

# Reward Mobile Fair Use Policy

## Business and Personal Use

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## Reward Mobile Fair Use Policy – Personal Use

### What is the Fair Use Policy?

Reward Mobile feel it is important for all our customers to have the same access to our services. For this reason Reward Mobile has implemented a Fair Use Policy that relates to the usage of services that may be deemed fraudulent, excessive, or outside the terms in which the original contract was made. This applies to any Reward Mobile plans, promotions or special offers. This Fair Use Policy ensures the quality and fairness of service for all customers.

Special offers described in this policy apply to any Reward Mobile promotion or limited offer where discounts or lower rates for service may apply.

- 1.1 Our Fair Use Policy is intended to ensure that our customers do not use our services or special offers in an excessive, unreasonable or fraudulent manner or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended retail purposes for which they are supplied to you will not breach our Fair Use Policy.
- 1.2 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 **Error! Bookmark not defined.** and following applies to you.
- 1.3 If our Fair Use offers cover non-voice calls, then you must follow the Fair Use Policy when you use both voice calls and non-voice calls.
- 1.4 We can rely on our Fair Use Policy where you have used our Fair Use offers in a way that is excessive or unreasonable (as set out below on page 3) or in the situations set out below under “Commercial use”.

### Commercial use

- 1.5 The services and Fair Use offers we make available under this section of Our Customer Terms are intended for retail customers to use for their own personal and business usage. We make available wholesale services under other sections of Our Customer Terms. Such wholesale services are made available pursuant to terms and conditions (including prices) which are intended to provide both us and our customers a fair commercial return. Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs.
- 1.6 You must
  - a) not resell or commercially exploit any of our mobile services or SIM cards.
  - b) 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.

c) 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. If you breach this clause the Fair Use Policy – Business Use set out above applies to you.

d) 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.

1.7 We can rely on our Fair Use Policy – Personal Use if we reasonably think that you have breached any of the above clauses.

#### **Excessive use**

1.8 You must not use any of our Fair Use offers in a way that is excessive.

1.9 Unless the terms relating to a specific Fair Use offer state otherwise, we consider that using more than 1000 minutes each month on any mobile service for two consecutive months is excessive use of our service or special offers.

In the case of special offers and/or discounted SMS text messages, we consider that excessive use is more than 50 SMS text messages from a mobile phone each day.

1.10 In the case of Fair Use offers about MMS, we consider that excessive use is MMS sent to more than 30 people each day where each MMS is sent to a mobile phone or email address.

#### **Unreasonable use**

1.11 You must not use any Reward Mobile services or special offers in a way that is unreasonable. We consider it unreasonable where you use a special offer fraudulently or in a manner that causes significant network congestion. Fraudulent use of any Reward Mobile service or special offer covers resupplying our mobile service without our consent, so that a third party can take advantage of a the offer.

#### **What we can do**

1.12 If we reasonably believe that you are in breach of this Fair Use Policy, we can:

(a) cancel or limit your right to use a special offer without telling you before we do so; and

(b) suspend or cancel your mobile services which have been used in connection with the special offer by telling you in writing 30 days before we do so.

1.13 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 discount applied calculated from the date of the breach. You must do so for all of the mobile services which have been used in connection with the excessive or unreasonable use breach.

1.14 If you have already paid us for such mobile services, you must pay us the difference between the standard applicable retail rate without discount and the amount already paid to Reward Mobile.