FAIR USE POLICY

INTRODUCTION

1. Our Fair Use Policy forms part of our Standard Form of Agreement and other agreements for services (**Services**) that state the Fair Use Policy applies.
2. Our Fair Use Policy is intended to ensure the availability of our Services to all eligible customers and that the Services are not used in an unreasonable manner.
3. Definitions for the terms used in our Fair Use Policy have the meanings given to them in our agreement with you.

UNREASONABLE USE

You must not use or try to use the Services:

(a) for any illegal or fraudulent purpose;

(b) to endanger a person or damage property;

(c) to commit an offence;

(d) to communicate, transmit or distribute any computer worms, trojans, viruses, or other similar programs;

(e) to communicate, transmit or publish any harassing, abusive, menacing, defamatory or illegal material;

(f) to send unsolicited electronic message(s) or do anything else in breach of the Spam Act 2003;

(g) to reproduce, download, distribute, transmit, publish, store, copy or exploit any material in any way which infringes copyright, patent, trade mark, design or other intellectual property rights;

(h) to access, store, copy, distribute or publish any content in contravention of applicable law or regulation;

(i) to provide or permit unrestricted access to content contrary to relevant classification rules;

(j) to hack or gain unauthorised access to or control of, or to conduct unauthorised monitoring of, any equipment, system, network, accounts or private or confidential information of others;

(k) to do anything which might compromise the security or safety of, or which might damage, interrupt or interfere with the operation of the Service, or the networks used to supply the Service; or

(l) to violate a law or cause us to violate a law.

The following is a non-exhaustive list of practices that would not be considered Fair Use:

- Using subscriptions for telemarketing or call centre operations;
- Re-selling subscription minutes;
- Sharing subscriptions between users whether via a call centre, computer or any other means;
- Unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time.

YOUR OBLIGATIONS

1. You must comply with this Fair Use Policy. You must also ensure all other persons who use your Services comply with this Fair Use Policy.
2. You are responsible for all use of your Services and compliance with our Fair Use Policy, whether or not you authorise the use of the Services. You must take all reasonable steps to secure any equipment you use in connection with the Services to avoid unauthorised access or use. You must keep all passwords and account details associated with the Services confidential. You must contact us if you reasonably suspect unauthorised use of your Services.
3. You must keep all equipment, operating systems and software used in connection with the Services up to date. You must secure and back-up (as required) any data stored on equipment that you use in connection with your Services. We are not liable for any misuse, loss or corruption of your data.

4. You must comply with our reasonable directions, and directions or rules of our suppliers and any government or regulatory body in relation to use of the Services. You must pay any third party fees or charges related to content or services from all access via the Services.
5. You are responsible for all content you publish via the Services. You are responsible for all risks associated with your use of the Services including downloading, accessing, viewing, using, transmitting, publishing or communicating material; making purchases; and transmitting personal or confidential information.
6. You must take reasonable steps to prevent minors from accessing content that may be inappropriate for them.

OUR RIGHTS

1. By using the Services to reproduce, publish, display, transmit or distribute content, you authorise us and our agents to reproduce, publish, display, transmit and distribute the content as necessary for us to supply the Service.
2. We do not supervise, control or authorise access, use, receipt or transmission of material via the Services. We are not responsible for the content, nature or form of that material.
3. We do not supervise or control whether material sent or received via the Services is sent or received correctly or if it is corrupted or intercepted.
4. We will not be liable for any loss, cost, damage, expense or liability related to your use, or use by other persons, of the Services in breach of this Fair Use Policy.
5. We may, without liability, suspend or cancel your Services without notice if we reasonably consider that you, or other persons, have, or are likely, to breach this policy. We may also take any of these steps if directed to do so by a regulatory or other law enforcement body, or where any of our suppliers, acting reasonably, inform us of a breach or likely breach of this Fair Use Policy. We may suspend or cancel your Service whether or not the breach, or likely breach, is intentional or authorised by you.
6. We may, without liability, block access to, remove, or refuse to post any content that we consider is offensive, indecent, or otherwise inappropriate regardless of whether the content or its publication is unlawful.
7. We may, without liability, implement traffic management measures to ensure that any heavy users do not affect the Services for other customers on the network, including but not limited to speed management (shaping) or bandwidth allocation management and call barring.
8. We reserve the right to review and subsequently terminate the all-inclusive call bundles' packages if suspected that the individual use seems excessive.
9. We reserve the right to vary the terms of this Fair Use Policy from time to time. Changes will be published to our website. Continued use of the Services after the changes take effect will constitute acceptance of these changes.