

Think Mobile Fair Use Policy

This Fair Use Policy (“Policy”) outlines acceptable use of the following Think Mobile services:

- Think Mobile 4G Classic Service (Telstra’s 3G and 4G mobile network service)
- Think Mobile 4G Swift Service (Vodafone 4G Wholesale mobile network service)

This Policy is in addition to any restrictions or conditions contained in the Think Mobile Service Agreement.

All customers (the “customer”, “you”, or “your”) and all others who use this Service must comply with this Policy. Your failure, or others’ failure, to comply with this Policy could result in the suspension or termination of your or their service accounts. Therefore, you should take steps to ensure that you are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the services and notify Think Mobile so that it can close your account.

Prohibited Uses and Activities

If you are a residential customer our services are for your personal use only.

If you are a business customer, including a small to medium business customer, our services are for your use in the ordinary course of business.

You may not use the service in a manner which is “unintended” or “unacceptable”.

Unintended Use

Here are some examples of uses which we consider “unintended”:

- using the service in a way that a reasonable person would not regard as ordinary;
- 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;
- 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;
- placing calls to 18xx or 13xx numbers to make indirect calls through other providers (including to calling card providers)
- 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;
- using the service with a device that automatically dials numbers that are either generated randomly or from a list;
- wholesaling any service or using the service in connection with any device that switches or reroutes calls potentially keeping a line open for hours;
- using a SIM sold for one purpose for a different purpose, for example using a SIM sold for machine-to-machine use in a device not used for machine-to-machine communications;
- using the service for multiple simultaneous calling, except where using standard conference call features;
- using the Service for bulk messaging;
- using the service for auto-dialling or continuously call forwarding;
- making calls or sending SMS which aren’t standard person-to person communications;
- using the service for application-to-person communication;
- using the service to disguise the origin of a use or communication;
- using the service to access, monitor or use any data or traffic on any systems or networks without authority or consent

Unacceptable Use

You may not use our services in any manner which improperly interferes with another person's use of our services or for illegal or unlawful purposes.

Here are some examples of uses which we consider “unacceptable”. This is not intended to be an exhaustive list:

- if you provide us with false user information to use the service;
- using the service to send unsolicited or unwanted commercial electronic messages to individuals or businesses;
- using the service to gain improper access to another person's private or personal information;
- using the service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- using the service to defame, harass or abuse anyone or violate their privacy;
- contravening any applicable laws when you use the service;
- using the service to communicate with emergency service organisations where an emergency situation does not exist;
- using the service to distribute or make available material that is misleading or deceptive as to your identity;
- infringing any person's intellectual property rights, including copyright, when you use the service;
- using the service to monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so;
- using the service in a way which interferes or disrupts the service, any computer system access through it or any other person's use of it;
- using the service to obtain or attempt to obtain unauthorised access to any computer, system or network or breaching the security or authentication measures for a service or network;
- using the service in a manner designed to compromise the security or interfere with the operation of the service or any other computer, system or network.
- Disabling or causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network including, without limitation, via means of overloading it, denial or service attacks or flooding a network;
- Using the service to support any substantial carrier or service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or
- Using the service to support connections providing or enabling carrier or service provider interconnection;

Your use of the Internet

Where our products and services allow you access to the internet, you are responsible for any use or misuse of the services, even if they were used, with or without your consent, by another person who gains access to them.

You are responsible for all risks associated with use of a Think Mobile service. Think Mobile does not bear any responsibility or liability relating to your use of the internet.

You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect of content which is likely to be considered unsuitable for children.

You must comply with any rules imposed by any third party whose content or service you access using your Think Mobile service. You may not copy, publish, re-publish, re-distribute, re-communicate, or otherwise commercially exploit such content in any form or by any method

whatsoever. This prohibition includes framing, linking, posting in news groups and any other form of copying unless approved by the content provider.

We may block access to, remove, or refuse to post any content which you attempt to post which we consider offensive, indecent, unlawful or otherwise inappropriate regardless of whether such content is actually unlawful.

We may be directed by a regulatory or other law enforcement body to remove content from our servers or to prevent users from accessing content from the Internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the Internet by a copyright owner.

Violation of this Fair Use Policy

Think Mobile will respond appropriately if it becomes aware of inappropriate use of the service.

Think Mobile prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. However, if the service is used in a way that Think Mobile, in its discretion, believes violates this Policy, Think Mobile may take any responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of all or any portion of the service. Neither Think Mobile nor its agents will have any liability for any of these responsive actions. These actions are not Think Mobile's exclusive remedies and Think Mobile may take any other legal or technical actions it deems appropriate with or without notice.