

## Tangerine Fair Use Policy

### 1. General

This Policy aims to ensure Tangerine is able to provide quality services to all of our customers, and that our customers do not use our products or services in an excessive, unreasonable or fraudulent manner that may harm or disadvantage others.

This Policy is subject to and should be read in conjunction with our [Standard Form of Agreement](#) (SFOA).

This Policy applies to any promotion or plan which is stated to be subject to our Fair Use Policy. Some of our services may also be subject to additional fair use policies or terms, as determined by our wholesale suppliers of those services. Please review the relevant Schedule of our SFOA that applies to your service for further information about these additional fair use policies or terms.

Generally, legitimate use of our services for their intended purpose will not cause you to be in breach this Policy, noting that:

- if you are a residential customer, our services are for your personal use only; and
- if you are a business customer, our services are for your use in the ordinary course of your business.

Tangerine reserves the right to vary this Policy at any time. An up-to-date copy of this Policy is available at <https://www.tangerinetelecom.com.au/policies> or by contacting Customer Service on 1800 211 112.

### 2. Unreasonable use

You must not make unreasonable use of the services we supply to you. Unreasonable use includes any use that we consider (in our reasonable opinion):

- interferes with others' use of the networks over which the services are provided;

- causes significant congestion or reduces our ability to provide quality services to other uses of the networks;
- attempts to bypass or manipulate limitations or usage restrictions on the services, including by switching or rerouting call traffic, disguising the originating party information, or breaching any other use limitations for the relevant services set out in our SFOA;
- involves wholesaling, reselling or charging for access to any service without our express prior written agreement; or
- constitutes abnormal or excessive use of the service in violation of this Policy or the terms that apply to that service.

### 3. Unacceptable use

You must not use the services we supply to you for any unacceptable, inappropriate, unlawful or harmful purpose, including which:

- is illegal, fraudulent or in breach of any binding code, standard or content requirement in any Australian jurisdiction;
- interferes with the rights of third parties;
- involves the provision of false information to us or other users;
- involves the sending of unsolicited or unwanted commercial electronic messages to individuals or businesses;
- uses the services to gain improper access to another person's personal information or accounts;
- uses the services to violate any laws or the rights of any third parties;
- uses the services to distribute or make available indecent, obscene, defamatory, offensive, pornographic, illegal or confidential material, or material which incites violence or hatred towards any person or class of persons;

- to make inappropriate contact with children or minors, or to provide unrestricted access to material that is inappropriate for minors;
- involves distributing or making available material that is misleading or deceptive in any way;
- infringes any person’s intellectual property rights; or
- monitors 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.

#### 4. Your use of the internet

Where our services allow you to access and use the internet, you are responsible for your use or misuse of those services. You must comply with any rules imposed by any third party whose content or service you access using the service.

We do not bear any responsibility or liability for your use of the internet. You are responsible for all content that you publish using our services.

You are responsible for taking any steps you consider necessary to prevent access to offensive or obscene content on the internet by children or minors who you allow to use your Tangerine internet service, such as the use of content filtering programs. Information about content filtering program is available on the [Communications Alliance website](#).

If you experience:

- cyber bullying of a child;
- cyber abuse of an adult;
- image based abuse (involving actual or threatened sharing of an intimate image or video without consent); or
- illegal or restricted content on the internet that shows or describes sexual abuse or exploitation of children, pro-terror material or material that promotes, incites or instructs in matters of crime or violence,

please report it to the [eSafety Commissioner](#).

We may block access to, remove, or refuse to post any content which you attempt to post, which we reasonably consider to be offensive, indecent, unlawful or otherwise inappropriate or in breach of this Policy.

We may be directed by a court, regulator or law enforcement agency to remove content from our servers or to block users from accessing content via the internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the internet where directed by the copyright holder.

#### 5. Monitoring compliance with this Policy

We are under no obligation to monitor your transmissions or any content you publish using our services. However, we may from time to time monitor transmissions or published content to protect our business, other customers and the public, as well as to ensure you are complying with the terms of this Policy.

We take active steps to detect and prevent uses of our services and networks that are fraudulent or otherwise in breach of this Policy. One potential indicator of fraud is highly unusual or excessive use of particular services or features.

