

OUR CUSTOMER FAIR PLAY POLICY



Orbit Satellite – Orbit Track – Orbit UAV
COMMUNICATIONS SOLUTIONS VEHICLE REPORTING SOLUTIONS DRONE SALES & SERVICE

PART A – GENERAL

What we can do

- 1.1 If we reasonably believe that you are in breach of this FairPlay Policy, we can:
 - (a) cancel or limit your right to use a FairPlay offer without telling you before we do so; and
 - (b) suspend or cancel your mobile services which have been used in connection with the FairPlay offers by telling you in writing 30 days before we do so.
- 1.2 If we believe on reasonable grounds that you are in breach of this FairPlay Policy, you must pay us the standard applicable retail rate (without any FairPlay offer applied) You must do so for all of the mobile services which have been used in connection with the FairPlay offers.
- 1.3 If you have already paid us for such mobile services, you must pay us the difference between the standard applicable retail rate (without any FairPlay offer applied) and the amount you have paid to us, from the date we notify you that we intend to charge you the standard applicable retail rate.

2 ORBIT FAIRPLAY POLICY – PERSONAL USE

What is the FairPlay Policy?

- 2.1 It is important to us that our customers can access our services. Because of this, you must follow our FairPlay Policy when you use any of our special offers giving you calls or data usage for free or at rates lower than the standard rates for such calls or data usage as set out in Our Customer Terms. These are sometimes known as FairPlay offers.

The special offers include Bonus Options, Bonus Data Dollars and other consumer special offers and discounts.
- 2.2 Our FairPlay Policy is intended to ensure that our customers do not use our services or FairPlay offers in an excessive, unreasonable or fraudulent manner or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended retail purposes for which they are supplied to you will not breach our FairPlay Policy.
- 2.3 If you are acquiring our services predominantly for the purpose of personal, domestic or household use, this FairPlay Policy – Personal Use applies to you. Otherwise, the FairPlay Policy – Business Use set out above and following applies to you.
- 2.4 If our FairPlay offers cover non-voice calls, then you must follow the FairPlay Policy when you use both voice calls and non-voice calls.
- 2.5 We can rely on our FairPlay Policy where you have used our FairPlay offers in a way that is excessive or unreasonable (as set out below) or in the situations set out below under "Commercial use".

PART A – GENERAL

Commercial use

- 2.6 The services and FairPlay offers we make available under this section of Our Customer Terms are intended for retail customers to use for their own personal and business usage. We make available wholesale services under other sections of Our Customer Terms. Such wholesale services are made available pursuant to terms and conditions (including prices) which are intended to provide both us and our customers a fair commercial return. Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs.
- 2.7 You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale. If you breach this clause the FairPlay Policy – Business Use set out above and following applies to you.
- 2.8 You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider. If you breach this clause the FairPlay Policy – Business Use set out above and following applies to you.
- 2.9 You can only use a SIM card that we provide you with handsets or other devices that have been approved by us for use on our networks. We can rely on our FairPlay Policy – Personal Use if we reasonably think that you have breached this clause.

Excessive use

- 2.10 Unless a FairPlay offer has been promoted as providing incoming calls or usage, you must not use any of our FairPlay offers in a way that is excessive.
- 2.11 Unless the terms relating to a specific FairPlay offer state otherwise, we consider that using more than \$100 each month on incoming calls on any satellite service for two consecutive months is excessive use of our FairPlay offers.
- 2.12 In the case of FairPlay offers about SMS text messages, we consider that excessive use is:
- (a) in the case of the C8FREEXT Bonus Option, more than 200 messages from a mobile phone in a C8FREEXT period; and
 - (b) in all other cases, more than 100 SMS text messages from a mobile phone each day.
- 2.13 In the case of FairPlay offers about MMS, we consider that excessive use is MMS sent to more than 50 people each day where each MMS is sent to a mobile phone or email address.
- 2.14 In the case of Orbit Mobile Broadband Next G PC Packs, we consider that excessive use is 12000 MB per month. When calculating data volumes for this purpose:
- (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
 - (b) 1024 bytes = 1 kilobyte (kB) and 1024 kilobytes = 1 megabyte (MB).

PART A – GENERAL

Unreasonable use

2.15 You must not use any of our FairPlay offers in a way that is unreasonable. We consider it unreasonable where you use a FairPlay offer fraudulently or in a manner that causes significant network congestion. Fraudulent use of a FairPlay offer covers resupplying our mobile service without our consent, so that someone else can take advantage of a FairPlay offer.

What we can do

2.16 If you are in breach of our FairPlay Policy, we will tell you by writing to you, telephoning you or sending you a text message. If you do not follow our FairPlay Policy (or fix the breach) within 30 days of us telling you, we can cancel or limit your right to use a FairPlay offer or we can suspend or cancel your mobile services.

2.17 Additional Terms If you have taken up:

- (a) an Endless Data plan;
- (b) another plan that has been promoted as providing unlimited data; or
- (c) a mobile or tablet plan on or after 27 July 2018,

the following additional FairPlay Policy terms also apply to you

2.18 You may use your service for your own personal use only and may not use your service in a manner that we reasonably consider is 'unacceptable' or 'unreasonable' given the nature of the plan. This includes using your service:

- (a) other than in a way that is reasonably considered to be ordinary personal use;
- (b) in a manner that causes significant network congestion or in a manner which impedes our ability to provide quality services to other users of our network;
- (c) for the purposes of arbitrage;
- (d) with any form of encryption that is intended to avoid or limit the detection of any form of data usage (such as video, music and connecting your smartphone to another device e.g. via tethering);
- (e) in connection with any application or software that are intended to avoid or limit the operation of applicable speed caps;
- (f) for bulk SMS or other bulk messaging;
- (g) to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- (h) as part of unusual or excessive use of back to base services.

2.19 In addition to the rights we have under clause 2.16, if we reasonably consider that you are using your service fraudulently or in breach of clause 2.18, your service may be slowed, suspended, terminated or restricted without notice to you. We will try to tell you before we terminate or suspend your service if it is reasonably possible for us to do so.

2.20 To the extent of any inconsistency between these Additional Terms and other FairPlay terms, these Additional Terms will apply.