

2018



Fair Use Policy

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1. ABOUT THIS POLICY

This is the RealSIM Mobile Fair Use Policy. It only applies the RealSIM Digital Mobile Service as applicable to *you*, the individual user. In this Policy, '*service*' or '*services*' means the RealSIM Digital Mobile Service and '*Our network*' refers to any carrier network used for the delivery of mobile GSM services to RealSIM customers.

2. GENERAL

- a) This policy aims to ensure *we* are able to provide quality mobile services to all of *our* customers, and no customers are disadvantaged by the behavior of others.
- b) This policy applies where
 1. there is a:
 - i. Level of free time on calls, or
 - ii. 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; this includes, without limitation, Cap plans, Group Cap and Fleet plans offered by RealSIM to its customers.
 2. *You* may send or receive text or multimedia messages, for example, without limitation, SMS, MMS, SMS Broadcast and Email SMS
 3. *You* may connect to and use information services on Optus Zoo (via WAP CSD, WAP GPRS)
 4. *You* may connect to the Internet using Wireless Internet
 5. *you* use voice calling on the RealSIM Push to Talk *value added service feature*
 6. *you* use RealSIM Web SMS, Web MMS, RealSIM SMS Broadcast, Optus Zoo (via WAP CSD, WAP GPRS), Wireless Internet, Email Alerts from RealSIM or MobileMail



7. *you use the Optus Mobile IM value added service feature*
8. *You use the Video Calling value added service feature*
9. *you use the MobileMail value added service feature below; or*
10. *You use the Voicemail value added service feature and you are a consumer or small or medium business customer connected to a plan with an 'Unlimited Voicemail' offer*
11. *you use the YouTube Mobile value added service feature*
12. *you are a consumer or small or medium business customer connected to an "unlimited" offer plan where the offer that is described as 'unlimited' including, but not limited to, unlimited calls, SMS, MMS, voicemail, data offers where we supply the service for the purpose of you making ordinary calls and or sending ordinary SMS or MMS from your mobile phone on our network but not for any commercial or non ordinary purpose (collectively referred to as "Unlimited Offers").*

3. FREE TIME OR FLAT CHARGE ON CALLS - EXCESSIVE USE

- a) *If you are an excessive user of flat charge call offers we may ask you to reduce your use of these calls (outgoing or incoming). If usage continues at an excessive level following this request, we may refuse you access to these offers. You will then be charged our standard rates for calls.-*
- b) *We consider 'excessive' use to be usage of more than 2,000 minutes free per month per service, except in the following circumstances:*
 1. *For international calls, 'excessive' use is more than 1000 minutes per month per service.*
 2. *For 'Fleet' calls, 'excessive' use is more than 1,000 minutes per month per service,*
- c) *The excessive use provisions of this clause 3 **doesn't** apply to customers who make calls that qualify as an ordinary standard local call or a standard national call under that offer.*



4. FLAT CHARGE ON CALLS - UNREASONABLE USE

- a) In addition, and without limiting *our* rights under the *consumer terms*, the *SMB terms*, the *general terms*, or the relevant *service description*, where *we* consider *your* use of a free time or flat charge offer is unreasonable, then *we* may:
 - (i) Suspend *your* access to that or any other flat charge offer, or
 - (ii) Suspend or *cancel the service* or *your* access to a *value added service feature*, in each case immediately and without notice to *you*.
- b) Without limiting the meaning of 'unreasonable', *we* supply the *service* and each of the value added services for the purpose of *you*:
 - (i) Making calls from the receiving calls to *your mobile phone*, and
 - (ii) Sending *content* from and receiving *content* to *your mobile phone* on *our network* for *your* own personal or business use.
- c) *We* consider *your* use of the *service* or a *value added service feature*, to be unreasonable if *you*:
 - (i) Make or receive calls or send or receive *content* on *our network* other than for *your* own personal or business use, as described in paragraph (b) above,
 - (ii) Wholesale any service (including transit, or aggregate domestic or international traffic) on *our network*, or
 - (iii) Use the *service* (including any *RealSIM SIM card*) in connection with a device that switches or reroutes calls to or from *our network* or the *network* of any *supplier*, without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.
- d) *We* also consider *your* use of the *service* or a *value added service feature* to be unreasonable if *you* set up switch devices which overcome 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*.



