



Samson Communications Pty Ltd ATF
Samson Group Trading Trust
Trading As SAMSONS ICT
ABN: 59 934 653 064
PO Box 7095
TOOWOOMBA SOUTH QLD. 4350
Phone: 4637 7555 Fax: 4637 7500
Email: samsons@samsons.com.au
Web: www.samsonsict.com.au

SAMSON COMMUNICATIONS PTY LTD

Fair Use Policy

Summary

Our Fair Use Policy applies to Services which are stated to be subject to the Fair Use Policy ("Fair Use Services").

Our Fair Use Policy is intended to ensure:

- a. the availability of Our Services to all eligible SAMSON COMMUNICATIONS PTY LTD Customers; and
- b. that the Fair Use Services are not used in an unreasonable manner.

We reserve the right to vary the terms of this Fair Use Policy from time to time.

We may rely on the Fair Use Policy where Your usage of the Fair Use Services is unreasonable, as defined below.

Unless otherwise indicated, capitalised terms used in this Fair Use Policy have the meanings given to them in Our Agreement with You.

Unreasonable Use

It is unreasonable use of a Fair Use Service where Your use of the service is reasonably considered by SAMSON COMMUNICATIONS PTY LTD to:

- a. be fraudulent;
- b. involve a non-ordinary use;
- c. cause significant network congestion, disruption or otherwise adversely affect the SAMSON COMMUNICATIONS PTY LTD network, a supplier's network; or
- d. adversely affect another person's use of or access to the Fair Use Services, the SAMSON COMMUNICATIONS PTY LTD network or a supplier's network.

Without limitation:

- a. Fraudulent use includes resupplying or reselling a Service without SAMSON COMMUNICATIONS PTY LTD written consent so that someone else may access, use or commercially exploit a Fair Use Service;
- b. Non-ordinary use includes circumstances where You make or receive calls and/or make use of the internet on Our network in any non-ordinary manner without obtaining Our written consent first, which consent We may give or withhold, or make subject to conditions, in Our discretion. Use in a non-ordinary manner includes:
 - i. in the case of fixed line services:
 - a. usage for running a telemarketing business or call centre; and

b. usage with handsets, auto-dialler devices or software or other equipment that have not been approved by Us for use on Our Network;

ii. in the case of mobile services, any use of a SIM in a SIM box, GSM gateway or any device that is used to automatically re-route calls;

iii. usage to menace, harass or injure any person or damage anything;

iv. usage in connection with an infringement or committing an offence against any law, standard or code; or

v. any other activity which would not be reasonably regarded as ordinary use in relation to the Fair Use Service.

Our Rights

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; and/or

b. terminate the Service in accordance with Our Agreement with You.

This policy is supplementary to and does not limit any of SAMSON COMMUNICATIONS PTY LTD's rights.