



Acceptable Use Policy

This is the Acceptable Use Policy of the Konec Mobile Service of Konec Mobile Pty Limited ABN 34 650 761 667 (Konec) and forms part of the Terms on which we provide Services.

Konec 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 so we encourage you to review it regularly.

Note about unlimited usage: Konec Mobile services are offered and supplied for personal use only – see clause 6 of our Customer Terms and Conditions. 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, as some non-personal, commercial and even fraudulent practices are often associated with extreme levels of voice calls and SMS, we may take steps to validate that an extreme voice call/SMS level is not the result of such practices. This is to protect ourselves and offer our customers value and reliability.

1. ABOUT THE POLICY

1.1. This 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, mobile app 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 12th December 2022.

3. SECURITY AND PASSWORDS

3.1. You must keep the password you use to subscribe to the Service confidential and ensure that it cannot be easily guessed or associated with you. 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) illegal, deceptive or fraudulent activity;
 - b) copyright, trademark or other intellectual property right infringement;
 - c) infringement of laws relating to censorship and classification of material;
 - d) Creating, forwarding or distributing defamatory statements using the service.
 - e) Producing, distributing, sharing or hosting online material that is in contravention of any State, Territory or Commonwealth Law including but not limited to The Online Safety Act.
 - f) Cyberbullying of children or adults
 - h) image based abuse,
 - i) producing, distributing, sharing or hosting illegal and restricted (Class 1 and Class 2) material.

5. INAPPROPRIATE USE OF RESOURCES

- 5.1. The Service is provided for personal use. 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) use the service as a call collection service and or for call redirection to call centres, call sinks or mass termination services;
 - g) re-supply or resell the service;
 - h) use the service to transit, refile or aggregate domestic or international traffic on the network;
 - i) use the service with devices that switch or reroute calls to or from the network or third party;
 - j) use the service for machine to machine or IoT (Internet of Things) use;
 - k) use the service in a fixed alarm system;
 - l) use the service with a Mobile Plan in any smart watch, GPS/tracking device or Wearable Device ('Wearable') where a Wearable is defined as any electronic device that can be worn as an accessory, capable of transmitting and receiving data via the internet;
 - m) use the service with Wearable Plan in any device other than a Wearable device 'Wearable'), where a Wearable is defined as any electronic device that can be worn as an accessory, capable of transmitting and receiving data via the internet;
 - n) use the service to facilitate voice calls over IP protocol (VoIP) as an alternative to standard circuit switched voice calls;
 - o) use the service to send or receive SMS over an IP network as an alternative to standard SMS messages)
 - p) generate mobile calls and/or SMS messages to derive terminating access payments;
 - q) generate voice and/or SMS traffic using SIM boxing or any automated generation arrangement

- r) generate voice calls and SMS traffic for purposes other than providing a communications service.

5.2. We consider your use of Konec Mobile to be Unreasonable Use if your use of Konec Mobile is considered fraudulent by us or adversely affects the Service or another customer's use of, or access to, a Konec Mobile Service.

5.3 Among other things, "fraudulent" use includes resupplying a Konec Mobile Service so that a third party may access or use Konec Mobile Service, without our consent

6. WHAT HAPPENS IF YOU BREACH THIS POLICY?

6.1. If, on reasonable grounds, we believe 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 or terminated 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, we 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 only be able to dial 000 or 191 to contact emergency services. You will be unable to make other calls, send SMS, receive calls/SMS or use data. You will be able to port (transfer) your number to a different provider.

7. HIGH LEVELS OF VOICE CALLS/SMS

7.1 We offer you an unlimited personal use calls/SMS and a high level of voice calling/sending SMS is not necessarily a breach of this Policy.

7.2 If we detect very unusual call/SMS levels, we may take steps to minimise the risk of non-permitted and even fraudulent use.

7.3 We may not pre-publish full details of any such measures, but we might ask you to contact our support team to confirm that high levels of call/SMS fall within the scope this acceptable use policy, are genuine and not fraudulent. If we do contact you and ask about this, respond promptly, so that there's no temporary impact on your service.

