

DODO MOBILE FAIR GO™ POLICY

1 ABOUT THIS POLICY

- (a) This is the Dodo Mobile Fair Go™ Policy. It applies to Dodo mobile post paid and pre-paid services. So in this Policy, ‘*service*’ or ‘*services*’ means the Dodo mobile post paid and pre-paid services as applicable to *you*, the individual user.
- (b) The meaning of the words printed *like this* is set out at the end of this policy.

2 GENERAL

- (a) This policy aims to ensure *we* are able to provide quality mobile services to all of *our* customers, and no customers are disadvantaged by the behaviour of others.
- (b) This policy applies where:
 - (i) there is a:
 - (A) level of free time on calls, or
 - (B) flat charge for part or all of a call, whether in connection with a specific promotion or pricing plan, or a generally available pricing plan.
 - (ii) *you* may send or receive text or multimedia messages, for example, without limitation, SMS, Dodo MMS, (see clause 5 below),
 - (iii) *you* may connect to and use information services on Optus Zoo (via WAP CSD, WAP GPRS or 3G) (see clause 5 below),
 - (iv) *you* may connect to the Internet using Wireless Internet (see clause 5 below),
 - (v) *you* use Optus Web SMS, Optus Web MMS, Dodo SMS Broadcast, Optus Zoo (via WAP CSD, WAP GPRS or 3G), Wireless Internet or BlackBerry from Dodo or Dodo (see clause 7 below);
 - (vi) *you* use the Dodo Mobile IM *value added service feature* (see clause 8 below);
 - (vii) *you* use the FindA Services under the Optus Zoo *value added service feature* (see clause 9 below);
 - (viii) *you* use the MobileMail *value added service feature* (see clauses 7 and 11 below); or
 - (ix) *you* use the DodoVoicemail *value added service feature* and *you* are a *small or medium business customer*

connected to a plan with an 'Unlimited Voicemail' offer (see clause 12 below).

3 FREE TIME OR FLAT CHARGE ON CALLS - EXCESSIVE USE

- (a) If *you* are an excessive user of free time or flat charge call offers we may ask *you* to reduce *your* use of these calls (outgoing or incoming). If usage continues at an excessive level following this request and *you* are an:
- (i) Dodo Post-paid Mobile Service customer, we may refuse *you* access to these offers. *You* will then be charged *our* standard rates for calls, and
 - (ii) Dodo Pre-Paid Mobile Service customer, the *service may be cancelled*, or we may suspend *your* access to a free time offer or move *you* to a different call rate plan, at *our* discretion.
- (b) We consider 'excessive' use to be usage of more than 2,000 minutes free per month per *service*, except for 'yes' international calls, 'excessive' use is more than 300 minutes per month per *service*.

4 FREE TIME OR FLAT CHARGE ON CALLS - UNREASONABLE USE

- (a) In addition, and without limiting *our* rights under the *SFOA*, or the relevant *service description*, where we consider *your* use of a free time or flat charge offer is unreasonable, then we may:
- (i) suspend *your* access to that or any other free time or flat charge offer, or
 - (ii) suspend or *cancel the service* or *your* access to a *value added service feature*,
- in each case immediately and without notice to *you*.

Please note that *our* right to suspend or *cancel the service* **without notice to *you*** under this clause overrides any requirement we may have to give *you* notice in the *SFOA* (as applicable to *you*).

- (b) Without limiting the meaning of 'unreasonable', we supply the *service* and each of the value added services for the purpose of *you*:
- (i) making calls from the receiving calls to *your mobile phone*, and
 - (ii) sending *content* from and receiving *content* to *your mobile phone*
- on *our supplier's network* for *your* own personal or business use.
- (c) We consider *your* use of the *service* or a *value added service feature*, to be unreasonable if *you*:
- (i) make or receive calls or send or receive *content* on *our supplier's network* other than for *your* own personal or business use, as described in paragraph (b) above,

- (ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on *our supplier's network*, or
 - (iii) use the *service* (including any *Dodo SIM card*) in connection with a device that switches or reroutes calls to or from *our supplier's network*.
 - (iv) without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.
- (d) *We* also consider *your* use of the *service* or a *value added service feature* to be unreasonable if *you* set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access *our network*.

