

Acceptable Use Policy

1. TransACT may monitor use of the Services by you to determine if you have engaged in excessive, commercial or unreasonable use.
2. Where:
 - a. one or more of the Services is subject to:
 - i. excessive use;
 - ii. commercial use; or
 - iii. unreasonable use,
 - b. in the case of a mobile service, one or more of your SIM cards is used in a device that is not approved by Vodafone (including but not limited to a “SIM box”, PABX gateway, or other device which routes calls made using other equipment onto the Vodafone mobile network),

This constitutes a material breach of your Agreement with TransACT, in relation to which TransACT may (at its option):

- c. without notice:
 - i. suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary without notice; and/or
 - ii. charge you for any excessive, commercial or unreasonable use; and/or
 - iii. terminate your Agreement,
 - d. contact you to advise you of any excessive, commercial or unreasonable use of your Services and request that you cease such use. If your excessive, commercial or unreasonable use continues, TransACT may, without further notice to you:
 - i. suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary; and/or
 - ii. charge you for any excessive, commercial or unreasonable usage; and/or
 - iii. terminate your Agreement.
3. TransACT reserves the right to vary the terms of the Acceptable Use Policy from time to time.
 4. In this Acceptable Use Policy:

- a. **Services** means:
 - i. GPRS/3G data services;
 - ii. voicemail retrieval;
 - iii. downloading/uploading content;
 - iv. BlackBerry services;
 - v. short message services;
 - vi. voice calls; and/or

- vii. promotional services that are advertised by TransACT as being subject to TransACT's Acceptable Use Policy, that are free of unlimited pursuant to a TransACT mobile plan.
- b. **Excessive use** means:
 - i. Services that are used, accessed or consumed excessively as determined by TransACT (in its sole discretion), including circumstances where the use of the Service adversely affects the network or other TransACT customers' use of or access to a service or the network; or
 - ii. in relation to promotional services, the excessive usage amount advertised by TransACT at the time of the relevant promotion or included in this Acceptable Use Policy prior to the commencement of the relevant promotion.
- c. **Commercial use** means, use, access or consumption of the Services for commercial purposes that may detrimentally affect the quality of services TransACT provides to other customers, where commercial purposes means, without limitation:
 - i. any use of one or more of the Services other than for personal or business use;
 - ii. any use of one or more of the Services for the purpose of resale or re supply of another service;
 - iii. any use of one or more of the Services to automatically generate calls or re-route calls or receive calls to re-route; and
 - iv. any use of one or more of the Services on devices that re-route calls, taking advantage of the free calls, potentially generating frequent calls, long duration calls.
- d. **Unreasonable use** means, without limitation, where your use of the Services is considered by TransACT, acting reasonably, to:
 - i. be fraudulent, including, without limitation, resupplying a TransACT service without TransACT's consent so that someone else may access or use TransACT services or take advantage of a promotion;
 - ii. adversely affect the TransACT network; or
 - iii. adversely affect another TransACT's customer's use of or access to a TransACT service or the TransACT network.
- e. **TransACT** means either TransACT Capital Communications Pty Ltd (ABN 23 093 966 888) or TransACT Victoria Communications Pty Ltd (ACN 063 024 475), as the case may be.

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