

1. Introduction

The purpose of our Fair Use Policy is to ensure that all our customers:

- a. can access our services; and
- b. do not use our services in a manner that we consider 'unreasonable' or 'unacceptable'.

In addition, the Fair Use Policy sets out your responsibilities when you use the internet, including any content which you publish online or by email. It also confirms steps we may take to ensure and monitor compliance with this policy, as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies.

It also explains how we provide certain streaming services to you, as well as what steps we take to manage our network in times of congestion.

This Fair Use Policy applies to our mobile services.

2. General

If you are a residential customer our services are for your personal use only.

If you are a business customer, including a small to medium business customer, our services are for your use in the ordinary course of your business.

You may not use the service in a manner which is 'unreasonable' or 'unacceptable'.

3. Unreasonable use

We consider your use of the service unreasonable if you use it in a manner which it was not intended for.

Below are some examples of uses which we consider unreasonable. This is not intended to be an exhaustive list:

- If you are a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use (e.g. a residential product cannot be used for commercial purposes).
- If you are a business customer, including a small to medium business customer, using the service in a way which could not be reasonably regarded as ordinary business use.
- Using the service for fraudulent purposes.
- Abnormal or excessive use of back to back services.
- SIM boxing or using the service in connection with a device that switches or re-routes calls to or from our network to another carrier's network.
- Wholesaling any service or using the service in connection with any device that switches or reroutes calls, potentially keeping a line open for hours.
- Using the service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.

- Calling 13xx or 18xx number to make indirect calls through other providers (e.g. through a calling card).
- Using the service for the purposes of arbitrage.
- Using the service in connection with a device that automatically dials numbers, either from a list or generated randomly.
- Using the service to make or receive calls on our network for the purposes of resale, resupply, or commercial exploitation.
- Using the service for continuously call forwarding or multiple simultaneous calling.
- Using the service for bulk messaging.
- Using a 'mobile voice' SIM card in a non 'mobile voice' device.
- Using the service for anything which isn't standard person to person communication.

4. Unacceptable use

You may not use our services in any manner which improperly interferes with another person's use of our services or for illegal or unlawful purposes. You may not use any equipment or devices on our network (including SIM cards) which have not been approved by us. We consider the use of our services or unauthorised equipment in this way to be unacceptable.

Here are some examples of uses which we consider unacceptable. This is not intended to be an exhaustive list:

- If you provide us with false user information to use the service.
- Using any equipment or device (including SIM card) on our network which has not been authorised by us.
- Using the service to send unsolicited or unwanted commercial electronic messages to individuals or businesses.
- Using the service to gain improper access to another person's private or personal information.
- Using the service to distribute or make available indecent, obscene, offensive, pornographic, illegal, or confidential material.
- Using the service to defame, harass, or abuse anyone or violate their privacy.
- Contravening any applicable laws when you use the service.
- Using the service to communicate with emergency service organisations where an emergency does not exist.

5. Your use of the Internet

Where our products and services allow you access to the internet, you are responsible for any use or misuse of the services, even if they were used, with or without your

consent, by another person who gains access to them. If you would like to appoint an authorised representative who deals with us on your behalf or if you wish to use an advocate, please contact us. Alternatively, you may use our **Appointment of Authorised Representative Form**.

You are responsible for all risks associated with use of a Swoop Mobile service. Swoop Mobile does not bear any responsibility or liability relating to your use of the internet. You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect to content which is likely to be considered unsuitable for children.

You must comply with any rules imposed by any third party whose content or service you access using your Swoop Mobile service. You may not copy, publish, re-publish, re-distribute, re-communicate, or otherwise commercially exploit such content in any form or by any method whatsoever. This prohibition includes framing, linking, posting in news groups, and any other form of copying unless approved by the content provider.

We may block access to, remove, or refuse to post any content which you attempt to post which we consider offensive, indecent, unlawful, or otherwise inappropriate regardless of whether such content is actually unlawful.

We may be directed by a regulatory or other law enforcement body to remove content from our servers or to prevent users from accessing content from the internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the internet by a copyright owner.

6. Monitoring Compliance

We are under no obligation to monitor your transmissions or any content you publish using the service. However, we may from time to time monitor transmissions or published content to protect our network, our other customers, and the general public, as well as to ensure you are complying with the terms of this policy. We may need to disclose any findings as required to regulatory authorities.

We take active steps to minimise the amount of spam on our network, which may include:

- Restricting your ability to forward emails.
- Limiting your access to the service to a closed user group relevant to your use of the service.
- Requiring you to rectify any misconfigured mail and/or proxy servers.

We may provide your username, IP address, or other identifying material to law enforcement authorities when required to do so.

7. Breach of the Fair Use Policy

If you breach any part of this Fair Use Policy we will contact you and, if appropriate, ask you to modify your use of the service. If you do not modify your use of the service, we may suspend or cancel your service without notice to you.

However, in certain circumstances such as illegality, or non-ordinary use, we reserve the right to suspend or

cancel your service immediately and without notice to you.

Upon cancellation of an account, we are authorised to delete any files, programs and data associated with the account.

8. Contact us

If you have any questions or queries about our Fair Use Policy, please contact us on 1300 66 55 75 or email us at support@swoop.com.au.

Please note, our standard operating times are:

Monday-Friday 9am-7pm

Saturday-Sunday 10am-5pm