Customer Terms

1. ABOUT OUR CUSTOMER TERMS

These are the terms and conditions of MEDION Australia Pty Ltd ABN 58 106 611 330 ('we', 'us', etc) for all mobile communications goods and services that we supply branded ALDImobile. They are a standard form of agreement for the purposes of section 479(2)(b) of the *Telecommunications Act 1997*. They can be referenced as our 'Customer Terms'.

2. START DATE

This edition of our Customer Terms applies to PAYG Base Plan, Mobile Plan, Data Top Up, Data Plan, 1 Year Super Packs and Family Plans that are purchased on or after 16th February 2021, except that clause 16 below applies to all Services that are currently active (including any previous recharges of those Services). Otherwise, Services purchased before that date are subject to our published terms and conditions as at the date of purchase.

3. INTRODUCTION TO OUR SERVICE

We are responsible for the provision of the service to you and supply the service using a network operated by our carrier, Telstra Corporation Limited. We are not affiliated with or related to the carrier.

3.1 Our Service

Our **Service** includes:

(a) 'Pay As You Go' or 'PAYG' or 'PAYG Base Plan' services – where you prepay an amount and some of it is consumed in accordance with our Rate Tables (see clause 3.6 below) each time you make a call, send an SMS or MMS or send or receive data. You must have an active PAYG Base Plan to be eligible to purchase Mobile Plan , Data Top-Up, 1 Year Super Pack, Data Plan or a Family Plan. If you don't have Credit in your PAYG Base Plan, you will not be able to use features that are not included as part of the Plan/Pack.

The Owner and each User in a Family Plan have separate PAYG base plans for individual use which are not shared.

(b) 'Mobile Plans' – where you prepay an amount that entitles you to:

(i) unlimited standard call minutes;

(ii) unlimited standard SMS and MMS;

(iii) a data send/receive allowance;

(iv) in some cases – an allowance of international SMS and call minutes from Australia to selected countries (included international SMS and call minutes);

(v) in some cases – unlimited international SMS and calls from Australia to selected countries (unlimited international SMS and calls);

(vi) the right to purchase Data Top Up for an extra charge; and

(vii) any other entitlements we offer.

These packs always have the words 'Mobile Plan' in their product name.

(c) 'Super Packs' – where you prepay an amount that entitles you to:

(i) unlimited standard call minutes;

(ii) unlimited standard SMS and MMS;

(iii) a data send/receive allowance;

(iv) the right to purchase Data Top Up for an extra charge; and

(v) any other entitlements we offer.

These packs always have the words 'Super Pack' in their product name.

(d) 'Data Top Up' – where you prepay an amount that adds extra data to the data allowance of a Mobile Plan, Family Plan or a Super Pack. You must have a current Mobile Plan, Family Plan or a Super Pack in place to be eligible to purchase a Data Top Up. Some Data Top Ups may only be compatible with specific Plan/Packs and there may be a limit on:

(i) The number of Data Top Ups you can purchase and/or;

(ii) The maximum additional data you can have at any one time.

(e) 'Data Plan' – where you prepay an amount that entitles you to a send/receive data up to the pack allowance. You must have an active PAYG Base Plan to be eligible to purchase a Data Plan. These packs always have the words 'Data Plan' in their product name.

(f) 'Family Plan'

where you prepay an amount that entitles you (Owner) and 1, 3 or 5 users (depending on which Family Plan you choose)

(i) unlimited standard calls.

(ii) unlimited standard SMS and MMS.

(iii) a **shared** send/receive data allowance with an ability for the Owner to set limits for each User;

(iv) unlimited international SMS and unlimited international calls from Australia to selected countries for the Owner and each User;

(v) a **shared** allowance of international SMS and call minutes from Australia to selected countries (included international SMS and call minutes) the right for the Owner to purchase a Data Top Up for an extra charge; and

(vi) any other entitlements we offer.

These Plans always have the words 'Family Plan' in their product name.

If you are a Family Plan Owner and you recharge with a Plan other than a Family Plan or remove yourself from the Family Plan, you will terminate the entire Family Plan and all services will be separated. All credits on the Family Plan will be lost and will not be refunded. Individual PAYG balances will be maintained.

If you are a Family Plan Owner and want to move to a different Family Plan, you must first disband the current Family Plan by removing all Users and then yourself, recharge with the new Family Plan and then move the User services into the new plan. All unused and accumulated rollover data will be forfeited in this situation even if you move to a higher value Family Plan.

If you have an existing service and you accept an invitation to join a Family Plan, any Mobile Plan, Data Plan or 1 Year Super Pack that you have on your service will be terminated and you will lose all credits which will not be refunded. Your PAYG Base Plan balance will carry forward into the Family Plan in the Owner's name for use on your individual service.

