

amaysim General Terms for the Standard Form of Agreement (SFOA)

Valid as of May 2021

Table of Contents

<u>1.</u>	<u>About these terms and conditions</u>	<u>1</u>
1.1.	These General Terms, and the Standard Form of Agreement	1
1.2.	What is the Agreement, and when does it start and finish?	2
1.3.	Responsibility for Persons you allow to use the Service	2
<u>2.</u>	<u>Changing the Agreement</u>	<u>3</u>
2.1.	Changes to the Agreement we must tell you about in advance	3
2.2.	Changes to the Agreement we are not required to tell you about in advance	3
2.3.	All other changes	3
<u>3.</u>	<u>Dealing with Personal Information</u>	<u>4</u>
3.1.	Identification	4
3.2.	Collecting and using Personal Information	4
3.3.	Opting Out	5
<u>4.</u>	<u>Invoices and Payment</u>	<u>6</u>
4.1.	Pre-paid Invoices for amaysim mobile customers	6
4.2.	Post-paid Invoicing for amaysim mobile customers	6
4.3.	Post-paid Billing Frequency for amaysim mobile customers	7
4.4.	Payment of Your Post-paid Invoice for amaysim mobile customers	7
4.5.	Due Date for Post-paid amaysim mobile customers	8
4.6.	Late or Dishonoured Payment	8
4.7.	Set Off	9
4.8.	Overpayment	10
4.9.	Taxation, including Goods and Services Tax	10
4.10.	Minimum Post-paid mobile spend	10
4.11.	Credit Card Pre-Authorisation	10
<u>5.</u>	<u>Changing the amaysim mobile Pre-paid or Post-paid Payment Option</u>	<u>11</u>
5.1.	Voluntary Change from Post-paid to Pre-paid	11
5.2.	Same Payment Option Requirement	11
<u>6.</u>	<u>Using the Service</u>	<u>11</u>
6.1.	Use of the Service	11
6.2.	Exceptionally High Use	13
6.3.	Third Party Compliance	14
6.4.	Using Equipment	14
6.5.	Intellectual Property	14

<u>7.</u>	<u>Your rights and our limitations on responsibility</u>	<u>15</u>
<u>8.</u>	<u>Suspending the Service</u>	<u>17</u>
8.1.	When we may suspend the Service	17
8.2.	Request by you for us to suspend the Service	18
<u>9.</u>	<u>Fraudulent Use of the Service</u>	<u>19</u>
<u>10.</u>	<u>Cancellation of Service and termination of this Agreement</u>	<u>19</u>
10.1.	Cancellation by you	19
10.2.	Cancellation by us	20
10.3.	Automatic Cancellation	21
10.4.	Termination or cancellation of this Agreement	21
10.5.	Consequences of termination	22
<u>11.</u>	<u>Transfer of this Agreement</u>	<u>22</u>
<u>12.</u>	<u>Disputes, Complaints and Faults</u>	<u>23</u>
12.1.	Raising a dispute or making a complaint	23
12.2.	Financial hardship	23
12.3.	Fault Reporting	24
<u>13.</u>	<u>General</u>	<u>24</u>
13.1.	Governing Law	24
13.2.	Waiving Rights	24
13.3.	Events not within our control	24
13.4.	Information about your rights	24
<u>14.</u>	<u>Commissions</u>	<u>25</u>
<u>15.</u>	<u>Contacting us</u>	<u>25</u>
<u>16.</u>	<u>Contacting other services</u>	<u>25</u>

1. About these terms and conditions

1.1. These General Terms, and the Standard Form of Agreement

1.1.1. This document is known as the "General Terms", and states the standard terms and conditions for the supply and use of the amaysim mobile telephone Service.

1.1.2. The General Terms are part of amaysim's Standard Form of Agreement ("SFOA"). The documents that form the SFOA are:

- your application (whether made over the internet, by telephone or on paper);
- these General Terms;
- the Service Description;
- the Price Table;
- applicable Special Conditions and Service Descriptions;
- the Device Store Terms of Service; and
- the Dictionary.

1.1.3. In the SFOA, terms that are defined in the Dictionary will start with a capital letter. For example, in the statement "amaysim will supply the Service", the word "Service" is capitalised to indicate that it is defined in the Dictionary.

1.1.4. If any document that is part of the SFOA (as listed in clause 1.1.2) contains a term or condition that contradicts a term or condition in another document that is part of the SFOA, the term or condition from the document that is listed first in clause 1.1.2 will apply.