5 SMS, DODO MMS, OPTUS ZOO AND WIRELESS INTERNET - EXCESSIVE AND UNREASONABLE USE

- (a) As set out above, this policy applies to:
- (i) the sending and receiving of SMS text messages by Dodo post-paid and Dodo pre-paid mobile customers,
 - (ii) the sending and receiving of MMS multimedia messages by Dodo post-paid customers, and
 - (iii) the use of Optus Zoo and Wireless Internet.
- (b) To ensure the availability of these *value added service features* to all eligible customers, if *you* are an excessive user of these *value added service features* we may request *you* reduce *your* use (outgoing or incoming messages, or uploading or downloading of data, as the case may be) of these *value added service features*. If usage continues at an excessive level, *we* may suspend *your* access to these *value added service features*.
- (c) Further, for any *specials* relating to these *value added service features*, if *you* are an excessive user of these *value added service features* under the *special* we may request *you* to reduce *your* use (outgoing or incoming messages, or uploading or downloading of data, as the case may be) of these *value added service features*. For the period of the *special*, if usage continues at an excessive level, *we* may bill *you* the standard rates for all messages or usage above the number or amount *we* consider as excessive usage.
- (d) *We* consider 'excessive' use of:
- (i) SMS to be usage of more than 500 SMS text message sent per month per *service*.
 - (ii) Dodo MMS to be usage of more than 500 Dodo MMS messages sent per month per *service*,
 - (iii) Dodo MMS Video to be usage of more than 300 Dodo MMS Video messages requested per month per *service*,

- (iv) Optus Zoo via WAP CSD to be usage of more than 20 hours per month per *service*,
 - (v) Optus Zoo via WAP GPRS to be usage of more than 5 megabytes downloaded per month per *service*,
 - (vi) Optus Zoo, for the Optus Live TV Service, to be usage of more than 10 megabytes downloaded per month per *service*.
 - (vii) Optus Zoo, for the PhoneBook Backup service, to be more than 5 backups per day per *service*
- (e) Additionally, we may suspend *your* access to these *value added service features* without notice where we deem *your* use to be unreasonable. Without limiting the meaning of 'unreasonable', we supply the *service* and each of the value added services for the purpose of *you*:
- (i) making calls from the receiving calls to *your mobile phone*, and
 - (ii) sending *content* from and receiving *content* to *your mobile phone*
- on *our network* for *your* own personal or business use.

Please note that *our* right to suspend *your* access to these *value added service features* **without notice** under this clause overrides any requirement we may have to give *you* notice in other parts of the *SFOA*(as applicable to *you*).

- (f) We consider *your* use of the *service* or a *value added service feature*, to be unreasonable if *you*:
- (i) make or receive calls or send or receive *content* on *our supplier's network* other than for *your* own personal or business use, as described in paragraph (b) above,
 - (ii) wholesale any service (including transit, refile or aggregate domestic or international traffic) on *our supplier's network*, or
 - (iii) use the *service* (including any *Dodo SIM card*) in connection with a device that switches or reroutes calls to or from *our supplier's network*,
- without obtaining *our* written consent first. We may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.
- (g) We also consider *your* use of the *service* or a *value added service feature* to be unreasonable if *you* set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access *our supplier's network*.

- (h) Where *we* deem *your* use unreasonable, *we* may bill *you* at the standard rates for all messages above the number defined as excessive usage.

6 DODO PUSH TO TALK - EXCESSIVE USE

- (a) As set out above, this policy applies to all Dodo Push to Talk usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of Dodo Push to Talk *we* may request that *you* reduce *your* use of these calls (outgoing or incoming). If excessive use of Dodo Push to Talk continues following this request, *we* may charge any excess usage at *your* peak digital mobile voice calling rate.
- (b) *We* consider 'excessive' use of Dodo Push to Talk to be more than 150 minutes of use per month per *service* on the daily fee.
- (c) *We* consider 'excessive' use of Dodo Push to Talk to be more than 200 minutes of use per month per *service* on the monthly rate for Dodo Push to Talk Service.

