

FAIR USE POLICY – ALL VERTEL SERVICES

1. AIM OF OUR FAIR USE POLICY

Our Fair Use Policy is intended to ensure that our customers use our services reasonably and avoid excessive, fraudulent or unauthorised use. Generally, legitimate use of our services for its intended purposes for which they are supplied will not breach this policy.

2. AUTHORISED COMMERCIAL USE

The Services supplied to you under a Contract must only be used for the intended purpose and must not be resold without our consent or commercially exploited.

3. UNREASONABLE AND EXCESSIVE USE

You must not use any of our services in a way that is unreasonable or excessive. Unreasonable or excessive use of services includes but is not limited to use that:

- (a) causes or contributes to significant network congestion; or
- (b) adversely affects Vertel's network; or
- (c) adversely affects any other customer's use of or access to any of our services or the network; or
- (d) when the services are used with equipment that has not been approved by us.

4. FRAUDULENT USE

Any kind of resupplying a Vertel service to a third party without Vertel's prior written consent is considered fraudulent use of Vertel services.

5. OUR RIGHTS

If we reasonably believe that you are in breach of this Policy, we can:

- (a) Rate limit your Services; and
- (b) Suspend your services until we are satisfied at our sole discretion that you have taken appropriate measures to comply with this Policy; and
- (c) Charge you for the excessive usages or for any costs and charges we incur as a result of your breach of this Policy.