

# Summary of the amaysim Standard Form of Agreement

Valid as of December 2020

## 1. Introduction to the Summary of the Standard Form of Agreement

**amaysim Mobile Pty Ltd ABN 82 645 692 093** (referred to in this document as “**amaysim**” or “**we**” or “**us**”) supplies its service to you in accordance with its Standard Form of Agreement (“**SFOA**” or “**Agreement**”). The SFOA is comprised of the following documents:

- your application to use the amaysim service (whether made over the internet, by telephone or on paper);
- the General Terms;
- the Service Description;
- the Price Table;
- the Dictionary; and
- any Appendices applicable to your use of the Service.

This summary is designed to give you an outline of the terms and conditions of the SFOA. However, it does not replace the SFOA, and does not change any of the terms and conditions of the SFOA. If you would like to review any or all of your rights and obligations in connection with your use of the amaysim service (“**Service**”), the SFOA is available from the amaysim website at [www.amaysim.com.au](http://www.amaysim.com.au).

## 2. Summary of Material Terms and Conditions

### 2.1. Description of the Service

The amaysim mobile Service allows you to make and receive calls and send and receive data, text messages (SMS) and multimedia messages (MMS) with your mobile phone using amaysim’s facilities and the facilities of other providers.

### 2.2. Term of Contract

You agree to be bound by the terms of the SFOA by activating your amaysim SIM Card, and using the Service. If you do not accept the terms of the SFOA, you must not use any of amaysim’s Services. You can activate or order your amaysim Service online at [www.amaysim.com.au](http://www.amaysim.com.au) or by calling the Activation Hotline.

There is no minimum term of the Agreement. You may cancel the Service at any time and the Agreement ends when all your obligations are met, such as payment of outstanding bills.

### 2.3. Charges and Billing

The cost of the Service depends on your usage. Charges for outgoing calls, SMS, MMS, data usage and Value Added Services are set out in the Price Table at [www.amaysim.com.au](http://www.amaysim.com.au). Charges for calls received while using international roaming are set out at [www.amaysim.com.au](http://www.amaysim.com.au). Services purchased from other organisations such as premium SMS services are charged at the prices specified by the supplying organization. Calls to emergency services numbers 112 and 000 and calls to the amaysim Service Centre are free of charge if called using an amaysim SIM Card.

You can access the record of your mobile telephone usage in your Personal Login Area at [www.amaysim.com.au](http://www.amaysim.com.au). This record is for information purposes and is not an invoice.

**Pre-Paid Mobile Customers:** Once your amaysim SIM Card has been activated, you can purchase Airtime Credit. You may elect to automatically recharge your Airtime Credit on a specific day of the month or when your credit falls below a certain limit. Any Airtime Credit not used within 365 days of your last recharge will expire and cannot be refunded.

**Post-paid Mobile Customers:** If you are a Post-paid payment option customer, you will be billed for your Service each month. We may not bill you if the outstanding amount is less than \$10.00. In that case the amount owing will be added to the next bill.

Your mobile Post-paid customer bill will be available for download from your Personal Login Area at [www.amaysim.com.au](http://www.amaysim.com.au). We will attempt to notify you each month that your bill is ready for download. However, even if we are unable to notify you, it is your responsibility to check your bill online. Paper invoices can be provided on request and are subject to a charge as set out in the Price Table.

### 2.4. Self Service on Personal Login Area

In your Personal Login Area at [www.amaysim.com.au](http://www.amaysim.com.au) you can perform a range of account management tasks, such as check and recharge your Airtime Credit, check your contract status, check and change your personal details, check your call detail records, download invoices, change payment options, and replace your amaysim SIM Card.

## **2.5. Use of the Service**

You must not use the Service, or allow someone else to use the Service for an illegal or improper purpose, or to transmit material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise prohibited by law. You must not resell, distribute or reproduce any part of the Service or operate a contact centre, telemarketing business or related business without our prior approval in writing.