(g) Mobile Plans, Data Plans, 1 Year Super Packs and Family Plans are alternatives to each other, so you can only have one on your service at any one time. This means that if you purchase another plan before the expiry of the one active on your service, you will terminate the original, all credit will be lost and will not be refunded. Rollover of unused data may apply – see 15 below.

(h) Purchasing a Data Top will not terminate any Mobile Plan, Super Pack or Family Plan.

3.2 Plan expiry

(a) All our products expire after a certain period of time – the **Plan Expiry Period**.

(b) After the Plan Expiry Period for a PAYG Base Plan ends, any Credit are cancelled and there is no refund of those Credits.

(c) After the Plan Expiry Period for a Mobile Plan, Data Pack, 1 Year Super Pack, Family Plan or Data Top Up ends, any Credits are cancelled – unless rollover applies under clause 15 – and there is no refund of those Credits.

3.3 Prepaid Service only

(a) Our Service is provided on a prepaid basis.

(b) Any reference to a 'charge', 'cost' or similar for using the Service means a deduction of that amount from your Credits. It does not mean that you will later receive a bill that you must pay.

3.4 Plans

We may offer PAYG Base Plan, Mobile Plans, Data Top Up, Data Plans, 1 Year Super Packs and Family Plans in the form of different **Plans** which may each have their own price, description, entitlements, features, limitations, Credit Expiry Period, and special conditions (**Plan Terms**).

We may discontinue plans and make them unavailable for future recharge, impose eligibility criteria on future recharge or otherwise restrict or limit their availability.

3.5 Vouchers and activations

(a) For some of our Plans, we may sell vouchers that allow you to use the Plan after you activate the voucher on our web site,

(b) A voucher or its packaging may state a date by which or a period within which it can be activated. If it is not activated by this date or within this period, the voucher lapses and its credit is lost. No refunds will be issued for lapsed vouchers that have not been activated.

3.6 Rate Tables

(a) For some of our Plans, there is no separate rate for making a call, sending an SMS, etc (e.g. where the Plan includes an allowance of minutes for a certain call type, or unlimited SMS's.)

(b) Where a separate cost does apply for using the Service (e.g. making a call under a PAYG service), the applicable rates and charges are set out in the **Rate Tables** in the Rates section of our website. Please check the Rate Tables carefully to see what fees and charges apply to your use of the Service.

3.7 Policies

We publish Policies (e.g. an Acceptable Use Policy) that apply to the Service.

4. YOUR CONTRACT

(a) **Your Contract** consists of:

(i) Plan Terms;

(ii) Rate Tables;

(iii) these Customer Terms;

(iv) your application for the Service;

(v) Policies.

In case of any inconsistency, a document listed earlier above prevails over a document listed lower.

(b) You may obtain a copy of the current version of the above documents from us or at www.ALDImobile.com.au.

5. CONSUMER GUARANTEES

(a) Under the Australian Consumer Law (**ACL**), consumers (as defined in the ACL) have the benefit of certain Consumer Guarantees:

(i) that cannot be excluded or modified; and

(ii) where the consumer's rights in case of breach cannot be limited by your Contract or can only be limited to a certain extent.

(b) Your Contract never operates to exclude or modify the Consumer Guarantees (where they apply) or to limit your remedies for breach of them (in a way that is not permitted by law).

6. LIMITATIONS ON SERVICE

6.1 Personal use only

(a) You may use the Service for personal use only.

(b) You must not use the Service:

(i) for non-personal use;

(ii) for business or commercial use;

(iii) For machine-to-machine use including but not limited to: medical alarms/fall detectors, GPS/tracking devices, alarm systems, iOT;

(iv) to provide a wholesale service (including to transit, refile or aggregate domestic or international traffic) on the network through which we provide Service;

(v) (including any SIM card) in connection with a device that switches or reroutes calls to or from the network through which we provide the Service or the network of any supplier;

(vi) to generate mobile voice calls and SMS messages for the purpose of deriving terminating access payments;

(vii) to generate voice and SMS traffic using SIM boxing or any automated traffic generation arrangement without our prior written consent, which we may withhold in our absolute discretion.

(c) We may take steps to minimise the risk of fraudulent and other non-permitted use. Such use is commonly associated with extreme levels of voice calls and SMS. 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 an extreme call volume relates to personal use. Please respond promptly to any such request, so we can ensure there's no temporary impact on your service.

6.2 International Roaming

International Roaming is available in selected countries.

(a) Before you can use your phone overseas you must log into My ALDImobile at www.ALDImobile.com.au and enable your service for International Roaming. A Family Plan Owner will need to activate International Roaming for each User requiring this feature.

(b) PAYG credit in your PAYG Base Plan is required to use international roaming. The charges to send SMS, make and receive standard calls, as well as using data when roaming are higher and will vary for each applicable country. A Family Plan Owner and each User will need credit in their individual PAYG base plans to use International Roaming.

