

Acceptable Use Policy

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

MEDION reserves the right to change this Acceptable Use Policy at any time and notify you by posting an updated version of the Policy on our website. The amended Policy will come into effect in accordance with Section 2 of the Policy.

Note about unlimited usage: MEDIONmobile prepaid services are offered and supplied for personal use only – see clause 6 of our [Customer Terms](#). Where we offer a service (or a part of a service) as unlimited, nothing in this Policy limits the amount of your personal use of that service. However, we have identified a number of non-personal, commercial and even fraudulent practices that are often associated with extreme levels of voice calls and SMS. To protect ourselves and offer our customers the best value, we may take steps to validate that an extreme voice call/SMS level is not the result of such practices.

We encourage you to review this Policy periodically because it may change from time to time.

1. ABOUT THE POLICY

- 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) meets legal requirements;
 - b) does not unreasonably interfere with 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 with notification to you by posting an updated version on our website;
 - 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 IS EFFECTIVE

- 2.1. This Policy applies to every service that is activated or recharged (within the meaning of the customer terms) on or after 24 August 2020.

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. ILLEGAL 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.

5. INAPPROPRIATE USE OF RESOURCES

- 5.1. The Service is provided for the benefit of residential users and is not for commercial use or for use as a permanent connection. You must not:
- a) use software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
 - b) download software or other material for sale, distribution or other non-personal use;
 - c) attempt to make more than one simultaneous connection to the Service;
 - d) stay connected to the Service continuously for an unreasonable amount of time;
 - e) run a telemarketing business or call centre;
 - f) re-supply or resell the service;
 - g) use the service for machine to machine or IoT (Internet of Things) use;
 - h) use the service in fixed or portable alarm systems (including medical alarms and fall detectors for example), GPS/tracking devices;
 - i) generate mobile calls and SMS messages for the purpose of deriving terminating access payments;
 - j) generate voice and SMS traffic using SIM boxing or any automated generation arrangement
 - k) generate voice calls and SMS traffic for purposes other than providing a communications service.
- 5.2. We consider your use of MEDIONmobile to be Unreasonable Use if your use of MEDIONmobile is considered fraudulent by MEDIONmobile or to adversely affect the MEDIONmobile Service or another customer's use of, or access to, a MEDIONmobile Service.
- 5.3 Among other things, "fraudulent" use includes resupplying a MEDIONmobile Service without MEDIONmobile' consent so that a third party may access or use MEDIONmobile Service.

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) suspend your access to the Service indefinitely or for a specific period
 - b) place time or download limitations on your use of the Service;
 - c) terminate your access to the Service and refuse to provide the Service to you or your associates in the future.
- 6.2 If your service is suspended in line with 6.1 you will forfeit any remaining credit at the time when your service is suspended. Once a service is suspended or terminated, MEDIONmobile can review the case (upon request) and may offer to provide a refund or re-enable the service depending on the circumstances of the case.
- 6.3. If we consider that you are in breach of Section 5 of this Policy (Inappropriate Use of Resources), we may, in addition to other steps set out above, place you in a separate pool of users with similar usage patterns in order to free up resources for other users; inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and, where permissible at law, delete or edit any of your data (including webpage content) stored on our computer systems.
- 6.4. 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.

7. EXTREME LEVELS OF VOICE CALLS/SMS

- 7.1 A high level of voice calling/sending SMS is not, of itself, a breach of this Policy. Where we offer you an unlimited personal use calls/SMS, that's what you're entitled to.
- 7.2 But where we detect very unusual call/SMS levels, we may take steps to minimise the risk on non-permitted and even fraudulent use.

7.3 We will not necessarily pre-publish full details of any such measures because doing so may render them ineffective, but they may involve requesting you to contact our support team to confirm that extreme call/SMS volume relates to personal use. Please respond promptly to any such request, so we can ensure there's no temporary impact on your service.