

Dr Telco

Telecommunications

DR TELCO

FAIR USE POLICY

This is Dr Telco's Fair Use Policy.

In this Fair Use Policy:

1. 'you' means you, the customer (a person who contracts with Dr Telco for a service (including for supply of that service to another person) or who acquires a service from us, or who seeks to do either of those things), and 'your' has a corresponding meaning; and
2. 'we', 'our', 'us' and 'Dr Telco' means Dr Telco Pty Ltd ACN 164 155 980 and includes its successors and assigns.

Fair Use Policy: BUSINESS USE

What is the Fair Use Policy?

1. If you are acquiring our services predominantly for the purpose of personal, domestic or household use, the Fair Use Policy: PERSONAL USE set out below on page 7 and following applies to you. Otherwise, this Fair Use Policy – BUSINESS USE applies to you.
2. It is important to Dr Telco that our customers can access our services and that no customer is disadvantaged by the behaviour of others. For this reason, you must follow our Fair Use Policy when you use or access:
 - 2.1 any of our services, including any of our mobile phone plans, combined phone and data plans or data only plans; or
 - 2.2 any of our special offers promoted as giving you calls, text or multimedia messaging or data usage in unlimited amounts, for free or at rates lower than the standard rates for such calls, messaging or data usage as set out in our Standard Terms and Conditions (our 'Fair Use Promotions').
3. The purpose of our Fair Use Policy is to ensure that our customers do not use our services or Fair Use Promotions in an excessive, unreasonable, unlawful or fraudulent manner or in connection with equipment that has not been approved by Dr Telco. Such usage may impact the reliable operation of our services.
4. We can rely on our Fair Use Policy where we reasonably consider that you have used our services or Fair Use Promotions in a way that is excessive, unreasonable or unlawful (as set out on pages 3 to 5) or in the situations set out below under "Commercial Use".

Commercial Use

5. Our services and Fair Use Promotions are intended for retail customers for their own personal and business usage. We do not provide them for customers who use or intend to use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers). The following clauses are intended to ensure that this occurs.
6. You must not resell or commercially exploit any of our services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale.
7. You must not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.
8. You can only use a SIM card that we provide you with handsets or other devices that have been approved by us for use on our networks.
9. We can rely on our Fair Use Policy if we reasonably think that you have breached any of the three previous clauses.

Excessive use of Fair Use Promotions

10. You must not use any of our Fair Use Promotions (including any Fair Use Promotion which has been promoted as providing unlimited calls, messaging or usage) in an excessive manner.
11. We consider the following to be excessive use of a Fair Use Promotion:
 - 11.1 for Fair Use Promotions about SMS text messages, more than [150] SMS text messages from a mobile phone each day;
 - 11.2 for Fair Use Promotions about MMS messages, more than [10] MMS messages sent from a mobile phone or device to a mobile phone or email address each day;

Unreasonable use

12. You must not use any of our services or Fair Use Promotions in a manner that is unreasonable. We consider it unreasonable where you use a service or Fair Use Promotion:
 - 12.1 fraudulently (including resupplying our service without our consent, so that someone else can take advantage of our service or a Fair Use Promotion); or
 - 12.2 in a manner that causes significant network congestion.

Unlawful use

13. To the extent that your use of our services provides you with access to the Internet, you must be over the age of 18 years, or if you are not over 18 years of age, you must obtain the consent of an adult guardian before accessing our services.
14. You must not use our services in a manner which interferes with the rights of other users, including that you must not:
 - 14.1 provide false user information to us or other users;
 - 14.2 send large amounts of unsolicited or unwanted emails or messages to individuals or individual business accounts; or
 - 14.3 gain access to a person's private information (or attempt to do so).
15. In using our services, you must not break any laws or infringe the rights of other persons, including that you must not:
 - 15.1 distribute or make available offensive, pornographic, illegal or confidential material;

- 15.2 defame or harass anyone or violate their privacy;
 - 15.3 distribute or make available material that is misleading or deceptive as to your identity;
 - 15.4 infringe any person's intellectual property rights;
 - 15.5 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; or
 - 15.6 interfere or disrupt our service or any other person's use of it.
16. You must comply with any rules imposed by any third party whose content or service you access using our services.

What we can do

17. If we reasonably believe that you are in breach of this Fair Use Policy, we can:
- 17.1 cancel or limit your right to use a Fair Use Promotion without telling you before we do so; and
 - 17.2 suspend or cancel the provision of our services which have been used in connection with the Fair Use Promotion by telling you in writing 30 days before we do so.
18. If we believe on reasonable grounds that you are in breach of this Fair Use Policy, you must pay us the standard applicable retail rate (without any Fair Use Promotion applied) calculated from the date of the breach. You must do so for all of the services which have been used in connection with the Fair Use Promotions.
19. If you have already paid us for such services, you must pay us the difference between the standard applicable retail rate (without any Fair Use Promotion applied) and the amount you have paid to us.
20. To detect and deal with breaches of clauses 13 to 16 of this Fair Use Policy, we:
- 20.1 will co-operate with other carriage service providers to control unacceptable user behaviour;
 - 20.2 may give your details to the police and to other law enforcement agencies if you are suspected of breaking any laws in connection with the use of our service;
 - 20.3 may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients);

- 20.4 may exercise any rights we have under our Standard Terms and Conditions, including suspending or cancelling use of the service,
- 20.5 may remove any content from our servers;
- 20.6 may filter the content made available to you via our services or restrict your access to a particular site; and
- 20.7 may take any other action we deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.

