

Fair Use Policy

This Fair Use policy applies to all services provided by us.

It is important to us that all eligible customers are able to access our Services. Accordingly, we have devised a Fair Use Policy which applies to:

- Usage of Our Services and Plans; and
- Any promotions or Services which are advertised by us as subject to the Fair Use Policy ("Fair Use Promotions").
- We reserve the right to vary the terms of the Fair Use Policy from time to time.

We may rely on the Fair Use Policy where:

- Your usage of Our Services is unreasonable; or
- Your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.
- Unreasonable Use

It is unreasonable use of Our Services where your use of Our Services is reasonably considered by us to be excessive, fraudulent or to adversely affect Our Network or other customers' use of, or access to, one of our Services or Our Network.

It is unreasonable use of a Fair Use Promotion, where your participation in a Fair Use Promotion is reasonably considered by us to be excessive, fraudulent or to adversely affect Our Network or other customers' use of, or access to, one of our Services or Our Network.

Among other things, "fraudulent use" includes resupplying one of our Services without Our consent so that someone else may access, or use, Our Data Services or take advantage of a Fair Use Promotion.

Our Rights

Where you are in breach of this Fair Use Policy, we may contact you to discuss changing your usage so that it conforms to this Fair Use Policy.

If, after we have contacted you, your excessive or unreasonable use continues, we may, without further notice to you:

- Suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary; and/or
- Terminate your agreement with us.