

Fair Use Policy

1st June 2016

Summary

Our Fair Use Policy applies to all Services as defined in the Ignite Broadband Critical Information Summary

- 1) Our Fair Use Policy is designed to ensure:
 - a) the availability of our Services to all eligible Ignite Broadband Customers; and
 - b) that our Services are not used in an unreasonable manner.
- 2) We reserve the right to vary the terms of this Fair Use Policy from time to time.
 - a) We may rely on the Fair Use Policy where Your usage of the Services is unreasonable, as defined below.
 - b) Unless otherwise indicated, capitalised terms used in this Fair Use Policy have the meanings given to them in Our Agreement with You.

Unreasonable Use

It is unreasonable use of a Service where Your use of the Service is reasonably considered by Ignite Broadband to:

- 1) be fraudulent
- 2) involve a non-ordinary use;
- 3) cause significant network congestion, disruption or otherwise adversely affect the Ignite Broadband network, a supplier's network; or
- 4) adversely affect another person's use of or access to the Services, the Ignite Broadband network or a supplier's network.
- 5) Without limitation:
- 6) Fraudulent use includes resupplying or reselling a Service without Ignite Broadband's written consent so that someone else may access, use or commercially exploit a Service;
- 7) Non-ordinary use includes circumstances where You make or receive calls and/or make use of the internet on Our network in any non-ordinary manner without obtaining Our written consent first, which consent We may give or withhold, or make subject to conditions, in Our discretion. Use in a non-ordinary manner includes:
 - i) usage to menace, harass or injure any person or damage anything;

- ii) usage in connection with an infringement or committing an offence against any law, standard or code; or
- iii) any other activity which would not be reasonably regarded as ordinary use in relation to the Service.

Our Rights

- 1) If We reasonably consider Your use of the Services is unreasonable, We may, at Our sole discretion, without telling You before We do so:
 - a) suspend or limit the Service (or any feature of it) in accordance with Our Agreement with You; and/or
 - b) terminate the Service in accordance with Our Agreement with You.
- 2) This policy is supplementary to and does not limit any of Ignite Broadband's rights.