



POST PAID MOBILE BROADBAND SERVICE

This document, the Customer Terms and the 'Offer You Choose' document forms the full terms that applies to Your Service. We encourage You to read and understand all these documents before You commence using the Service.

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1. The Service Terms

- (a) These Service Terms set out the standard Me Sim terms and conditions that are specific to the Post-paid Mobile Broadband Service.
- (b) You should read all of the Customer Terms that applies to the Post-paid Mobile Broadband Service carefully so that you understand all of your rights and obligations before you use the Post-paid Mobile Broadband Service.
- (c) You may obtain a copy of any of the documents forming part of the Customer Terms, from the Me Sim website www.mesim.com.au or without charge on request.
- (d) The meanings of capitalised terms used in these Service Terms are listed in Clause 10 or in the General Terms.
- (e) Elements of the Post-paid Mobile Broadband Service may be subject to the requirements set out in the Telecommunications Consumer Protection Code C628:2012.

2. The Post-paid Mobile Broadband Service

2.1 What does the Post-paid Mobile Broadband Service give You?

- (a) Subject to the Customer Terms, the Post-paid Mobile Broadband Service will give you, within the Mobile Network Coverage Area of the Mobile Network:
 - (i) access to the Mobile Network.
 - (ii) the ability to use the Post-paid Mobile Broadband Service from your compatible device.
 - (iii) access to the Account Management Service.; and
 - (iv) the use of a Mobile Number
- (b) Your Post-paid Mobile Broadband Service is for your personal and business use only and is available only to individuals and businesses.
- (c) The Post-paid Mobile Broadband Service must only be used using a compatible device.
- (d) The Post-paid Mobile Broadband Service must not be used for re-supply, call centre usage, machine-to-machine communication, in a device that is not a compatible device, with cellular trunking units or any other activity not specified in the Customer Terms or determined not to be covered by the Customer Terms by Me Sim from time to time providing that Me Sim must act reasonably in making such a determination.
- (e) You may login to the My Account login via Me Sim website or directly via <https://managemyaccount.com.au/index.php?r=site/login&id=634>, the My Account login will provide you with access to account usage and balance information for your Account.

2.2 Eligibility

- (a) You are eligible to purchase a Post-paid Mobile Broadband Service if you complete an Application which is accepted by Me Sim and pass an identification and credit assessment.
- (b) Unless Me Sim agrees with you otherwise, in order to take up the Post-paid Mobile Broadband Service, you must agree to pay for it via an auto payment from a credit card or direct debit

2.3 Sim Card

- (a) You will receive a Sim Card as part of your Post-paid Mobile Broadband Service.
- (b) You must take all reasonable care to keep the Sim Card safe and in good condition and comply with any procedures specified by Me Sim to protect it against unauthorised use.
- (c) If you lose the Sim Card or if it is stolen, you must tell Me Sim immediately by contacting Me Sim on 1300 109 309. You are responsible for all charges up until the time you tell Me Sim that the Sim Card is lost or has been stolen.
- (d) You must not use your Sim Card or the Post-paid Mobile Broadband Service in connection with a Sim Box, whether to terminate, transit, refile, aggregate, facilitate domestic or international traffic over the Mobile Network or otherwise.

2.4 Minimum term

- (a) Your Post-paid Mobile Broadband Service has either a casual month by month or a term of 12 months depending on the offer you have selected.
- (b) At the end of the Minimum Term, you will remain on your chosen Post-paid Mobile Broadband Offer on a month-by-month basis. If Your Post-paid Mobile Broadband Offer is no longer available to new and recontracting customers, Me Sim may move you onto another Post-paid Mobile Broadband Offer that it reasonably considers to be comparable or ask you to select another Post-paid Mobile Broadband Offer. Me Sim will provide you with reasonable notice if this is to occur.
- (c) If you cancel your Post-paid Mobile Broadband Service at any time before the expiry of the Minimum Term, you will need to pay any outstanding charges incurred and an Early Termination Fee (ETF)
- (d) If your Post-paid Mobile Broadband Service is cancelled before the expiry of the Minimum Term, you must also repay to Me Sim any outstanding Device Repayments.
- (e) If you want to exercise your right in Clause 2.4(c) or to cancel your Post-paid Mobile Broadband Service after the expiry of the Minimum Term, you must provide us at least 30 days' notice, as we are unable to process any pro-rata refunds of any Monthly Charges you have already paid.

