Website and Mobile App Policy

Website (“this/the website”) and Mobile App (“App”) Policy (“the policy”/”policy”)

MEDION Australia Pty Ltd ACN 106 611 330 ("MEDION") is committed to complying with applicable laws. This Website and Mobile App Policy applies to MEDION’s products and services branded “ALDI Mobile”.

MEDION reserves the right to change this Policy at any time and notify you by posting an updated version of it on our website. The amended Policy will apply between us whether or not we have given you specific notice of any change. We encourage you to review this Policy periodically because it may change from time to time.

The Website and Mobile App

The website www.ALDImobile.com.au and Mobile App is provided as part of ALDI Mobile overall service to you. By accessing or using any of the content, information, data, text, graphics, photographs and other materials on the website and App you agree to these Terms of Use. You represent and warrant to MEDION that you are at least 16 years of age and otherwise have the power, authority and capacity to agree to these Terms of Use with MEDION. In addition to these Terms of Use, your use of certain services or parts of the website and App may be subject to specific and additional terms. Since you are also bound by these additional terms, you should review them where they are provided on the website. The specific terms take priority over these Terms of Use to the extent of any inconsistency.

Warranties

MEDION is not responsible for any error or omission on the website or App and reserves the right to make changes without notice MEDION does not guarantee that the website, App or Third Party Websites will be free from viruses, or that access to the website, App or Third Party Websites will be uninterrupted.

Liability and complying with laws

These Terms of Use and your use of the website and App are governed by the laws of the State of New South Wales. Any rights not expressly granted in these Terms of Use are reserved by MEDION. To the maximum extent permitted by law, and except to the extent expressly specified or referenced in these Terms of Use, MEDION is not liable (whether in contract, tort, under statute or otherwise) for any loss, damage, or expense (including special, indirect or consequential loss, loss of profit or revenue, loss of use, legal costs and defence or settlement costs) that you or any other person incurs arising directly or indirectly out of or referable to material on the website, App or to Third Party Material. Liability of MEDION for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent allowable under the relevant laws. You must comply with all laws in relation to your access or use of Material on the website and App, including laws of the country in which you reside or from which you access this website.

Information and services on the website and App

The information contained on the website and App is liable to change and although MEDION makes every effort to keep material up to date and accurate, there may be delays, errors or omissions.

MEDION does not represent or warrant the suitability, completeness, accuracy or currency of any information contained on the website or App, or that any services will be uninterrupted, timely, secure or error-free.

The material and information on the website and App is provided for general guidance and is not intended to be advice. You should seek professional advice and assistance before you take any commercial decisions or action.

Certain areas of our Website and App or subsidiary website(s) allow for the exchange of information between you and us which becomes the property of MEDION, and you grant MEDION the authority and right to use that content in accordance with the privacy policy.

Links to other websites

The website may contain links to other websites operated by third parties ("Third Party Websites"). Those Third Party Websites are not under the control of MEDION, and MEDION does not endorse and is not responsible for any material on, or linked to from, Third Party Websites ("Third Party Material").

In particular, and to the extent permitted by law, MEDION makes no warranties or representations: • regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or

• that Third Party Material does not infringe the intellectual property rights of any corporation, organisation or person. MEDION is not authorising the reproduction of Third Party Material by linking material on this website to Third Party Material.

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Cancellation

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General

Any part of these Terms of Use must be read down to the extent necessary to prevent that part or these Terms of Use being invalid, voidable or unenforceable in the circumstances. Despite that reading down, if a part of these Terms of Use is still invalid, voidable or unenforceable, and if the part would not be invalid or voidable if a word or words were removed, then that word or those words will be deleted, and the rest of these Terms of Use will continue to be fully enforceable. A right of MEDION under these Terms of Use may only be waived in writing signed by ALDI Mobile.

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Your responsibility

You assume all responsibility for use of the ALDI Mobile Website, App or subsidiary website. You waive all claims against MEDION, its officers, directors, employees, suppliers and programmers that may arise from the utilisation of the ALDI Mobile Website, App or its subsidiary web sites.

Accuracy of information

While all reasonable attempts are made to ensure the accuracy of information; neither MEDION, nor its information contributors can be held responsible by you for the accuracy of the information found in the ALDI Mobile Website, App or subsidiary web sites.

Jurisdiction

Subject to the Australian Consumer Law, this Policy and your use of the ALDI Mobile Website and App are subject to and must be interpreted in accordance with the laws of New South Wales, Australia, and the courts of that State (and their appeal courts) shall have exclusive jurisdiction in case of any dispute, difference or litigation with respect to them.