See www.aldimobile.com.au/roaming for more information

6.3 Device capabilities

As a minimum, your device must be compatible with 3G 850Mhz to use ALDImobile. All calls will be made and received on this frequency as Voice over 4G or LTE (VoLTE) is not possible.

To take advantage of 4G for data/MMS/SMS, ensure it's compatible with 700, 900*, 1800, 2100*, 2600* MHz *supported in limited locations only.

Your use of the Service will partly depend on the quality, condition and capabilities of the handset or tablet you supply. For instance:

(a) a handset that is only 3G-capable cannot access 4G features of the Service; and

(b) a tablet may not be capable of making or receiving voice calls or sending or receiving SMS.

6.4 Coverage

(a) The Service is not available in all areas of Australia. You may obtain actual coverage maps showing where the Service is available in Australia from us or at www.ALDImobile.com.au. You are responsible for inquiring whether coverage is available in the area in which you would normally use the Service.

(b) In areas that the Service is available, it is technically impracticable for us to guarantee that:

(i) the Service is available in each place within an area where there is coverage;

(ii) 'drop-outs' will not occur during a call; and

(iii) there will be no congestion.

(c) Due to technical reasons, we are not able to guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

6.5 Policies

You must comply with all Policies applicable to the Service.

7. REQUIREMENTS FOR USING THE SERVICE

7.1 To use the Service you must:

(a) be 16 years of age;

(b) have a compatible phone handset or tablet, which you must supply and maintain at your own cost;

(c) buy an ALDImobile SIM card (if you don't already have one);

(d) if your SIM card is not already activated, activate it either at www.ALDImobile.com.au or by calling 1300 989 000 (normal charges apply) or 2534 (free call from an ALDImobile). When activating a SIM card, you'll need to:

(i) provide us with your details and other information; and

(ii) complete an identity verification as required by Australian law;

(e) select and pay for a PAYG Base Plan (if you don't have a current one with available credit) and if you choose;

(f) select and pay for any Mobile Plan, 1 Year Super Pack, Family Plan or Data Plan that you want to have access to.

If you are already a user of the Service and you renew your PAYG Base Plan or add a Mobile Plan, 1 Year Super Pack, Family Plan or a Data Plan, we call that a **Recharge**.

7.2 You may only have ten activated ALDImobile SIM cards in your name at one time, including a Family Plan.

7.3 You must activate your SIM card before any expiry date shown on the SIM pack (if any). If you do not, the SIM card may be cancelled and unable to be activated.

8. OWNERSHIP AND CARE OF THE SIM CARD

Ownership of the SIM card

(a) We own the SIM card and it remains our property at all times.

(b) We may request that you return the SIM card if we issue you with a replacement SIM card or if we no longer supply the Service to you. We may charge you a replacement fee if you do not return the SIM card upon our request.

(c) You must not interfere with or impair the operation of the SIM card.

(d) You must keep the SIM card secure and only use it to access the Service.

9. CHARGES FOR THE SERVICE

9.1 You pay for the Service by buying and prepaying for a PAYG Base Plan and any: Mobile Plan, Data Plan, Super Pack, Family Plan or optional Data Top Up (where offered) that you choose.

These prepayments cover all charges for using the PAYG Base Plan and any Plan or Data Top Up added to this, up to the limit (if any) of your prepaid entitlements until the applicable Credit Expiry Period ends. When your prepaid entitlements for a PAYG Base Plan, Plan or Data Top Up have been used up or expired, you must Recharge to continue using that part of the Service.

9.2 Your prepaid credit for a PAYG Base Plan is reduced:

(a) each time you make a call, send an SMS or MMS, send or receive data, etc that is not covered by a current Plan – in accordance with our Rate Tables; and

(b) if you have sufficient PAYG credit in your PAYG Base Plan to do so, and you choose to apply some of it towards buying a Plan or Data Top Up by the amount you apply.

9.3 For a Mobile Plan and Family Plan:

(a) your prepaid entitlement for any limited allowance of international call minutes and SMS from Australia (only applicable to some Mobile Plan s) is reduced by the duration of each outbound call you make (rounded up to the nearest minute) and SMS you send to selected countries that have **included** international call minutes and SMS;

(b) there is **no** reduction to your prepaid entitlement when you send international SMS or make standard international calls to selected countries that have unlimited international SMS and calls.

(c) your prepaid entitlement to send/receive data is reduced by the amount of data you send/receive, with each data transmission being rounded up to the nearest kilobyte.