1.1.5. To understand your rights and obligations as well as our obligations to you, you need to read all of the documents that form the SFOA. The following is a brief summary of each document in the SFOA:

- The Service Description is the detailed description of the Service that we offer, including payment options, payment features, requirements to use the Service, and availability of the Service.
- The Price Table sets out all fees and charges that we may charge you for using the service, for late payments and other items such as Value Added Services. Please check the Price Table carefully to see which charges and fees apply to you for the use of the Service.

- The Dictionary explains the terms and expressions which we use in the documents that form the Agreement.

1.1.6. You may download the latest version of all documents that make up the SFOA from our website www.amaysim.com.au.

1.1.7. The SFOA is your entire Agreement with us with respect to the Supply of the Services. No other document or representation by any person (unless we agree in writing) specifies how you will purchase, or we will supply, the Services, or specify any warranty in connection with the Services.

1.2. What is the Agreement, and when does it start and finish?

1.2.1. By clicking the check box to accept the amaysim Terms and Conditions at www.amaysim.com.au and submitting an order, or by instructing an amaysim representative to complete an order on your behalf you will enter into a contract with us (amaysim Mobile Pty Ltd ABN 82 645 692 093) on the terms of the SFOA. That contract is known as the "**Agreement**".

1.2.2. The Agreement does not have a minimum term. The Service can be cancelled at any time, and this Agreement will come to an end as soon as the terminating party's remaining obligations are met (for example, the payment of all outstanding bills).

1.2.3. The Agreement starts with the Activation of your amaysim SIM Card. You activate your amaysim Service either online at our website www.amaysim.com.au or by calling the Activation Hotline

1.3. Responsibility for Persons you allow to use the Service

You agree that you are responsible for any use of the Service (including the use of your amaysim SIM card) by any other person (unless that person has used the Service because of something we should or should not have done). For example you will be responsible for:

- paying all usage charges incurred by a person using the Service associated with your amaysim SIM Card;
- any account changes and top-ups where you provide other people with access to your account or Service; or

- allowing family members to gain access to your MyAmaysim account via a common computer or device.

2. Changing the Agreement

2.1. Changes to the Agreement we must tell you about in advance

- 2.1.1. Except for changes described in clause 2.2, we will give you at least 21 days notice in writing (normally, by email) before we make a change to the Agreement that may be detrimental to you, or that could interfere with your enjoyment of the Service. For example, we would provide you with notice of an increase in the price for any part of the Service.
- 2.1.2. Whenever we make a change to the Agreement, the revised Agreement will be available for download on our website www.amaysim.com.au.

2.2. Changes to the Agreement we are not required to tell you about in advance

- 2.2.1. We can also change the Agreement without first telling you about the change if the change is beneficial to you, or does not interfere with your enjoyment of the Service. For example, we would not need to tell you about a reduction in the price for any part of the Service, or if a new service function becomes available.
- 2.2.2. We can change the Agreement without first telling you about the change in limited circumstances where we are permitted to do so by law, including:
- charges for international Service and for roaming charges (current roaming charges are available on our website www.amaysim.com.au);
 - changes required by law, such as an adjustment to the GST.

2.3. All other changes

Except as otherwise authorised by this clause 2 or otherwise by this Agreement, neither you nor we can change this Agreement unless both of us agree to the change in writing.

3. Dealing with Personal Information

3.1. Identification

- 3.1.1. As a carriage service provider, we may be required under Australian law to establish the identity and residential address location of our customers before we activate your amaysim Service. If we are unable to establish your identity or residential address, or if you give us false or inaccurate information, we will be unable to supply the Service to you.
- 3.1.2. In order for us to meet our legal obligations, we may require that you provide additional information about yourself or proof of your identity from time to time, and we may suspend the service if you fail to supply the required information.
- 3.1.3. You must ensure that the customer details you provide to us are complete, accurate and up to date. You must provide us with any change of residential address within a period of 14 days of that change. You can change your address details in your Personal Login Area on our website www.amaysim.com.au.

3.2. Collecting and using Personal Information

- 3.2.1. We will collect and use any Personal Information about you in accordance with applicable law, and our [privacy policy](#) (as amended from time to time)
- 3.2.2. We may collect and use Personal Information from you, or we may collect and use Personal Information about you from a credit provider or a credit reporting agency.
- 3.2.3. We may use your Personal Information to provide you with information about other goods and services, special offers, and promotions that are related to amaysim product and service offerings. This is subject to your right to opt out of receiving such information, set out in clause 3.3.
- 3.2.4. We may use your Personal Information to provide the Service to you, or to facilitate the supply of the Service to you by others.
- 3.2.5. We may be permitted or required by law to collect or disclose your Personal Information in some circumstances, including to assist:
 - Emergency Services;

- law enforcement agencies and Government agencies, including for the enforcement of criminal and other laws; and
- the operator of the Integrated Public Number Database (IPND) (an industry-wide data base of all telephone numbers and customer details).

