



# AAPT Fair Use Policy

## Summary

1. This Fair Use Policy applies to Services supplied by AAPT Limited and which are stated to be subject to the Fair Use Policy (“Fair Use Services”).
2. This Fair Use Policy is intended to ensure:
  - a. the availability of Our Services to all eligible AAPT Customers; and
  - b. that the Fair Use Services are not used in an unreasonable manner.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. We may rely on the Fair Use Policy where Your (or Your End User’s) usage of the Fair Use Services is unreasonable, as defined below.
5. Unless otherwise indicated, capitalised terms used in this Fair Use Policy have the meanings given to them in Our Agreement with You.

## Unreasonable Use

1. It is unreasonable use of a Fair Use Service where Your (or Your End User’s) use of the service is reasonably considered by AAPT to:
  - a. be fraudulent;
  - b. involve a non-ordinary use or contrary to the way AAPT intended for the Service to be used; or
  - c. unacceptable.
2. Without limitation:
  - a. Fraudulent use includes resupplying or reselling a Service without AAPT’s written consent so that someone else may access, use or commercially exploit a Fair Use Service;
  - b. Non-ordinary use includes circumstances where You (or Your End User) 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 but not limited to:
    - i. in the case of fixed line services:
      - a. usage for running a telemarketing business or call centre; and/or
      - b. usage with handsets, auto-dialler devices (predictive dialler or other similar dialling system) or software or other equipment that have not been approved by Us for use on Our Network;
    - ii. in the case of mobile services, any use of a SIM in a SIM box, GSM gateway or any device that is used to automatically re-route calls;
    - iii. usage to menace, harass or injure any person or damage anything;
    - iv. usage in connection with an infringement or committing an offence against any law, standard or code;
    - v. unless otherwise agreed in writing by AAPT, using the Fair Use Service:
      - a. for variable or dynamic call diversion (multiple terminating points);



- b. for multiple simultaneous calling, except where using standard conference call features;
- c. for bulk messaging;
- d. for machine-to-machine communication, unless specifically sold to You for that purpose;
- e. for making calls or sending TXTs which are not standard person-to-person communications;
- f. for application-to-person communication;
- g. to disguise the origin of a use or communication;
- h. to access, monitor or use any data or traffic on any systems or networks;
- i. to exploit any network and/or protocol misconfiguration or weakness that may cause a charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element; or
- vi. any other activity which would not be reasonably regarded as ordinary use in relation to the Fair Use Service.
- c. Unacceptable use includes, without limitation, using a Fair Use Service in a way that:
  - i. may create risks to the performance, security or integrity of any network or system (including Our own), and includes using the Fair Use Service:
  - ii. adversely affects any system or network, for example, by:
    - a. causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network;
    - b. exploiting any misconfiguration or weakness of a system or network;
  - iii. creates a risk to the security or integrity of any system or network, for example by:
    - a. overloading, or otherwise flooding a system or network;
    - b. probing, scanning or testing the vulnerability of a system or network;
  - iv. without authorisation:
    - a. accesses, monitors or uses any data or traffic on any system or network;
    - b. adversely affects another person's use of or access to the Fair Use Services, the AAPT network or a supplier's network.

These examples are not an exhaustive list of uses which We consider unacceptable.

## Our Rights

1. We reserve the right to apply this Fair Use Policy at Our discretion and on a case-by-case basis. If We reasonably consider Your (or Your End User's) use of the Fair Use 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 AAPT's rights.