

Fair Use Policy

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1. Introduction

- 1.1 The purpose of this Policy is to ensure that our customers:
 - (a) use our services in a manner and for the purpose which has been agreed in the Customer Service Agreement (CSA);
 - (b) use our services in a way that complies with legal and regulatory requirements; and
 - (c) do not use our services in a manner that is unreasonable or unacceptable (those terms are defined below).
- 1.2 This Fair Use Policy sets out rules about:
 - (a) how customers may, and may not, use our services;
 - (b) what steps we can take to manage our networks in circumstances of unexpected use by some customers;
 - (c) what we may do in some circumstances to monitor on-line activity and to ensure compliance with this Fair Use Policy and laws and regulations, including setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies; and
 - (d) what we may do in the event of a breach of this Fair Use Policy.

2. Reasonable and Acceptable

- 2.1 Customers who have agreed to receive services:
 - (a) on a Residential Plan can use them only in a way that is consistent with personal use in a residential environment;
- 2.2 Customers must not use our services:
 - (a) in ways that are not consistent with the criteria and limitations set for their Residential Plan.
 - (b) in a manner which is unreasonable or unacceptable. The terms unreasonable use and unacceptable use are defined below.

3. Unreasonable Use

- 3.1 A customer's use of our services will be unreasonable if the customer uses the services in a manner which is not in accordance with the CSA, or which is contrary or different, or not in accordance with, the uses for which our services are reasonably intended.
- 3.2 Unreasonable use of our services includes, but is not limited to:
- (a) sharing, on-selling or reselling the services with or to other persons or entities outside of their residence or outside of their business;
 - (b) use in a technologically excessive or abusive manner;
 - (c) used in connection with a device that automatically dials numbers or sends emails either from a list or generated randomly; or
 - (d) used to make or receive calls, or send or receive emails, for the purposes of reselling, resupplying or commercial exploitation.

4. Unacceptable Use

- 4.1 A customer is using the services in an unacceptable manner if the customer:
- (a) uses the services in a manner which improperly interferes in any way with another person, business or entity, for purposes which are illegal;
 - (b) provides false user information in the application for services, or at any time during use of the services;
 - (c) fails to provide updated user information where that information would reasonably be required to be provided or disclosed;
 - (d) contravenes any applicable law, telecommunications industry code or regulation when applying for or when using our services;

or if a customer uses our services:

- (e) in any manner which may or does improperly damage, interrupt or interfere with another person's use of our services, rights, safety or property;
- (f) for illegal or unlawful purposes;
- (g) to send unsolicited or unwanted commercial electronic messages (including SPAM) to individuals or businesses;
- (h) to gain improper access to another person's private or personal information;
- (i) to distribute, to receive, to post, to facilitate access to, or to make available, material that is indecent, obscene, offensive, illegal, confidential or disclosed in a breach of privacy, or which constitutes illegal or inappropriate or troubling volumes of pornography;

- (j) to defame, harass, abuse, bully or troll anyone or to violate the privacy, agency or personhood of anyone;
- (k) to distribute or make available material that is misleading, deceptive, incorrect or false, in relation to any aspect of the customer's identity or the identity of any other person;
- (l) to communicate improperly (as determined by the emergency services organisation or the police in their absolute discretion) with emergency service organisations where an emergency situation does not exist;
- (m) to monitor data or traffic on any network or system where the customer does not have appropriate or sufficient authorisation to do so;
- (n) in a way which interferes or disrupts our services;
- (o) to obtain or attempt to obtain unauthorised access to any computer, system or network;
- (p) in a manner which will or may compromise or otherwise disrupt or interfere with the security or the operation of our services or any other computer, system or network;
- (q) becomes aware of any actual or attempted unauthorised use of the customer's services and does not notify us; or
- (r) uses any equipment or device on our network which we have not authorised, or which we have recommended or directed the customer to not use.

5. The meaning of unlimited

- 5.1 Unlimited means that the data that a customer may make, download or upload is not usually limited by set quotas.
- 5.2 Unlimited does not mean that the flow of data that a customer may access is not limited in any way. The intention of our unlimited data plans is to allow customers to operate their services, without having to worry about whether or not they will run out of Internet data; however, it does not mean that unlimited plans are to be abused, flagrantly, for extreme activities, without any residential purpose.
- 5.3 If necessary, and especially where a customer's use of our services is unreasonable, unacceptable, or if the customer is using our services in a way that is technologically or ethically abusive, excessive or extreme (which we may determine in our reasonable discretion) then we may rely on, enforce and ensure compliance with this Fair Use Policy.
- 5.4 In the event of improper or abusive use of unlimited plans, we will first contact the customer and seek an explanation for the excessive use of data, and if that explanation is acceptable to us (acting reasonably), we will allow the service to continue, but will continue to monitor the service. If the explanation is not reasonably acceptable to us, then we may take action which may include limiting the service, shaping the service, moving the customer to another plan at a lower price with a data limit, or, in the event of repeated abuse, cancelling the service.

6. Our actions

- 6.1 If we become aware that a customer has breached our Fair Use Policy, we may:
 - (a) take action to restrict the activity that is causing harm;
 - (b) suspend or cancel that customer's service;
 - (c) If directed by a regulatory or other law enforcement body, remove content from our services or prevent users from accessing a customer's content.
- 6.2 If a customer breaches any part of this Fair Use Policy we will, generally speaking and if it is appropriate to do so, first contact the customer, ask the customer to modify their use of the services, so that it complies with both the customer's service plan and with this Fair Use Policy.
- 6.3 If the customer does not modify their use of the services, then we may, without prior notice to the customer, impose limits on the number of calls that a customer may make or the amount of data that a customer may download or upload – for example – we may: restrict, limit or shape the service delivered under the customer's Residential Plan, or, if we consider it necessary to do so (acting reasonably), cancel a customer's service.
- 6.4 In certain circumstances (such as conduct which is, or which might be, illegal, or where use of the services is clearly unreasonable or unacceptable), then we may suspend or cancel a customer's service immediately, and without notice.
- 6.5 If we restrict or cancel a customer's service, or move a customer to another plan, due to the customer's misuse of our services, we will not be liable for any loss, damage or frustration.
- 6.6 Upon cancellation of a customer's account, where the customer has an email address supplied by us, we may delete any files, programs, data and email messages associated with the account.

In the case where a breach of the standards stated in this Fair Use Policy involves a breach of any law, then we may notify the relevant government authorities or the police as we deem reasonably appropriate.