

IntraPower Terrestrial Pty Ltd

Customer Terms & Conditions

Fair Use Policy

1. Who does this FUP apply to?

- a. This FUP applies to all of our customers and anyone who uses a service we provide.
- b. We reserve the right to vary this policy from time to time, and to depart from it in particular cases if we consider it appropriate to do so. In particular, we may terminate an account without notice if we consider that the circumstances justify termination.

2. General Principles

- a. It is important to us that all eligible customers are able to access our Services. Accordingly, we have devised a FUP which applies to:
 - i. usage of our Data Services; and
 - ii. usage of our Voice Services.
- b. We may rely on the FUP where:
 - i. your usage of our Data Services is excessive or unreasonable; or
 - ii. your usage of our Voice Services is excessive or unreasonable as defined below.

3. Excessive Use

- a. IntraPower may suspend, limit or cancel a customer's service if IntraPower considers there to be an excessive or unusual usage of a Customer's service. However, IntraPower is not obliged to monitor the usage of the service, or to suspend, limit or cancel the service if there is excessive or unusual usage, and whether or not IntraPower does so, the customer remains liable for all excessive uses of the service.
- b. Without limiting paragraph 3.a., excessive usage of an individual voice service means where, for that individual service:
 - i. The fixed rate call, in total, exceeds 60 minutes in duration; or
 - ii. The flat rate call, in total, exceeds 60 minutes in duration and pursuant to paragraph 3.a., IntraPower may suspend, limit or cancel that individual service.
- c. Without limiting paragraph 3.a., excessive usage of an individual data service means where, for that individual service:
 - i. The data downloaded and uploaded, in total, exceeds 50Gbytes; and
 - ii. The data downloaded is less than 50% of the total per month and pursuant to paragraph 3.a., IntraPower may suspend, limit or cancel that individual service.

4. Unreasonable Use

- a. It is unreasonable use of our Data Services where your use of our Data Service is reasonably considered by us to be fraudulent or to adversely affect our Network or other customers' use of or access to our Services or our Network.
- b. It is unreasonable use of our Voice Services where your use of our Voice Service is reasonably considered by us to be fraudulent or to adversely affect our Network or other customers' use of or access to our Services or our Network.
- c. Among other things, "fraudulent use" includes resupplying our Services without our consent so that someone else may access or use our Data Services.
- d. Among other things, "fraudulent use" includes resupplying our Services without our consent so that someone else may access or use our Voice Services.

5. Our Rights

- a. Where you are in breach of this FUP, we may contact you to discuss changing your usage so that it conforms to this FUP.
- b. If, after we have contacted you, your excessive or unreasonable use continues, we 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. terminate your agreement.
- iii. If the Service is suspended or terminated, you are responsible for making payment on your account for the duration of the contract term.