

Section 5– Fair Use Policy

Summary

1. It is important to Vodafone that all eligible Vodafone customers are able to access our Services. Accordingly, We have devised a Fair Use Policy which applies to:
 - (a) usage of Vodafone Data Services; and
 - (b) any promotions or Services which are advertised by Vodafone as subject to the Fair Use Policy (“**Fair Use Promotions**”).
2. We reserve the right to vary the terms of the Fair Use Policy from time to time.
3. Vodafone may rely on the Fair Use Policy where :
 - (a) your usage of Vodafone Data Services is unreasonable; or
 - (b) your participation in a Fair Use Promotion is excessive or unreasonable,as defined below.

Excessive Use

4. In the case of Fair Use Promotions, what is excessive use will either be advertised by Vodafone at the time of the relevant promotion or introduction of the relevant Service or included in this Fair Use Policy prior to the commencement of the relevant promotion or introduction of the relevant Service.
 - (a) In the case of the Vodafone Unlimited Internet Email with BlackBerry® service, excessive use will be use above 50MB per customer per month, where that use adversely affects the Vodafone Network or other Vodafone customers’ use of or access to a Vodafone Service or the Vodafone Network;
 - (b) In the case of the Vodafone Best Mate offer, excessive use will be use above 1000 minutes per customer per month, where that use adversely affects the Vodafone Network or other Vodafone customers’ use of or access to a Vodafone Service or the Vodafone Network; and
 - (c) In the case of the Free Evenings and Weekends offer, which includes unlimited free calls to other Vodafone mobiles within Australia from 20:00:00 to 23:59:59 on weekdays and from 00:00:00 on Saturday morning to 23:59:59 on Sunday morning, excessive use will be use above 1000 minutes per customer per month, where that

use adversely affects the Vodafone Network or other Vodafone customers' use of or access to a Vodafone Service or the Vodafone Network.

Unreasonable Use

5. It is unreasonable use of Vodafone Data Services where Your use of Vodafone Data Services is reasonably considered by Vodafone to be fraudulent or to adversely affect the Vodafone Network or other Vodafone customers' use of or access to a Vodafone Service or the Vodafone Network.
6. It is unreasonable use of a Fair Use Promotion where Your participation in a Fair Use Promotion is reasonably considered by Vodafone to be fraudulent or to adversely affect the Vodafone network or another Vodafone customer's use of or access to a Vodafone service or the Vodafone network.
7. Among other things, "fraudulent use" includes resupplying a Vodafone Service without Vodafone's consent so that someone else may access or use Vodafone Data Services or take advantage of a Fair Use Promotion.

Our rights

8. Where You are in breach of this Fair Use Policy, Vodafone may contact You to discuss changing Your usage so that it conforms to this Fair Use Policy.
9. If, after Vodafone has contacted you, Your excessive or unreasonable use continues, Vodafone may, without further notice to you:
 - (a) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; and/or
 - (b) terminate Your agreement in accordance with the relevant Part of Section 2, Terms & Conditions.

Our Customer Care phone numbers are:

- **1300 650 410; or**
- **1555**

Charges may apply for the above services – check individual call/data plans for details.

The [National Relay Service](#) (NRS) numbers are:

- **Dial 13 3677 for all calls within Australia**
- **Dial 1800 555 677 for all calls within Australia to 1800 numbers.**

The NSR make it easier for you to contact Vodafone if you are deaf or have a hearing or speech impairment.

The **Translating & Interpreting Service (TIS)** number is:

- **13 14 50.**