3 Using Your Post-paid Mobile Broadband Service

3.1 Data Allowance

- (a) Every month during the Minimum Term starting from the date when Me Sim activates Your Post-paid Mobile Broadband Service (Usage Period), you will receive Data Allowance, which is an allowance (MB/GB) for data usage while in Australia.
- (b) The Data Allowance depends on your chosen Post-paid Mobile Broadband Offer and its corresponding Minimum Monthly Charge, which are described in Schedule 1 to these Service Terms.
- (c) Any unused Data Allowance expires at the end of each Usage Period and does not roll-over.
- (d) Unless otherwise notified by Me Sim, your Data Allowance cannot be transferred between different Accounts and/or different Post-paid Mobile Broadband Offers.

3.2 Using Your Data Allowance

- (a) Each month during the Minimum Term, as you use features of the Post-paid Mobile Broadband Service, Me Sim will deduct Data Allowance (as applicable) from your Account to pay for the Charges which you incur.
- (b) You can use the Post-paid Mobile Broadband Service within the Mobile Network Coverage Area up to the amount of Data Allowance during the Usage Period. Once You have exceeded your Data Allowance, you will not be able to use the Post-paid Mobile Broadband Service until the start of your next Usage Period, except that you will be able to make calls to emergency services (000 and 112 numbers) if your device supports voice calls.
- (c) Me Sim may terminate your use of a feature of the Post-paid Mobile Broadband Service while you are using it if you reach the relevant Data Allowance for the relevant Usage Period. For example, if you run out of your included monthly Data Allowance Me Sim may terminate your data session without notice.
- (d) You must also have sufficient Data Allowance in your Account to cover the full charges of the particular feature of the Post-paid Mobile Broadband Service you are attempting to use. For example, if you do not have sufficient Data Allowance in your account to cover your requested data session Me Sim may not initiate the data session.

3.3 Add-on / Bolt on Packs

- (a) From time-to-time, Me Sim may make available Add-on Packs that you may elect to purchase to enable you to use Your Post-paid Mobile Broadband Service in excess of your Data Allowance. There are two types of Add-On Packs you may be able to purchase:
 - (i) One-Time: An Add-on Pack to be applied to the current Usage Period only. You will be billed for this pack in your next monthly bill.
 - (ii) Monthly: a recurring Add-On Pack to be applied to your Service each Usage Period. You will be billed for these packs each month, unless you contact Customer Care to cancel or change this. Any cancellation or changes to these types of packs will apply

after the current Usage Period (i.e. in the next billing month, so you can continue to use the additional data allowance until the end of the current Usage Period).

- (b) If available, you may purchase Add-on Pack(s) at any time during Your Usage Period. At time of purchase, you will be asked to specify what type of Add-on Pack you wish to purchase (i.e. One-Time or Monthly).
- (c) Me Sim offers a number of different ways to purchase Add-on Packs. You can purchase an Add-on Pack by calling Me Sim. The cost of the Add-on Pack will be added to Your next bill (for One-Time packs) or every monthly bill thereafter until cancelled or changed (for Monthly packs).
- (d) The currently available Add-on Packs, including Add-on Pack Fees, are described in Schedule 2 to these Service Terms.
- (e) The included value (e.g. GB) of any Add-on Pack can only be used during the Usage Period during which they were purchased. Any unused included data will not roll-over to the next Usage Period.
- (f) If you purchase an Add-on Pack, you will be charged the full amount for an Add-on Pack, even if you only use part of the additional data (as applicable) purchased as part of the Addon Pack.
- (g) You can only have one Add-on Pack for data usage at any one time. If You purchase additional Add-on Packs before you use up the applicable included value (GB) of your then current Add-on Pack, then any unused included data of that additional Add-on Pack will expire immediately.

