

Special Conditions and Service Description UNLIMITED Mobile Plans

Valid from 14 March 2023

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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 “**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.
- 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 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. Subject to any applicable eligibility criteria and our discretion, the UNLIMITED Mobile Plans are available to both new and existing amaysim customers. New customers may only purchase the UNLIMITED Mobile Plans using the Pre-paid payment option. Existing Post-paid amaysim customers may continue to purchase Unlimited Mobile Plans under the Post-paid payment option.

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 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.

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.

2.3.2. **Standard Calls to 28 countries:** When in Australia, some amaysim 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).

2.3.3. **International SMS/MMS to 42 countries:** When in Australia, some amaysim UNLIMITED Mobile Plans allow for unlimited standard SMS/MMS to: Austria, Bangladesh, Brazil, Cambodia, Canada, Chile, China, Colombia, Croatia, France, Germany, Greece, Guam, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Italy, Japan, Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Pakistan, Philippines, Poland, Puerto Rico, Romania, Singapore, South Africa, South Korea, Sweden, Taiwan, Thailand, Turkey, UK, USA and Vietnam (refer to your Plan’s Critical Information Summary for inclusions).

2.3.4. **Standard Calls to 14 countries:** When in Australia some amaysim UNLIMITED Mobile Plans may allow for 300 minutes of standard calls to: Austria, Bangladesh, Brazil, Cambodia, Croatia, Greece, Hungary, Italy, Netherlands, Pakistan, Philippines, Poland, South Africa and Turkey. Some amaysim UNLIMITED Mobile Plans may also allow unlimited standard calls to the above 14 destinations. (refer to your Plan’s Critical Information Summary for inclusions).

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 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
- international roaming (for calls, messaging or data) (Note: Only available via Airtime Credit until 4 April 2023, see 2.4.2 below for details)
- 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. After 4 April 2023, International Roaming (for calls, messaging or data) will not be available as part of your UNLIMITED Mobile Plan and can no longer be paid for from your Airtime Credit (for Pre-paid Customers) or charged to your bill (for Post-paid Customers). From 4 April 2023, you will be able to use your amaysim Service while International Roaming in Selected Destinations if you purchase a separate International Roaming Pack. Further details can be viewed in our Price Table.

2.4.3. 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>

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

- must pay the full fee applicable to 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.

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

- the full fee applicable to 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 don't use the included data?

2.5.1. If 'Data Bank' is specified in the Critical Information Summary document associated with your chosen Plan then unused included data will roll over to the next billing cycle (for Post-paid customers) or to the next recharge (for Pre-paid customers) (**Data Bank**). For Post-paid customers, Data Bank will be used after any bonus data and included data for the current billing cycle is used. For Pre-paid customers, Data Bank will be used after any bonus data, Data Top-Ups and included data for the current recharge is used. Data Bank will expire if your UNLIMITED Mobile Plan is cancelled, if your phone number is ported to another service provider or if you move from your chosen UNLIMITED Mobile Plan to another plan.

2.5.2. If 'Data Bank' is not specified in the Critical Information Summary document associated with your chosen Plan then unused included data will expire at the end of each billing cycle or recharge.

2.5.3. Data Bank can never be redeemed for cash.

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

- 2.6.1. As a Post-paid customer with a Plan that includes Data Bank, if you go over your Plan's limit of included data, you will automatically begin using your Data Bank. Once you have used all your Data Bank, we'll automatically top you up with 1GB for \$10.00. Each time you use all of your data inclusion and Data Bank 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 include uploads and downloads. The cost of 1MB for additional data under the 1GB Data Top-Up feature is \$0.0098.
- 2.6.2. As a Post-paid customer with a Plan that does not include Data Bank, 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 include uploads and downloads. The cost of 1MB for additional data under the 1GB Data Top-Up feature is \$0.0098.
- 2.6.3. As a Pre-paid customer, with a Plan that includes Data Bank, if you go over your Plan's limit of included data, you will automatically begin using your Data Bank. Once you have used all your Data Bank, you may manually add Data Top-Ups where required. Data Top-Ups available to your chosen plan are detailed in the Critical Information Summary applicable to your Plan. At the end of your Plan 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 include uploads and downloads.
- 2.6.4. As a Pre-paid customer, with a Plan that does not include Data Bank you may manually add Data Top-Ups where required. Data Top-Ups available to your chosen plan are detailed in the Critical Information Summary applicable to your Plan. At the end of your Plan 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 include uploads and downloads.

2.7. Validity period for all amaysim UNLIMITED Mobile Plans and automatic renewal

- 2.7.1. For each payment for your Plan's renewal cycle, you will be entitled to the benefits of your chosen 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 same time after the number of days specified in the Critical Information Summary document associated with your chosen Plan have expired. For example, a 28 day Plan period starts on the day you pay the 28 day Plan 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 an UNLIMITED Mobile Plan 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).

By selecting an amaysim UNLIMITED Mobile Plan, these Special Conditions and Service Description will apply to you.

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
- by calling 555 and following the prompts
- by calling our customer service centre at 567 (free call from amaysim phone) or 1300 808 300 (standard charges apply).
- By using the amaysim [short codes](#) listed on our website for the Plan

By selecting an amaysim UNLIMITED Mobile Plan, these Special Conditions and Service Description will apply to you.

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. 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.

3.3. 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 Plan fee, or deduct the Plan 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 up to three times in the following seventy-two hours.
- 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 required Plan fee available in Airtime Credit; or
 - subject to Clause 3.3.2, you have selected the automatic recharge option, but we are unable to charge the Plan fee to your credit or debit card for any reason.
- 3.3.4. If your UNLIMITED Mobile Plan is not renewed it will be cancelled. If your UNLIMITED Mobile 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. Some pre-paid amaysim UNLIMITED Mobile Plans will default to a talk and text only status if not renewed. If this applies, this will be set out in the Critical Information Summary. 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, Downgrades and Re-purchasing

- 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. If you are on a plan that includes Data Bank and you upgrade, you will forfeit your Data Bank.
- 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, unless specified in the Critical Information Summary document associated with your chosen Plan. If you are on a plan that includes Data Bank and you downgrade, you will forfeit your Data Bank.

3.4.3. You may elect to renew your inclusions early by repurchasing the same amaysim UNLIMITED Mobile Plan at any time. If you repurchase the same UNLIMITED Mobile Plan before expiry, your current plan will be cancelled, and you will forfeit all existing plan inclusions in accordance with section 3.5.1 of this agreement.

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 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, there will be no refund if you are a Pre-paid customer, or you will still be billed the full Plan fee 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
- 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 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.