(d) specific to a Family Plan, all services consume data from the same shared data inclusion subject to any limit imposed on an individual User by the Owner. When a limit is reached, the User will consume data from their PAYG Base Plan Credits at applicable rates unless the Owner raises the limit. A data limit does not entitle a User to send/receive data if the shared data balance has been depleted. Once the shared data balance has been exhausted, all services will consume data from their PAYG Base Plan Credits at applicable rates

9.4 For a Data Plan or Super Pack, your prepaid entitlement to send/receive data is reduced by the amount of data you send/receive, with each data transmission being rounded up to the nearest kilobyte.

9.5 All usage of the Service via your SIM card and those of Family Plan Users is to your account, whether or not you authorised it.

9.6 Our wholesale service provider does not promise refunds or credits where the Service is disrupted or unavailable for any period. Because of that, and to allow us to offer the low prices that we do, we do not promise refunds or credits in those circumstances unless the ACL entitles you to a refund or credit.

10. TRANSFERRING AND FORFEITING CREDITS

10.1 Subject to clause 10.4 below, unused prepayments (**Credits**) cannot be converted into or redeemed as cash, refunded or credited.

10.2 Except where we expressly give you the option to apply all or part of your Credits to other mobile services or accounts you have with us, you may not do so.

10.3 We will transfer any existing Credits:

(a) if your SIM card is lost, stolen or damaged and you purchase a new SIM card for use with the Service – as long as you purchase the replacement SIM card and request Credit transfer within 10 days; or

(b) where your phone number is changed in accordance with clauses 17.3 and 17.4 below.

10.4 We will transfer any and all PAYG credit when an existing individual service transitions to or from a Family Plan as either an Owner or User.

10.5 If we cancel the service for convenience, we will:

(a) refund any Credits, not including any special offer Credits that may have been applied; or

(b) with your consent, apply those Credits for use on another service you have with us.

10.6 If the service is cancelled for any other reason than for convenience (including under clause 23 below), any Credits are cancelled.

11. MINIMUM CREDIT

11.1 If your SIM card is active but your Credit balance is zero:

(a) you can receive calls and SMS;

(b) you can make calls that are designated as free e.g. to emergency services;

(c) you can make calls to ALDImobile Customer Care on 1300 989 000 or 2534;

(d) you can send an SMS to '590' to Recharge your account – but you cannot otherwise use the Service.

11.2 You must have sufficient Credits on your account to make outgoing calls, send SMS or MMS, or to use other ALDImobile services.

11.3 You cannot make a call or send an SMS or MMS if the Credits in your account are less than the cost of the call, SMS or MMS, except to emergency services, or to Recharge.

11.4 You cannot use data unless you have data Credits under any Plan, (including any Data Top Ups), or sufficient PAYG Base Plan Credits for the data session. In this case, you will be unable to use your handset to Recharge using our website or the ALDImobile App.

11.5 We may terminate a call or data session without notice if your Credits run out during the call or data session.

11.6 If your Credits are running low, we may send a low balance alert, but we are not obliged to.

12. CREDIT EXPIRY

12.1 PAYG Base Plans

PAYG Base Plan Credits expire at 11:59pm AEDT/AEST after 365 days, except that:

(a) each time you Recharge your PAYG Credits, all your PAYG Credits (i.e. the PAYG Credits from the Recharge plus any other PAYG Credits you had) reset to a new 365 day PAYG Base Plan expiry period and your service is active for this period. Adding PAYG credits to an individual Family Plan Owner or User service will reset that service only to a new 365 day Base Plan.

(b) if you have purchased a Family Plan **before** the expiry date of your PAYG Base Plan, yours and all Users in that Family Plan will have their PAYG Base Plan and Credits extended to a new 365 day expiry period from the date of purchase and all services are active for this period. The maximum validity or active period on a PAYG Base Plan is 365 days but any plan you add is valid for the plan period only – check your plan details and Critical Information Summary for plan validity periods.

12.2 $15, $20, $35, $45, $55 Mobile Plans and Family Plans.

The $15, $20, $35, $45, $55 Mobile Plans and Family Plan expire at 11:59pm AEDT/AEST, 30 days after recharge (unless otherwise specified) and remaining Credits and inclusions are then cancelled (except for any rollover data that may be available under clause 15 below).

12.3 Data Top Up for Mobile Plans and Family Plans

(a) A Data Top Up is valid for a maximum period of 30 days but expires when the Mobile Plan or Family Plan it was added to expires. For instance, if you buy a Data Top Up on the 20th day of a Mobile Plan , the Data Top Up expires after 10 days, at the same time as the Mobile Plan. Expiry is at 11:59pm AEDT/AEST.

(b) Unused Data Top Up may be eligible for rollover to your next Mobile or Family Plan – see clause 15 below for details.

12.4 $15, $30, $65 Discontinued Data Plans

These Plans expires at 11:59pm AEDT/ADST, 30 days after recharge and remaining credits and inclusions are then cancelled, except for any rollover data that may be available under clause 15 below.

