

Fair Use Policy

This Fair Use policy applies to ONETEC COMMUNICATIONS Services.

It is important to ONETEC COMMUNICATIONS that all eligible ONETEC COMMUNICATIONS customers are able to access our Services. Accordingly, We have devised a Fair Use Policy which applies to:

- (a) usage of ONETEC COMMUNICATIONS Services and Plans; and
- (b) any promotions or Services which are advertised by ONETEC COMMUNICATIONS as subject to the Fair Use Policy ("Fair Use Promotions").

We reserve the right to vary the terms of the Fair Use Policy from time to time.

ONETEC COMMUNICATIONS may rely on the Fair Use Policy where:

- (a) your usage of ONETEC COMMUNICATIONS Services is unreasonable; or
- (b) your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.

Unreasonable Use

It is unreasonable use of ONETEC COMMUNICATIONS Services where your use of ONETEC COMMUNICATIONS Services is reasonably considered by ONETEC COMMUNICATIONS to be excessive, fraudulent or to adversely affect the ONETEC COMMUNICATIONS Network or other ONETEC COMMUNICATIONS customers' use of or access to a ONETEC COMMUNICATIONS Service or the ONETEC COMMUNICATIONS Network.

It is unreasonable use of a Fair Use Promotion where Your participation in a Fair Use Promotion is reasonably considered by ONETEC COMMUNICATIONS to be excessive, fraudulent or to adversely affect the ONETEC COMMUNICATIONS network or another ONETEC COMMUNICATIONS customer's use of or access to a ONETEC COMMUNICATIONS service or the ONETEC COMMUNICATIONS network.

Among other things, "fraudulent use" includes resupplying a ONETEC COMMUNICATIONS Service without ONETEC COMMUNICATIONS's consent so that someone else may access or use ONETEC COMMUNICATIONS Data Services or take advantage of a Fair Use Promotion.

Our Rights

Where You are in breach of this Fair Use Policy, ONETEC COMMUNICATIONS may contact You to discuss changing Your usage so that it conforms to this Fair Use Policy.

If, after ONETEC COMMUNICATIONS has contacted you, Your excessive or unreasonable use continues, ONETEC COMMUNICATIONS may, without further notice to you:

- (a) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; and/or
- (b) terminate Your agreement with ONETEC COMMUNICATIONS.