

# Yomojo Fair Use Policy

As at 24 May 2017

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## **1. ILLEGAL AND INFRINGING USE**

You must not use your Yomojo service to breach, or in a way which will breach, any laws (whether criminal or civil) or to infringe on the rights of a third party. This includes, without limitation:

1. fraudulent, deceptive or illegal activity;
2. infringement of copyright, trademarks or other intellectual property rights;
3. infringement of laws relating to censorship and classification of material; or
4. using the Service to create, forward or distribute defamatory statements.

## **2. UNREASONABLE USE OF RESOURCES**

1. Your Yomojo service is provided for personal use and is not for commercial use or for use as a permanent connection. Personal use means that the Yomojo products and services are used by individuals, only for private use and in a manner which is reasonable. You must not:
  - a) use software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
  - b) download software or other material for sale, distribution or other non-personal use;
  - c) attempt to make more than one simultaneous connection to the Service; or use our service for mass distribution to a large number of recipients.
  - d) run a telemarketing business or call centre;
  - e) re-supply, resell or commercially exploit the service or re-route call traffic in order to disguise the originating party or for the purposes of resale;
  - f) call 13xx or 18xx numbers to make indirect calls through other providers
  - g) use the service for the purpose of arbitrage
  - h) make or receive calls on our network for the purpose of resale, resupply or commercial exploitation;
  - i) use the service to continuously call forward or to initiate multiple simultaneous calls;
  - j) send bulk messaging through the service
2. We consider your use of a service to be unreasonable if you make or receive calls on our network other than for your own personal use, as stated above.
3. We consider your use of a service to be unreasonable if your use is considered fraudulent by Yomojo or to adversely affect the Yomojo network or another customer's use of, or access to, a service provided by Yomojo or our network.
4. Among other things, unreasonable use includes resupplying a Service without Yomojo's consent so that a third party may access or use Yomojo's Services.
5. In addition, where we consider your use of Yomojo's Services to be unreasonable or that your use does not comply with the Service Terms, then we may suspend your access to that or any other promotion or offer immediately, without notice to you.

### **3. WHAT HAPPENS IF YOU BREACH THIS POLICY?**

If we believe on reasonable grounds that you have breached this Policy or engaged in any Unreasonable Use of the Service, we may (but are not obliged to) take one or more of the following steps:

- a) contact you about your breach and, if your breach continues, we may suspend, limit or terminate your Service;
- b) place you in a separate pool of users with similar usage patterns in order to free up resources for other users;
- c) inform appropriate government and regulatory authorities of suspected illegal or infringing conduct;
- d) delete or edit any of your data (including web page content) stored on our computer systems;
- e) where we consider your breach to be material, without notice suspend your access to the Service indefinitely or for a specific period;
- f) place usage, time or download limitations on your use of the Service;
- g) refuse, in our absolute discretion, to renew any Service used by you in the future.