

## FAIR USE POLICY

### Summary

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

### Unreasonable Use

1. It is unreasonable use of a Fair Use Service where your use of the service is reasonably considered by Express to:
  - a. be fraudulent;
  - b. involve a non-ordinary use;
  - c. cause significant network congestion, disruption or otherwise adversely affect the Express network, a supplier's network; or
  - d. adversely affect another person's use of or access to the Fair Use Services, the Express network or a supplier's network.
2. Without limitation:
  - a. Fraudulent use includes resupplying or reselling a Service without Express's written consent so that someone else may access, use or commercially exploit a Fair 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;
    - ii. usage to menace, harass or injure any person or damage anything;
    - iii. usage in connection with an infringement or committing an offence against any law, standard or code; or
    - iv. any other activity which would not be reasonably regarded as ordinary use in relation to the Fair Use Service.

### Our Rights

1. If we reasonably consider your use of the Fair 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 Express's rights.