

# Special Conditions and Service Description for amaysim Data Plans

Valid as of 14 March 2023

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## **1. About these Special Conditions and Service Description**

- a) This document describes the amaysim Data Plan Service.
- b) This Service Description forms part of the amaysim General Terms and its components. Even if you discontinue to use the amaysim Data Plan Service the Service or the Agreement will in not be influenced in any way.
- c) The latest version of the above documents are available for download on our website [www.amaysim.com.au](http://www.amaysim.com.au)

## **2. The amaysim Data Plan Service**

### **2.1. Conditions for the use of amaysim Data Plan Service**

amaysim Data Plan means one of the Data Plans and Data Top-Ups set out in the Critical Information Summary document associated with your chosen plan. To use amaysim Data Plans you have to be either an existing amaysim customer and use the amaysim Service together with an amaysim SIM card or purchase a new amaysim SIM card. amaysim Data Plans may be used to upload and download data on your mobile handset or smartphone or tablet device which has the capacity to work with the Optus 4G / 3G mobile network.

### **2.2. How to use the Service**

To use the amaysim Data Plan Service you need an amaysim SIM card and a SIM-lock free mobile device which could be:

- a smartphone,
- a tablet computer,
- a pocket WiFi or USB modem,
- any wireless modem
- or any other device

that works on the Optus 4G / 3G network.

By default, your amaysim Data Plan SIM card can also be used for the full range of the amaysim Services. For technical reasons the use of the full range of the amaysim Services cannot be switched off. In order to use the Service you have to be a Post-paid Customer or as a Pre-paid Customer use the automatic

top-up facility with direct debit or credit card or recharge your Airtime Credit. If you are using your amaysim Data Plan SIM card in a smartphone or in any device which can be used for voice calls or to send SMS you could be generating charges on top of the charges for your respective amaysim Data Plan.

### **2.3. Coverage**

The amaysim Data Plan Service is only available in areas that are covered by our 4G and 3G areas. To check coverage areas, please see:

<https://www.amaysim.com.au/about/coverage>

To have access in the entire coverage area you need a modem that supports multiple frequency bands. Some frequencies are not available in all areas and frequencies will vary between areas.

You are responsible to find out whether there is sufficient coverage in the areas in which you would normally use the amaysim Data Plan Service.

Even for those areas in which the amaysim Data Plan Service is available we cannot guarantee

- that the Service is available in all areas with coverage,
- that there will be no drop-outs,
- that there will be no delays in the data transmission when switching between bearer networks, and
- that the network will not be congested.

### **2.4. Data transfer speed**

Theoretical download speed depends on the location you are in and handset type. You can expect speeds between 512 Kbps and 30 Mbps with peak speeds around 50 Mbps and higher. Actual speeds may be slower.

The data transmission speed on our network will depend on:

- The network used to connect to the amaysim Data Plan Service (4G / 3G will offer better transmission rates than on the general GSM network, but might not be available everywhere),
- your distance from the next mobile tower,
- the capacity and load of the mobile tower,
- the number of users sharing the network simultaneously,

- your equipment and software,
- general activity on the Internet, and
- speed and capacity of the server that you are accessing.

### **3. Data Plans**

#### **3.1. amaysim Data Plans**

When using each amaysim Data Plan you will not be charged any additional amount for use within Australia for services set out under "What's Included" 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 your use of services set out under the "What's Included" heading in the Critical Information Summary for your chosen plan during the plan's validity period.

#### **3.2. Calculation of data usage**

Usage of amaysim mobile data will be calculated in 1 kilobyte increments per session. Sessions that make up part of 1 kilobyte will be rounded up to the next full 1 kilobyte increment.

A data session is a data transaction between your smartphone, tablet PC or modem and an Internet destination such as a website or a database for a smartphone application. Your hardware controls when a session starts and when it ends. amaysim cannot influence this. For example, depending on how your hardware operates, browsing a series of webpages may be a single session, or a session may start and end each time when your hardware is updating your email or you activate a smartphone application.

#### **3.3. Limitations**

The included mobile data volume can be used within Australia. Data use whilst using International Roaming will not be deducted from the Data Plan and, until 4 April 2023 will be charged at the respective applicable roaming rate. International Roaming charges can be viewed in our Price Table. From 4 April 2023 if you wish to use data while International Roaming, you will need to purchase a separate International Roaming Pack that includes data with a data

inclusion. These packs allow you to use data while roaming in Selected Destinations Further details can be viewed in our Price Table.

amaysim Data Plans are not be available in the Northern Territory.

You may connect a LAN to the service for private use, however the set-up and configuration of a LAN connected to the service is not supported by amaysim.