3.2.6. We may disclose your Personal Information to entities that provide services to us relating to the provision of the Service, including SMS or email resenders and to handle payments with regards to you using the Service.

3.2.7. We may use and disclose your Personal Information for purposes related to the supply of the Service, including billing, account management and payment reconciliation.

3.2.8. In your Personal Log-in Area on our website www.amaysim.com.au or by calling our Service Centre on 1300 808 300 you can access and correct most Personal Information we retain about you at any time. Some personal information can only be accessed or corrected through our Service Centre.

3.2.9. You give your consent to our use, and the use by any of our suppliers, of any Personal Information we collect from you, provided such use is made in accordance with this Agreement, our privacy policy (as amended from time to time) and relevant privacy laws.

3.3. Opting Out

You may opt out of the receipt of certain material, such as promotional, marketing, or advertising material about amaysim products. If you tell us you opt out of the receipt of such material, you will only receive information we are required by law to provide to you or information pertaining directly to your account. You can opt out in your Personal Log-in Area on our website www.amaysim.com.au or by calling our Service Hotline on 1300 808 300 or by using the unsubscribe facility incorporated into our electronic communications to you.

4. Invoices and Payment

4.1. Pre-paid Invoices for amaysim mobile customers

- 4.1.1. A record of your mobile telephone usage of the Service can be accessed in your Personal Login Area on our website www.amaysim.com.au. Your usage records do not constitute an invoice.
- 4.1.2. Upon purchase of Airtime Credit we will provide you with a digital invoice in pdf or other common format. The digital invoice constitutes a tax invoice for the recharge amount. Paper invoices can be produced by our service team upon request and will be charged at the rate set out in the Price Table.

4.2. Post-paid Invoicing for amaysim mobile customers

- 4.2.1. If you are a Post-paid mobile customer, a record of your usage of the Service can be accessed in your Personal Login Area on our website www.amaysim.com.au. Your usage records do not constitute an invoice.
- 4.2.2. We will send you a bill during each calendar month (unless we elect not to) for the services you have used in the previous billing period. Your bill may also include details of any previously billed amounts that are overdue for payment.
- 4.2.3. Your bill will specify the total amount payable for your use of the Service. However, your bill will not contain details of individual calls you have made in the relevant billing period. Call details can be accessed from your Personal Login Area on our website www.amaysim.com.au.
- 4.2.4. In some circumstances, your bill may include charges for usage of the Service for a previous billing period. For example, if you have been travelling abroad and there has been a delay by the international service provider in providing details of your usage to us, international usage charges may appear in later billing periods.
- 4.2.5. We will provide your bill in pdf or other common format. The digital bill constitutes a tax invoice for your use of the Service. Paper invoices can be produced by our Service Centre upon request and will be charged at the rate set out in the Price Table.

4.3. Post-paid Billing Frequency for amaysim mobile customers

4.3.1. You will receive your first bill in the month following the activation of your Post-paid Payment Option.

4.3.2. We will normally bill you on the same day of the month. Your billing day will be determined by the day on which your Post-paid Payment Option is activated:

- If your Post-paid Payment Option was activated on one of the first 28 days of the month, you will normally be billed on the corresponding day in each subsequent month (for example, if activated on the 20th of the month, your billing day will normally be the 20th of the month);
- If your Post-paid Payment Option was activated between the 28th and the 31st day of a month, you will be billed on either the corresponding day in a subsequent month, or the last day of the subsequent month if the month has fewer days than the original activation month (for example, if activated on the 31st of a month, in a non-leap year February you will be billed on the 28th or in April on the 30th of April).

4.3.3. Your bill will be available for download in your Personal Login Area on our website www.amaysim.com.au. We will not send you a paper bill by mail, unless you ask us to via the Service Centre, in which case you will be charged at the rate as set out in the Price Table.

4.3.4. We will attempt to notify you each month when your bill is ready for download. Even if we are unable to notify you (for example, if your email address is changed), your bill will be available online and it is your responsibility to check your bill.

4.4. Payment of Your Post-paid Invoice for amaysim mobile customers

4.4.1. Unless clause 4.4.2 applies, you may pay your bill by any payment method as set out on the bill, which may include electronic funds transfer, BPAY, credit or debit card.

4.4.2. In some circumstances, we may impose restrictions on your payment options, including:

- limiting your payment methods (for example, following a credit assessment, we may require that you pay by credit card or debit card, or we may exclude payment by credit or debit card);
- limiting the number of credit or debit cards that you are able to register;
- limiting the number of times you can change the registered credit or debit card; or
- place a limit on the credit available to you.

