

# Fair Use Policy



## What is the Fair Use Policy?

Our Fair Use Policy is intended to ensure that our customers do not use our services or Fair Use offers in a way which could affect the reliable operation of our carrier's network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended retail purposes for which they are supplied to you will not breach our Fair Use Policy.

You must adhere to our Fair Use Policy when you use any of our special offers giving you calls or data usage free, or at rates lower than the standard rates for such calls or data usage as set out in our Agreement. These are sometimes known as, and referred to in this document as, "Fair Use" offers.

Fair Use offers include any plan (or part of a plan) that is expressed to be 'unlimited' and/or any plan that expressly incorporates the Fair Use Policy in its terms and conditions. If our Fair Use offers cover non-voice calls, then you must adhere to the Fair Use Policy when you make voice calls and/or non-voice calls. We reserve the right to amend our Fair Use Policy from time to time.

## Excessive and unreasonable use

The Fair Use offers we make available are for retail customers to use for personal, domestic or ordinary household use or, where the Fair Use offer is made available by us as a business plan, for business customers to use for legitimate business purposes.

We consider excessive or unreasonable use to occur where usage activity could adversely affect any part of our network or our carrier's network or could adversely affect the ability of other users of our services to use our service.

Without limitation, we consider that excessive or unreasonable use will occur if you:

- a) resell or commercially exploit any of our services or SIM cards; or
- b) re-route call traffic or data in order to disguise the originating party or for the purposes of resale; or
- c) abuse a Fair Use offer where, in our reasonable opinion, you have taken, or are taking, unfair or unreasonable advantage of a Fair Use offer. Examples of unreasonable uses of our service include, but are not limited to:
  - a. leaving a call connection open for a purpose unrelated to making a call, or while in an unattended state for a prolonged period of time, such as, for example, for monitoring purposes;
  - b. mass distributing communications to a large number of recipients, such as, for example, group or bulk SMS or MMS communications;
  - c. providing call centre services to carry out, for example, telemarketing or such other similar communications;
  - d. using software (such as, for example, an automated agent) to maintain a connection on, or reconnect to, our service when you are not personally using such connection, or attempting to make more than one simultaneous connection to our service; or
  - e. using a device that switches or reroutes calls to or from any part of our network or any part of our carrier's network; or
  - f. using a SIM card that we provide to you in a handset or other device that is not of a kind approved by us for use on our carrier's network.

## Fraudulent or illegal use

You must not use any of our services for or in connection with an illegal purpose.

You must not use any of our Fair Use offers in a way that we consider, acting reasonably, to be fraudulent use. Fraudulent use of a Fair Use offer includes, for example, resupplying our service without our consent, so that someone else can take advantage of a Fair Use offer.

### What we can do – home phone and mobile services

If we consider, acting reasonably, that you are in breach of our Fair Use Policy, we will tell you by writing to you, telephoning you or sending you a text message notifying you of the breach (Breach Notice).

If you receive a Breach Notice and do not immediately thereafter limit your use of our service for a continuous period of time which we, acting reasonably, will advise you, to a way permitted under our Fair Use Policy, or otherwise contact us and resolve our concerns about your use of our service to our reasonable satisfaction, we may:

- a) suspend or cancel your service; and/or
- b) charge you our standard tariffs for your use of our service which was in breach of our Fair Use Policy in the month to which the Breach Notice relates. Standard tariffs applicable to your mobile service are contained within the Critical Information Summary for each plan, published by us on our website <https://screwlooseit.com.au/>

### What we can do – Broadband services

If we consider, acting reasonably, that you are in breach of our Fair Use Policy, by using our Fair Use offer for commercial use, sale or exploitation or for a fraudulent or illegal purpose, we may suspend or cancel your service without notice.



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