5. SMS, MMS, OPTUS ZOO AND WIRELESS INTERNET - EXCESSIVE AND UNREASONABLE USE

- a) As set out above, this policy applies to:
- (i) The sending and receiving of SMS text messages by RealSIM Digital Mobile Service customers,
 - (ii) The sending and receiving of MMS multimedia messages by RealSIM Digital Mobile Service customers, and
 - (iii) The use of Optus Zoo and Wireless Internet.
- b) To ensure the availability of these *value added service features* to all eligible customers, if *you* are an excessive user of these *value added service features* we may request *you* reduce *your* use (outgoing or incoming messages, or uploading or downloading of data, as the case maybe) of these *value added service features*. If usage continues at an excessive level, *we* may suspend *your* access to these *value added service features*.
- c) Further, for any *specials* relating to these *value added service features*, if *you* are an excessive user of these *value added service features* under the *special* we may request *you* to reduce *your* use (outgoing or incoming messages, or uploading or downloading of data, as the case may be) of these *value added service features*. For the period of the *special*, if usage continues at an excessive level, *we* may bill *you* the standard rates for all messages or usage above the number or amount *we* consider as excessive usage.
- d) *We* consider 'excessive' use of:
- (i) SMS to be usage of more than 1000 SMS text message sent per month per *service*,
 - (ii) MMS to be usage of more than 1000 RealSIM MMS messages sent per month per *service*,
 - (iii) MMS Video to be usage of more than 1000 RealSIM MMS Video messages requested per month per *service*,
 - (iv) Optus Zoo via WAP CSD to be usage of more than 20 hours per month per *service*,



- (v) Optus Zoo via WAP GPRS to be usage of more than 5 GB downloaded per month per *service*,
 - (vi) Optus Zoo via 3G to be usage of more than 5 megabytes downloaded per month, and
 - (vii) Optus Zoo, for the Optus Live TV Service, to be usage of more than 10 megabytes downloaded per month per *service*.
- e) Additionally, *we* may suspend *your* access to these *value added service features* without notice where *we* deem *your* use to be unreasonable.
- f) Without limiting the meaning of 'unreasonable', *we* supply the *service* and each of the value added services for the purpose of *you*:
- (i) Making calls from the receiving calls to *your mobile phone*, and
 - (ii) Sending *content* from and receiving *content* to *your mobile phone* on *our network* for *your own* personal or business use.
- g) *We* consider *your* use of the *service* or a *value added service feature*, to be unreasonable if *you*:
- (i) Make or receive calls or send or receive *content* on *our network* other than for *your own* personal or business use, as described in paragraph (b) above,
 - (ii) Wholesale any service (including transit, or aggregate domestic or international traffic) on *our network*, or
 - (iii) Use the *service* (including any *RealSIM SIM card*) in connection with a device that switches or reroutes calls to or from *our network* or the *network* of any *supplier*, without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, at *our* discretion.
- h) *We* also consider *your* use of the *service* or a *value added service feature* to be unreasonable if *you* set up switch devices which overcome 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*.
- i) Where *we* deem *your* use unreasonable, *we* may bill *you* at the standard rates for all messages above the number defined as excessive usage.



6. Optus PUSH TO TALK - EXCESSIVE USE

- a) As set out above, this policy applies to all Optus Push to Talk (PTT) usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of Optus Push to Talk (PTT) *we* may request that *you* reduce *your* use of these calls (outgoing or incoming). If excessive use of Optus Push to Talk (PTT) continues following this request, *we* may charge any excess usage at *your* peak digital mobile voice calling rate.
- b) *We* consider 'excessive' use of Optus Push to Talk (PTT) to be more than 150 minutes of use per month per *service*.

7. REALSIM WEB SMS, REALSIM WEB MMS, REALSIM SMS BROADCAST, OPTUS ZOO (VIA WAP CSD, WAP GPRS), WIRELESS INTERNET, EMAIL ALERTS, MOBILE MAIL - ACCEPTABLE USE

- a) If *you* use Web SMS, Web MMS, SMS Broadcast, Optus Zoo (via WAP CSD, WAP GPRS), Wireless Internet, Email Alerts, from RealSIM or Mobile Mail, *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*.
- b) 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*.
- c) *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) Gain access to a person's private information (or attempt to do so).
- d) 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 Authorization 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.
- e) You must comply with any rules imposed by any third party whose *content* or service you access using the *service*.
- f) You may only use any *content* accessible through the *service* for personal and non-commercial purposes. You may not otherwise copy, publish, republish, 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.
- g) 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 behavior,



- (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 behavior which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients),
- (iv) iv) may exercise any rights *we* have under the *consumer terms*, the *SME terms*, the *general terms*, or relevant *service description*, 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.

