



## Fair Use Policy

### ABOUT THIS POLICY

This is the AQUA Mobile Fair Use Policy. It only applies the AQUA Mobile Digital Mobile Service as applicable to you, the individual user. In this Policy, 'service' or 'services' means the AQUA Mobile Digital Mobile Service and 'Our network' refers to any carrier network used for the delivery of mobile GSM services to AQUA Mobile customers.

### LIMITATION OF USE - PRIMARY DATA DEVICES IN VOICE RATE PLANS

For primary voice plans with a data allowance AQUA Mobile does not allow the use of non-standard tethering and data usage where the voice SIM card has been placed directly into a Tablet device or Mobile Broadband Modem (primary data device), this type of configuration is not supported by AQUA Mobile. Data usage from a non-approved primary device is prohibited in a standard voice rate plan, usage incurred from a non-approved device is not rated within the data allowance for that specific voice rate plan and is charged as excess data. For the avoidance of any doubt for a Tablet device or Modem AQUA Mobile has data only rate plans that must be utilized for this set up.

### UNLIMITED VOICEMAIL - UNREASONABLE USE

a) As set out above, this policy applies to use of the Voicemail value added service by small or medium business customers connected to a plan offering 'Unlimited Voicemail'

b) To ensure the availability of our services to all eligible customers, if we consider your use of the Unlimited Voicemail offer is unreasonable, then we may suspend your access to that or any other promotion or offer immediately and without notice to you. We will then charge you our standard rates for your use of the Voicemail value added service (as set out in the standard pricing table or the company's rate sheet for that value added service).

c) Please note that our right to suspend or cancel the value added service without notice to you under this clause overrides any requirement we may have to give you notice in other parts of the Standard Form of Agreement

d) Without limiting the meaning of 'unreasonable', we:

(i) Supply the Voicemail value added service to you for the purpose of you storing or retrieving voicemail for business purposes, but not for the purposes of re-sale, re-supply or commercial exploitation. We consider your use of the value added service to be unreasonable if you store or retrieve voicemail on our network for the purpose of re-sale, re-supply or commercial exploitation, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

(ii) Also consider your use of the value added service to be unreasonable if:

A. Your usage of the value added service affects other customers' access to the network; or

B. You set up switch devices which have the effect of potentially keeping a line open for hours and limiting the ability for other customers to access the network or the network of any supplier.

### “UNLIMITED” OFFERS

a) This section applies to any component of your postpaid mobile plan or offer that is described as 'unlimited' including, but not limited to, unlimited calls, SMS, MMS, voicemail, data offers where we supply the service for the purpose of you making ordinary calls and or sending ordinary SMS or MMS from your mobile phone on our network but not for any commercial or non-ordinary purpose (collectively referred to as “Unlimited Offers”).

#### AQUA MARKETING PTY LTD

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- b) Without limiting our rights under the agreement, where we consider your use of the Unlimited Offers is for a commercial or non-ordinary purpose or your use of the Unlimited Offers does not comply with the terms of the offer then we may immediately and without notice to you suspend your access to the Unlimited Offers.
- c) We may then charge you our standard rates for those activities that we have determined were made for a commercial or non-ordinary purpose (as set out in the standard pricing table for the relevant service as at the date of the activity).
- d) Please note that our right to suspend or cancel the service without notice to you under this clause overrides any requirement that we have to give you notices in other parts of the agreement, as applicable to you.
- e) Commercial or non-ordinary purpose includes, but is not limited to, the following activities:
- (i) running a telemarketing business, call center or any other similar business;
  - (ii) SIM boxing or using the service (including any AQUA Mobile SIM card) in connection with a device that switches or re-routes calls to or from our network or the network of any supplier;
  - (iii) re-supplying or reselling the service;
  - (iv) wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network

## **YOUTUBE MOBILE USAGE**

### **a) EXCESSIVE USE**

As set out above, this policy applies to all YouTube Mobile usage. To ensure the availability of our services to all eligible customers, if you are an excessive user of YouTube Mobile we may request that you reduce your use of YouTube Mobile. If excessive use of YouTube Mobile continues following this request, we may charge any excess usage at your peak digital mobile rate.

### **b) UNREASONABLE USE**

In addition, and without limiting our rights under the agreement, where we consider your use of the YouTube Mobile service, data accessed within and from the YouTube Mobile service (excluding any Unlimited Offers), is unreasonable, then we may suspend your access to the YouTube Mobile service immediately and without notice to you. We will then charge you correspondingly as a result thereof.

Without limiting the meaning of 'unreasonable', in respect of:

- (i) Unlimited YouTube Mobile service offers for AQUA Mobile customers:
  - We supply the service for the purpose of you to access the service, on our network for your own personal use and not for any commercial purpose.
  - We consider your use of the service to be unreasonable if you are not using this service in accordance with this Fair Use Policy.
  - We consider your use of the service to be unreasonable if you access the YouTube Mobile service for the purpose of re-sale, re-supply or commercial exploitation, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

## **VIDEO CALLING - EXCESSIVE USE**

- a) As set out above, this policy applies to all Video Calling usage. To ensure the availability of our services to all eligible customers, if you are an excessive user of the Video Calling we may request that you reduce your use of this value added service feature. If excessive use of Video Calling continues following this request, we may suspend your access to this value added service feature.
- b) We consider 'excessive' use of Video Calling to be more than 500 video calls per month.

## **FLAT CHARGE ON CALLS - UNREASONABLE USE**

- a) In addition, and without limiting our rights under the consumer terms, the SMB terms, the general terms, or the relevant service description, where we consider your use of a free time or flat charge offer is unreasonable, then we may:
- (i) Suspend your access to that or any other flat charge offer, or
  - (ii) Suspend or cancel the service or your access to a value added service feature, in each case immediately and without notice to you.

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b) Without limiting the meaning of 'unreasonable', we supply the service and each of the value added services for the purpose of you:

(i) Making calls from the receiving calls to your mobile phone, and

(ii) Sending content from and receiving content to your mobile phone on our network for your own personal or business use.

c) We consider your use of the service or a value added service feature, to be unreasonable if you:

(i) Make or receive calls or send or receive content on our network other than for your own personal or business use

(ii) Wholesale any service (including transit, or aggregate domestic or international traffic) on our network,

(iii) Use the service (including any AQUA Mobile SIM card) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

d) We also consider your use of the service or a value added service feature to be unreasonable if you set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access our network.

PLEASE NOTE: For the current information or update you can contact with the customer service team.

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