

Spacetalk Fair Use Policy

Spacetalk is committed to ensuring all customers have fair access to the telecommunications services we provide ("**Services**"). Our Fair Use Policy ("**Fair Use Policy**") aims to ensure that our customers do not use our Services in any way that we consider to be excessive, unreasonable or fraudulent, or in connection with equipment that has not been approved by us

In addition to your other agreed terms and conditions with Spacetalk, our Fair Use Policy sets out specific responsibilities regarding your use of our Services. It also confirms steps we may take to ensure compliance with this Fair Use Policy as well as setting out our responsibilities to comply with directions from the regulatory bodies.

Unless otherwise indicated, capitalised terms used in this Fair Use Policy have the meanings given to them in the Master Terms of Use. This Fair Use Policy should be read in conjunction with our Master Terms of Use and any Service Terms or Promotional Terms applicable to you, and to the extent of any inconsistency, the terms of the Master Terms of Use shall prevail.

Application

The Fair Use Policy applies to all our Services, including Services provided in conjunction with any promotional offers.

Your obligation to comply with this Fair Use Policy includes ensuring that any person you allow to use your Service also complies with this Fair Use Policy.

Personal Use

You are obligated to only use the Service for ordinary, personal use. Personal use means use by an individual for private, non-commercial purposes and in a manner that is fair, reasonable and acceptable.

Unless subscribed to a business use plan, use of our Services for business, commercial or organisational purposes is not permitted and constitutes a breach of this Policy.

Unreasonable use

You must not use your Service unreasonably. We consider your use of the Service unreasonable if you use it in a manner which is other than it was intended for.

Some examples of what we consider 'unreasonable' include but are not limited to:

- (a) using a residential service for business, commercial, or organisational purposes;
- (b) using a business service in ways beyond normal business activity (e.g., as a call distribution hub);
- (c) making or receiving excessive volumes of calls, texts, or data compared to typical users;
- (d) using continuous or excessive call forwarding;
- (e) making multiple simultaneous calls from a single service or SIM;
- (f) keeping lines open for prolonged periods beyond ordinary use;
- (g) connecting to auto-diallers or systems that make calls automatically;

- (h) using multiple SIMs or services in coordination to mimic trunking, PBX operations, or high-volume routing in a manner not intended for standard use sending bulk SMS or MMS, even for non-commercial reasons;
- (i) regularly exceeding usage thresholds in a way that affects network reliability or performance;
- (j) using the service in a way that causes high or disproportionate load on the network;
- (k) excessive tethering or hotspot use beyond reasonable personal device connection;
- (l) frequently swapping SIMs or devices to extend use or bypass plan limitations;
- (m) cycling through services or numbers to repeatedly access promotions or quota resets; and
- (n) coordinating multiple services to simulate large-scale or high-volume use not intended by the plan.

Unacceptable use

You must not use your Service in a manner which improperly interferes with another person's use of our Service or for illegal or unlawful purposes. You must not use any equipment or device on our network (including SIM cards) which have not been approved by us. We consider the use of our Services or unauthorised equipment in this way to be unacceptable. Some additional examples of uses which we consider 'unacceptable' include but are not limited to:

- (a) providing false user information;
- (b) engaging in or attempting to engage in any scam or fraudulent activity;
- (c) sending unsolicited messages, including Spam (as given the meaning in the Spam Act 2003);
- (d) transmitting or making available obscene, indecent, pornographic, illegal, or confidential material;
- (e) creating or sending inappropriate or harmful content, including content that is in contravention of any Australian State, Territory or Commonwealth law, including the Online Safety Act 2021 (Cth);
- (f) breaching any applicable law, relevant code or regulation;
- (g) connecting the service to unauthorised equipment or devices that have not been approved for use on the network, including any device used for SIM boxing, call re-routing, or automated switching;
- (h) using our Service for mass distribution to a large number of recipients;
- (i) making non-emergency communications with rescue or emergency services;
- (j) distributing or making available any material that is misleading or misleading about your identity;
- (k) monitoring data or traffic on any network or system without the authorisation of the owner of the network or system to do so;
- (l) seeking to compromise the security or interfere with the operation of our Service or any other computer, system, or network;
- (m) creating or distributing any material that you know or suspect may contain viruses, malware, or other malicious or harmful component;
- (n) obtaining or attempting to obtain unauthorised access to any computer, system or network;

- (o) using the service in a manner that involves resupplying, reselling, wholesale supply, or aggregation of services (including SIMs) to third parties, either for profit or redistribution;
- (p) using the service for the purposes of arbitrage, call pumping, or to financially benefit from routing calls through high-cost or manipulated channels;
- (q) infringing anyone's intellectual property rights, including copyright;
- (r) attempting to unlawfully gain access to personal information or financial details; and
- (s) defaming, harassing, or abusing anyone or violating their privacy.

No excessive use

You must not use your Service excessively. Factors we reasonably consider may point to excessive use include, but are not limited to:

- (a) significant and unusually high volume of uploads or messages (including SMS, MMS or emails);
- (b) messages (including SMS, MMS or emails) to a significant and unusually high volume of recipients;
- (c) activity suggesting your Service is infected with a virus or other malicious software;
- (d) excessive use that is detrimental to you or our other customers;
- (e) any usage that suggests irregular network access, such as unusually long calls, an unusual pattern of messages or short calls over a short time, an unusually large volume of calls (particularly to international services);
- (f) any other characteristics we consider are not associated with ordinary personal use; and
- (g) any other considerations recommended or mandated by any law, regulation or applicable code of practice.

Breaches of this Fair Use Policy

If your use of our Service is in breach of this Fair Use Policy, we may change your service and contact you to provide you with 30 days to comply with this Fair Use Policy. If you continue to use the Service or product in a way which we consider to be in breach of this Fair Use Policy, we reserve the right to remove features from your Service or, subject to any applicable law, regulation or code, suspend or terminate your Service immediately.

If we reasonably suspect you to be using your Service for fraudulent activity or scams, we may take any other actions we deem reasonably necessary to protect customers or our network, including initiating formal legal proceedings against you. We reserve the right to immediately suspend or terminate your Service without notice if such use contravenes our wholesale supplier obligations or threatens the integrity of the network.

Changes

By using our Services, you agree to comply with the terms of this Fair Use Policy as published on our website. Spacetalk may change this Fair Use Policy from time to time by publishing changes to it on our website at <https://spacetalk.co/>. We encourage you to check our website periodically to ensure you are aware of our current Fair Use Policy. Any material changes will be notified to you in accordance with the notice provisions in your Master Terms of Use. Your continued use of our Service after such notice will constitute acceptance of the variation.