7 OPTUS WEB SMS, OPTUS WEB MMS, DODO SMS BROADCAST, OPTUS ZOO (VIA WAP CSD, WAP GPRS OR 3G), WIRELESS INTERNET, BLACKBERRY FROM DODO OR MOBILEMAIL - ACCEPTABLE USE

- (a) If *you* use Optus Web SMS, Optus Web MMS, Dodo SMS Broadcast, Optus Zoo (via WAP CSD, WAP GPRS or 3G), Wireless Internet, BlackBerry from Dodo or any of MobileMail, MobileMail Corporate or MobileMail Business *value added services*, *you* must comply with this policy, which is designed to ensure *your* use of the *service* does not break any laws or interfere with the right of *our* other customers to use the *service*. If *you* fail to comply, *we* may suspend or cancel *your* use of the *service* or *value added service feature*.
- (b) To the extent that *your* use of the *service* provides *you* with access to the Internet, *you* must be over the age of 18 years of age, or if *you* are not over 18 years of age, *you* must obtain the consent of a parent, teacher or other responsible adult prior to accessing the *service*.
- (c) *You* must not use the *service* in a manner which interferes with the rights of other users. For example, *you* must not:
- (i) provide false user information to *us* or other users,
 - (ii) send large amounts of unsolicited or unwanted emails or message to individuals or individual business accounts, or
 - (iii) gain access to a person's private information (or attempt to do so).
- (d) In using the *service*, *you* must not break any laws or infringe the rights of other persons. For example, *you* must not:

- (i) distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material,
 - (ii) defame, harass or abuse anyone or violate their privacy,
 - (iii) contravene any applicable laws,
 - (iv) distribute or make available material that is misleading or deceptive as to *your* identity,
 - (v) infringe any person's *intellectual property rights*,
 - (vi) monitor 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, or
 - (vii) interfere or disrupt the *service*, any computer system access through it or any other person's use of it.
- (e) *You* must comply with any rules imposed by any third party whose *content* or service *you* access using the *service*.
- (f) *You* may only use any *content* accessible through the *service* for personal and non-commercial purposes. *You* may not otherwise copy, publish, re-publish, re-distribute, re-communicate or otherwise commercially exploit such *content* in any form or by any method whatsoever. For the avoidance of doubt, this prohibition includes framing, linking, posting in news groups and any other form of copying by persons other than as approved by the content provider.
- (g) To detect and deal with breaches of this policy and to ensure compliance with any relevant industry code of practice, notification or direction by any relevant regulatory authority, *we*:
- (i) will co-operate with other *carriage service providers* to control unacceptable user behaviour,
 - (ii) may give *your* details to the police and to other law enforcement agencies if *you* are suspected of breaking any laws in connection with the use of the *service*,
 - (iii) may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients),
 - (iv) may exercise any rights *we* have under the *SFOA*, or relevant *service description*, including suspending or *cancelling use of the service*,
 - (v) may remove any *content* from *our* servers,
 - (vi) may filter the *content* made available to *you* via the *service* or restrict *your* access to a particular site,
 - (vii) may take any other action *we* deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.

8 DODO MOBILE IM - EXCESSIVE USE

- (a) As set out above, this policy applies to all Dodo Mobile IM usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of Dodo Mobile IM *we* may request that *you* reduce *your* use of these messages (outgoing or incoming). If excessive use of Dodo Mobile IM continues following this request, *we* may charge any excess usage at *your* peak digital mobile rate (GSM or 3G).
- (b) *We* consider 'excessive' use of Dodo Mobile IM to be more than 1Mb of data usage per day when *you* pay us a daily rate.
- (c) *We* consider 'excessive' use of Dodo Mobile IM to be more than 10Mb of data usage per month when *you* pay us a monthly rate for Mobile IM Services.

