

Acceptable Usage Policy

If you are a JOi Mobile Service customer, you have certain usage obligations. Generally speaking these obligations require your use of our services to be for private, personal and legitimate consumer purposes in accordance with this Acceptable Usage Policy (or “AUP”) and our [Standard Mobile Terms and Conditions](#).

This Acceptable Usage Policy explains (1) your usage obligations, (2) how to avoid breaching these obligations and (3) what will happen if your usage breaches these obligations and falls outside this Acceptable Usage Policy.

Your obligations

You must only use our services or SIM cards for private, personal and legitimate consumer purposes. You must not use our services or SIM cards for business purposes.

What to avoid: *Making calls or sending SMS messages in relation to the administration of or to promote or market a business, group or organisation or for any non-private or non-personal purpose.* For example, sending bulk SMS messages to a customer base or a non-personal or non-private group distribution list or making an excessive number of calls to a customer base or non-personal or non-private distribution list with the intent of promoting a business or service would constitute use of our services or SIM cards for business purposes, and would fall outside this Acceptable Usage Policy.

You must only use equipment or SIM cards for the purposes advertised, described in any user guides, or as instructed by us.

What to avoid: Using equipment or SIM cards other than as intended. For example, using your JOi SIM card (besides your JOi mobile tablet plan subscription) in a modem instead of a mobile phone or tablet or using a mobile phone or tablet as a baby monitor (Walkie Talkie). calls only, or mostly, to additional pricing or added value services; use of the services for unsolicited commercial communications shipments; sending large messages to block third-party servers; making unsolicited communications when they can be classified as irregular traffic. In particular the Customer must not use the services to send unsolicited or mass mailings ("spam") or make any use of the mail lists for any person who has not given permission to be included in such process. All of the above would fall outside this Acceptable Usage Policy

You must not use, or allow anyone else to use, our services or SIM cards for call forwarding services, concurrent calling, paging services, onward calling services or to contact numbers that pay a revenue share.

What to avoid: Making unusually high volumes of calls, making multiple calls at the same time or making calls to earn financial revenue or any other reward from these calls would constitute use of our services or SIM cards that falls outside this Acceptable Usage Policy.

You must not use our services or SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

What to avoid: Sending unusually high volumes of SMS messages, sending SMS messages to an unusually large number of recipients or distribution groups or sending any automated or unsolicited

SMS messages. Furthermore, sending SPAM text messages would fall outside this Acceptable Usage Policy.

You must not establish, install or use a gateway device or SIM box without our prior written consent (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the Internet (called “Mobile Hot Spot”), when used for making large volumes of calls or sending large volumes of texts). We can withhold our consent for this activity at our absolute discretion.

What to avoid: Using gateway devices or SIM boxes to send automated messages or make automated calls would fall outside this Acceptable Usage Policy. Engaging in continuous streaming, downloading or uploading of material or content or maintaining a continuous active network connection to the Internet via a machine-to-machine connection without the involvement of a person would also fall outside of this Acceptable Usage Policy.

You must not use our services of a SIM Card fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to make a call or send a message or to take pictures or video or send, upload, download, use or re-use any material, which is offensive, abusive, indecent, violent, illegal, racist, xenophobic, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of any Rights or anyone's privacy or is otherwise unlawful.

What to avoid: Making nuisance phone calls, unlawful file sharing, and sharing, downloading or viewing inappropriate or illegal content are examples of use that would fall outside this Acceptable Usage Policy. Engaging in any hacking, interception, impersonation or falsification activities and generating or disseminating viruses, malware, denial of service attacks or other similar activities would also fall outside of this Acceptable Usage Policy.

You must not use our services to: Collect and / or use personal data of other users without their express consent or contravening the provisions of the General Data Protection Regulation (EU) 2016/679 (GDPR).

You may only use our services in the European Union countries for periodic travel, like holidays or short breaks. If you're not genuinely using our services for periodic travel we may have to charge you for, or suspend you from, using our services in the European Union countries. The exact data allowance you can use when travelling in any of the European Union countries for any of the JOi price plans can be found in our [Price Guide](#).

What to avoid: Using our services outside of your country of residence, using a large volume of your allowance (be that text, calls or data) in the European Union countries, or using our services outside of the European Union countries for prolonged periods which don't follow reasonable consumer holiday and travel patterns and behaviour. If you use our services outside your country of residence but within the European Union countries for 60 or more days in any four-month period this is likely to be deemed to be an unfair use of our services.

Remember that this isn't an exhaustive list of how you could be breaching our Acceptable Usage Policy. Other activities which we reasonably believe to be outside of legitimate consumer use may also be subject to the terms in this Acceptable Usage Policy.

ACN will limit (throttle) the internet speed to 4KB as soon as the maximal data allowance of your JOi Mobile Spain subscription has been reached. It is not possible to use certain applications or functionalities (such as YouTube or streaming video) at this speed. The internet speed restrictions apply only to the month in which the data allowance has been consumed. After this month the normal speed will apply again. It will be possible for the customer to buy an additional data bundle via the selfcare portal or JOi Mobile Spain app. This additional data could be used via the normal speed.

What happens if your usage falls outside this Acceptable Usage policy?

Calls and texts: If we reasonably suspect you're not behaving within this policy, we reserve the right to impose further charges or disconnect your SIM card or your tariff at any time, having attempted to contact you first.

Data use: When you use a lot of data, it slows things down for everyone. So to keep things fair, we keep an eye on how much data you, and all our customers, are using. We can use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for other customers. This may happen at specific times of day and/or in specific locations. We may impose network protection controls which may reduce your speed, remove access to your tariff allowances impose further charges to your account, and/or disconnect your SIM card at any time. If we reasonably suspect you're not behaving within this policy, we reserve the right to impose further charges or disconnect your SIM card or your tariff at any time, having attempted to contact you first.

We reserve our right to (Temporary) suspend or terminate your JOi Mobile Service, at our absolute discretion:

- if we believe you have breached this Acceptable Usage Policy and our [Standard Mobile Terms and Conditions](#);
- if we observe a repeated and/or continuous excessive usage in contradiction with this Acceptable Usage Policy;
- if we have reason to believe you have engaged in any of the activities specifically mentioned to be avoided under this Acceptable Usage Policy;
- for actions which adversely affect the JOi Mobile Service, the telecommunications network used by us and the service ACN provides to our other customers.

We may also, if we deem it appropriate, refer any excessive, inappropriate, fraudulent or unlawful use of the JOi Mobile Service to law enforcement authorities for investigation.

Please, see our [Standard Mobile Terms and Conditions](#) for additional information.