8. OPTUS MOBILE IM - EXCESSIVE USE

- a) As set out above, this policy applies to all Optus Mobile IM usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of Optus Mobile IM *we* may request that *you* reduce *your* use of these messages (outgoing or incoming). If excessive use of Optus Mobile IM continues following this request, *we* may charge any excess usage at *your* peak digital mobile rate (GSM).
- b) *We* consider 'excessive' use of Optus Mobile IM to be more than 10MB of data usage per day when *you* pay us a daily rate.



9. VIDEO CALLING - EXCESSIVE USE

- a) As set out above, this policy applies to all Video Calling usage. To ensure the availability of our services to all eligible customers, if you are an excessive user of the Video Calling we may request that you reduce your use of this value added service feature. If excessive use of Video Calling continues following this request, we may suspend your access to this value added service feature.
- b) We consider 'excessive' use of Video Calling to be more than 500 video calls per month.

10. MOBILEMAIL - EXCESSIVE USE

- a) This policy applies to use of the MobileMail value added service. To ensure the availability of our services to all eligible customers, if you are an excessive user of MobileMail, we may request that you reduce your use of the service. If excessive use of MobileMail continues following this request, we may suspend your access to the value added service feature.
- b) We consider 'excessive' use of MobileMail to be more than 5MB downloaded per month when you pay us a monthly rate for MobileMail.

11. MOBMUSIC - EXCESSIVE USE

- a) As set out above, this policy applies to all MobMusic Mobile usage. To ensure the availability of our services to all eligible customers, if you are an excessive user of MobMusic we may request that you reduce your use of the MobMusic service. If excessive use of MobMusic continues following this request, we may suspend your service.
- b) We consider 'excessive' use of MobMusic to be the download of more than 1000 music tracks per month.



12. YOUTUBE MOBILE USAGE

a) EXCESSIVE USE

As set out above, this policy applies to all YouTube Mobile usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of YouTube Mobile *we* may request that *you* reduce *your* use of YouTube Mobile. If excessive use of YouTube Mobile continues following this request, *we* may charge any excess usage at *your* peak digital mobile rate (GSM or 3G).

b) UNREASONABLE USE

In addition, and without limiting *our* rights under the *agreement*, where *we* consider *your* use of the YouTube Mobile *service*, data accessed within and from the YouTube Mobile *service* (excluding any Unlimited Offers), is unreasonable, then *we* may suspend *your* access to the YouTube Mobile service immediately and without notice to *you*. We will then charge you correspondingly as a result thereof.

Without limiting the meaning of 'unreasonable', in respect of:

(i) Unlimited YouTube Mobile service offers for RealSIM customers:

- *We* supply the *service* for the purpose of *you* to access the *service*, on *our* network for *your* own personal use and not for any commercial purpose.
- *We* consider *your* use of the *service* to be unreasonable if *you* are not using this *service* in accordance with this Fair Use Policy.
- *We* consider *your* use of the *service* to be unreasonable if *you* access the YouTube Mobile *service* for the purpose of re-sale, re-supply or commercial exploitation, without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.



13. “UNLIMITED” OFFERS

- a) This section applies to any component of *your* postpaid mobile plan or offer that is described as ‘unlimited’ including, but not limited to, unlimited calls, SMS, MMS, voicemail, data offers where we supply the *service* for the purpose of *you* making ordinary calls and or sending ordinary SMS or MMS from *your mobile phone* on *our network* but not for any *commercial or non ordinary purpose* (collectively referred to as “Unlimited Offers”).
- b) Without limiting *our* rights under the *agreement*, where *we* consider *your* use of the Unlimited Offers is for a *commercial or non-ordinary purpose* or *your* use of the Unlimited Offers does not comply with the terms of the offer then *we* may immediately and without notice to *you* suspend *your* access to the Unlimited Offers.
- c) *We* may then charge *you* *our* standard rates for those activities that *we* have determined were made for a *commercial or non-ordinary purpose* (as set out in the standard pricing table for the relevant service as at the date of the activity).
- d) Please note that *our* right to suspend or *cancel the service* without notice to *you* under this clause overrides any requirement that *we* have to give *you* notices in other parts of the *agreement*, as applicable to *you*.
- e) *Commercial or non ordinary purpose* includes, but is not limited to, the following activities:
 - (i) running a telemarketing business, call centre or any other similar business;
 - (ii) SIM boxing or using the *service* (including any *RealSIM SIM card*) in connection with a device that switches or re-routes calls to or from *our network* or the *network of any supplier*;
 - (iii) re-supplying or reselling the *service*;
 - (iv) wholesale any service (including transit, refile or aggregate domestic or international traffic) on *our network*; or



