

Fair Use Policy

Our Fair go policy is about fairness between our customers, us and our carrier in terms of use and expectations, and allows us to provide high quality and low cost mobile services to you. This policy applies to all our telecommunication services: making and receiving calls, sending and receiving SMS and MMS messages and the use of data services. Our carrier also has a Fair Go Policy which applies to us and our customers which is available on their website and corresponds closely with our policy. We require all our customers to comply with both policies.

As all our customers are 'personal use' individual customers, our services are provided on the express understanding that these are used by you for personal and reasonable private use only and not for business related purposes, commercial promotions, spamming or similar bulk usage that result in unreasonable usage. Using our personal plans for business purposes – including carrying out the operations of large groups and organisations – falls outside personal use parameters and is prohibited. We have certain 'personal use parameters' and under our Fair Use Policy we expect you to stay within these parameters. If you would like more details from us on these parameters, please contact us via our support portal.

This does not mean that we will stop you using our plans for periodic business calls – but it does mean that if our systems (or our carrier's systems) show that your usage is clearly at 'commercial' levels or reflects continued open call sessions, mass-(SMS or email) mailouts, or similar, then you may be deemed to be subjecting our network to unreasonable (and possibly even improper) use. We do act reasonably in assessing your use and determining whether we consider it goes beyond personal use parameters or is otherwise unreasonable or improper. But if our carrier tells us that in their view your use is unreasonable then we have to take action under this policy.

Our 'Unlimited Offers' are provided on the basis that these will be used in an ordinary manner and for an ordinary purpose, on our network and not for any commercial or non-ordinary purpose.

Under this policy we (or our carrier) may consider your use to be:

commercial, or non-ordinary, and so unacceptable, if your usage:

- (1) is consistently (in our reasonable opinion or that of our carrier) outside personal use parameters;
- (2) relates to running a telemarketing business or call centre;
- (3) involves re-supplying or reselling the service;
- (4) your use of an 'Unlimited' product component does not comply with the terms of the offer;
- (5) other activity which would not be reasonably regarded as ordinary use;

unreasonable if your usage or activity:

- (1) adversely affects any part of our network or our host carrier's network or
- (2) adversely affects the ability of other of our customers to use a service,
- (3) involves use in connection with a device that switches or reroutes calls to or from any part of our network or any part of our host carrier's network, or
- (4) appears to be continuous or in excess of what is reasonably possible for an individual – for example:

- leaving a call connection open for purposes unrelated to making a call, or while in an unattended state for a prolonged period of time - whether or not that use as a commercial purpose or intent (examples might include use in a security device, baby monitor etc);
- using our services for mass distribution to a large number of recipients;
- using our services to provide call centre services, to carry out telemarketing or for other business use involving high volume, repetitive, or continued long-usage sessions;

improper if you:

- (1) distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- (2) defame, harass or abuse anyone or violate their privacy;
- (3) contravene any applicable laws;
- (4) distribute or make available material that is misleading or deceptive as to your identity;
- (5) infringe any person's intellectual property rights;
- (6) monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so;
- (7) interfere or disrupt the service, any computer system access through it or any other person's use of it; or
- (8) fail to comply with any rules imposed by any third party whose content or service you access using the service in a manner that is actionable or misuse their content, for example, you wrongfully copy, publish, re-publish, re-distribute, re-communicate or otherwise commercially exploit their content in any form or by any method whatsoever (including but not limited to framing, linking, posting in news groups and any other form of copying by persons other than as approved by the content provider);
- (9) cause us to breach any law or relevant industry code of practice, notification or direction by any relevant regulatory authority.

If we (or our carrier) determine that you use is commercial or non-ordinary, unreasonable, or improper then (depending on the circumstances) we:

- (1) may suspend or terminate your service immediately without notice;
- (2) will co-operate with other carriage service providers to control unacceptable user behaviour;
- (3) may give your details to the police and to other law enforcement agencies if you are suspected of breaking any laws in connection with the use of the service;
- (4) may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients);
- (5) may exercise any other rights we have under our consumer terms and conditions;
- (6) may remove any content from our servers;
- (7) may filter the content made available to you via the service or restrict your access to a particular site;

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(8) may take any other action we deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.