



Vodafone's Standard Terms for the Supply of Services

Section 4 – Fair Use Policy

This version applies from 30 June 2020

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ABN 76 096 304 620

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## FAIR USE POLICY

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### Summary

1. This Fair Use Policy forms part of Our Standard Terms and the meanings given to words in the Standard Terms also apply in this Fair Use Policy.
2. Our Fair Use Policy applies to Your use of any Service.
3. The purpose our Fair Use Policy is to ensure that Our customers responsibly access Our Services to assist us to deliver high quality, safe and secure Services to You and Our other customers. To achieve this, Our Fair Use Policy sets out Your responsibilities when using Our Services (including access to the internet) and the consequences if Your use Our Services in an unreasonable way.
4. The Standard Terms also contain prohibitions on using the Service in an unlawful ways or for reasons We consider a breach of Your agreement.

### What is unreasonable use?

5. Your use of a Service is unreasonable if You use Our Service in a way that is:
  - (a) contrary to the way We intended the Service to be used (“unintended use”); or
  - (b) unacceptable.
6. “Unintended” means using the Service in a way that We did not intend and includes:
  - (a) using Our Service in a way that a reasonable person would not regard as ordinary;
  - (b) using the Service for re-supply to another person or in a way that an ordinary person would reasonably regard as commercial use, unless Your Service was described to be used for commercial purposes;
  - (c) using the Service in a way that an ordinary person would reasonably regard as business use, unless you are a business customer using a Service sold for business purposes;
  - (d) placing calls to 18xx or 13xx numbers to make indirect calls through other providers (including to calling card providers);
  - (e) using the Service to make international calls without paying long-distance charges by dialling certain access numbers, or using the Service for the purposes of arbitrage;
  - (f) using the Service with a device that automatically dials numbers that are either generated randomly or from a list;
  - (g) using a SIM sold for one purpose for a different purpose, for example using a 'mobile voice' SIM in a non 'mobile voice' device or using a SIM sold for machine-to-machine use in a device not used for machine-to-machine communications;
  - (h) using the Service for multiple simultaneous calling, except where using standard conference call features;
  - (i) using the Service for bulk messaging;
  - (j) using the Service for auto-dialling or continuously call forwarding;
  - (k) using the Service for machine-to-machine communication, unless specifically sold to you for that purpose;
  - (l) making calls or sending TXTs which aren't standard person-to person communications;
  - (m) using the Service for application-to-person communication;
  - (n) using the Service to disguise the origin of a use or communication;
  - (o) using the Service to access, monitor or use any data or traffic on any systems or networks without authority or consent; or
  - (p) using the Service to exploit any network and/or protocol misconfiguration or weakness that may cause a data charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element, therefore allowing customer traffic to proceed without checking of balance, time/volume limits, speed tier changes, deduction of funds or monthly charges for use of the service.

7. "Unacceptable" means using the Service in a manner that may create risks to the performance, security or integrity of any network or system (including Our own), and includes using the Service:
  - (a) in a way that adversely affects any system or network, for example, by:
    - (i) causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network; or
    - (ii) exploiting any misconfiguration or weakness of a system or network;
  - (b) in a way that creates a risk to the security or integrity of any system or network, for example by:
    - (i) overloading, or otherwise flooding a system or network; and
    - (ii) probing, scanning or testing the vulnerability of a system or network;
  - (c) without authorisation, to:
    - (i) access, monitor or use any data or traffic on any system or network; or
    - (ii) adversely affect any person's use of, or, access to any system or network.

These examples are not an exhaustive list of uses which We consider unacceptable.

#### **Your use of the internet**

8. Where Our Service allows you to access the internet you:
  - (a) must ensure Your access or use of the internet (whether by yourself or any third party) is not in breach of this Fair Use Policy; and
  - (b) are responsible for all risks associated with Your use of Our Service to access the internet.

#### **Our Rights and breach of the Fair Use Policy**

9. We reserve the right to apply Our Fair Use Policy at Our discretion and on a case-by-case basis.
10. We may contact You to alert of Your breach of Our Fair Use Policy, however, if We believe it is reasonably necessary in the circumstances, if you breach this Fair Use Policy We may, without notice to You:
  - (a) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary, in the circumstances; and/or
  - (b) terminate Your agreement in accordance with the relevant Part of Section 2, Terms and Conditions of the Standard Form of Agreement.