

# Hyperwave Fair Use Policy

## Broadband Internet and Voice Over IP (HyperVoice VOIP) services

1. It is important that all eligible customers are able to access our Services. Accordingly, We have devised a Fair Use Policy as referenced in our Standard Form of Agreement (SFOA) which applies to usage of Hyperwave Services and Plans.
2. We reserve the right to amend the terms of the Fair Use Policy from time to time where it would be reasonable for Us to do so.
3. Hyperwave may rely on the Fair Use Policy where your usage of your Service is unreasonable.

## Unreasonable Use

4. Without limiting what is considered to be Unreasonable Use, You must not use a Service: (i) in breach of any Law; (ii) to breach the rights of any person; (iii) to infringe copyright; (iv) to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute; (v) to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment; (vi) to send, allow to be sent, or assist in the sending of Spam, to use or distribute email harvesting software, or otherwise breach the Spam Act; (vii) in a way that is misleading or deceptive, where that is contrary to Law; (viii) in a way that results, or is likely to result, in damage to property or injury to any person; or (ix) in any way that damages or interferes with our Services to other customers, our Partners or any Facilities or exposes us to liability.
5. You must not engage in any activity (eg jamming or hacking) that is likely to disrupt the Service or a service we supply to a third party. You must not share the Service with a third party (other than members of your household or bona fide guests or your employees who work at your property) without our prior written approval, or otherwise than in accordance with any conditions of approval we specify.
6. Hyperwave may assess whether your use of the service is considered Unreasonable Use. An example is using a residential service for commercial purposes. If we identify excessive calls we may contact you and ask you to reduce your usage of these calls. In our opinion if your usage remains excessive, we may (a) charge you our standard untimed Local and National rate for those calls deemed excessive ; or (b) suggest an alternative Plan or package ; or (c) terminate your HyperVoice service.

## Our Rights

1. If We reasonably consider Your 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 (the SFOA); and/or (b) terminate the Service in accordance with Our Agreement (the SFOA) with You.
2. This policy is supplementary to and does not detract from any of Hyperwave's rights.

## Enquiries

All enquiries should be directed to us at [customerservice@hyperwave.com.au](mailto:customerservice@hyperwave.com.au) or PO Box 354, Rosanna, Victoria, 3084, or via Phone on (03) 9081-2888 during normal business hours, Monday to Friday.