12.5 $95, $240 and $365 Data Plans

These Plans expires at 11:59pm AEDT/ADST, 365 days after recharge and remaining credits and inclusions are then cancelled, except for any rollover data that may be available under clause 15 below.

12.6 1 Year Super Pack & Data Top Up

(a) The 1 Year Super Pack expires at 11:59 pm AEDT/AEST, 365 days after the Plan is activated.

(b) If the 1 Year Super Pack voucher is not activated by the date indicated on the package; it lapses and its credit is lost. No refunds will be issued for lapsed vouchers that have not been activated.

(c) Data Top Ups are available for the 1 Year Super Pack and expire when the 1 Year Super Pack expires;

12.7 No obligation to notify re expiry of Credits

We are under no obligation to notify you that Credits are about to be or have been cancelled.

13. SERVICE CANCELLATION

13.1 If:

(a) your PAYG Base has expired under clause 12.1 **above**; and

(b) you do not recharge your mobile number within the next 120 days (**Additional Period**) –

your Service may be permanently cancelled (which may result in permanent loss of the phone number of your Service). We may send you a cancellation alert but we are not obliged to.

13.2 During the Additional Period:

(a) you can receive calls and SMS;

(b) you can make calls that are designated as free e.g. to emergency services;

(c) you can send an SMS to '590' to Recharge your account;

(d) you can call us on 2534 for assistance in Recharging – but you cannot otherwise use the Service.

14. RECHARGES

14.1 You may recharge your Service:

(a) by purchasing a recharge value at www.ALDImobile.com.au;

(b) by calling us on 1300 989 000 (normal charges apply) or 2534 (free call from an ALDImobile);

(c) via SMS recharge service for PAYG credit;

(d) via the ALDImobile App for PAYG credit and some Plans; or

(e) by purchasing a recharge voucher in-store and applying it online, SMS or app.

Not all of the above methods can be used for all types of purchases.

14.2 To recharge your prepaid service with a credit/debit card or PayPal, we require you to register your payment details at www.ALDImobile.com.au or Mobile App.

14.3 We may:

(a) limit the number of payment methods you may register; and

(b) limit the number of times you may change the registered payment method used to recharge your Service; and

(c) place a maximum or minimum credit limit on each transaction or on your Service.

14.4 Subject to clause 14.3 **above**, we may offer an automatic recharge on our plans. You must ensure you have sufficient PAYG Credits to cover usage for 72 hours in case the automatic recharge is delayed. .

14.5 Subject to the Consumer Guarantees, we are not liable to you for any delay or failure of a recharge (including an automatic recharge). It is your responsibility to check that each recharge has been successfully processed.

14.6 We may SMS or email you to confirm that a Recharge has been successfully processed, but we are not obliged to.

14.7 You will be able to access your recharge and usage history for the previous 3 months' (up to a maximum of 500 transactions) online by logging into my ALDImobile at: www.ALDImobile.com.au.

14.8 We may impose a limit on the amount of PAYG Base Plan Credits you may have at any time.

15. DATA ROLLOVER

15.1 Data rollover only applies to:

(a) eligible Mobile Plans, Data Plans, Super Packs and Family Plans – see Critical Information Summary to confirm eligibility; and

(b) eligible data.

It does not apply to old S Mobile Plan.

15.2 'Eligible data' for a Mobile Plan, Super Pack and Family Plan means all unused data (if any) that is part of the standard data allowance of an eligible Mobile Plan, Family Plan or Super Pack (including any Data Top Ups) you have purchased) and all accumulated rollover data (if any).

15.3 'Eligible data' for a Data Plan means unused data (if any) that is part of the standard data allowance and accumulated rollover data (if any) of an eligible Data Plan up to a maximum of:

(i) 30GB for $15, $30, $95 Data Plan

(ii) 60GB for $ 65 Data Plan.

(iii) 50GB for $240 Data Plan

(iv) 100GB for $365 Data Plan

15.4 Your Mobile Plan's, Data Plan's, Super Pack's or Family Plan's eligible data will automatically roll over to your next Mobile Plan, Data Plan or Family Plan up to any applicable limit if:

(a) You rollover from an eligible Mobile Plan to an eligible Mobile Plan, from an eligible Data Plan to an eligible Data Plan, from an eligible Super Pack to an eligible Super Pack or from an eligible Family Plan to an eligible Family Plan and the rollover:

(i) is an equal or higher price Mobile Plan or Super Pack or the same Family Plan (as applicable) or;

(ii) is a Data Plan with an equal or higher data allowance; and

(iii) is added no later than 24 hours after the first Mobile Plan, Data Plan, Super Pack expired.

In any other case, your Mobile, Data, Super or Family Plan's unused data allowance and accumulated rollover data will be cancelled when the Pack expires.