We may contact you or suspend your Service if there is unusual use of the Service or if you are violating the amaysim Fair Go Policy. You may be required to provide proof of identity or evidence of your ability to pay for the unusual use of your Service. You are responsible for the use of your amaysim Service by any other person, unless you have asked us to suspend your Service.

## **2.6. Suspension or Termination of the Service**

We may suspend or terminate your Service in certain circumstances such as when we are required to do so by law, if you fail to make a payment by the due date, if we reasonably consider that you will be unable to pay for the use of the Service, we suspect that you or a person using your amaysim Service is misusing the Service or to reduce interference with a mobile network. All circumstances are set out in the SFOA.

You may request your Service to be suspended (for example if your SIM card is stolen). You will not be liable for use of the Service once you have notified us of the theft, but you will be liable for any use of the Service before you gave us notification. Your Agreement may be automatically terminated if it has been suspended for more than 14 days.

If you are a Pre-paid Mobile customer, the Service will be automatically cancelled if more than 455 (356 days credit validity and 90 days passive period) days have passed since your last recharge of Airtime Credit.

If the Agreement has been terminated for any reason you will be unable to use the Service and you will no longer be able to use your mobile number, unless you have ported that number to another telecommunications carrier. If you are a Pre-paid mobile customer and your Agreement is terminated, any Airtime Credit will be cancelled and not refunded except in limited circumstances set out in the SFOA.

## 2.7. Personal Information and Privacy

We may collect personal information about you for the primary purpose of providing you with our Services. We will deal with your personal information in accordance with applicable law and our privacy policy, which is available at [www.amaysim.com.au](http://www.amaysim.com.au). If you do not provide the information we ask for, we will not be able to provide the Service.

We may use your personal information for purposes related to providing you with the Service, performing credit checks and to provide you with information about other goods or services, special offers, and promotions related to the Service we provide to you.

## 2.8. Changes to Terms

We will give you at least 21 days notice in writing (normally by email) before we make a change to the SFOA that may be detrimental to you or that could interfere with your enjoyment of the Service, such as price increases. We can change the SFOA without telling you if the change is beneficial or does not interfere with your enjoyment of the Service.

We can change the SFOA without notice in limited circumstances such as changes to roaming charges or changes required by law such as changes to the GST rate.

Whenever we make a change to the SFOA a revised version will be available at [www.amaysim.com.au](http://www.amaysim.com.au).

## 2.9. Liability

- 2.9.1. At law, including under the *Competition and Consumer Act 2010 (Cth)*, certain conditions and warranties may be implied into this Agreement that cannot be excluded from this Agreement. Where these conditions and warranties relate to goods or services that are not of a kind ordinarily acquired for personal, domestic or household use and it is fair and reasonable for us to do so, our liability to you for breach of any such conditions and warranties is limited to resupplying, repairing or replacing the goods or services.

You acknowledge that the telecommunications Service is dependent on related services provided by other suppliers. We cannot control, and are not responsible for,

any interruption, degradation or failure of the services to the extent it is caused by other suppliers.

Except where required by law, neither we nor our suppliers are responsible for consequential or indirect loss such as lost profits, lost revenue, lost savings, or for any claim made by a third party.

## **2.10. Enquiries, Complaints and Disputes**

If you wish to make an enquiry, dispute any aspect of your Service or make a complaint, you can do so by calling 1300 808 300. All disputes or complaints will be handled in accordance with our Complaints Handling Policy, which is available at [www.amaysim.com.au](http://www.amaysim.com.au).

We will use our best endeavours to resolve your dispute or complaint. However, if you are not satisfied, you may refer your dispute or complaint to:

1. The Telecoms Industry Ombudsman (TIO) which can deal with complaints you have not been able to resolve with us;
2. The Fair Trading or Consumer Affairs office in your State or Territory which can provide information on your rights and provide assistance with resolving disputes; or
3. The Privacy Commissioner which can deal with privacy complaints.