4.5. Due Date for Post-paid amaysim mobile customers

- 4.5.1. If you do not use direct debit for your amaysim mobile Service, you must pay the entire amount of your invoice on the due date as specified on your invoice (unless we agree otherwise, for example, because of a legitimately disputed invoice).
- 4.5.2. If you do use direct debit, we will charge your nominated payment method on the due date or the closest business day (unless we agree otherwise, for example, because of a legitimately disputed invoice).
- 4.5.3. If you choose to provide us with a verified bank account for the purpose of a one-off or recurring direct debit transaction, we will debit your nominated bank account, fourteen calendar (14) days from the issue date of your invoice (the Due Date). You acknowledge and agree that the Due Date may be less than the ten (10) working days prescribed in the Telecommunications Consumer Protection Code.
- 4.5.4. If you choose to provide us with credit card or PayPal details for the purpose of a one-off or recurring direct debit transaction, we will debit your nominated account, ten calendar (10) days from the issue date of your invoice (the Due Date). You acknowledge and agree that the Due Date may be less than the ten (10) working days prescribed in the Telecommunications Consumer Protection Code.

4.6. Late or Dishonoured Payment

- 4.6.1. If you do not pay your bill by the date it is due we may charge you a Late Payment Fee, as set out in the Price Table.

- 4.6.2. As an amaysim mobile Post-paid customer, if a direct debit fails or is rejected due to a problem for which you are responsible (for example, insufficient funds or credit, or inaccurate account information), we will (in order to prevent service interruption) attempt to repeat the direct debit transaction up to three times in the following two weeks. For each dishonoured direct debit we may charge you a dishonour fee as set out in the Price Table, and we may pass on any charges we incur as a result of the failed or rejected direct debit to you.
- 4.6.3. If you are an amaysim mobile Pre-paid customer, are using Automatic Recharge and your credit or debit 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. We may deactivate the Automatic Recharge facility immediately upon the first dishonoured direct debit or credit card charge back, or upon receipt of any PayPal dispute or claim request.
- 4.6.4. If using the Post-paid mobile Service and you fail to pay your bills by their due dates on 2 or more occasions in any 6 month period, or if direct debits repeatedly fail or are rejected due to problems for which you are responsible (for example, insufficient funds or credit, or inaccurate account information), we may change your payment option to the Pre-paid Payment Option without consulting you. If we change your payment option to the Pre-paid Payment Option in accordance with this clause, we may at our discretion temporarily or permanently refuse to allow you to use the Post-paid Payment Option.
- 4.6.5. If using an amaysim mobile Service and we change your payment option to the Pre-paid Payment Option in accordance with clause 4.6.4, you must purchase Airtime Credit before you can use the Service. However, you will not be able to purchase Airtime Credit until any outstanding amounts you owe to us are paid in full.

4.7. Set Off

If you owe any amount to us for any reasons (irrespective of whether you use the Post-paid Payment Option or Pre-paid Payment Option), we may apply any amount you pay to us (for any reason) to set off against the amount owed by you. For example, if you owe an amount to us for your use of the Service following the reversal of a purchase by credit card of Airtime Credit, any amount you subsequently pay to purchase will be first applied to paying the money you owe.

4.8. Overpayment

If you use the Post-paid Payment Option and you pay to us more than the amount you owe to us at any time, your account will be credited with the amount that you have overpaid. Your next bill will be reduced by the amount of credit in your account.

4.9. Taxation, including Goods and Services Tax

4.9.1. Unless otherwise indicated all fees and charges that are set out in the Price Table are inclusive of tax where applicable, including goods and services tax.

4.9.2. If any new tax or government impost is introduced, or if the rate of any existing tax is changed, which applies directly to the price of goods or services, we will make appropriate adjustments to the fees and charges in the Price Table.

4.10. Minimum Post-paid mobile spend

4.10.1. If you use the Post-paid Payment Option, the minimum per account spend amount is \$5.00 per billing period. If your call usage is less than \$5.00 in a given billing period, an additional charge may be added to your account to bring the total to \$5.00.

4.11. Credit Card Pre-Authorisation

4.11.1. If you choose to add a Credit Card as the payment method for your account, we may perform a pre-authorisation transaction against your Credit Card account for the amount of \$1.00. The pre-authorisation transaction may appear as a pending transaction against your Credit Card account and will disappear within 10 working days.

5. Changing the amaysim mobile Pre-paid or Post-paid Payment Option

5.1. Voluntary Change from Post-paid to Pre-paid

5.1.1. If you are a mobile Service Post-paid Payment Option customer and you wish to change your Payment Option to the Pre-paid Payment Option you may do so by making the appropriate selection in your Personal Login Area on our website www.amaysim.com.au, or by contacting us via Live Chat.

