

This fair use policy sets out the standard of conduct that you are required to meet when you use Click Broadband internet services. It is a guideline which help to ensure that no single user compromises the performance of the broadband network for others.

What is Fair Use?

1. Unlimited means that the amount of data you download or upload is not limited, however, unlimited does not imply infinite data.
2. When you reach a downloaded and uploaded data limit, Click Broadband will not bill you for any data usage, nor will a shaping or speed limiting policy be applied to your service.
3. Factors outside the control of Click Broadband may have an effect of altering user experience and download speeds. For example, localised congestion of wholesale supplied backhaul may prevent our wholesale supplier providing the same speeds at all times of day.
4. The maximum data transfer speed of your connection is dependent on physical infrastructure such as your premises distance from the telephone exchange and quality of communications cabling. The speed of your own connection may place a limit to the amount of data that you are able to download.

Application of this Policy

1. This policy applies to services provided by Click Broadband and aims to avoid unfavorable impact to the quality and reliability of Click Broadband services to all of its customers and that no customer is disadvantaged by the conduct of other
2. In doing so, this policy ensures that all customers do not use Click Broadband services in an excessive or unreasonable manner.
3. Click Broadband has the right to amend the terms of this Fair Use Policy at Click Broadband's sole discretion from time to time. You may visit **www.clickbroadband.com.au** for the most current Fair Use Policy.
4. Click Broadband may rely on its Fair Use Policy where any customer's usage of the service is excessive or unreasonable.
5. If your use of the service is found to be excessive or unreasonable, we will contact you by phone using the contact details you have provided to us to suggest more appropriate broadband services or ask you to restrict your usage.
6. If after contacting you, your usage continues at an unreasonable level, this will amount to a breach of this policy.
7. This policy is supplementary to your obligations outlined in Click Broadband's Terms and Condition. Please visit **www.clickbroadband.com.au** for the most current Terms and Condition.

Fair Use Explained

Unfair use

1. Click Broadband Unlimited Broadband plans are intended for personal use by residential customers.

2. Without limiting what is meant by “unreasonable”, Click Broadband considers the unreasonable use of services to include:

- Resale of the service without prior consent.
- Use of service in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance
- Heavy usage patterns that cause significant network congestion, disruption or otherwise adversely affect other customers use of the service.
- Use of the service that violates Click Broadband’s Terms and Condition

Breach of Policy

1. If Click Broadband considers your use of the service has, or is likely to breach this policy, Click Broadband will notify you immediately.

2. If Click Broadband considers that use of the service continues to be unreasonable, or if the parties are unable to agree to the changes to the service, Click Broadband may, in its sole discretion, without liability:

- Suspend or restrict the service (or any part of it) for any period Click Broadband sees fit or;
- Cancel the service by providing 30 days written notice to the customer. Fair Use Policy Click Broadband Broadband ‘Unlimited’ Plans