For the $15, $30 and $95 Data Plans, unused and/or accumulated data greater than 30GB will not rollover and will be forfeited. Unused and/or accumulated data greater than 60GB for the $65 Data Plan will be not rollover and will be forfeited.

You cannot rollover unused or accumulated data if you switch between Plan types.

Rollover for Family Plans will only apply if the Family Plan remains in tact, the Owner is consistent and the same Family Plan is acquired within 24 hours of expiry.

A Mobile, Data, Family Plan's and Super Pack's standard data allowance and Data Top Up (if applicable) will be consumed *before* any rolled over data. We may notify you by SMS when available rollover data has been consumed, but we are not obliged to.

16. CREDIT AND DEBIT CARD and PayPal PAYMENTS

If you have made any payment to us using a credit or debit card or PayPal:

(a) You promise that you are the account holder or were authorised by the account holder to use the card to make that payment.

(b) We may disclose to the account holder details of the payment including, but not limited to:

(i) the time, date and amount of the payment;

(ii) your name and telephone service number; and

(iii) the service the payment was for –

and you consent to such disclosure.

(c) We may assume that a person is the account holder if they supply us with the following information:

(i) the card number or PayPal account;

(ii) the type of card (e.g. VISA or MasterCard or PayPal details;

(iii) the date (accurate to within two business days, to allow for processing delay) and amount of a transaction in our favour, made using that account –

and you consent to disclosure to such a person.

(d) If your payment is later cancelled, reversed disputed or (if you are not the Card Holder) reported as unauthorised, we may (at our option):

(i) cancel all your remaining credits for that Service; and/or

(ii) require you to pay (as per the Rate Tables) for the Service you have used before cancellation; and/or

(iii) decline to provide you with further Services until such payment has been made; and/or

(iv) suspend your Service until a payment method acceptable to us has been provided.

(v) Terminate your service if you fail to provide an alternate payment method or repay the recharge.

17. PHONE NUMBERS

17.1 If you do not already have a phone number for your mobile phone for use with the Service, we will issue you a phone number.

17.2 All phone numbers are selected, issued and used by us in accordance with the Australian Communication and Media Authority's Numbering Plan and Telecommunications Numbering Plan Number Declarations (**Numbering Regulations**).

17.3 We may be required to vary, withdraw, suspend or re-assign a phone number we have allocated you in order for us to comply with the Numbering Regulations. We will give you as much notice as is reasonably practicable if we have to do this.

17.4 If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new number.

17.5 You do not own the phone number and your right to use the phone number ends if you no longer obtain the service unless you transfer ('port') the phone number (see clause 18 below).

17.6 If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the Numbering Regulations.

17.7 Our liability to you in respect of phone numbers

We are not liable to you for any expense or loss incurred by you or related to your use of the Service due to:

(a) any variation, withdrawal, suspension or re-assignment of the phone number under clause 17.3 **above**; or

(b) your ceasing to have the right to use the phone number under clause 17.5 **above**.

18. MOBILE NUMBER PORTABILITY

18.1 You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the Service.

18.2 By processing a port request during an online or call centre activation you:

(a) authorise us to sign on your behalf and in your name forms of authority to your current supplier to port your phone number to us;

(b) authorise your current supplier to port your phone number to us;

(c) authorise us to disclose information in the port authorisation to other suppliers in the event of dispute over porting to us; and

(d) will remain responsible for all amounts owing to your current supplier for any services they supply to you.

18.3 If you have submitted a port request online or call centre, we will use all reasonable efforts to port your phone number as soon as possible, but we have no liability to you for any delays in porting.

18.4 We will not charge you a fee for porting a phone number from another carrier or carriage service provider, unless you port a mobile number to us more than once, in which case we may charge you an administration fee.

18.5 You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.

18.6 You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different mobile networks or types of mobile networks.

18.7 You can port a phone number you have obtained from us for use with the Service to another carrier or carriage service provider.

18.8 You must not cancel the Service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will then cancel the Service.

18.9 You can only port the phone number, you cannot port any Credits or value added services (e.g. voicemail).

18.10 You may only port a phone number for which you are the authorised customer.

18.11 You will need to confirm that you are the authorised customer/owner of the number being ported to us by verifying a code that we will send to that number during the activation process. We will not send the code to another number or by any other means.

18.12 If you cannot verify the code sent during activation, your activation and port-in request will be cancelled.

18.13 If you are activating a Family Plan and porting multiple services, we will send a unique code to each service that will need to be verified. All verifications must be performed at the same time during activation. If all porting services cannot be verified using the unique code, the activation and all port-in requests will be cancelled.

