

## Introduction

This Fair Use Policy ("Policy") sets out the guidelines and limitations for the fair use of services provided by myhomefone (ACN 622 490 804) and associated businesses including DAKtel Australia (ACN 618 062 025), ("Provider"). This Policy applies to all customers and users ("Customers") of the Provider's telecommunications services. The purpose of this Policy is to ensure that all Customers have reasonable access to the Provider's services and to prevent abuse or excessive usage that may affect the quality of service for others.

Please note that all myhomefone services are classified as residential grade only.

## Fair Use Principles

The Provider supports the principles of fair use, which include but are not limited to:

### Reasonable Use

Customers are entitled to use the Provider's services for their personal or business needs, within reasonable limits defined by the Provider. Reasonable use implies usage patterns that are consistent with typical customer behaviour and conform to industry standards.

### Non-Commercial Use

The Provider's services are primarily intended for personal / residential use and should not be used for commercial purposes, including but not limited to reselling, retransmitting, or generating revenue from the services without prior written consent from the Provider.

### Lawful Use

Customers must use the Provider's services in compliance with applicable laws, regulations, and the Provider's Standard Form of Agreement, Terms and Conditions etc. Any illegal, fraudulent, or unauthorized use of the services is strictly prohibited. This includes providing false user information to use the service.

### Network Integrity

The Provider strives to provide a high-quality network experience for all Customers. Excessive or abusive usage that adversely affects network performance, capacity, or stability, as determined solely by the Provider, may be subject to restrictions, including the implementation of traffic management measures.

## Acceptable Use Guidelines

The following guidelines provide examples of usage that may be considered excessive or in violation of this Policy. This is not intended to be an exhaustive list:

### Unusually High Volume

Usage that significantly exceeds typical customer patterns, including but not limited to continuously uploading or downloading large files, extensive streaming, or running bandwidth-intensive applications for extended periods.

### Continuous Network Congestion

Usage that causes or contributes to network congestion, resulting in degraded service quality for other Customers.

### Business Use

Business customers subscribed to a residential, personal plan who use the service in a way that could not be reasonably regarded as ordinary personal use is considered 'unreasonable' by the Provider. Where applicable, customers must change to an appropriate business plan (where available).

## Commercial Use

Any use of the Provider's services for commercial purposes, including reselling, generating revenue, or offering telecommunications services without explicit authorisation from the Provider.

## Prohibited Activities

Use of automatic diallers, Telemarketing or Call Centres plus any activity that violates applicable laws, regulations, or the Provider's terms and conditions, such as hacking, spamming, distributing malware, or engaging in illegal file sharing.

## Equipment

Using any equipment or device (including SIM card) on our network that has not been authorised by us.

## Home and Mobile Phone Usage

The Phone Service is intended for personal or residential use only. Customers cannot use the Phone Service for activities that could result in substantial network congestion, including:

- Autodialing
- Continuous or extensive call forwarding
- Continuous connectivity
- Fax broadcasting
- Fax blasting
- Telemarketing
- Any other activity that deviates from reasonable personal or residential usage patterns; unless you first obtain our explicit written permission.

## Data Usage

The Data Service is intended for personal or residential use only.

### (a) Unlimited Plans

Unlimited means that the amount of data a Customer may download, or upload, is not usually limited by a set quota. However, this does not imply the amount of data one can download or upload is infinite. No data usage charges apply however, a shaping or speed-limiting policy may apply if usage of the service is deemed by the Provider as extreme or abusive.

### (b) Limited Plans

If the Customer has a data-limited plan and exceeds the data allowance, the service will either; be suspended for the remainder of the billing period or have a shaping or speed-limiting policy applied. Refer to the Critical Information Summary for the specifics of each plan. Some plans offer Customers the ability to pay an additional fee to remove restrictions and increase the data allowance.

### (c) Failover Services

Backup connections (such as 4G for fixed-line services) may be suspended or terminated, with or without notice, if the Provider detects the use of any failover service as the primary data service (where there is no fault with the primary data service).

## Consequences of Policy Violations

### Monitoring and Investigation

The Provider reserves the right to monitor and investigate Customers' usage patterns to determine compliance with this Policy. This may include analysing network traffic data, reviewing account records, or employing other reasonable means to assess usage.

### Notification and Warning

If the Provider identifies excessive or abusive usage that violates this Policy, it may issue a warning to the Customer, advising them to adjust their usage patterns to conform to the Policy guidelines. Under specific circumstances like

engaging in illegal activities or non-ordinary use, the Provider retains the authority to promptly suspend or terminate your service without prior notice.

## Remedial Actions

In cases of continued non-compliance or where excessive usage persists despite warnings, the Provider may take appropriate remedial actions, including but not limited to:

- (a) Temporary Service Throttling: Temporarily reducing the speed or bandwidth available to the Customer's service to alleviate network congestion.
- (b) Service Suspension or Termination: Suspending or terminating the Customer's access to the Provider's services in extreme cases of non-compliance or where the usage poses a significant risk to network integrity.

## Review and Appeals

Customers have the right to request a review or appeal the Provider's decisions regarding Policy violations. Such requests should be made in writing, and the Provider will assess them on a case-by-case basis.

## Policy Updates

The Provider reserves the right to modify or update this Fair Use Policy as necessary to address changing circumstances, advances in technology, and regulatory requirements, or to improve the quality and fairness of its services. Customers will be notified of any significant changes to the Policy through appropriate means, such as email, website announcements, or account notifications.

## Contact Information

If you have any questions, concerns, or requests regarding this Fair Use Policy, please contact us using the following details:

myhomefone

Address: Unit 75/45-51 Huntley St, Alexandria NSW 2015

Email: support@myhomefone.com.au

Phone: 1300 031 107

*By using the Provider's services, Customers acknowledge that they have read, understood, and agreed to comply with this Fair Use Policy, in addition to the Provider's Standard Form of Agreement/terms and conditions and other applicable policies or agreements.*