

It is important to Vertel that our customers/clients access our services. The excessive use, unreasonable use, or the fraudulent use of the services provided may affect the reliability and the quality of our services. This Fair Use Policy applies to all our eligible customers/clients to ensure the level of service provided.

Application:

This Fair Use Policy applies to our customers/clients using Vertel's Land Mobile Radio Team Talk services ('LMR TT').

Under this Policy, our customers/clients must not use LMR TT services excessively, unreasonably or fraudulently as defined below.

Definitions:

1. Vertel considers the following as an excessive use of our services:

The use of the service continuingly and unreasonably above a certain limit within a certain period of time; such limit is established solely by Vertel and may vary between customers/clients in accordance with the customers/client's provided service and/or Vertel's Network capacity at any certain stage.

2. Vertel considers the following as an unreasonable use of our services:

Any use that Vertel considers to adversely affect Vertel's Network or other Vertel's customers'/clients' use of or access to a Vertel's Service or Vertel's Network.

3. Vertel considers the following to be a fraudulent use of our services.

Any kind of resupplying a Vertel Service to a third party without Vertel's consent.

Vertel's Rights:

1. Where there is any breach of Vertel's Fair Use Policy, Vertel may notify the customer/client of the breach and the customer/client must:

(a) Discontinue the act or omission that constitutes the breach, remedy the breach where applicable, and comply with this Fair Use Policy immediately;

2. If the customer/client does not comply with this Fair Use Policy upon notification, Vertel may without further notification to the customer/client:

(a) Suspend or disconnect the service;

(b) Where applicable, Vertel may refuse the customer/client's access to Vertel's discounted offer and the customer/client will then be charged at Vertel's standard rates for the usage;

(c) Terminate the customer's/client's relevant agreement (signed between Vertel and the customer/client)' which applies to the relevant service.

3. Any breach of this Fair Use Policy is a breach of the relevant agreement (signed between Vertel and the customer/client), which applies to the relevant service.

4. Vertel may revise this Fair Use Policy from time to time without notice. The new version will be available online on our website www.vertel.com.au. Customers/clients should regularly check our website to ensure their compliance with the most recent version of our Fair Use Policy.