



## FAIR USE POLICY

### ABOUT THE POLICY

- By using a service, you agree to Flip TV Pty Ltd's (**Flip**) Fair Use Policy. Please read it carefully.
- This policy aims to ensure that Flip is able to provide quality services to all its customers, and that customers do not use our products or services in an excessive, unreasonable or fraudulent manner that may harm or disadvantage others.
- If, in Flip's opinion, you breach the Fair Use Policy by actions that are considered excessive, unreasonable, fraudulent, abusive, inappropriate or unlawful, Flip may suspend your Service and, pending further investigation, terminate your service.

The Fair Use Policy applies to all Flip services. You may not use the service in a manner which is unreasonable or unacceptable.

Please note that our right to suspend or cancel the service (following an investigation) without notice to you under this clause overrides any requirement that Flip may have to give you notice in other parts of the agreement.

## 1 UNREASONABLE USE

Flip considers your use of the service unreasonable if you use it in a manner which is other than that for which it was intended.

Below we list some examples of uses which we consider unreasonable:

- extensive internet, mobile or phone usage of the service that affects other customers' access to the network;
- having set up switches or SIM devices that overcome the subscription and/or pricing charges, potentially keeping a session open for hours and limiting the ability for other customers to access the service;
- interfering with others' use of the networks over which the services are provided;
- causing significant congestion which reduces our ability to provide quality services to other users of the networks;
- wholesaling, reselling or charging for access to any service without our express prior written agreement;
- using the service for bulk messaging; or
- a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use.



## 2 UNACCEPTABLE USE

Flip considers your use of the service unacceptable if you use it in a manner that is unlawful, illegal or otherwise improper having regard to the nature of the service.

Below we list some examples of uses which we consider unacceptable:

- providing false user information to us or other users, including distributing or making available material that is misleading or deceptive as to your identity;
- sending large amounts of unsolicited or unwanted messages to individuals or individual business accounts;
- using the service to obtain or attempt to obtain unauthorised access to any computer, system or network;
- breaking or contravening any laws, or infringing on the rights of other persons (e.g. distributing or making available indecent, obscene, offensive, pornographic, illegal or confidential material), including intellectual property rights;
- using the service to defame, harass or abuse anyone, including, but not limited to, members of Flip's customer support team;
- using the service to violate anyone's privacy; or
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- monitoring 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 interfere or disrupt the service, any computer system accessed through it or any other person's use of it.

You must comply with any rules imposed by any third party whose content or service you access using the service.

You may only use any content accessible through the service for personal and non-commercial purposes. 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.