#### **4. Expiry, auto renewal and plan changes**

##### **4.1. Expiry**

Your amaysim Data Plan expires either:

- when your combined data download and upload transmissions (including Data Top-Ups) have reached the allowed volume, or
- after the validity period indicated in your Data Plan's Critical Information Summary document, or
- you chose to switch to another Data Plan, whichever happens earlier.

If you are close to having used up your total data allowance before the end of the validity period, you will be informed of the approaching usage of your Data Plan by SMS and email.

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 generally be used after any bonus data and included data for the current billing cycle is used. For Pre-paid customers, Data Bank will generally be used after any bonus data, Data Top-Ups and included data for the current recharge is used. From time to time, network behaviour may mean that data is used in a different order however total data inclusions will remain unchanged. 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. If a Data Bank is included in your chosen Plan, we'll send you combined usage notifications, consisting of the total Data Bank and the Plan data inclusion amount.

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

Data Bank can never be redeemed for cash.

#### **4.2. What happens if I use up the included data?**

As a Post-paid customer with a Data 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 amaysim Data 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.

As a Post-paid customer with a Data 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 amaysim Data 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.

As a Pre-paid customer with a Data 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 amaysim Data Plan. Data Top-Ups are measured in kilobytes, and include uploads and downloads.

As a Pre-paid customer with a Data 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 amaysim Data Plan. Data Top-Ups are measured in kilobytes, and include uploads and downloads.

#### **4.3. Automatic Renewal**

Your Data Plan will be renewed automatically to the same Data Plan after the set validity period detailed in the Critical Information Summary associated with your chosen Plan. You may cancel automatic renewal, you can do so at any given point and your amaysim Data Plan will not be renewed after the set validity period detailed in the Critical Information Summary associated with your chosen Plan. For technical reasons, you must cancel automatic renewal no less than 48 hours before the end of the validity period of your amaysim Data Plan. 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.

If you are a Pre-paid customer, the price for your amaysim Data Plan renewal will be charged against your Airtime Credit upon automatic renewal. You have to make certain that your Airtime Credit is sufficient to cover the charge for the automatic renewal or else you will be charged against your credit card or direct debit details should you have registered these on your account. If 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. If your Airtime Credit is not sufficient, automatic renewal fails, your amaysim Data Plan expires and your data usage will be charged at the normal "Pay As You Go" data price as set out in the Price Table against your remaining Airtime.

If you are a Post-paid customer the automatic renewal of your amaysim Data Plan will be added to your monthly bill. As a billing cycle runs over one calendar month and your respective amaysim Data Plan may be valid for 28 days, it could occasionally happen that you will find the charge for the amaysim Data Plan twice on your monthly bill.

All unused data expires with the Data Plan and will not be rolled over into following periods.



#### **4.4. Upgrades, downgrades and re-purchasing**

You may request an upgrade to an amaysim Data Plan with greater inclusions at any time. Upgrades are processed and charged immediately and any existing Data Plan and its inclusions will be cancelled in accordance with section 4.5 of this agreement. If you are on a Data Plan that includes Data Bank and you upgrade, you will forfeit your Data Bank.

You may request a downgrade to an amaysim Data 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 Data Plan that includes Data Bank and you downgrade, you will forfeit your Data Bank.

You may elect to renew your inclusions early by repurchasing the same amaysim Data Plan at any time. If you repurchase the same amaysim Data Plan before expiry, your current plan will be cancelled, and you will forfeit all existing plan inclusions in accordance with section 4.5 of this agreement.

#### **4.5. Cancellations**

You may contact us and tell us that you want to cancel your amaysim Data 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).

If you downgrade your amaysim Data Plan to any other Data Plan before you have used up the allowed data quantity, the remaining data quantity of your current Data Plan will not be rolled over into the new amaysim Data Plan.

### **5. Data Top-Ups**

#### **5.1. Additional Data for Existing Plans**

Data Top-Ups will be made available to customers using amaysim Unlimited Plans and amaysim Data Plans.

Data Top-Ups allow combined download and upload data transmissions for the validity period of your existing Unlimited Plan or Data Plan.

(each a "Data Top-Up".)

Data Top-Ups allow you to add more data to your existing amaysim Unlimited Plan or amaysim Data Plan. Data Top-Ups are used where you have or will exceed your current data allowance.

Data Top-Ups do not renew and expire when the data on your existing product plan expires at which time any remaining data will no longer be available. Top-Ups can be added as many times as you want during the Plan validity period. The 1GB data top-up feature is enabled by default for Post-paid customers. You may not elect to disable or turn off the 1GB Data Top-Up feature as a Post-paid customer. Pre-paid customers may add Data Top-Ups as required.

Data Top-Ups are not available to customers using the As You Go Plan.

You acknowledge and agree that usage notifications as defined in the Telecommunications Consumer Protection Code will not be provided for Data Top-Ups. amaysim will still provide a notification to you whenever a new Data Top-Up is automatically applied.