

VOICE SERVICES ACCEPTABLE USE POLICY

SUMMARY

1. Our Acceptable Use Policy applies to Services which are stated to be subject to the Acceptable Use Policy (“Acceptable Use Services”).
2. Our Acceptable Use Policy is intended to ensure:
 - (a) the availability of Our Services to all eligible Tekworx Telecommunication's Customers; and
 - (b) that the Acceptable Use Services are not used in an unreasonable manner.
3. We reserve the right to vary the terms of this Acceptable Use Policy from time to time.
4. We may rely on the Acceptable Use Policy where your usage of the Acceptable Use Services is unreasonable, as defined below.
5. Unless otherwise indicated, capitalised terms used in this Acceptable Use Policy have the meanings given to them in Our Agreement with You.

UNREASONABLE USE

1. It is unreasonable use of a Acceptable Use Service where Your use of the service is reasonably considered by Tekworx Telecommunications to:
 - (a) be fraudulent;
 - (b) involve a non-ordinary use;
 - (c) cause significant network congestion, disruption or otherwise adversely affect the Tekworx Telecommunications network, a supplier's network; or
 - (d) adversely affect another person's use of or access to the Acceptable Use Services, the Tekworx Telecommunications network or a supplier's network.
2. Without limitation:

(a)

Fraudulent use includes resupplying or reselling a Service without Tekworx Telecommunications' written consent so that someone else may access, use or commercially exploit a Acceptable Use Service;

(b)

Non-ordinary use includes circumstances where You make or receive calls and/or make use of the internet on Our network in any non-ordinary manner without obtaining Our written consent first, which consent We may give or withhold, or make subject to conditions, in Our discretion. Use in a non-ordinary manner includes:

i.

in the case of fixed line services:

A.

usage for running a telemarketing business or call centre; and

B.

usage with handsets, auto-dialler devices or software or other equipment that have not been approved by Us for use on Our Network;

ii.

in the case of mobile services, any use of a SIM in a SIM box, GSM gateway or any device that is used to automatically re-route calls;

iii.

usage to menace, harass or injure any person or damage anything;

iv.

usage in connection with an infringement or committing an offence against any law, standard or code; or

v.

any other activity which would not be reasonably regarded as ordinary use in relation to the Acceptable Use Service.

OUR RIGHTS

1.

If We reasonably consider Your use of the Acceptable Use Services is unreasonable, We may, at Our sole discretion, without telling You before We do so:

(a)

suspend or limit the Service (or any feature of it) in accordance with Our Agreement with You; and/or

(b)

terminate the Service in accordance with Our Agreement with You.

2.

This policy is supplementary to and does not limit any of Tekworx Telecommunications' rights.