3.4 Charges

- (a) The types of Charges that apply to your use of the Post-paid Mobile Broadband Service include charges for the data services Me Sim provides to you.

3.5 How are the Charges calculated?

- (a) The charges you incur for use of the Post-paid Mobile Broadband Service and any feature of the Post-paid Mobile Broadband Service are calculated in accordance with your Post-paid Mobile Broadband Offer and Clause 6 of the General Terms.
- (b) Charges for your Post-paid Mobile Broadband Service may depend on a number of factors, including:
 - (i) the Post-paid Mobile Broadband Offer You select,
 - (ii) Your usage of the Post-paid Mobile Broadband Service.
 - (iii) any included services and any free, promotional or discounted rates that Me Sim may offer from time to time; and
 - (iv) requests you make to Me Sim

3.6 Monitoring Charges You incur

You can access details of and monitor your usage using the My Account Login or by contacting us at Me Sim.

4 Paying for Your Post-paid Mobile Broadband Service

4.1 Charges payable by You

- (a) Each month during Your Minimum Term, you must pay:
 - (i) Your Minimum Monthly Charge.
 - (ii) Your Handset Repayment (as applicable);
 - (iii) any Charges; and
 - (iv) any Add-on Packs Fees.

4.2 Accessing the Post-paid Mobile Broadband Service

- (a) There may be factors which interfere with your ability to use all features of the Post-paid Mobile Service, including:
 - (i) Your compatible device malfunctioning.
 - (ii) Your compatible device being switched off or in-flight mode.
 - (iii) Your compatible device or Sim Card having insufficient memory.
 - (iv) You being in a location that is not in the Mobile Network Coverage Area as required to use that particular feature of the Post-paid Mobile Broadband Service; and (v) Your attempting to use, access, download or transmit a service, feature or Content that is not compatible with Your compatible device.

4.3 Your compatible device

- (a) You acknowledge and agree that Me Sim or a Me Sim Supplier may:
 - (i) disclose, or permit a Me Sims Supplier to disclose, information on blocked and unblocked IMEIs to other Australian mobile telecommunications providers.
 - (ii) check, or permit a Me Sims Supplier to check, whether the IMEI of any mobile device used by you to access the Post-paid Mobile Service is blocked.
 - (iii) updates to device firmware may be necessary for the device to continue receiving the Post-paid Mobile Broadband Service or for the device to receive new network features, and that neither Me Sim or any Me Sims Supplier will have any liability to you or anyone else for exercising its rights under this Clause 4.3(a).

4.4 Restrictions on use

- (a) If Me Sim or a Me Sims Supplier becomes aware of, or reasonably suspects, that you have breached your obligations under the Acceptable Use Policy, Me Sim or a Me Sims Supplier may:
 - (i) require you to cease the activities that are in breach of the Acceptable Use Policy within 24 hours.
 - (ii) suspend, limit or terminate your account or the provision of the Post-paid Mobile Broadband Service (or any feature of it); and/or
 - (iii) charge you on a pay-as-you-go basis, by notice to you.
- (b) Where Me Sim has a right to suspend your account or the provision of a Post-paid Mobile Service, then:
 - (i) any expiry date applicable to the Data Allowance will not be affected by such suspension; and
 - (ii) Me Sim may not process any porting request in relation to the suspended Account or Post-paid Mobile Broadband Service during the period of suspension.

