

VERSION 1.0
AUGUST 31, 2022



FAIR USE POLICY

VALVE NETWORKS PTY LTD
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BROADBAND 'UNLIMITED' PLANS FAIR USE EXPLAINED

OVERVIEW - DEFINING 'UNLIMITED'

1. Unlimited means that the amount of data you download, or upload is not limited, however, Unlimited does not imply infinite data.
2. You will not be billed for any data usage, nor will a shaping or speed limiting policy be applied to your service when you reach a downloaded and uploaded data limit.
3. Factors outside the control of Valve Networks 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 carrier's node 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.

APPLICATIONS OF THIS POLICY

1. This policy applies to services provided by Valve Networks Pty Ltd and aims to ensure that Valve Networks provides quality services to all of its customers and that no customer is disadvantaged by the conduct of others.
2. In doing so, this policy ensures that all customers do not use Valve Networks services in an excessive or unreasonable manner.
3. Valve Networks has the right to vary the terms of this Fair Use Policy at Valve Networks' sole discretion from time to time. Please visit www.valvenetworks.com.au for the most current Fair Use Policy.
4. Valve Networks 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 and/or email using the contact details you have provided to us to suggest more appropriate broadband services, or ask you to curtail 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 the Valve Networks Standard Terms and Conditions. Please visit www.valvenetworks.com.au for the most current T&C's.

FAIR USE EXPLAINED (CONT.)

UNREASONABLE USE

1. Valve Networks Unlimited Broadband plans are intended for personal use by residential customers.
2. Without limiting what is meant by “unreasonable”, Valve Networks considers the unreasonable use of services to include:
 - Use of a residential service for business purposes.
 - Resale of the service without prior written consent.
 - Heavy usage patterns that cause significant network congestion, disruption or otherwise adversely affect other customers use of the service.
 - Use of the service that contravenes the Valve Networks Standard Terms and Conditions found at www.valvenetworks.com.au

BREACH OF POLICY

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

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

- Suspend or restrict the service (or any part of it) for any period Valve Networks sees fit and/or;
- Cancel the service by providing 30 days written notice to the customer.

POLICY UPDATES

We review and update this Privacy Policy from time to time and will ensure the latest version is always available on request to you and published on our website.

Last updated on 31/08/2022.