

Fair Use Policy

CUSTOMER DOCUMENT · WHOLESALECOMMS

This Fair Use policy applies to Wholesalecomms Services.

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

- usage of Wholesalecomms Services and Plans; and
- any promotions or Services which are advertised by Wholesalecomms 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.

Wholesalecomms may rely on the Fair Use Policy where:

- your usage of Wholesalecomms 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 Wholesalecomms Services where your use of Wholesalecomms Services is reasonably considered by Wholesalecomms to be excessive, fraudulent or to adversely affect the Wholesalecomms Network or other Wholesalecomms customers' use of or access to a Wholesalecomms Service or the Wholesalecomms Network.

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

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

Our Rights

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

If, after Wholesalecomms has contacted you, Your excessive or unreasonable use continues, Wholesalecomms 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 Wholesalecomms.