4.5 Coverage

- (a) Me Sim is a Division of Macarthur Telecom Pty Ltd ABN 92 633 474 076 uses part of Telstra's 4G and 3G mobile network. The Post-paid Mobile Broadband Service will only work within the Mobile Network Coverage Area. Outside the Mobile Network Coverage Area, provided you are still connected to the Post-paid Mobile Broadband Service and within the network coverage areas of other telecommunications service providers in Australia, you will only be able to make emergency calls to 000 or 112 only if your device supports voice calls. You acknowledge that Me Sim or Me Sims Suppliers may change the Mobile Network Coverage Area from time to time.
- (b) You are responsible for checking whether the Mobile Network Coverage Area is within the areas where you will ordinarily use the Post-paid Mobile Broadband Service, prior to purchasing the Post-paid Mobile Broadband Service. You can access coverage maps on Me Sim website www.mesim.com.au
- (c) Within the Mobile Network Coverage Area, the Post-paid Mobile Broadband Service may be affected by natural or physical structures within the area You are in. The coverage maps are general in nature, and there may be areas within the Mobile Network Coverage Area where there is no, or reduced, coverage.
- (d) Some features of the Post-paid Mobile Broadband Service, such as Data services, may be dependent on you and the person with whom you are communicating, being able to receive a particular level of signal strength within the Mobile Network Coverage Area, which may not be available in all areas. Accordingly, you may not be able to use those features of the Post-paid Mobile Broadband Service, if you or the person you are communicating with, are not in the particular area of the Mobile Network Coverage Area, upon which the feature you are trying to use is dependant.

- (e) You will not be able to use the Post-paid Mobile Broadband Service outside Australia

5 Other Services

The following services are not available with Your Post-paid Mobile Broadband Service:

- (a) Premium Services.
- (b) International Roaming.
- (c) transferring your number to another person.
- (d) Incoming or outgoing Calls, SMS, or MMS; and
- (e) any activity prohibited under the Acceptable Use Policy, for example: MVOIP, SMSIP and sim boxing.

6 Additional Me Sim termination rights

In addition to the termination rights set out in Clause 12 of the General Terms, Me Sim may, without liability, terminate the Customer Terms that apply to You immediately by notice to You if:

- (a) You port Your Mobile Number to another telecommunications service provider.
- (b) You use Your Sim Card, or the Post-paid Mobile Broadband Service in connection with a Sim Box, whether to terminate, transit, refile, aggregate, facilitate domestic or international traffic over the Mobile Network or otherwise; or
- (c) You have not paid Your monthly bill [at least 28 Business Days from the date on which payment was due].

7 Mobile Numbers

- (a) If you do not already have a Mobile Number, Me Sim can issue you with a Mobile Number to use with the Post-paid Mobile Broadband Service. You may apply for a specific Mobile Number from a pool of mobile numbers available to Me Sim for no Charge.
- (b) Me Sim does not confer any ownership, legal interest or goodwill in any Mobile Number issued to You. Subject to Clause 7(c), You are entitled to continue to use any Mobile Number Me Sim issues to You.
- (c) Where the Telecommunications Numbering Plan allows or requires Me Sim to recover a Mobile Number from you, including where a Mobile Number has been quarantined by Me Sim or a Me Sims Supplier after your account has been placed in a Deactivated State or as otherwise permitted or required under the Telecommunications Numbering Plan. You are not entitled to recover any Mobile Number that has been quarantined for the duration of the quarantine period, as determined by Me Sim or a Me Sims Supplier for a period of up to 12 months.

- (d) If You would like to change your Mobile Number you must pay the applicable charge each time you request a new Mobile Number. If you have received communications of a harassing nature, and you have informed the relevant law enforcement agency of such communications, Me Sim will issue you with a replacement Mobile Number for no charge. However, you may need to provide evidence to Me Sim.
- (e) If Me Sim recovers Your Mobile Number from you in accordance with Clause 7(c), Me Sim will issue you with a replacement Mobile Number for no Charge but otherwise has no liability to you.