5.1.2. If you are a mobile Service Pre-paid payment Option customer it is not possible to switch to a Post-paid Payment Option.

5.2. Same Payment Option Requirement

All amaysim SIM Cards that are activated in your customer account must have the same Payment Option (in other words, all of your amaysim SIM Cards must be paid using only the Pre-paid Payment Option or only the Post-paid Payment Option). However, you can choose different payment methods (e.g. auto top up and pay as you go) for each Pre-paid Payment Option amaysim SIM Card.

6. Using the Service

6.1. Use of the Service

6.1.1. When you are using the Service you must comply with:

- the SFOA;
- the law;
- all directions by relevant authorities;
- the Copyright Policy;
- the amaysim Fair Go Policy; and
- all reasonable directions from us, including all directions we are required by law or our suppliers to make.

6.1.2. You must not use or to attempt to use the Service:

- to infringe or interfere with the legal rights of any other person;
- to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise prohibited by law;
- to expose us or any of our suppliers to liability (other than the obligation to supply the Service to you in accordance with this Agreement);
- in any way which damages, interferes with or interrupts the Service, the network or a supplier's network used to supply the Service;
- to 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;
- to make or receive calls or send or receive content using the Service other than for your own personal or business (on AS YOU GO plan only) use;
- to wholesale the Service, including by transmitting, refiling or aggregating domestic or international network traffic;
- to operate a carriage service, or to act as a carrier (as those terms are defined in the Telecommunications Act 1997); or
- in connection with a device that switches or reroutes calls to or from the Service;
- in a way which enables children to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to You;
- in a way which incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender, sexuality or nationality;
- To engage in any misleading or deceptive business or marketing practice;

- To provide or promote illegal pyramid selling schemes or unlawful gambling or gaming activities;
- 6.1.3. We may ask you to stop doing something which we reasonably believe is prohibited by this Agreement. If you do not comply with our request within two business days we or our supplier may take all reasonable steps to ensure compliance, including suspending or cancelling the Service without further notice to you, and notifying relevant authorities.
- 6.1.4. You acknowledge that we or any other supplier whose network is used to supply the Service, may be required by law to intercept communications over the Service or to monitor your usage of the Service and communications sent over it.
- 6.1.5. You acknowledge that we or our suppliers may restrict or block access to any number or Service (other than an emergency number or Service) if required for technical, operational or commercial reasons.
- 6.1.6. You acknowledge that you do not own the telephone numbers or IP addresses we allocate to you. We may change, withdraw or reset a number in accordance with our standard operating procedures.

6.2. Exceptionally High Use

- 6.2.1. For your protection and to protect the integrity of the Service, we may contact you, or we may suspend your use of the Service, if we become aware of, or reasonably suspect, use of the Service that is unusual. For example, if you make an unusually high volume of international calls or if we see an exceptionally high usage of Value Added Services we may contact you to confirm you are aware of this use of the Service, or we may suspend the Service until we are able to discuss the high volume usage with you.
- 6.2.2. If we exercise our rights to contact you or suspend the Service in accordance with clause 6.2.1, you agree that we may do any reasonable thing to satisfy ourselves that the unusual use of the Service is appropriate, which may include requiring you to provide evidence of your identity, or your ability to pay for the unusual use of the Service.

6.3. Third Party Compliance

When you use the Service it is your responsibility to comply with any rules imposed by any third party whose content or service you access using the Service or whose network your data traverses.

6.4. Using Equipment

6.4.1. If you use your own equipment in connection with the Services (for example, your own mobile telephone or modem), you must ensure that your equipment:

- complies with all relevant laws and directions of relevant authorities; and
- complies with all of our reasonable requirements.

6.4.2. If your equipment does not meet the requirements of this Agreement, we may, without notice to you:

- prevent access by your equipment to the Service;
- suspend your access to the Service; or
- cancel the Service and terminate this Agreement.

6.4.3. Maintenance of wiring and equipment in your premises that is beyond the networks of carriers over which amaysim delivers its Service is solely your responsibility. Where there is a reported fault with the Service, amaysim will communicate with You to identify the cause and you are required to test your wiring and or equipment and the Service and provide results in accordance with instructions provided by amaysim support staff.

6.5. Intellectual Property

6.5.1. In the course of using the Service, you may encounter material in which we, or our suppliers, own intellectual property rights (for example, trademarks, copyright material and confidential information).

