

amaysim Application Terms and Conditions of Use

Valid as of February 2022

amaysim application - End User Licence Agreement Terms of License

1. Your use of the amaysim smart phone application (amaysim app) is governed by the following terms and conditions (**Agreement**). If you use the amaysim app, you agree to be bound by the Agreement. If you do not agree to be bound by the terms of this Agreement or you do not want to use the amaysim app:
 1. if you uploaded the amaysim app to your mobile device, you should delete it.
2. **Parties:** This Agreement is between you as the individual using the amaysim app (**you** or **Your**) and amaysim Mobile Pty Limited (ABN 82 645 692 093) (**amaysim**).
3. **Scope:** You acknowledge that this Agreement applies in addition to the amaysim agreement applicable to amaysim's provision of mobile phone services to you (found at <https://www.amaysim.com.au/terms-policies>).
4. **Licence:** amaysim grants you a limited, non-transferable and non-exclusive, revocable personal licence to use the amaysim app in Australia on the mobile device on which it was received or uploaded by you, for non-commercial purposes subject to the terms of this Agreement. Any upgrade or new release of the amaysim app is also subject to the provisions of this Agreement.
5. **Notifications:** As part of your use of the amaysim app, you consent to amaysim sending you push notifications or SMS relating to the operation of the amaysim app and Your use of it, details about Your mobile phone service arrangements with Amaysim, including, without limitation, offers available if your mobile phone service agreement is to expire.
6. **Charges:** The amaysim app is provided free of charge to you as part of amaysim's provision of mobile phone services to you. You will not pay any data download charges for your ongoing use of the amaysim app, except (i) whilst roaming, in which case all data use will be charged at the applicable international roaming rate, and (ii) unless you leave the amaysim app and access the My amaysim service via a web browser.

7. **Conditions of use:** You must not reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the amaysim app. You must not modify, transfer, distribute, pledge, sublicense, rent, lease, or create derivative works based on the amaysim app, including its user interfaces. You must not use the amaysim app for any unlawful or illegal activity. You must not knowingly take any action that would cause the amaysim app to be placed in the public domain or otherwise disclosed to the public.
8. **Access to your online account:** The amaysim app allows you to make certain changes to your amaysim service/s, some of which may be considered high-risk transaction types. amaysim may allow you to enrol your mobile device with biometric data (fingerprint / facial recognition) to authorise and/or complete high-risk transactions inside the amaysim app. You acknowledge that you are responsible for any transactions, purchases or service modifications associated with your phone account where completed via the biometric authorisation features of the amaysim app.
9. **Ownership of the amaysim app:** You acknowledge that (i) the amaysim app is protected by intellectual property laws, and embodies valuable confidential and trade secret information of amaysim and its licensor; (ii) amaysim or its licensor retains all right, title and interest in and to the amaysim app; and (iii) ownership of all patent, copyright, trade secrets and other intellectual property rights, shall be and remain the sole property of amaysim or its licensor.
10. **Modification:** amaysim may, in its sole discretion and on reasonable notice to you, change, add or remove any part of this Agreement, or any other terms, features or functionality of the amaysim app at any time. Any changes in relation to the amaysim app by amaysim shall become part of the Agreement. By continuing to use the amaysim app after any changes you indicate acceptance of the changes. If you do not agree to the changes, you should follow the steps set out at Clause 1 of this Agreement in relation to deactivation or deletion, as required.
11. **Term and Termination:** This Agreement commences when you first use the amaysim app and continues until terminated by either party. amaysim may, on reasonable notice to you, terminate this Agreement in its discretion and cease providing the amaysim app (or any part of it) at any time. You may terminate this agreement and your use of the amaysim app at any time by following the steps set out at Clause 1 of this Agreement in relation to deactivation or deletion, as required.
12. **Timing/Accuracy:** Due to processing times, recent account activity, including recently made calls or recent data usage and, for recent account recharges, may not immediately appear in usage details listed in the amaysim app. To obtain the most up-to-date information available, update the amaysim app after any recent account activity. Otherwise, the accuracy of the system is updated as set out on the amaysim app screen.

13. **Disclaimer:** TO THE EXTENT PERMITTED BY LAW, AMAYSIM DOES NOT REPRESENT, WARRANT OR GUARANTEE THE SUITABILITY, COMPLETENESS, ACCURACY OR CURRENCY OF ANY INFORMATION OR CONTENT ACCESSED VIA THE AMAYSIM APP OR THAT THE AMAYSIM APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT, TO THE EXTENT PERMITTED BY LAW, APPLE DOES NOT HAVE ANY WARRANTY OR OTHER OBLIGATIONS IN RESPECT OF THE AMAYSIM APP.
14. **Personal Information and Privacy:** amaysim will handle any personal information in accordance with the amaysim Privacy Policy. You acknowledge and agree that you have read our Privacy Policy, which is available at <https://www.amaysim.com.au/dms/amaysim/documents/terms-conditions/amaysim-Privacy-Policy.pdf> and is incorporated in this Agreement by this reference. You must ensure your mobile device and any passwords you use in relation to such device are kept secure.
15. You represent and warrant that (i) you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a 'terrorist supporting' country; and (ii) you are not listed on any US Government list of prohibited or restricted parties.
16. **Contact info:** All support enquiries relating to the amaysim app should be directed to amaysim at <https://www.amaysim.com.au/help/contact> or at 1300 808 300. You acknowledge that Apple has no obligation to provide maintenance and support services in relation to the amaysim app.