8 Mobile Number Portability (MNP)

- (a) MNP allows you to keep your existing Mobile Number when you wish to stop using the mobile service provided by your current telecommunications service provider and take up a new mobile service with a new telecommunications service provider. This process is known as porting and is regulated under various legislation including the MNP Code.
- (b) You will be able to port Your Mobile Number from your current telecommunications service provider to Me Sim if that Mobile Number is able to be ported under the Telecommunications Numbering Plan.
- (c) Me Sim will not charge you to port your Mobile Number from your current telecommunications service provider to Me Sim s.
- (d) If You wish to port your existing Mobile Number from your current telecommunications service provider to Me Sim, then you must complete the MNP Customer Authorisation Process.
- (e) The MNP Customer Authorisation Process can be completed through the Me Sim website or through Me Sim. You will be required to provide your existing Mobile Number, your existing account or reference number from your current telecommunications service provider or your date of birth. You will need to provide an acknowledgement that you are authorised to request the porting of your Mobile Number and that you authorise for the port to take place. You will also be required to provide an acknowledgement that Me Sim has notified you about those matters referred to in Clause 8(g).
- (f) You should notify Me Sim as soon as possible, if you wish to withdraw your authority to port your Mobile Number.
- (g) You should be aware that:
 - (i) You may or may not be in an existing contract with your current telecommunications service provider.
 - (ii) although you have the right to port your Mobile Number, there may be costs and obligations, including early termination payments, outstanding call and service usage costs and other contractual obligations associated with your current telecommunications service provider and porting your Mobile Number.
 - (iii) any pre-paid credits in your account with your current telecommunications service provider may be forfeited; and

- (iv) The service, including related services such as value added services, associated with the Mobile Number whilst connected to your current telecommunications service provider may or may not be disconnected from your current telecommunications service provider and may result in finalisation of your account for that service.
- (h) Whilst Me Sim cannot guarantee when or how long it will take to affect a port, Me Sim will use reasonable endeavours to ensure the port takes effect as soon as possible, within the Standard Hours of Operation.
- (i) To the maximum extent permitted by law, Me Sim is not responsible or liable for:
 - (i) any period of outage of Your Mobile Number or mobile service or Post-paid Mobile Broadband Service or any related or ancillary services.
 - (ii) for or in relation to the porting process.
- (j) except as provided by Clause 14 of the General Terms
- (k) If you would like to continue using your existing device when you port your Mobile Number to Me Sim, you should confirm with Me Sim that your existing mobile device meets any specifications published on the Me Sim website and if necessary, arrange to have your existing mobile device unlocked or re-programmed from your current telecommunications service provider.
- (l) You may also port your Mobile Number from Me Sim to another telecommunications service provider, if that Mobile Number is able to be ported under the Telecommunications Numbering Plan.
- (m) If you port your Mobile Number from Me Sim to another telecommunications service provider, you must pay any administrative costs in addition to any ETFs payable by you.
- (n) In accordance with Clause 16 of the General Terms, Me Sim may disclose your Personal Information to other telecommunications service providers in order to affect a port. All information will be disclosed in accordance with the Privacy Policy available on the Me Sim website.
- (o) If your service is disconnected or terminated, and you do not port your Mobile Number in accordance with this Clause 8, Me Sim may issue your Mobile Number to another customer in accordance with the Telecommunications Numbering Plan.

9 Device Blocking

- (a) You can ask Me Sim to:
 - (i) block the use of your device if it is lost or stolen; or
 - (ii) unblock the use of your device.
- (b) If your device is blocked, it cannot be used to access Post-paid Mobile Broadband Services.
- (c) Me Sim can block the use of your compatible device if Me Sim reasonably considers that your compatible device has been lost or stolen. Me Sim will use reasonable endeavours to contact you before your compatible device is blocked.
- (d) Me Sim may block or continue to block the use of your compatible device without your consent if the compatible device has been lost or stolen, even if you prove to Me Sim that you have acquired the compatible device in good faith without knowing that it has (or may have) been lost or stolen.
- (e) If Me Sim blocks your device, Me Sim or a Me Sims Supplier may include the International Mobile Equipment Identity (IMEI) number of your device on a list of blocked IMEI numbers that is available to other Carriers and Carriage Service Providers who may also block your device on their network.

10 The meaning of terms used in these Service Terms

The meaning of certain words and abbreviations used in these Service Terms are set out below.

Other words and abbreviations used in these Service Terms are defined in Clause 18 of the General Terms.

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in the Service Terms have a corresponding meaning.

