

M2 COMMANDER PTY LIMITED

FAIR USE POLICY

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In respect of the following brands:

**Commander
1410
Australia Star
Call Australia
Commander Express**

**Multelink
Newtel
RSL Com
SC Communications
Your Telecom**

GENERAL TERMS

1. This policy aims to ensure Commander is able to provide quality services to all of our customers, and no customers are disadvantaged by the behaviour of others.
2. This policy should be read in conjunction with the Standard Form of Agreement (SFOA) and is subject to the SFOA.
3. This policy applies to any promotion or plan which is advertised as being or stated to be subject to a Fair Use Policy including (without limitation) where:
 - a. there is a level of free time on calls, or
 - b. there is flat charge for part or all of a call, whether in connection with a specific promotion or pricing plan, or a generally available pricing plan, or
 - c. you may make or receive calls, or send or receive text or multimedia messages , for example SMS, MMS, without limitation, or
 - d. you may connect to and use information services on Optus Zoo (via WAP CSD, WAP GPRS or 3G), or
 - e. you may connect to the Internet using Wireless Internet , or
 - f. Any other promotion or plans which are advertised as being subject to the Fair Use Policy.
This includes, without limitation, Commander to Commander calls, Free Text and Untimed ISDN calls.
4. Commander reserves the right to vary the terms of the Fair Use Policy at any time.
5. An up to date copy of this policy may be obtained from our website www.commander.com.au or by contacting Customer Service on 132777.

UNREASONABLE USE

6. Without limiting the meaning of 'unreasonable', we supply the service and each of the value added services for the purpose of you:
 - a. making calls from and receiving calls to your fixed or mobile phone, and
 - b. sending content from and receiving content to your fixed or mobile phoneon our network or the network of any supplier for your own personal or business use.
7. We consider your use of the service or a value added service feature, to be unreasonable if you:
 - a. make or receive calls or send or receive content on our network other than for your own personal or business use, or
 - b. use the service for Commercial purposes without obtaining our written consent first. Commercial purposes includes, without limitation, the following activities:
 - i. wholesaling any service (including transit, refile or aggregate domestic or international traffic) on our network;

- ii. using the service (including any SIM card) in connection with a device that switches or reroutes calls to or from our network or the network of any supplier;
- iii. using the service or a value added service feature in connection with a switch device which overcomes the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access our network;
- iv. running a telemarketing business or call centre;

We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

ACCEPTABLE USE

8. If you use Web SMS, SMS Broadcast, Optus Zoo (via WAP CSD, WAP GPRS or 3G), Wireless Internet, BlackBerry or any of MobileMail, MobileMail Corporate or MobileMail Business value added services, you must comply with this policy, which is designed to ensure your use of the service does not break any laws or interfere with the right of our other customers to use the service. If you fail to comply, we may suspend or cancel your use of the service or value added service feature.
- a. To the extent that your use of the service provides you with access to the Internet, you must be over the age of 18 years of age, or if you are not over 18 years of age, you must obtain the consent of a parent, teacher or other responsible adult prior to accessing the service.
 - b. You must not use the service in a manner which interferes with the rights of other users. For example, you must not:
 - i. provide false user information to us or other users,
 - ii. send large amounts of unsolicited or unwanted emails or message to individuals or individual business accounts, or
 - iii. send any commercial electronic messages in breach of the *Spam Act*, or
 - iv. gain access to a person's private information (or attempt to do so).
 - c. In using the service, you must not break any laws or infringe the rights of other persons. For example, you must not:
 - i. distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material,
 - ii. defame, harass or abuse anyone or violate their privacy,
 - iii. contravene any applicable laws,
 - iv. distribute or make available material that is misleading or deceptive as to your identity,
 - v. infringe any person's intellectual property rights,
 - vi. 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

- vii. interfere or disrupt the service, any computer system access through it or any other person's use of it.
- d. You must comply with any rules imposed by any third party whose content or service you access using the service.
- e. You may only use any content accessible through the service for personal and non-commercial purposes. You may not otherwise copy, publish, re-publish, re-distribute, re-communicate or otherwise commercially exploit such content in any form or by any method whatsoever. For the avoidance of doubt, this prohibition includes framing, linking, posting in news groups and any other form of copying by persons other than as approved by the content provider.
- f. To detect and deal with breaches of this policy and to ensure compliance with any relevant industry code of practice, notification or direction by any relevant regulatory authority, we:
 - i. will co-operate with other carriage service providers to control unacceptable user behaviour,
 - ii. 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 the service,
 - iii. 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),
 - iv. may exercise any rights we have under the SFOA, including suspending or cancelling use of the service,
 - v. may remove any content from our servers,
 - vi. may filter the content made available to you via the service or restrict your access to a particular site,
 - vii. may take any other action we deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.

EXCESSIVE USE

- 9. We consider excessive use of:
 - a. free calls to be more than 2,000 free minutes per month per service, and
 - b. SMS to be usage of more than 1,000 SMS text messages sent per month per service, and
 - c. MMS to be usage of more than 1,000 Optus MMS messages sent per month per service.
- 10. The excessive use provisions do not apply to:
 - a. Business First Cap plans, and
 - b. any plan where the term 'unlimited' has been used.

BREACH OF POLICY

11. If your usage is deemed to be excessive, we may ask you to reduce your use of the affected usage type. If usage continues at an excessive level following this request, we may:
 - a. suspend or limit your service or your access to these offers, or
 - b. terminate the Agreement,in each case immediately and without notice to you.
12. If we deem your usage to be unreasonable, we may:
 - g. suspend or limit your service or your access to these offers, or
 - h. terminate the Agreement,
13. Please note, unless the *Telecommunications Consumer Protection Code* applies to your contract with us, that our right to suspend your access to these value added service features **without notice** under this Policy overrides any requirement we may have to give you notice in other parts of the SFOA.