



Acceptable Use Policy

ALDI mobile has been established to help give Australians access to affordable mobile plans. To help ensure that a very small minority of users do not misuse the service we have updated our acceptable use policy. These few users could have a detrimental effect on the network and prevent other ALDI mobile customers from being able to enjoy our great offers.

If we consider that you are in breach of this Acceptable Use Policy, we will contact you to discuss your usage and may take the steps outlined in Section 6 of this Policy including terminating your access to our services if your usage remains outside the Terms and Conditions.

1. ABOUT THE POLICY

This is the Acceptable Use Policy of the MEDION mobile prepaid service of MEDION Australia Pty Limited for ALDI mobile and forms part of the Terms and Conditions on which we provide Services.

MEDION reserves the right to change this Acceptable Use Policy at any time. If we change the Policy we will give you 21 days' notice by sending you an email or SMS and posting an updated version of the Policy on our website. The amended Policy will apply between us from the date we give you notice of the change

We encourage you to review this Policy periodically and whenever notice of change is given.

1.1. As part of our aim to provide a quality service at a reasonable price to all our users, the Acceptable Use Policy has been implemented to ensure that each subscriber's use of the Service:

- a) complies with all Laws;
- b) does not unreasonably interfere with use of the Service by other subscribers; and
- c) does not unreasonably impact on our ability to provide the Service.

1.2. In this document, the following words have these meanings:

you means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;

Policy means this document, as may be amended by us from time to time on 21 days notice;

Service means any service provided by us, together with associated services and software such as email facilities, web space and customer support.

2. WHEN THIS POLICY COMES INTO EFFECT

2.1. This Policy applies immediately if you are a new subscriber to the Service.

2.2. If you are recharging your Service, this Policy will apply immediately upon recharge.

2.3. For current users, this Policy applies 21 days after notice of this Policy is given to you by sending you an email or SMS and posting the Policy on our website. If we make any changes to this Policy, these changes come into effect 21 days after we give you notice of the changes by sending you an email or SMS and posting an updated version of the Policy on our website.

3. SECURITY AND PASSWORDS

3.1. You must keep confidential the password you use to subscribe to the Service. You remain responsible for any use of the Service made using your password.

3.2. You must not attempt to obtain unauthorised access to any computer system, including unauthorised access to our system (for example, by attempting to use the account of another user).

3.3. You must not participate in any attempt to cause any computer system (including our system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.

4. FRAUDULENT AND INFRINGING USE

4.1. You must not use the Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes, without limitation:

- a) fraudulent, deceptive or illegal activity;
- b) infringement of copyright, trademarks or other intellectual property rights;
- c) infringement of laws relating to censorship and classification of material;
- d) using the Service to create, forward or distribute defamatory statements.
- e) using software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
- f) running a telemarketing business or call centre;
- g) downloading software or other material for sale, distribution or other non-personal use;
- h) attempting to make more than one simultaneous connection to the Service.

4.2. Among other things, "fraudulent" use includes resupplying or reselling the Service without MEDION's consent so that a third party may access or use the Service or take advantage of calls for which no charge is made.

5. ACCEPTABLE USE OF THE SERVICE

5.1. The Service is provided for personal use; it is not designed to replace your home Internet connection and is not suitable for business use, excessive usage or continuous connections.

5.2. We will monitor your usage on a rolling 30 day basis. The following is deemed to be unacceptable use where your service is used to do any of the following over a 30 day period:

- i) make more than 2,500 minutes of voice calls;
- ii) send more than 2,000 SMS;
- iii) send more than 500 MMS;
- iiii) download or upload more than 400MB of data on your 2GB data bolt-on on a single day on three or more occasions.

We will attempt to contact you and give you warning notifications to let you know when you are close to breaching these limits.

5.3. We will monitor your usage on a daily basis. The following is deemed to be unacceptable use and a severe breach of this Policy where your service is used to do any of the following per day:

- i. make more than 480 minutes of voice calls;
- ii. send more than 500 SMS;
- iii. send more than 100 MMS;
- iiii. download or upload more than 1000MB of data

5.4. We may also monitor your usage in other ways and may deem the following usage to be unacceptable where your service is used to do any of the following over three consecutive days:

- i. make more than 300 minutes of voice calls per day;
- ii. send more than 300 SMS per day;
- iii. download or upload more than 400MB of data per day

5.5. We consider the use of a service to be unacceptable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

5.6. We consider your use of the Service to be unacceptable use if your use of MEDIONmobile is considered fraudulent by MEDION or to adversely affect the Service or another customer's use of, or access to, the Service.

5.7. In addition, if we consider your use of free calls to be unacceptable use or that your use does not comply with the Terms and Conditions, then we may suspend your access to that or any other promotion or offer immediately, without notice to you.

6. WHAT HAPPENS IF YOU BREACH THIS POLICY?

6.1. If we believe on reasonable grounds that you have breached this Policy, we may (but are not obliged to) take one or more of the following steps:

- a) warn you that your usage of the service is in breach of this Policy;
- b) remove your access to certain products, plans and bolt-ons;
- c) suspend your access to the Service indefinitely or for a specific period;
- d) terminate your access to the Service and refuse to provide the Service to you or your associates in the future.

6.2. If we consider that you are in breach of Section 4 of this Policy (Fraudulent and Infringing Use), we will immediately suspend your access to the Service after attempting to contact you. We may, in addition to other steps set out above, inform appropriate government and regulatory authorities of suspected illegal or infringing conduct.

6.3. If your service is suspended due to a breach of this Policy you will not be able to make or receive calls and you will only be able to dial 000 or 191 to contact emergency services. You will be able to port (transfer) your number to a different provider.

6.4. If your service is suspended in line with 6.1 or 6.2; by breaching this policy you will forfeit any remaining credit at the time when your service is suspended and no refund of credits will be supplied.