



Fair Use Policy

This Fair Use policy applies to Oztalk Communications Services.

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

- (a) usage of Oztalk Communications Services and Plans; and
- (b) any promotions or Services which are advertised by Oztalk Communications 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.

Oztalk Communications may rely on the Fair Use Policy where:

- (a) your usage of Oztalk Communications Services is unreasonable; or
- (b) your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.

Unreasonable Use

It is unreasonable use of Oztalk Communications Services where your use of Oztalk Communications Services is reasonably considered by Oztalk Communications to be excessive, fraudulent or to adversely affect the Oztalk Communications Network or other Oztalk Communications customers' use of or access to a Oztalk Communications Service or the Oztalk Communications Network.

It is unreasonable use of a Fair Use Promotion where Your participation in a Fair Use Promotion is reasonably considered by Oztalk Communications to be excessive, fraudulent or to adversely affect the Oztalk Communications network or another Oztalk Communications customer's use of or access to a Oztalk Communications service or the Oztalk Communications network.

Among other things, "fraudulent use" includes resupplying a Oztalk Communications Service without Oztalk Communications's consent so that someone else may access or use Oztalk Communications Data Services or take advantage of a Fair Use Promotion.

Our Rights

Where You are in breach of this Fair Use Policy, Oztalk Communications may contact You to discuss changing Your usage so that it conforms to this Fair Use Policy.

If, after Oztalk Communications has contacted you, Your excessive or unreasonable use continues, Oztalk Communications may, without further notice to you:

- (a) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; and/or
- (b) terminate Your agreement with Oztalk Communications.