



Spriggy Mobile Fair Go Policy



Table of contents

1. Fair Go Policy	3
2. Application	3
3. Personal use	3
4. Unreasonable use	3
5. Unacceptable use	4
6. No excessive use	5
7. Monitoring and network management	5
8. Breach of the Fair Go Policy	6

1. Fair Go Policy

Spriggy Mobile is committed to ensuring all customers have fair access to the telecommunications services we provide ("**Services**").

Our Fair Go Policy aims to ensure that our customers do not use our Services in a manner that we consider excessive, unreasonable or unacceptable, or in connection with equipment that has not been approved by us.

In addition to your other agreed terms and conditions with Spriggy Mobile, the Fair Go Policy sets out your responsibilities when you use our Services. It also confirms steps we may take to ensure and monitor compliance with this Fair Go Policy as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies.

Unless otherwise indicated, capitalised terms used in this Fair Go Policy have the meanings given to them in the [Master Terms of Use](#). This Fair Go 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.

2. Application

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

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

3. Personal use

Our Services are for your ordinary, personal use only. Personal use means use by an individual for private, non-commercial purposes and in a manner that is fair, reasonable and acceptable.

4. 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 the service for fraudulent, unlawful or improper purposes;
- (c) using the Service in connection with any device that switches or reroutes calls potentially keeping a line open for hours;
- (d) making or receiving excessive volumes of calls, texts, data or back-to-base communications compared to typical users;
- (e) calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card);
- (f) using the Service in connection with auto-diallers, predictive diallers or systems that automatically dial numbers from a list or generate numbers to call;
- (g) using continuous or excessive call forwarding, making multiple simultaneous calls from a single Service or SIM, or keeping lines open for prolonged periods beyond ordinary use;
- (h) using the Service for bulk messaging to consumer devices using software or other devices;
- (i) using a 'mobile voice' SIM card in a device that is not intended for mobile voice use;
- (j) regularly exceeding usage thresholds or using the Service in a way that causes high or disproportionate load on the network or affects network reliability or performance;
- (k) excessive tethering or hotspot use beyond reasonable personal device connection;

- (l) frequently swapping SIMs or devices, cycling through Services or numbers, or coordinating multiple Services to extend use, bypass plan limitations, repeatedly access promotions or quota resets, or simulate large-scale or high-volume use; or
- (m) using the Service in any way that is not consistent with standard person-to-person communication or the ordinary purpose of the Service.

5. Unacceptable use

You must not use your Service in any 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 devices 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 examples of uses which we consider 'unacceptable' include but are not limited to:

- (a) providing false, misleading or incomplete user information;
- (b) using the Service to send unsolicited, unwanted or commercial electronic messages, including Spam (within the meaning in the Spam Act 2003 (Cth));
- (c) using the Service for arbitrage, resale, resupply, wholesaling or other commercial exploitation, including to supply transit, refile, aggregation or domestic or international traffic;
- (d) using the Service in connection with SIM boxing, call routing, call switching, trunking, or other equipment or systems that switch, re-route or aggregate calls to or from our network or another carrier's network;
- (e) using the Service to run a telemarketing business or call centre;
- (f) breaching any applicable law, regulation, industry code or standard when using the Service;
- (g) transiting, refiling or aggregating domestic or international traffic on the Optus Network in connection with the Service;
- (h) using any equipment or device (including SIM card) on our network which has not been authorised by us;
- (i) using the Service to gain, or attempt to gain, improper access to another person's personal information, private information or financial details;
- (j) using the service for mass distribution of messages, calls or other communications to a large number of recipients;
- (k) transmitting, distributing, creating or making available material that is illegal, obscene, indecent, pornographic, offensive, confidential, harmful or otherwise inappropriate;
- (l) creating, transmitting or making available material that contravenes any Australian State, Territory or Commonwealth law, including the *Online Safety Act 2021*(Cth);
- (m) using the Service to gain, or attempt to gain, improper access to another person's private or personal information;
- (n) using the Service to defame, harass or abuse anyone or violate their privacy;
- (o) using the Service to distribute or make available material that is misleading or deceptive, including as to your identity;
- (p) using the Service to communicate with emergency service organisations where an emergency situation does not exist;
- (q) infringing any person's intellectual property rights, including copyright, when using the Service;
- (r) using the Service to monitor data or traffic on any network or system without authorisation of the owner of the network or system;

- (s) using the Service in a way which interferes with or disrupts the Service, any computer system accessed through it or any other person's use of it;
- (t) using the Service to obtain, or attempt to obtain, unauthorised access to any computer, system or network; or
- (u) using the Service in a manner designed to compromise security or interfere with the operation of the Service or any other computer, system or network.

6. 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, or an unusually large volume of calls (particularly to international services);
- (f) any other characteristics we consider are not associated with ordinary personal use; or
- (g) any other considerations recommended or mandated by any law, regulation or applicable code of practice.

As a guide, we consider more than 3,000 standard national SMS and MMS in a recharge period to be excessive. If you exceed this, we may restrict messaging until your next recharge.

Your use of the internet

Where our Services allow you access to the internet, you are responsible for any use or misuse of the Services, even if they were used, with or without your consent, by another person who gains access to them.

You must comply with any rules imposed by any third party whose content, website, application, platform or service you access using your Service.

You must not copy, publish, re-publish, re-distribute, re-communicate, frame, link to, post or otherwise commercially exploit any content accessed through the Service, unless you have the right to do so.

You are responsible for any content you publish, upload, send, receive, access or make available using the Service.

We may block access to, remove, filter or refuse to transmit any content where we consider it offensive, indecent, unlawful, harmful, inappropriate, in breach of this Fair Go Policy or where we are required or permitted to do so by law, a regulator, a law enforcement agency, a copyright owner, an industry code or the underlying network provider.

7. Monitoring and network management

We are not required to monitor your transmissions, communications or any content.

However, we, our suppliers or the underlying network provider may from time to time monitor, investigate, restrict, filter, block, suspend or manage use of the Service where reasonably necessary to:

- (a) protect network reliability, security, performance or availability;
- (b) detect, prevent or respond to fraud, Spam, malware, unlawful conduct, unreasonable use, excessive use or unacceptable use;

- (c) protect other customers, end users, suppliers, the network or the general public;
- (d) comply with any law, regulation, industry code, court order, regulator direction or law enforcement request;
- (e) comply with any request, requirement or direction of the underlying network provider;
or
- (f) enforce this Fair Go Policy, the [Master Terms of Use](#), any Service Terms or any other policy that applies to your Service.

This may include implementing technical mechanisms to prevent or limit behaviour that breaches this Fair Go Policy.

8. Breach of the Fair Go Policy

If we consider that you have breached any part of this Fair Go Policy, we may take any action we reasonably consider necessary, including:

- (a) contacting you and, if appropriate, asking you to modify your use of the Service;
- (b) warning you about your use;
- (c) restricting, blocking, limiting, suspending or cancelling your access to the Service or any feature, inclusion, promotional offer or value-added service;
- (d) terminating your agreement with us; or
- (e) reporting the conduct to the underlying network provider, a regulator, law enforcement agency or other relevant third party.

Where practicable and appropriate, we will generally try to contact you before suspending or cancelling your Service. However, we may act immediately and without notice where the conduct is unlawful, fraudulent, harmful, affects network reliability, security or performance, or where we are required or permitted to do so by law or by the underlying network provider.