



FAIR USE POLICY

ABOUT THE POLICY

- Your use of the Service signifies your acceptance and adherence to the Flip TV (Flip) Fair Use Policy. Please read it carefully.
- This Policy aims to ensure that Flip is able to provide quality services to all its customers, and that customers do not use our products or services in an excessive, unreasonable or fraudulent manner that may harm or disadvantage others.
- If in Flip's opinion, you breach the Fair Use Policy by actions that are considered excessive, unreasonable, fraudulent, abusive or inappropriate and by definition considered unlawful; Flip may suspend your service and pending further investigation may result in termination. Furthermore, if there are services that in any way may be determined as being illegal, inappropriate, or detrimental to our network or any customers, we may terminate your service without notice.

The Fair Use Policy applies to all Flip services. You may not use the service in a manner which is 'unreasonable' or 'unacceptable'.

1 - UNREASONABLE USE

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

Flip considers your use of the service unreasonable if you use it in a manner which is other than it was intended for.

Below we list some examples of uses which we consider 'unreasonable':

- extensive Internet, Mobile or Phone usage of the service affects other customers' access to the network;
- having set up Switches or SIM devices that 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;
- interfering with others' use of the networks over which the services are provided;
- causing significant congestion which reduces our ability to provide quality services to other uses of the networks;
- wholesaling, reselling or charging for access to any service without our express prior written agreement;
- using the service for bulk messaging; or



- a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use.

2 - UNACCEPTABLE USE

Flip considers your use of the service unreasonable if you use it in a manner which is other than it was intended for.

Below we list some examples of uses which we consider 'unreasonable':

- providing false user information to us or other users;
- sending large amounts of unsolicited or unwanted messages to individuals or individual business accounts;
- using the service to obtain or attempt to obtain unauthorised access to any computer, system or network;
- breaking any laws or infringe the rights of other persons. (E.g. distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material);
- using the service to defame, harass or abuse anyone or violate their privacy;
- contravene any applicable laws,
- distributing or making available material that is misleading or deceptive as to your identity;
- infringing on any person's intellectual property rights; or
- monitoring 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 interfere or disrupt the service, any computer system access through it or any other person's use of it.

You must comply with any rules imposed by any third party whose content or service you access using the Service.

You may only use any content accessible through the Service for personal and non-commercial purposes. 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.