

Jeenee Mobile Fair Use Policy

The Jeenee Mobile Fair Use Policy aims to ensure Jeenee Mobile is able to provide quality mobile services to all its customers, and no customers are disadvantaged by the behaviour of others.

Terms used in this document appearing in italics are defined in the Jeenee Mobile Consumer Terms.

Personal Use

All of Jeenee Mobile's products and services are for personal use only (see the terms and conditions which apply to each product and service). Personal use means that an individual person uses our products and services for reasonable private use only. This includes making and receiving calls, sending and receiving SMS and MMS messages and the use of data services. Use of Jeenee Mobile's services for business purposes – including carrying out the operations of large groups and organisations - falls outside personal use and is prohibited. Breach of this will result in immediate termination of the account.

Unacceptable Use

This Policy applies to all telecommunication services provided by Jeenee Mobile. In the event that Jeenee Mobile considers a customer's use of the service as unacceptable, then Jeenee Mobile may immediately suspend or cancel any existing Jeenee Mobile service to that customer.

Unacceptable Use includes (but is not limited to) the following activities:

- Running a telemarketing business or call centre
- SIM boxing
- Transiting, refiling or aggregating domestic or international traffic on the Jeenee Mobile network (or on Jeenee Mobile's host carrier network) in connection with the customer's service
- Using the customer's service in connection with a device that switches or reroutes calls to or from the Jeenee Mobile network (or on Jeenee Mobile's host carrier network), or the network of any supplier.

Unreasonable Use

For the purposes of the policy, we consider unreasonable use to occur where usage activity adversely affects any part of Jeenee Mobile's network or Jeenee Mobile's host carrier's network or adversely affects the ability of other Jeenee Mobile's customers to use a service, where a service is used in connection with a device that switches or reroutes calls to or from any part of Jeenee Mobile's network or any part of Jeenee Mobile's host carrier's network, or where we have reason to believe that a product or service is being used for fraudulent purposes.

Some examples of unreasonable use include but are not limited to:

- Leaving a call connection open for purposes unrelated to making a call, or while in an unattended state for a prolonged period of time eg. as a baby monitor
- Using Jeenee Mobile's telephony services for mass distribution to a large number of recipients
- Using the product to provide call centre services, to carry out telemarketing or for other business use
- The use of calling cards, dialling applications or apps, or VoIP services, where the call is re-routed to another destination, service or number. This policy applies where there is a level of free time on calls, or where there is a flat charge for part or all of a call, whether in connection with a specific promotion or rate plan, or a generally available rate plan.

Jeenee Mobile Fair Use Policy

This Policy applies where there is a level of free time on calls, or where there is a flat charge for part or all of a call, whether in connection with a specific promotion or rate plan, or a generally available rate plan.

Free Time / Flat Charge on Calls: Excessive Use

To ensure the availability of Jeenee Mobile services to customers, Jeenee Mobile may require customers who are excessive users of free time / flat charge call offers, to reduce their use of these calls (outgoing or incoming). If usage continues at an excessive level following this request, Jeenee Mobile may, at its option:

- (a) Immediately refuse access to these offers by those customers; and/or
- (b) Immediately cancel or suspend any existing mobile services to those customers.

Jeenee Mobile currently considers “excessive” use to be usage of more than 4,000 minutes free or flat charge per month per mobile device (SIM card) unless otherwise expressly set out to the contrary in any rate plan.

Free Time / Flat Charge on Calls: Unreasonable Use

In addition, and without limiting Jeenee Mobile’s rights under the Jeenee Mobile Service Description, where Jeenee Mobile considers a customer’s use of a free time / flat charge offer is unreasonable, then Jeenee Mobile may, at its option:

- (a) Immediately suspend or refuse that customer access to that or any other free time / flat charge offer, and/or
- (b) Immediately suspend or cancel any existing Jeenee Mobile service to that customer.

