

VIRGIN HOME PHONE FAIR USE POLICY

Appendix E

Click on the section that you are interested in

1	ABOUT THIS <i>APPENDIX</i>	1
2	AIM OF THIS POLICY	1
3	APPLICATION OF THIS POLICY	1
4	EXCESSIVE USE	1
5	UNREASONABLE USE	1

1 ABOUT THIS APPENDIX

- (a) This *appendix* sets out the Virgin Home Phone Fair Use Policy.
- (b) The meaning of the words printed *in italics like this* is set out at the end of the *service description* for the relevant *service*, in the *general terms* or in the *dictionary*.

2 AIM OF THIS POLICY

This policy aims to ensure *we* are able to provide quality service to all of *our* customers and to ensure no customers are disadvantaged by the behaviour of others.

3 APPLICATION OF THIS POLICY

This policy applies to Virgin Mobile's home phone *service*, that is, the home phone component of the Broadband at Home *service*. Specifically, this policy applies to Unlimited Local and National Call Promotions for customers, including:

- (a) Unlimited Local Calls plans or promotions offered on the Virgin Home Phone *service*; and
- (b) Any other unlimited call plans or promotions offered on the Virgin Home Phone *service*;

4 EXCESSIVE USE

To ensure the availability of *our services* to all eligible customers, if *you* are an excessive user of the unlimited call plans or promotions, *we* may ask *you* to reduce *your* usage of these calls (outgoing or incoming). If usage continues at an excessive level, *we* may refuse *you* access to these offers.

5 UNREASONABLE USE

In addition, and without limiting *our* rights under the *agreement*, where *we* consider *your* use of the unlimited call plans or promotions is unreasonable, then *we* may suspend *your* access to that or any other promotion immediately and without notice to *you*.

Please note that *our* right to suspend or *cancel the service* **without notice to you** under this clause overrides any requirement *we* may have to give *you* notice in other parts of the *agreement*, for example under clauses 11.3(b) and 12.1(b) of the *general terms*.

Without limiting the meaning of 'unreasonable':

- (a) *we* supply the service for the purpose of *you* making calls from *your* home phone, on *our network* for *your* own personal use and not for any commercial purpose.

We consider *your* use of the *service* to be unreasonable if *you* make or receive *calls* on *our network* other than for *your* own personal use.

- (b) *we* also consider *your* use of the *service* to be unreasonable if:

- (i) *your* usage of the *service* affects other customers' access to the *network*; or
- (ii) *you* wholesale any *service* or use the *service* in connection with any device that switches or reroutes calls which overcome the time cap on free or flat call rates, potentially keeping a line open for hours; or
- (iii) *you* use the *service* in connection with a device that automatically transmits or receives data or other information, or
- (iv) *you* use the *service* in connection with a device that automatically dials numbers either from a list or are generated randomly,
- (v) *you* make or receive *calls* on *our network* for the purposes of resale, re-supply or commercial exploitation.