9 FINDA SERVICES / FRIEND FINDA SERVICE - EXCESSIVE USE

- (a) As set out above, this policy applies to all FindA Service usage and to Friend FindA Service usage. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of the FindA Services or Friend FindA Service, *we* may request that *you* reduce *your* use of these services. If excessive use of FindA Services or Friend FindA Service continues following this request, *we* may suspend your access to this *value added service feature*.
- (b) *We* consider 'excessive' use of FindA Services to be more than 300 maps downloaded per month when *you* pay us a monthly rate for FindA Services.
- (c) *We* consider 'excessive' use of Friend FindA Services to be if *you* make more than 60 successful location requests per month when *you* pay us a monthly rate for Friend FindA Services.
- (d) *We* consider 'excessive' use of FindA Services (when these services are free pursuant to a special promotion) to be if *you* use the FindA Services more than 50 times.

10 MOBILEMAIL – EXCESSIVE USE

- (a) This policy applies to use of the MobileMail *value added service*. To ensure the availability of *our* services to all eligible customers, if *you* are an excessive user of MobileMail, *we* may request that *you* reduce *your* use of the service. If excessive use of MobileMail continues following this request, *we* may suspend *your* access to the *value added service feature*.
- (b) *We* consider 'excessive' use of MobileMail to be more than 5MB downloaded per month when *you* pay us a monthly rate for MobileMail.

11 MYSPACE MOBILE – EXCESSIVE USE

- (a) If *you* use MySpace Mobile, *you* must comply with this policy, which is designed to ensure *your* use of the *service* does not break any laws or interfere with the right of *our* other customers to use the

service. If *you* fail to comply, *we* may suspend or cancel *your* use of the *service* or *value added service feature*.

- (b) *You* must not use the *service* in a manner which interferes with the rights of other users. For example, *you* must not:
 - (i) provide false user information to *us* or other users,
 - (ii) send large amounts of unsolicited or unwanted messages to individuals or individual business accounts, or
- (c) In using the *service*, *you* must not break any laws or infringe the rights of other persons. For example, *you* must not:
 - (i) distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material,
 - (ii) defame, harass or abuse anyone or violate their privacy,
 - (iii) contravene any applicable laws,
 - (iv) distribute or make available material that is misleading or deceptive as to *your* identity,
 - (v) infringe any person's *intellectual property rights*,
 - (vi) monitor 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, or
 - (vii) interfere or disrupt the *service*, any computer system access through it or any other person's use of it.
- (d) *You* must comply with any rules imposed by any third party whose content or service *you* access using the *service*.
- (e) *You* may only use any content accessible through the *service* for personal and non-commercial purposes. *You* may not otherwise copy, publish, re-publish, re-distribute, re-communicate or otherwise commercially exploit such content in any form or by any method whatsoever. For the avoidance of doubt, this prohibition includes framing, linking, posting in news groups and any other form of copying by persons other than as approved by the content provider.
- (f) To detect and deal with breaches of this policy and to ensure compliance with any relevant industry code of practice, notification or direction by any relevant regulatory authority, *we*:
 - (i) will co-operate with other carriage service providers to control unacceptable user behaviour,
 - (ii) may give your details to the police and to other law enforcement agencies if *you* are suspected of breaking any laws in connection with the use of the *service*,
 - (iii) may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients),

- (iv) may exercise any rights we have under the consumer terms, the SMB terms, the general terms, or relevant service description, including suspending or cancelling use of the service,
- (v) may remove any content from our servers,
- (vi) may filter the content made available to you via the service or restrict your access to a particular site,
- (vii) may take any other action we deem appropriate, including taking action against offenders to recover costs and expenses of identifying them.

EXCESSIVE USE

- (g) To ensure the availability of our services to all eligible customers, if you are an excessive user of the MySpace Mobile service, data accessed within and from the MySpace Mobile service, we may ask you to reduce your usage of the service. If usage continues at an excessive level, we may refuse you access to this service and/or change correspondingly as a result thereof.