18.14 If you wish to establish a Family Plan and one of the services to be ported is in a different name to the Family Plan Owner, the holder of that service will need to port the service to us in their name as a preliminary step. Once this is completed, the Family Plan owner can invite them to join the Family Plan. Upon acceptance, the ownership of and details applied to that Service will change to that of the Family Plan Owner

18.15 Any Credits you have on your Service will be forfeited if you port the phone number to another carrier or carriage service provider.

18.16 If the Owner of a Family Plan ports their service to another provider, the Family Plan is disbanded and remaining User services will default to PAYG Base Plan, maintaining their PAYG credits. User entitlement to Pack inclusions is lost. Any credits on the Owner service will also be forfeited and will not be refunded.

19. YOUR MOBILE PHONE

19.1 You may choose to use a mobile phone you have or have obtained from a third party.

19.2 If you choose to use a mobile phone that you have obtained from a third party:

(a) To protect consumers from illegal trade in mobile phones, if we have a reasonable belief that your mobile phone is stolen, we may ask you to provide proof of ownership.

(b) If we ask you to provide proof, you must provide us with that proof within ten business days.

19.3 We give no warranty:

(a) that the mobile phone you provide is suitable for use in connection with the Service or any of its features; or

(b) about the quality of your mobile phone.

19.4 You are responsible for making sure that:

(a) all regulatory approvals for your mobile phone have been obtained; and

(b) your mobile phone complies with all relevant technical regulations and specifications at all times.

19.5 You are responsible for the maintenance of your mobile phone.

19.6 If your mobile phone appears to be faulty or interferes with the Service, we are entitled to require you to:

(a) provide your mobile phone for us to inspect; and/or

(b) cease using that mobile phone until the problem has been corrected.

20. LOST OR STOLEN MOBILE PHONE OR SIM CARD

20.1 If your mobile phone or your activated ALDImobile SIM card is lost or stolen:

(a) We are not responsible for it.

(b) You must notify us on 1300 989 000 (normal charges apply) or 2534 (free call from your ALDImobile) as soon as possible.

(c) Within a reasonable time we will bar outgoing calls, suspend the Service and/or activate IMEI blocking on your mobile phone. You are liable for all usage of the Service until then.

(d) If we become aware of the loss or theft, and you have not notified us, we may cancel the Service but we are not obliged to.

(e) We may charge a fee for a replacement SIM card.

(f) If you find your mobile phone or it is returned to you, we will reactivate the Service (including any value added service features e.g. call diversions), if you request it within 30 days of the original deactivation.

(g) To contact emergency services while your phone is blocked you must dial 000 (or 112).

(h) Customers with hearing impairments who wish to access the TTY 106 emergency services number from their mobile phone should be aware that this number may not work from some blocked mobile phones.

20.2 If you obtain a mobile phone that we reasonably believe is lost or stolen, we may request IMEI blocking to be activated on your mobile phone without your consent, even if you are not aware it is stolen.

20.3 If you obtain the Service from us under false pretences, we may request IMEI blocking to be activated on your mobile phone without your consent.

20.4 If we know you have made an insurance claim when your mobile phone is lost or stolen, if IMEI blocking is not already activated we will contact the network carrier and request IMEI blocking to be activated on your mobile phone.

20.5 In the event we activate or de-activate IMEI blocking on your mobile phone, we will inform other national carriers to put this block or unblock into effect on their own networks.

21. PHONE NUMBER DISPLAYS

21.1 Calling Number Display (**CND**)

(a) If you do not bar CND on your mobile phone user the user settings, the phone number assigned to you may be displayed on the phone of the person you are calling.

(b) When another person calls you, the phone number of that person may be displayed on your mobile phone if that person has not barred CND on their phone.

21.2 SMS and MMS

When you send an SMS or MMS, the phone number assigned to you or your name may be displayed on the phone of the person to whom you are messaging. You cannot bar the phone number assigned to you or your name when you send a SMS or MMS.

22. ACCESS RESTRICTIONS

22.1 At your request we can bar certain call types made from the mobile phone. We cannot bar calls to emergency service numbers 112 and 000.

22.2 The Service can only be used for standard mobile voice calls, standard international calls, standard international SMS, standard SMS, standard MMS, call forward, voicemail and standard data services

22.3 The Service cannot be used for, but not limited to:

(a) fax (including to make international fax calls) and paging services; or

(b) call information services such as premium voice services (including, for example, calls to most 1901 or 1902 prefix numbers) unless specified.

22.4 We may provide access to some 190 services for calls, SMS or MMS.

22.5 Some Plans may restrict access to premium SMS services.

22.6 Access to some international countries is activated automatically on some Plans. If you want to bar access to international calls, or request access to international calls contact us by calling us on 1300 989 000 (normal charges apply) or 2534 (free call from an ALDImobile).

