



# Fair Use Policy

## Telecommunications services

### 1. About this document

- (a) This is Sumo's Fair Use Policy for telecommunications services ('Fair Use Policy').
- (b) This Fair Use Policy is directed at ensuring Services and Facilities are not used in an abusive, antisocial, illegal or unreasonable way.
- (c) Words which are defined in our Customer Terms have the same meaning in this Fair Use Policy.
- (d) We may update this Fair Use Policy from time to time and you should regularly check our website for the most up-to-date version.

### 2. Compliance with this Fair Use Policy

- (a) You are responsible for ensuring your use of a Service (and your End Users' use of a Service) complies with this Fair Use Policy.
- (b) We may monitor your use of a Service to ensure compliance with this Fair Use Policy or as otherwise permitted under our Customer Terms.
- (c) We may take any action authorised under our Customer Terms, including immediately suspending a Service, if you breach this Fair Use Policy. We may take such action regardless of whether the breach was intentional or not.

### 3. Prohibited use

You must not use a Service:

- (a) in breach of any Law;
- (b) in breach of our Customer Terms or a Service Schedule;
- (c) in any way that results in or is likely to result in damage or interference with our Services to other customers, our Partners, our Facilities or Partner Facilities;
- (d) to infringe another person's rights (including their copyright and other intellectual property rights);
- (e) in a way that results or is likely to result in death, illness or injury to any person or damage to property;
- (f) to stalk, harass or impersonate another person or violate their privacy;
- (g) to create, transmit, store or communicate material that is illegal, defamatory, obscene, pornographic, discriminatory, offensive;
- (h) to host or transmit content which contains viruses or other harmful code or data that is designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment;
- (i) to monitor, use, control or obtain access to another person's computer, equipment, data, systems or network without their consent;
- (j) to send or allow or assist the sending of Spam, or to use or distribute email harvesting software or otherwise breach the Spam Act; or
- (k) to make fraudulent offers or engage in financial scams including, for example, pyramid schemes, Ponzi schemes and chain letters.

### 4. Exploitative use

You must not use a Service in a manner that cannot reasonably be considered to be within the range of uses for which the Service is ordinarily supplied or for any other Exploitative Use. This includes:

- (a) using a Service in a way that would reasonably be regarded as business use, unless the Service is supplied for business purposes;
- (b) using an unlimited mobile telephone Service to generate mobile terminating access or SMS message terminating access

payments (for example, by using SIM boxing);

(c) using a Service for wholesale purposes, including to transit, refile or aggregate domestic or international traffic on Our Network;

(d) using a Service with devices that switch or reroute calls to or from Our Network without our consent;

(e) placing calls to 18xx or 13xx numbers to make indirect calls through other providers (including to calling card providers);

(f) using a Service for the purposes of arbitrage;

(g) using a Service with devices that auto-dials numbers that are generated randomly or from a list;

(h) using a Service for continuous call forwarding or multiple simultaneous calling (except where using standard conference call features);

(i) using a SIM for a purpose other than the purpose for which it was supplied (for example, using a 'mobile voice' SIM in non 'mobile voice' device;

(j) using a Service for bulk messaging; or

(k) making calls or sending SMS messages that are not standard person-to-person communications.

## **5. Wholesale Supplier policies**

Our Wholesale Suppliers may publish acceptable use policies or fair use policies. Such policies will apply to the relevant Service and you must comply with such policies as set out in our Customer Terms.