14. FACEBOOK SMS ALERTS

a) EXCESSIVE USE

- (i) This policy applies to all Facebook SMS alerts service usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of Facebook SMS alerts, *we* may ask *you* to reduce *your* use of Facebook SMS alerts. If usage continues at an excessive level following this request *we* may cancel or suspend *your* access to this and other social messaging services. *We* may also charge any excess usage at *your* standard rates for SMS.
- (ii) *We* consider excessive usage to be more than 2,000 Facebook SMS alerts per month per service.
- (iii) Without limiting the meaning of 'excessive use', *we* supply the Facebook SMS Alerts service for the purpose of allowing *you* to access the service on *our* network for *your* own personal or business use and not for any commercial purpose.

15. UNLIMITED FACEBOOK, TWITTER, MYSPACE, LINKEDIN, EBAY,FOURSQUARE, YOUTUBE – UNACCEPTABLE AND UNREASONABLE USE

- a) If *you* use Facebook, Twitter, MySpace, LinkedIn, EBay, Four Square, YouTube mobile sites, *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.
- 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 messages to individuals or individual business accounts, or



- 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 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 remove any content from our servers,
- (v) may filter the *content* made available to *you* via the *service* or restrict *your* access to a particular site,
- (vi) may take any other action *we* deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.

UNREASONABLE USE

- a) In addition, and without limiting *our* rights under the agreement, where *we* consider *your* use of the Unlimited Facebook, Twitter, MySpace, LinkedIn, EBay, Four Square, YouTube mobile sites (excluding any Unlimited Offers), is unreasonable, then *we* may suspend *your* access to these service immediately and without notice to *you*.
- b) Please note that *our* right to suspend or *cancel* the *service* without notice to *you* under this clause overrides any requirement *we* may have to give *you* notice in other parts of the agreement, Without limiting the meaning of 'unreasonable', in respect of:
 - (i) Unlimited Facebook, Twitter, MySpace, LinkedIn, EBay, Four Square, YouTube mobile sites ('Unlimited Offers') for RealSIM customers:
 1. *We* supply the service for the purpose of *you* accessing the Unlimited Offers in an ordinary manner and for an ordinary purpose, on *our* network and not for any commercial or non ordinary purpose.
 2. *Commercial or non ordinary purpose* includes (without limitation) the following activities:
 - running a telemarketing business or call centre;
 - re-supplying or reselling the *service*;
 - *your* use of the Unlimited Offers does not comply with the terms of the offer;
 - other activity which would not be reasonably regarded as ordinary use.



16. UNLIMITED VOICEMAIL - UNREASONABLE USE

- a) As set out above, this policy applies to use of the Voicemail value added service by small or medium business customers connected to a plan offering 'Unlimited Voicemail'
- b) To ensure the availability of our services to all eligible customers, if we consider your use of the Unlimited Voicemail offer is unreasonable, then we may suspend your access to that or any other promotion or offer immediately and without notice to you. We will then charge you our standard rates for your use of the Voicemail value added service (as set out in the standard pricing table or the company's rate sheet for that value added service).
- c) Please note that our right to suspend or cancel the value added service without notice to you under this clause overrides any requirement we may have to give you notice in other parts of the Standard Form of Agreement
- d) Without limiting the meaning of 'unreasonable', we:
 - (i) Supply the Voicemail value added service to you for the purpose of you storing or retrieving voicemail for business purposes, but not for the purposes of re-sale, re-supply or commercial exploitation. We consider your use of the value added service to be unreasonable if you store or retrieve voicemail on our network for the purpose of re-sale, re-supply or commercial exploitation, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.
 - (ii) Also consider your use of the value added service to be unreasonable if:
 - A. Your usage of the value added service affects other customers' access to the network; or
 - B. You set up switch devices which have the effect of potentially keeping a line open for hours and limiting the ability for other customers to access the network or the network of any supplier.



17. LIMITATION OF USE - PRIMARY DATA DEVICES IN VOICE RATE PLANS

For primary voice plans with a data allowance RealSIM does not allow the use of non-standard tethering and data usage where the voice SIM card has been placed directly into a Tablet device or Mobile Broadband Modem (primary data device), this type of configuration is not supported by RealSIM. Data usage from a non approved primary device is prohibited in a standard voice rate plan, usage incurred from a non approved device is not rated within the data allowance for that specific voice rate plan and is charged as excess data. For the avoidance of any doubt for a Tablet device or Modem RealSIM has data only rate plans that must be utilized for this set up.