Without limiting the meaning of “unreasonable”:

1. Jeenee Mobile supplies the mobile services for the purpose of customers:
 - (a) Originating (making) calls or other mobile services on the Jeenee Mobile network, and
 - (b) Terminating (receiving) calls or other mobile services on the Jeenee Mobile network, which originate on the Jeenee Mobile network or on the network of another supplier with which Jeenee Mobile (or Jeenee Mobile’s network supplier) has a current interconnection arrangement.
2. Jeenee Mobile considers a customer’s use of the mobile services, or an individual mobile service, to be unreasonable if the customer originates or terminates calls or other services on the Jeenee Mobile network (or permits another person to do so) in connection with the mobile services or an individual mobile service other than as described in paragraph 1 above, without the prior written consent of Jeenee Mobile.
3. Jeenee Mobile also considers the use of a Jeenee Mobile service to be unreasonable (even if otherwise permitted under paragraph 1 above) if the customer:
 - (a) Transits, refiles or aggregates domestic or international traffic on the Jeenee Mobile network in connection with that Jeenee Mobile service, or
 - (b) Uses the mobile services or an individual mobile service (including any SIM Card) in connection with a device that switches or reroutes calls to or from the Jeenee Mobile network or the network of any supplier, (or permits another person to do so), without the prior written consent of Jeenee Mobile.
4. Jeenee Mobile may give or withhold its consent in paragraphs 2 and 3, or make this consent subject to conditions, in each case in Jeenee Mobile’s absolute and unfettered discretion.
5. Jeenee Mobile also considers a customer’s use of the mobile services, or an individual mobile service, to be unreasonable if the customer sets 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 the network.

6. Other Jeenee Mobile provided products such as Optus Web SMS, Optus Web MMS, Optus SMS Broadcast, Optus ZOO (Via Wap CSD, WAP GPRS or 3G), Wireless Internet, BlackBerry from Optus or Mobilemail – Acceptable Use:
- (a) If the customer uses Optus Web SMS, Optus Web MMS, Optus SMS Broadcast, Optus Zoo (via WAP CSD, WAP GPRS or 3G), Wireless Internet, BlackBerry from Optus or any MobileMail value added services, the customer must comply with the provisions of Section 6. If the customer fails to comply, Jeenee Mobile may suspend or cancel the customer's use of the service or Value Added Service Feature.
 - (b) Jeenee Mobile must comply with, and do all things reasonably necessary to assist in complying with, the Internet Industry Association Codes for Industry Co-Regulation in Areas of Internet and Mobile Content (pursuant to the requirements of the Broadcasting Services Act 1992 (Cth)), including the requirements regarding minors opening internet access accounts and limiting access to prohibited or restricted content.
 - (c) The customer must not use the service in a manner which interferes with the rights of other users. For example, the customer must not:
 - (i) Provide false user information to Jeenee Mobile or other customers,
 - (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, the customer must not break any laws or infringe the rights of other persons. For example, they must not:
 - (i) Distribute or make available indecent, obscene, offensive, 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 their identity,
 - (v) Infringe any person's intellectual property rights,
 - (vi) Monitor data or traffic on any network or system if the customer does 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) The customer must comply with any rules imposed by any third party whose content or service is accessed using the service.
 - (f) Except to the extent the customer has validly obtained a licence for the commercial use of the content the customer may only use any content accessible through the service for personal and non-commercial purposes. The customer may not otherwise copy, publish, republish, redistribute, 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) The customer acknowledges and agrees that 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, Jeenee Mobile:
 - (i) Will co-operate with other carriage service providers to control unacceptable user behaviour,

Jeenee Mobile Fair Use Policy

- (ii)** Jeenee Mobile will give details of the customer to the police and to other law enforcement agencies if the customer is suspected of breaking any laws in connection with the use of the service,
- (iii)** May implement technical mechanisms to prevent behaviour which breaches this Fair Use Policy (for example, which block multiple postings before they are forwarded to their intended recipients),
- (iv)** May exercise any rights we have under the agreement, including suspending or cancelling use of the service,
- (v)** May remove any content from our suppliers' servers,
- (vi)** May filter the content made available to customers via the service or restrict the customer's access to a particular site,
- (vii)** May take any other action Jeenee Mobile considers reasonably necessary.