##### **Mobile Service Usage Limit Controls**

We apply usage limit controls as set out in the table below to certain features of our mobile services:

Mobile Feature	Usage Period	Usage Limit
International Voice	3 days	1500 minutes
Domestic Voice	3 days	1440 minutes
International SMS	3 days	300 SMS
Domestic SMS	3 days	1000 SMS

Usage limit counters reset at midnight every 3 days. You will receive an SMS from us if you reach 85% of any of the above usage limits during any 3-day window.

If you breach the usage limit for a call feature, your call may be disconnected, and you may be barred from further use of this feature. If you breach the usage limit for an SMS feature, you may be barred from further use of this feature.

Usage that breaches our mobile usage limit controls is likely to be accidental (e.g. a call has inadvertently been left running or a device has malfunctioned), or a strong indicator that a service is being used in breach of this Policy.

We may agree to remove usage limit controls on mobile services on a case-by-case basis where you have legitimate reasons to exceed these limits and we agree that it is reasonable to do so.

### **Scam SMS Blocking**

Our wholesale mobile network operator may also use its cyber safety capability to inspect the content and metadata of SMS messages sent using our mobile services (including text, time, sender, number of messages sent, and recipient) to determine whether an SMS message is a “scam SMS” (as defined in the Communications Alliance *Industry Code C661:2022 Reducing Scam Calls and Scam SMS*).

If our wholesale mobile network operator identifies an SMS message as a scam SMS, the operator may:

- block, or prevent the incoming delivery to you of, any such scam SMS (**Incoming Message Blocking**);
- block, or prevent delivery of any such scam SMS (**Outgoing Message Blocking**); and/or
- subject to the paragraph below, block or prevent any mobile number associated with a scam SMS from being used to send any SMS messages (**Number Blocking**).

Number Blocking will not prevent you from making voice calls using the mobile number that is the subject of Number Blocking.

You will not be able to retrieve any SMS message that our network operator blocks in

connection with Incoming Message Blocking, Outgoing Message Blocking, or Number Blocking.

Neither we nor our wholesale mobile network operator are required to notify you of any blocking activity undertaken in accordance with this section.

To the extent permitted by law, neither we nor our wholesale mobile network operator have any liability to you in connection with any Incoming Message Blocking, Outgoing Message Blocking, or Number Blocking, including:

- any failure to block a scam SMS;
- blocking of an SMS which is incorrectly identified as a scam SMS; or
- blocking of any SMS message on a mobile number which is incorrectly identified as being associated with scam SMS.

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If you believe your service has been misused by a third party, has been blocked or barred as a result of an accident or error, or you wish to request that usage limit controls be removed from your service, please [contact us](#) to discuss an appropriate resolution.

## **6. Breach of Policy**

If you are in breach of this Policy or any additional fair use terms that apply to your service in accordance with our SFOA, we may take remedial action. We may also take remedial action if we are required to do so by applicable law, a regulator or court order.

Where reasonable and not prevented by law, we will notify you that you are in breach of this Policy and/or the fair use terms in our SFOA using the contact details we have registered for your account (which may include email, SMS or phone), or by sending you a notification via our customer portal.

If we deem your usage to be unreasonable or a minor breach of this Policy, we may first request that you correct your use before we take any other action, such as by requiring you to change or reduce your use in a manner that brings it in compliance with this Policy and our SFOA.

If we deem your usage to be a material breach of this Policy, to have serious consequences to others, or to remain uncorrected within a reasonable period after we have notified you of the breach, we may immediately (with or without notice to you):

- give you a warning that further repetition of the breaching activities may result in suspension or termination of your service;
- suspend or limit all or any part of your service;
- terminate your contract with us for the service;
- exercise any other rights or remedies we have under our SFOA;
- filter, block or remove any of your content from our servers or networks;
- implement technical mechanisms to prevent behaviour which breaches this Policy;
- co-operate with other carriers and carriage service providers to control and prevent unacceptable behaviour;
- report any conduct or activities to applicable law enforcement or regulatory agencies; and/or
- take any other action we deem necessary, including action against offenders to recover costs and expenses.