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<b>PART D: Crazy John's Fair Use Policy</b>
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## 1. Application of this Part

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- 1.1 The aim of this Fair Use Policy is to ensure that we provide quality mobile services to all of our customers, and that no customer is disadvantaged by the conduct of others.
- 1.2 This Fair Use Policy applies to:
- (a) Crazy John's Post Paid Mobile Services;
  - (b) Crazy John's Prepaid Mobile Services; and
  - (c) any Crazy John's Promotion.
- 1.3 Crazy John's may rely on the Fair Use Policy where Your usage of the Service is excessive or unreasonable, as defined below.

## 2. Interpretation and Definitions

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- 2.1 Certain words used are given a specific meaning located in the dictionary contained in schedule 1 of the General Terms. Those words are indicated by capitalising the word in this document.
- 2.2 The following terms referred to in this Fair Use Policy have the following meanings:
- (a) **Crazy John's Promotion** means any promotion or service which is advertised by Crazy John's as subject to the Fair Use Policy.
  - (b) **Excessive Use** has the meaning given to that term by clause 3.2.
  - (c) **Fraudulent Use** means:
    - (i) any fraudulent or other illegal conduct by You or anyone using Your Service;
    - (ii) wholesaling, reselling or re-supplying a Crazy John's Service without Crazy John's consent so that someone else may access or use Crazy John's Service or the Crazy John's Network;
    - (iii) using the Service in connection with a device that switches or re-routes any part of the Service to or from the Crazy John's Network or the Network of any other service provider;
    - (iv) doing any act or thing which may damage, interfere with or otherwise impair the functionality of the Service or the Crazy John's Network; and
    - (v) any use of the Service in a manner which we consider to be offensive, derogatory, defamatory, harassing, or contrary to the public interest or national security.
  - (d) **Unreasonable Use** has the meaning given to that term by clause 4.1.

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### **3. Excessive Use**

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3.1 You must not use the Service so excessively as to disadvantage other users.

3.2 Excessive Use includes:

- (a) making or receiving more than 500 video calls per month;
- (b) downloading and/or uploading of more than 1 gigabyte (GB) of GPRS Data per Billing Period to or from Your Handset;
- (c) downloading or streaming more than \$50 of Content (including accessing email) per Billing Period onto Your Handset; and
- (d) in the case of the Bonus Options:
  - (i) for the 'Half Price Text' Bonus Option, sending or receiving more than 1000 SMS per Billing Period;
  - (ii) for the 'Half Price to Crazy John's' Bonus Option, using more than 1000 minutes per Billing Period;
  - (iii) for the 'Half Price Fixed' Bonus Option, using more than 1000 minutes per Billing Period; and
  - (iv) for the 'Half Price Family & Friends' Bonus Option, using more than 1000 minutes per Billing Period; and
- (e) conduct which is advertised by Crazy John's or its affiliates as excessive in connection with a Crazy John's Promotion.

### **4. Unreasonable Use**

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4.1 Unreasonable Use includes:

- (a) where Your use of the Service is reasonably considered by us to be a Fraudulent Use, or a use which adversely affects the Crazy John's Network or another Crazy John's customer's use of or access to the Service or the Crazy John's Network;
- (b) where Your use of GPRS Data is reasonably considered by us to be a Fraudulent Use, or a use which adversely affects the Crazy John's Network or another Crazy John's customer's use of or access to the Service or the Crazy John's Network;
- (c) where Your downloading of Content is reasonably considered by us to be a Fraudulent Use, or a use which adversely affects the Crazy John's Network or another Crazy John's customer's use of or access to a Crazy John's Service or the Crazy John's Network; and
- (d) where Your participation in a Crazy John's Promotion is reasonably considered by us to be a Fraudulent Use, or a use which adversely affects the Crazy John's Network or another Crazy John's customer's use of or access to a Crazy John's service or the Crazy John's Network.

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## **5. Breach of the Fair Use Policy**

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- 5.1 To detect and deal with breaches of this Fair Use Policy, we may take the following action:
- (a) coordinate with other service providers to control unreasonable user behaviour;
  - (b) give details of users who are suspected of breaking any laws in connection with the Service to the appropriate law enforcement body or other regulatory body;
  - (c) implement technical mechanisms to prevent behaviour that breaches this Fair Use Policy; and
  - (d) exercise any rights we have under the Contract (such rights include the right to Suspend, Restrict or cancel Your Service).
- 5.2 We may take any other action we deem appropriate, including taking action against You to recover the costs and expenses of identifying a breach of this Fair Use Policy.
- 5.3 We may monitor Your use of the Service to ensure Your compliance with this Fair Use Policy. In conjunction with the relevant law enforcement body or other regulatory body, we may investigate any misuse of the Service by You. If Your use of the Service results in loss to us or other users, we may require You to pay compensation.

## **6. Our Rights**

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- 6.1 Where You are in breach of this Fair Use Policy, Crazy John's may contact You to discuss changing Your usage or Service so that it conforms to this Fair Use Policy.
- 6.2 If, after we have contacted You, Your Excessive Use or Unreasonable Use continues, we may, without further notice to You:
- (a) charge You a rate of 0.20c per KB for continued GPRS Data usage;
  - (b) Suspend or Restrict the Service (or any feature of it) for any period we think is reasonably necessary in accordance with the General Terms; or
  - (c) cancel Your Service in accordance with the General Terms.
- 6.3 Our right to Suspend, Restrict or cancel the Service without notice to You under clause 6.2 overrides any requirements we may have to give You notice or Personal Notice under the General Terms or the relevant Service Description.
- 6.4 We reserve the right to vary the terms of this Fair Use Policy from time to time.