Where the word “including” is used in these Service Terms, it should be read as “including but not limited to”.

Account Management Service means the service provided by Me Sim or a Macarthur Telecoms Supplier from time to time to enable you to access your account balance information.

Add-on Pack has the meaning given to it in Clause 3.3.

Deactivated State means that an Account has been deactivated, the mobile number associated with it has been quarantined and the end user may no longer access the resupplied Post-paid Mobile Broadband Service using it.

Digital Mobile Service means a mobile telephone service or a public mobile telecommunication service supplied by a network using digital modulation techniques.

Early Termination Fee or ETF has the meaning given to it in Clause 2.4(c).

IMEI means the unique International Mobile Equipment Identification number for a mobile device.

Handset Unlocking Code means the unique sequence of numbers and/or letters to be entered into a mobile device to enable another telecommunications service provider's Sim Card to be used in the mobile device.

Included Data has the meaning given to it is defined in Clause 3.1(a)(b)

Included Value has the meaning given to it in Clause 3.1(a)(b)

M2M Use means machine-to-machine use where a device initiates a communication without human interaction and other uses described in the Service Terms or Plan as 'M2M Use'. (For example, a vending machine sending wireless packet data to another machine, or a burglar alarm sending an SMS). It does not include data communication from a mobile device that is ancillary to personal use of the device (such as checking emails).

Minimum Monthly Charge means the minimum charge payable by you for your chosen Post-paid Mobile Broadband Offer during the Usage Period and as described in Schedule 1 to these Service Terms.

MMS means Multimedia Messaging Service that includes multimedia objects such as images, audio, video and rich SMS.

MNP Customer Authorisation Process means the process you need to undertake to port your existing Mobile Number from your current telecommunications service provider to Macarthur Telecom, including signing an authorisation form.

MNP Code means the Communications Alliance Industry Code ACIF C570:2009 – Mobile Number Portability.

Minimum Term has the meaning given to it in Clause 2.4(a).

Mobile Number Portability or **MNP** means the ability to port a mobile telephone number as described in **Clause 8**.

Post-paid Mobile Broadband Offer means the specific offer that you select to use the Post-paid Mobile Broadband Service provided by Me Sim. Details of currently available offers are listed in Schedule 1.

MVOIP means voice calls over the IP protocol (VoIP) using a mobile device.

Offer means the specific offer that you select to use the service provided by Me Sim.

Sim Box means a voice over internet protocol or fixed-to-mobile gateway device or box containing

multiple Sim Cards that enables voice calls to be terminate to fixed and mobile numbers over the Mobile Network.

Sim Card means a subscriber identity module supplied by Me Sim to you, which is to be used with a compatible device to enable you to access and use the Post-paid Mobile Broadband Service and the Mobile Network.

SMSIP means SMS sent or received over an IP network.

Standard Hours of Operation has the meaning given to that term under the Mobile Number Portability Industry Code ACIF C570:2009 as amended from time to time. As at 18 February 2018, the Standard Hours of Operation are:

- 9am to 7pm Monday to Friday Australian Eastern Standard Time / Australian Eastern Daylight-Saving Time; and
- 10am to 4pm Australian Eastern Standard Time / Australian Eastern Daylight-Saving Time on Saturdays and Sundays; and
- closed on national public holidays.



SCHEDULE 1:

CURRENT AVAILABLE POST-PAID MOBILE BROADBAND OFFERS

Monthly Data Allowance for use in Australia	Me MBB 15GB	Me MBB 30GB	Me MBB 100GB
Minimum Monthly Charge	\$25	\$35	\$69

Data allowance – all data usage is rounded up to the nearest 1KB

SCHEDULE 2:

Add-On Packs available for purchase with Mobile Broadband Plans

The following Data Add-On Packs are available for purchase with a Mobile Broadband Plan and for use during the usage period in which it is purchased: -

One-Time	\$10 / 1GB
On auto per block	\$10 / 1GB

Add-on Data Allowance is only for use until the end of the applicable usage period. Unused included data will be forfeited at the end of the usage period and will not roll over.