Fair Use Policy: PERSONAL USE

What is the Fair Use Policy?

1. If you are acquiring our services predominantly for the purpose of personal, domestic or household use, this Fair Use Policy – PERSONAL USE applies to you. Otherwise, the Fair Use Policy – BUSINESS USE set out above at page 2 and following applies to you.
2. It is important to Dr Telco that our customers can access our services and that no customer is disadvantaged by the behaviour of others. For this reason, you must follow our Fair Use Policy when you use or access:
 - 2.1 any of our services, including any of our mobile phone plans, combined phone and data plans or data only plans; or
 - 2.2 any of our special offers promoted as giving you calls, text or multimedia messaging or data usage in unlimited amounts, for free or at rates lower than the standard rates for such calls, messaging or data usage as set out in our Standard Terms and Conditions (our 'Fair Use Promotions').
3. The purpose of our Fair Use Policy is to ensure that our customers do not use our services or Fair Use Promotions in an excessive, unreasonable, unlawful or fraudulent manner or in connection with equipment that has not been approved by Dr Telco. Such usage may impact the reliable operation of our services.
4. We can rely on our Fair Use Policy where you have used our services or Fair Use Promotions in a way that is excessive, unreasonable or unlawful (as set out below) or in the situations set out below under "Commercial Use".

Commercial use

5. Our services and Fair Use Promotions are intended for retail customers for their own personal and business usage. We do not provide them for customers who use or intend to use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers). The following clauses are intended to ensure that this occurs.
6. You must not resell or commercially exploit any of our services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale. If you breach this clause the Fair Use Policy – BUSINESS USE set out above applies to you.
7. You may not use our services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider. If you breach this clause the Fair Use Policy – BUSINESS USE set out above applies to you.
8. You can only use a SIM card that we provide you with handsets or other devices that have been approved by us for use on our networks. We can rely on our Fair Use Policy – PERSONAL USE if we reasonably think that you have breached this clause.

Excessive use of Fair Use Promotions

9. You must not use any of our Fair Use Promotions (including any Fair Use Promotion which has been promoted as providing unlimited calls, messaging or usage) in an excessive manner.
10. Unless the terms relating to a specific Fair Use Promotion state otherwise, we consider the following use to be excessive use of a Fair Use Promotion:
 - 10.1 for Fair Use Promotions about SMS text messages, more than [150] SMS text messages from a mobile phone each day;
 - 10.2 for Fair Use Promotions about MMS messages, more than [10] MMS messages sent from a mobile phone or device to a mobile phone or email address each day;

Unreasonable use

11. You must not use any of our services or Fair Use Promotions in a manner that is unreasonable. We consider it unreasonable where you use a service or Fair Use Promotion:
 - 11.1 fraudulently (including resupplying our services without our consent, so that someone else can take advantage of the services or a Fair Use Promotion); or
 - 11.2 in a manner that causes significant network congestion.

Unlawful use

12. To the extent that your use of our services provides you with access to the Internet, you must be over the age of 18 years, or if you are not over 18 years of age, you must obtain the consent of an adult guardian before accessing our services.
13. You must not use our services in a manner which interferes with the rights of other users, including that you must not:
 - 13.1 provide false user information to us or other users;
 - 13.2 send large amounts of unsolicited or unwanted emails or messages to individuals or individual business accounts; or
 - 13.3 gain access to a person's private information (or attempt to do so).
14. In using our services, you must not break any laws or infringe the rights of other persons, including that you must not:

- 14.1 distribute or make available offensive, pornographic, illegal or confidential material;
 - 14.2 defame or harass anyone or violate their privacy;
 - 14.3 distribute or make available material that is misleading or deceptive as to your identity;
 - 14.4 infringe any person's intellectual property rights;
 - 14.5 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; or
 - 14.6 interfere or disrupt our service or any other person's use of it.
15. You must comply with any rules imposed by any third party whose content or service you access using our services.

What we can do

16. If you are in breach of our Fair Use Policy, we will tell you by writing to you, telephoning you or sending you a text message. If you do not follow our Fair Use Policy (or fix the breach) within 30 days of us telling you, we can cancel or limit your right to use a Fair Use Promotion or we can suspend or cancel your mobile services.
17. To detect and deal with breaches of clauses 12 to 15 of this Fair Use Policy, we:
- 17.1 will co-operate with other carriage service providers to control unacceptable user behaviour;
 - 17.2 may give your details to the police and to other law enforcement agencies if you are suspected of breaking any laws in connection with the use of our service;
 - 17.3 may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients);
 - 17.4 may exercise any rights we have under our Standard Terms and Conditions, including suspending or cancelling use of the service;
 - 17.5 may remove any content from our servers;
 - 17.6 may filter the content made available to you via our services or restrict your access to a particular site; and
 - 17.7 may take any other action we reasonably deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.