

Special Conditions and Service Description for amaysim Mobile Broadband

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1. About these Special Conditions and Service Description

- a) This document describes the amaysim Mobile Broadband Service.
- b) This Service Description forms part of the amaysim General Terms and its components. Even if you discontinue to use the amaysim Mobile Broadband 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.
- d) This document supersedes the "Special Conditions and Service Description 1GB Data Package". Existing 1GB Data Packs will become the 1GB Data Packs under this Mobile Broadband Service.

2. The amaysim Mobile Broadband Service

2.1. Conditions for the use of amaysim Mobile Broadband

amaysim Mobile Broadband means one of the Mobile Broadband Data Packs described in this Service Description. To use amaysim Mobile Broadband 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 Mobile Broadband may be used to upload and download data on your mobile handset or smartphone which has the capacity to work with 4G / 3G. You may have access to data on GPRS and EDGE but it will not be broadband.

2.2. How to use the Service

- 2.2.1. To use the amaysim Mobile Broadband 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 devicethat works on a 4G / 3G network.

2.2.2. By default, your amaysim Mobile Broadband 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 Mobile Broadband 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 Mobile Broadband Data Pack.

2.3. Coverage

2.3.1. The amaysim Mobile Broadband Service is only available in areas that are covered by our 4G and 3G areas utilising the following bands:

- 4G Band 1 (2100MHz)
- 4G Band 3 (1800MHz)
- 4G Band 7 (2600MHz)
- 4G Band 28 (700MHz)
- 4G Band 40 (2300MHz)
- 3G Band 8 (900MHz)
- 3G Band 1 (2100MHz)

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.

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

2.3.3. Even for those areas in which the amaysim Mobile Broadband 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

2.4.1. 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.

- 2.4.2. The data transmission speed on our network will depend on:
- The network used to connect to the amaysim Mobile Broadband 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. amaysim Mobile Broadband

3.1. amaysim Mobile Broadband Data Packs

- 3.1.1. amaysim Mobile Broadband will be offered in the following four different Data Pack sizes.
- 3.1.2. The 1GB Data Pack allows combined download and upload data transmissions of up to 1GB (1,024 MB) within 30 days.
- 3.1.3. The 2.5GB Data Pack allows combined download and upload data transmissions of up to 2.5GB (2,560 MB) within 30 days.
- 3.1.4. The 4GB Data Pack allows combined download and upload data transmissions of up to 4GB (4,096 MB) within 30 days.
- 3.1.5. The 10GB Data Pack allows combined download and upload data transmissions of up to 10GB (10,240 MB) within 365 days.

(each a "Data Pack".)

3.2. Calculation of data usage

- 3.2.1. Usage of amaysim Mobile Broadband will be calculated in 1MB increments per session, when delivered to 3G only customers. Sessions that make up part of 1 MB will be rounded up to the next full 1 MB increment. Usage of amaysim Mobile Broadband will be calculated in 1 kilobyte increments per session, when delivered to 4G customers. Sessions that make up part of 1 kilobyte will be rounded up to the next full 1 kilobyte increment.

3.2.2. 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

3.3.1. The included Mobile Broadband volume can be used within Australia. Data use whilst using International Roaming will not be deducted from the Data Pack and will be charged at the respective applicable roaming charges. International Roaming charges can be looked up in our Price Table.

3.3.2. amaysim Mobile Broadband will not be available in the Northern Territory.

3.3.3. The amaysim Mobile Broadband Service will not be available for proprietary Blackberry applications such as email services, data, MMS and internet. These services are not supported by amaysim and will not work on amaysim Mobile Broadband.

3.3.4. 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 Service Centre

4. Expiry, Auto Renewal and Upgrade

4.1. Expiry

4.1.1. Your amaysim Mobile Broadband 1GB, 2.5GB and 4GB Data Pack expires either:

- when your combined data download and upload transmissions have reached the allowed volume, or
- after 30 days,

whichever happens earlier.

4.1.2. Your amaysim Mobile Broadband 10GB Data Pack expires either:

- when your combined data download and upload transmissions have reached the allowed volume of 10 GB, or
- after 365 days,

whichever happens earlier.

- 4.1.3. 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 Pack by SMS and email.
- 4.1.4. Any unused data expires with the respective Data Pack and will not be rolled over into the next period even if you have activated automatic renewal.
- 4.1.5. If your Data Pack expires before the end of the included time period, you will be notified and your data usage will be automatically charged at the normal "pay as you go" data price as set out in the Price Table. However, you can also choose to purchase the same data pack again, or upgrade to a larger Data Pack as set out in clause 4.3. below.

4.2. Automatic Renewal

- 4.2.1. If you are using either the 1GB, 2.5GB or 4GB Data Pack, your Data Pack will be renewed automatically to the same Data Pack after 30 days as a standard setting. You may cancel automatic renewal, you can do so at any given point and your amaysim Mobile Broadband Package will not be renewed after 30 days. For technical reasons you must cancel automatic renewal no less than 48 hours before the end of the validity period of your amaysim Mobile Broadband package.
- 4.2.2. If you are a Pre-paid customer, the price for your amaysim Mobile Broadband Data Pack 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 Airtime Credit is not sufficient, automatic renewal fails, your amaysim Mobile Broadband Package 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.
- 4.2.3. If you are a Post-paid customer the automatic renewal of your amaysim Mobile Broadband Data Pack will be added to your monthly bill. As a billing cycle runs over one calendar month and your respective amaysim Mobile Broadband Data Pack is valid for 30 days, it could occasionally happen that you will find the charge for the amaysim Mobile Broadband Data Pack twice on your monthly bill.

4.3. Upgrades and Re Use

- 4.3.1. If you have used up the allowed data quantity of your 1GB, 2.5GB or 4GB Mobile Data Pack in less than 30 days you may purchase the same or any larger Data Pack immediately unless you choose to be charged at the "As You Go" price for data. You may also purchase the same 1GB, 2.5GB, and 4GB Data Pack once you have used 85% of the included data.
- 4.3.2. If you upgrade your amaysim Mobile Broadband Data Pack to any larger Data Pack before you have used up the allowed data quantity the remaining data quantity of your current Data Pack will be rolled over into the new amaysim Mobile Broadband.
- 4.3.3. If you are already using the 10GB Data Pack you can purchase another 10 GB Data Pack immediately upon having used up the full data allowance of 10GB. You may also purchase the same 10GB Data Pack once you have used 85% of the included data.

4.4. Downgrade

- 4.4.1. Should you wish to downgrade to a smaller size Data Pack you may do so after you have reached the time limit of your previous Data Pack.
- 4.4.2. If you are using the 10GB Data Pack you can downgrade to a smaller size Data Pack immediately upon having used up the full data allowance of 10GB.
- 4.4.3. All unused data expires with the Data Pack and will not be rolled over into following periods.