- 6.5.2. You acknowledge that nothing in this Agreement grants any right to you to use any material in which we or any of our suppliers own intellectual property rights, and you may not use, promote, copy, publish, republish, redistribute, recommunicate, or otherwise exploit any such material without the prior written consent of us or our suppliers. To clarify, examples of prohibited uses of such material include framing, linking, posting to news groups and any other form of copying.
- 6.5.3. You agree that you will indemnify (that is, pay without further obligation) us and our suppliers against any losses and costs (including legal costs) we or our suppliers may suffer as a result of any breach by you of clause 6.5.2, except to the extent such loss and/or costs were a direct result of our or our supplier's negligence, fraud or wilful misconduct.
- 6.5.4. You agree that you will immediately tell us if you become aware of any unauthorised use (whether by you or any other person) of any material in which we or any of our suppliers own intellectual property rights.

7. Your rights and our limitations on responsibility

- 7.1.1. You have certain rights at law, including under the *Competition and Consumer Act 2010 (Cth)* ("CCA"), that cannot be limited or excluded. Nothing in this clause or otherwise in the Agreement limits or excludes any of these rights.
- 7.1.2. At law, including under the CCA, 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.
- 7.1.3. In addition to your rights under this Agreement and the CCA you may also have rights under legislation, regulations, telecommunications industry codes, guidelines and dispute resolution processes and the general law, such as:
- the *Telecommunications Act 1997*;
 - fair trading legislation and regulations in your State or Territory;

- industry codes registered with the Australian Communications and Media Authority (or its successor), including the Telecommunications Consumer Protection Code;
- by contacting the Australian Competition and Consumer Commission or the office of fair trading in your State or Territory; and
- by contacting the Telecommunications Industry Ombudsman.

7.1.4. You acknowledge that the Service is a telecommunications service that by its nature is dependent, directly and indirectly, on related services provided by third party suppliers (in other words, suppliers who provide services to us). We do not control, and are not responsible for, any interruption, degradation or failure of the service to the extent it is caused or contributed to by these third party suppliers.

7.1.5. Except where we are liable to you under this Agreement or under laws referred to in clauses 7.1.1 or 7.1.2, you agree that you accept all risk for your use of the Service, and neither we nor our suppliers will have any liability to you for loss suffered in connection with your use of the Service (this includes liability in contract, tort (including negligence) or liability for lost profits, lost revenue, lost savings, any consequential or indirect loss or any claim by a third party, even if we knew such loss or liability was possible or was otherwise foreseeable).

7.1.6. You acknowledge that we do not control, and neither we nor our suppliers have any responsibility for:

- your right or ability to use, access or transmit any third party content using the Service;
- the accuracy or the completeness of any content which you may use, access or transmit using the Service;
- the consequence of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
- any charges which a third party may impose on you in connection with your use of their service that you access through the Service; or
- the quality and reliability of the Service.

7.1.7. You acknowledge that other factors such as third party hardware and/or software together may also cause interruptions to the Service for which amaysim takes no responsibility. amaysim will not be liable to provide the Service to you if it becomes impracticable to do so due to causes beyond our reasonable control, including, without limitation, force majeure, civil disorder or war, national or local emergency, adverse weather conditions, industrial dispute or acts or omissions of other carriers or carriage service providers or any government or regulatory authority.

8. Suspending the Service

8.1. When we may suspend the Service

8.1.1. We may suspend or restrict the Service at any time, without notice:

- when we are required to do so by law;
- if we are directed to do so by a relevant authority;
- in the case of an emergency; or
- where we determine that your account presents an unacceptably high credit risk
- where we suspect fraud or attempted fraud; or
- if you have nominated a use limitation point that you have reached.

8.1.2. We may also suspend or restrict the Service with prior reasonable notice:

- if we or our suppliers consider it is appropriate to do so to reduce the incidence of fraud;
- if you fail to make a payment for your use of the Service by the due date for that payment;
- if there is any delay, dispute or disruption in your payment for the Service, including if any credit or debit card transaction is delayed or reversed for any reason;

- if you are a Post-paid customer, and we reasonably consider that you will not, or will be unable to pay for your use of the Service;
- it is necessary to allow us or our supplier to rectify a failure or malfunction of the Service, or to perform an upgrade or to maintain the Service;
- to reduce or prevent interference with the Service or the mobile digital network operated by our supplier;
- an event that is not within our control prevents us from supplying the Service to you;
- we suspect you, or a person using your amaysim SIM Card is misusing the Service, is not authorised to use the Service or repeatedly violates an amaysim Fair Go Policy;
- there has been, in our opinion, unusual activity on your Service such as activity that is consistent with your Service or equipment connected to your Service having been infected with a virus or other malicious software;
- you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or our suppliers;
- you permanently vacate the premises in which you are provided the Service;
- we reasonably believe that a request to activate or cancel the Service has not been authorised by you; or
- we are otherwise authorised to do so by this Agreement, provided we have otherwise complied with, and such suspension is not prohibited by, relevant laws, regulations and industry codes.