UNREASONABLE USE

- (h) In addition, and without limiting *our* rights under the *agreement*, where we consider *your* use of the MySpace Mobile service, data accessed within and from the MySpace Mobile service, is unreasonable, then *we* may suspend *your* access to the MySpace Mobile service immediately and without notice to *you*. We will then charge you correspondingly as a result thereof.

Please note that *our* right to suspend or *cancel the service* **without notice to *you*** under this clause overrides any requirement *we* may have to give *you* notice in other parts of the *agreement*, for example under clauses 11.3(b) and 12.1(b) of the *consumer terms* or the *SMB terms* (as applicable to *you*).

- (i) Without limiting the meaning of 'unreasonable', in respect of Unlimited MySpace Mobile Pack and Unlimited MySpace data and other offers for Dodo customers:
 - (i) *we* supply the service for the purpose of *you* to access the service, on our network for *your* own personal use and not for any commercial purpose.
 - (ii) *We* consider *your* use of the *service* to be unreasonable if *you* are not using this *service* in accordance with the Dodo Fair Go policy.
 - (iii) *We* consider *your* use of the *service* to be unreasonable if *you* access the MySpace Mobile service for the purpose of re-sale, re-supply or commercial exploitation, without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.

- (j) Without limiting the meaning of 'unreasonable', in respect of offers to all Dodo consumer and small or medium business customers, we also consider your use of the service to be unreasonable if:
- (i) your usage of the service affects other customers' access to the network; or
 - (ii) you set up switch devices which overcome the subscription and/or pricing charges, potentially keeping a session open for hours and limiting the ability for other customers to access the service.

12 MOBILE CAP AND UNLIMITED CAP PLANS - UNREASONABLE USE

12.1 This policy applies to all Mobile Cap Plans and Unlimited Cap Plans. Without limiting *our* rights under the *agreement*, where *we* consider *your* use of the following offers is unreasonable or *your* use of the following offers does not comply with the terms of the offer then we may immediately without notice to you suspend your access to these offers:

- (a) Unlimited standard local and national calls within Australia on selected Mobile Cap Plans and Unlimited Cap Plans ("Local & National Calls" Offer); and/or
- (b) Unlimited standard text within Australia on selected Mobile Cap Plans and Unlimited Cap Plans ("Text" Offer).

12.2 We may then charge you our standard rates for those calls (as set out in the standard pricing table for the relevant service).

Please note that our right to suspend or cancel the service without notice to you under this clause overrides any requirement we may have to give you notice in other parts of the agreement.

Consumer Offer

12.3 In this section, "Unreasonable use" means, in respect of:

- (a) The Local & National Calls and the Text Offer for *consumer* customers, we supply the *service* for the purpose of you making calls from *your personal mobile phone*, on *our network* for *your* own personal use and not for any *commercial purpose*.

commercial purpose includes the following activities:

- (i) calls made for a business operated at home;
- (ii) running a telemarketing business or call centre;
- (iii) SIM boxing or using other devices;
- (iv) re-supplying or reselling the service; or
- (v) other similar activities.

We consider *your* use of the *service* to be unreasonable if *you* make or receive calls on *our network* other than for *your* own personal use, as described in this paragraph without obtaining *our* written consent

first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in our discretion.

Small and Medium Business Offer

12.4 In this section, “Unreasonable use” means, in respect of:

- (a) The Local & National Calls and the Text Offer for *Small and Medium Business* customers, we supply the service for the purpose of *you* making calls for business purposes, but not for the purposes of re-sale, re-supply, SIM boxing or using other devices.
- (b) *We* consider *your* use of the *service* to be unreasonable if *you* make or receive calls on *our network* for the purpose of re-sale, re-supply or SIM boxing or using other devices, without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make our consent subject to conditions, in our discretion.

13 MEANING OF WORDS

In this document the following words have these meanings:

Dodo means Dodo Australia Pty Limited ACN 097 636 970

Policy means this document, as may be amended by Dodo from time to time on 14 days notice;

Service means any Dodo mobile service provided by Dodo to You, together with associated services such as customer support.

You means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;

Us/Our/We means Dodo Australia Pty Limited ACN 097 636 970