



[FAIR USE POLICY]

1. SUMMARY

- 1.1) It is important to CovaU Mobile that all eligible CovaU Mobile customers are able to access our Services. Accordingly, we have devised a Fair Use Policy which applies to:
 - a. Usage of CovaU Mobile Services; and
 - b. Any promotions or Services which are advertised by CovaU Mobile are subject to this Fair Use Policy ("Fair Use Promotion")
- 1.2) We reserve the right to vary the terms of the Fair Use Policy from time to time.
- 1.3) Fair Use Policy will be applied if CovaU Mobile reasonably considers that
 - a. Your usage of our Services is unreasonable; or
 - b. Your participation in the promotion is unreasonable

2. UNREASONABLE AND EXCESSIVE USE

We consider unreasonable use to occur where usage activity adversely affects any part of CovaU Mobile's network or CovaU Mobile's host carrier's network or adversely affects the ability of other CovaU Mobile customers to use a service, where a service is used in connection with following:

- 2.1) Where your use of CovaU Mobile Services is reasonably considered by CovaU Mobile to be fraudulent use or to adversely affect the CovaU Mobile network or other CovaU Mobile customers' use of or access to CovaU Mobile Services or the CovaU Mobile network;
- 2.2) Use of a Fair Use Promotion where your participation in a Fair Use Promotion is reasonably considered by CovaU Mobile to be fraudulent or to adversely affect the CovaU Mobile network or another CovaU Mobile customer's use of or access to CovaU Mobile Services or CovaU Mobile network.
- 2.3) Among other things, "fraudulent use" includes resupplying a CovaU Mobile Service without CovaU Mobile's consent so that someone else may access or use the Services or take advantage of a Fair Use Promotion.
- 2.4) Excessive and unreasonable use also includes an abuse of the promotions wherein the opinion of CovaU Mobile, the Customer has, or is taking unfair or unreasonable advantage of such promotions and details examples of unreasonable use include but are not limited to;
 - a. Leaving a call connection open for purpose unrelated to making call, or while in an unattended state for a prolonged period of time eg. as a baby monitor or other security monitor purpose;
 - b. Using CovaU Mobile service for mass distribution to a large number of recipients;
 - c. Using the product to provide call center services, to carry out telemarketing or for other commercial use;
 - d. Use software (such as an automated agent) to maintain a connection or to reconnect when you are not personally using such connection or attempt to make more than one simultaneous connection to the Services;
 - e. Using a device that switches or reroutes calls to or from any part of CovaU Mobile network or any part of CovaU Mobile's host carrier's network
 - f. Re-supply or resell the Services

3. PERSONAL USE

Unless it is a CovaU Mobile business plan, all of our products and services are for personal use only. Personal use means that an individual person uses our product and service for private use only. This includes making and receiving calls, sending and receiving SMS and MMS messages and the use of data service. Use of our service for business and profit generation purpose including carrying out the operations of individual, small or large groups and organizations for profit generation purpose is prohibited.

4. OUR RIGHT

4.1) Where you are in breach of this Fair Use Policy, CovaU Mobile may contact you to discuss changing your usage so that it complies with this Fair Use Policy.

4.2) If, after CovaU Mobile has contacted you, your unreasonable use continues, CovaU Mobile would, without further notice to you;

a. Suspend or limit the Service (or any feature of it) for any period that we think is reasonably necessary; and/or

b. Terminate your contract/ agreement in accordance with the relevant part of the Customer Terms.