8.2. Request by you for us to suspend the Service

- 8.2.1. You may ask us to suspend the Service at any time (for example, following the loss or theft of your amaysim SIM Card), in which case you will not be liable for any use of the Service associated with your amaysim SIM Card after you request such suspension.

8.2.2. Following a request by you to suspend the Service, the Service will remain suspended until:

- you ask us to resume the Service; and
- we notify you that the Service has been resumed.

9. **Fraudulent Use of the Service**

You agree to notify amaysim immediately, in writing to service@amaysim.com.au or by calling our support line 1300 808 300, or via Live Chat from our website if you become aware at any time that your Service has been stolen, compromised or fraudulently used. When you call or write, you must provide your account number and a detailed description of the fraudulent use of your amaysim Service. Failure to do so in a timely manner may result in the suspension or termination of your Service and additional charges to you. You will be liable to pay for the Services used if the Service is breached or the Service is used inappropriately regardless of lack of awareness or knowledge. If you are responsible for theft or fraudulent use of the Service, amaysim will take whatever course of action necessary to recover damages and lost income from you that amaysim is rightfully entitled to.

10. **Cancellation of Service and termination of this Agreement**

10.1. **Cancellation by you**

10.1.1. You may cancel the Service at any time by giving us notice. You can give us notice by doing any of the following:

- contacting our Service Centre on 1300 808 300
-
- Using the Live Chat service available at www.amaysim.com.au
- sending an email to service@amaysim.com.au

10.1.2. If you are using the Pre-paid Payment Option this Agreement will terminate once we receive your notice of cancellation. Any unused Airtime Credit or remaining days of use will be cancelled and no refund will be payable, except if we otherwise tell you in writing or if you have cancelled this Agreement following a serious breach of this Agreement by us, in which case we will refund the fair value of unused Credit.

10.1.3. If you are using the Post-paid Payment Option, this Agreement will terminate at the end of the billing period ending after the following has occurred:

- we have received your notice of cancellation; and
- all amounts owed by you to us for your use of the Service have been paid in full.

10.1.4. In addition to your rights to cancel the Service under this clause, you may have rights to cancel the Service or terminate this Agreement under the laws in force in the State or Territory in which you reside (for example, you may have rights to a statutory cooling-off period, which may include termination and refund rights in some circumstances). We will comply with any such laws where they apply to this Agreement, and nothing in this clause or otherwise in this Agreement limits or excludes any of these rights.

10.2. Cancellation by us

10.2.1. Without limiting any other cancellation rights under the Agreement, we have the right to cancel the Service immediately if:

- we are required to do so by law including being;
- directed to do so by a relevant authority;
- there is an emergency;
- we determine that your account presents an unacceptably high credit risk;
- you are a Post-paid customer and you are declared bankrupt (if you are an individual) or a receiver, liquidator, provisional liquidator or administrator is appointed to you or you enter into an arrangement with your creditors, or you become insolvent or are wound up (if you are a company);
- we or our suppliers suspect fraud or attempted fraud; or
- you have nominated a use limitation point that you have reached.

10.2.2. We may also cancel the Service with prior reasonable notice:

- If you are a Post-paid customer and we reasonably consider that you will not, or will be unable to, pay for your use of the Service;
- you breach a material term of the SFOA;
- the supply of the Service to you is suspended for more than 14 days
- an event that is not within our control prevents us from supplying the Service for a period of more than 14 days;
- we suspect you, or a person using your amaysim Service, is misusing the Service, is not authorised to use the Service or you are repeatedly violating an amaysim Fair Go Policy; or
- we are otherwise authorised to do so by the SFOA (including because you have breached the SFOA).

10.2.3. If you are using the Post-paid Payment Option and your account is in credit due to an earlier overpayment by you and we cancel the Service, we will deduct from that credit all amounts owed by you to us for your use of the Service. Following such deduction, if your account remains in credit, we will refund the amount of remaining credit to you.

10.3. Automatic Cancellation

10.3.1. If you use the mobile Service Pre-paid Payment Option, the Service will be cancelled automatically if more than 455 days have passed since your last recharge of Airtime Credit (for the purposes of this clause, your last recharge may be Activation of your amaysim SIM Card). The 455 days indicated consists of a 365 day active period and a 90 day passive period. For more information on active and passive periods, please see the amaysim Mobile Service Description.

