to renew your chosen UNLIMITED Mobile 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 or chosen payment method). 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.
- 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, 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 chosen UNLIMITED Mobile 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 available in Airtime Credit; or
 - you have selected the automatic recharge option, but we are unable to charge the 28 day fee to your credit or debit card for any reason.
- 3.3.4. If your UNLIMITED 5GB, UNLIMITED 15GB or UNLIMITED 20GB Mobile Plan is not renewed it will be cancelled. If your 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 an UNLIMITED Mobile Plan again as set out in clauses 3.1. and 3.2.
- 3.3.5. As a Pre-paid customer using UNLIMITED 1GB or UNLIMITED 2.5GB, if your plan is not renewed it will be cancelled and you will default to a talk and text only status. While in a talk and text only status, you may continue to use voice and SMS services at the As You Go rate specified in the amaysim Price Table, but data and international services will not be available. While in a talk and text only status, you may elect to purchase another amaysim mobile plan or pay to renew your chosen plan.

3.4. Upgrades and Downgrades

- 3.4.1. You may request an upgrade to a Mobile UNLIMITED Plan with greater inclusions at any time. Upgrades are processed and charged immediately and any existing Mobile UNLIMITED Plan and its inclusions will be cancelled in accordance with section 3.5.1 of this agreement.
- 3.4.2. You may request a downgrade to a Mobile UNLIMITED Plan with fewer inclusions at any time. Downgrades will be scheduled and will apply when your existing Plan expires.

3.5. Cancellation

- 3.5.1. You may contact us and tell us that you want to cancel your UNLIMITED 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 amount if you are a Post-paid customer).
- 3.5.2. You can cancel your UNLIMITED Mobile Plan:
- online in your personal login area on our website
<https://www.amaysim.com.au/my-account/my-amaysim/login>
 - 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).
- 3.5.3. amaysim reserves the right to limit the availability of, or withdraw 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 28 day period for which you have already paid, and subject to the Fair Go Policy clause 6.