23. IMPORTANT RIGHTS OF SUSPENSION AND CANCELLATION

23.1 Without limiting other rights, we may have to suspend or cancel your Service, we may do so without prior notice if:

(a) you breach clause 6.1 above;

(b) you breach any other clause of your Contract, and the breach is likely to cause serious or permanent harm to any person (including us or our supplier);

(c) you intimidate, abuse, insult, harass or threaten any staff member, or those of our partners or suppliers, by any means.

(d) You make numerous frivolous and or vexatious complaints.

(e) you attempt, threaten or cause harm to any staff member, or those of our partners or suppliers, or our equipment or network infrastructure or that of our suppliers by any means;

(f) you breach any other clause of your Contract and do not cure the breach within 5 days of our request that you do so;

(g) we reasonably believe that your account may have been used in connection with fraud or other unlawful conduct;

(h) we suspect that you or a person using your ALDImobile SIM card is misusing the service or is not authorised to use the service;

(i) in our opinion, there is unusual activity on your service and/or activity that does not appear to be commensurate with personal use;

(j) we reasonably believe that, or we are informed by law enforcement authorities that they believe, the identification evidence provided by you in connection with the Service is incorrect, false or inadequate or that a request to activate or terminate a service has not been authorised by you;

(k) you transfer your SIM card to another party without obtaining our consent, or do not provide sufficient details of the identity of the other party; or

(l) you engage in fraudulent Recharge behaviour.

24. SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

(a) the Service relies for its operation on the services of suppliers who are not controlled by us, and

(b) we do not exercise any control over, authorise or (subject to the Consumer Guarantees) make any warranty regarding:

(i) your right or ability to use, access or transmit any content using the Service;

(ii) the accuracy or completeness of any content which you may use, access or transmit using the Service;

(iii) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; or

(iv) any charges which a third party may impose on you in connection with your use of their services accessed via the Service.

25. LIMITATION OF LIABILITY

(a) Nothing in our Customer Terms excludes or limits the operation of the Consumer Guarantees or any other rights or remedies that, by law, cannot be excluded.

(b) Subject to clause 25(a) above, we exclude all liability arising under or in connection with our Customer Terms, Your Contract or the Service whether direct, indirect or consequential and whether arising under common law, statute or otherwise, and whether or not of a kind of which we are or should be on notice.

26. DICTIONARY

(a) Terms that are defined in the body of our Customer Terms have the same meaning throughout.

(b) Machine-to-machine use means use where a device initiates a communication without human interaction. (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 handset that is ancillary to personal use of the handset (such as checking emails).

(c) For simplicity "Plans" means Mobile Plans, Data Plans, Family Plans and Super Packs.

27. DOCUMENT VERSION CONTROL

Version	**Description**	**Date**
1.0	Initial Document	March 2013
1.1	Removed clause 6.3 as information was incorrect. Correction to 5.11 about how auto-recharge works. Additional information added to 5.12 and 5.13 about delays to recharges.	January 2014
1.2	Updated bolt-on references to 'Value Packs' in line with new plans Removed ref to providing a handset (Sec 8) General amendments for correction purposes	June 2014
1.3	Updated the reference to the law in 2.3.3	August 2014
2	Updated branding only	October 2014
2.1	Updated Value Pack Offerings	January 2016
3.0	Updated to support data rollover and reorganised terms for extra clarity	August 2016
3.1	Updated to document terms of 1 Year Super Pack and its Data Add-ons, and to explain how vouchers and voucher activation dates work.	February 2017
3.2	Updated to deal with irregular debit and credit card transactions.	August 2017

3.3	Updated to reflect current plan offerings, changes to PAYG base plan expiry/terminology and availability of International Roaming.	March 2018
3.4	Updated to reflect updated value pack offerings and removed reference to standard call limits.	May 2018
3.5	Updated Value and Data Pack offerings.	8 August 2018
3.6	New Super Pack Offering	22 August 2018
3.7	Updated Value Pack and Data Pack offerings	31 October 2018
3.8	Updated to include Family Pack	28 November 2018
3.9	Updated to include new Data Add-on details for Value and Super Pack and Rollover for Super Pack	January 2019
3.10	Clarify statements regarding transferring credits and loss for credits for Family Pack	17 April 2019
3.11	Updated with new Data Pack and Data Add on details	19 June 2019
3.12	Updated to clarify rollover on $65 Data Pack and unacceptable use	24 July 2019
3.13	Updated to include need for pre-port verification	29 August 2019
3.14	Remove $50 Data Pack, withdrawn from sale	14 September 2019
3.15	Update to reflect new plan names and carrier details.	17 December 2019

3.16	Update to reflect addition of PayPal as a payment method.	16 June 2020
3.17	Update to include fraud and prohibited use management provisions.	24 August 2020
3.18	Updated to include new Family Plan details.	16 February 2020