10.3.2. If we receive an MNP Notice requiring that your MSN be ported to another service provider, your access to the Service will be cancelled automatically.

10.4. Termination or cancellation of this Agreement

- 10.4.1. Termination means that this Agreement is at an end, and only occurs once all obligations under this Agreement have been met (or the party to whom an obligation is owed has consented in writing to the waiver of that obligation).
- 10.4.2. We may terminate your service at any time at our discretion with 30 days written cancellation notice or termination notice in the form of email and/or written letter to your service address.
- 10.4.3. If you are using the Pre-paid Payment Option, this Agreement will terminate as soon as we cancel the Service. Any unused Airtime Credit will be cancelled and no refund will be payable.
- 10.4.4. If you are using the Post-paid Payment Option, this Agreement will terminate at the end of the billing period which ends after:
- We have received your notice of cancellation; and
 - all amounts owed by you to us for your use of the Service have been paid in full.

10.5. Consequences of termination

Following termination of the Agreement:

- you will not be able 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.

11. Transfer of this Agreement

- 11.1.1. You agree that we may assign all or part of our rights under this Agreement to any person at any time, without providing notice to you.

11.1.2. You agree and give your consent that this Agreement may be novated (that is, amaysim will be replaced as a party to this Agreement by another person) to any other person by either us or the person to whom this Agreement will be novated giving notice to you, provided that the novation is on terms no less favourable to you than the terms of this Agreement immediately before the novation.

11.1.3. You cannot assign or novate all or part of your rights and obligations under this Agreement (other than in accordance with this paragraph).

12. Disputes, Complaints and Faults

12.1. Raising a dispute or making a complaint

12.1.1. If you wish to dispute any aspect of the Service (including billing), or if you wish to make a complaint about any aspect of the Service, you can do so by calling 1300 808 300 or emailing the complaints department: resolutions@amaysim.com.au

12.1.2. All disputes or complaints will be handled in accordance with our Complaints Handling Policy, which is available from our website www.amaysim.com.au

12.1.3. We will use best endeavours to resolve your dispute or complaint. However, if you are not satisfied with how we handle your dispute or complaint, you may refer the dispute or complaint to external arbiters, such as:

- the Telecommunications Industry Ombudsman;
- the fair trading or consumer affairs office in your State or Territory;
or
- the Privacy Commissioner.

12.2. Financial hardship

12.2.1. If you are in a situation of financial hardship, you can contact us on 1300 808 300. We will offer you assistance in accordance with our Financial Hardship Policy, which is available from our website www.amaysim.com.au.

12.3. Fault Reporting

- 12.3.1. If you experience any problem, disruption or other fault with the Service, you may report the problem, disruption or fault to us on 1300 808 300.
- 12.3.2. We will investigate, or arrange for our suppliers to investigate, each reported fault and will take an action necessary to rectify the fault.

13. General

13.1. Governing Law

- 13.1.1. The laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside govern this Agreement.
- 13.1.2. You and we submit to the exclusive jurisdiction of the courts of the Commonwealth of Australia, its states and territories

13.2. Waiving Rights

- 13.2.1. If we do not exercise a right that we have under this Agreement we do not waive our entitlement to exercise that right at a later stage.
- 13.2.2. A right under this Agreement may only be waived by us in writing.

13.3. Events not within our control

If an event that is not within our control affects our ability to perform any obligations under this Agreement, including the supply of the Service, then we will not be liable for failing to perform that obligation. We will make best efforts to notify you of any such event.

13.4. Information about your rights

- 13.4.1. You should contact us on 1300 808 300 if you need to discuss any aspect of the Service or this Agreement.

13.4.2. If we do not satisfactorily deal with any issues you may have with the Service or this Agreement, further information and advice can be obtained by contacting the Australian Communications and Media Authority (ACMA), the Telecommunications Industry Ombudsman (TIO), the Australian Competition and Consumer Commission (ACCC) or the relevant Department of Fair Trading or Department of Consumer Affairs in your state or territory.

14. Commissions

You acknowledge that we may pay commissions to agents or other parties who introduce you to us, or assist us in making this Agreement with you.

15. Contacting us

By Phone: 1300 808 300 (567 from if you have amaysim mobile)

Hours of Operation:

Monday - Friday 8.00 am – 07.00 pm AEST

Saturday, Sunday, Public Holidays 10.00 am - 6.00 pm AEST

By Email: service@amaysim.com.au

By Mail

PO Box R567

Royal Exchange NSW 1225

16. Contacting other services

The following public services may assist you in your use of the Service:

- National Relay Service: TTY/Voice – 133 677
- National Relay Service: Speak and Listen – 1300 555 727
- Translating and Interpreting Service (National) – 131 450