



Fair Use Policy

GENERAL TERMS

1. This policy aims to ensure Yolk Utilities is able to provide quality services to all of our customers, and no customers are disadvantaged by the behaviour of others. Yolk Utilities is a residential and business provider of internet, phone and mobile services.
2. This policy should be read in conjunction with the Standard Form of Agreement (SFOA) and subject to the SFOA.
3. This policy applies to any promotion or plan which is advertised on our website for internet, phone or mobile services.
4. Yolk Utilities is a residential provider of internet and phone services. These services are not recommended or permitted for business use.

USE POLICY

1. Yolk Utilities reserves the right to vary the terms of the Fair Use Policy at any time.
2. An up to date copy of this policy may be obtained from our website www.yolk.net.au or by contacting Customer Service on 1800 9655 00.

UNREASONABLE USE

1. Without limiting the meaning of 'unreasonable', we supply the service and each of the value added services for the purpose of your personal use.
2. We consider your use of the service or a value added service feature, to be unreasonable if you:
 - a) make or receive calls or send or receive content on our network other than for your own personal use, or
 - b) use the service for commercial purposes without obtaining our written consent first. Commercial purposes includes, without limitation, the following activities:
 - i. wholesaling any service (including transit, refile or aggregate domestic or international traffic) on our network
 - ii. using the service (including any SIM card) in connection with a device that switches or

- iii. reroutes calls to or from our network or the network of any supplier; using the service or a value added service feature in connection with a switch device which overcomes the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access our network;
- iv. running a telemarketing business or call centre;
- v. downloading content for business use.

We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

ACCEPTABLE USE

1. To the extent that your use of the service provides you with access to the Internet, you must be over the age of 18 years of age, or if you are not over 18 years of age, you must obtain the consent of a parent, teacher or other responsible adult prior to accessing the service.
2. You must not use the service in a manner which interferes with the rights of other users. For example, you must not:
 - i. provide false user information to us or other users,
 - ii. send large amounts of unsolicited or unwanted emails or message to individuals or individual business accounts, or
 - iii. send any commercial electronic messages in breach of the Spam Act, or iv. gain access to a person's private information (or attempt to do so).
3. In using the service, you must not break any laws or infringe the rights of other persons. For example, you must not:
 - i. distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material,
 - ii. defame, harass or abuse anyone or violate their privacy,
 - iii. contravene any applicable laws,
 - iii. distribute or make available material that is misleading or deceptive as to your identity,
 - iv. infringe any person's intellectual property rights,

- v. monitor 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
- vi. interfere or disrupt the service, any computer system access through it or any other person's use of it.

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

5. You may only use any content accessible through the service for personal and non-commercial purposes. You may not otherwise copy, publish, re-publish, re-distribute, re-communicate or otherwise commercially exploit such content in any form or by any method whatsoever. 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.

6. To detect and deal with breaches of this policy and to ensure compliance with any relevant industry code of practice, notification or direction by any relevant regulatory authority, we:

- i. will co-operate with other carriage service providers to control unacceptable user behaviour,
- ii. may give your details to the police and to other law enforcement agencies if you are suspected of breaking any laws in connection with the use of the service,
- iii. may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients),
- iv. may exercise any rights we have under the SFOA, including suspending or cancelling use of the service,
- v. may remove any content from our servers,
- vi. may filter the content made available to you via the service or restrict your access to a particular site,
- vii. may take any other action we deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.

7. Acceptable usage of included or unlimited telephone plans refers to:

- i. residential calls to standard local and

national telephone numbers in Australia, residential calls to Australian mobile phone services in Australia, residential calls to Australian free phone (1800) services

ii.

BREACH OF POLICY

If your usage is deemed to be outside of the acceptable usage described above, we may ask you to reduce your use of the affected usage type. If usage continues at an excessive level following this request, we may:

- i. suspend or limit your service or your access to these offers, or
- ii. terminate the Agreement,

In each case immediately and without notice to you.

13. Please note, unless the Telecommunications Consumer Protection Code applies to your contract with us, that our right to suspend your access to these value added service features without notice under this Policy overrides any requirement we may have to give you notice in other parts of the SFOA.