

**APPENDIX B
VIRGIN MOBILE
FAIR USE POLICY**

Fair Use Policy

Our Fair Use Policy is intended to ensure that our customers do not use our *services* in an excessive, unreasonable or fraudulent manner. Such usage may impact the quality or reliability of our *services*.

Our Fair Use Policy applies when *you* use any of our special offers giving *you* calls, texts, photos or data usage for free or at rates lower than our standard rates for, or unlimited access to, such calls, texts, photos or data usage

The following section applies only to our Free Calls and Text Virgin to Virgin offer

Excessive Use

You must not use any of our free or discounted offers in a way that *we* deem to be excessive.

We consider that using more than 2500 free minutes per *service* each month on any mobile *service* is excessive use

We consider that sending more than 3000 SMS text messages per *service* each month on any mobile *service* is excessive use.

We consider that using more than 1024 megabytes of data per *service* each month on any mobile *service* is excessive use.

We will notify *you* if *we* deem *your* usage to be excessive, and in breach of our Fair Use policy and may ask *you* to reduce *your* usage. If usage continues at an excessive level following this request, *we* may refuse *you* access to our free or discounted offer and *you* will then be charged at our standard rates for *your* usage.

The following section applies to our Free Calls and Text Virgin to Virgin offer

Unreasonable use

You must not use any of our discounted or free offers in a way that *we* deem to be unreasonable.

We think it is unreasonable if *you* use the free or discounted offers for purposes other than for *your* own personal or business use, including if *you* wholesale any *service* or use the *service* in connection with a device that switches or reroutes calls or use the *service* in connection with a device that automatically transmits or receives data or other information, as this may limit the ability for other customers to access our *service*.

If *we* consider *your* use of a free or discounted offer to be unreasonable, *we* may at our discretion, withdraw *your* access to the free or discounted offer, suspend *your*

service, or cancel your service. In each case we may do this immediately and without notice to *you*.

The following section applies only to the unlimited offer set out in our Topless Plans

Non-commercial use

You may only use any of our unlimited offers for personal use and may not use any of our unlimited offers for commercial purposes.

Where we consider *your* use of the *service* is for commercial purposes, then we will notify *you* and ask *you* to modify *your* use of the *service*. If *you* do not modify *your* use of the *service* we may suspend or *cancel your service*. We will notify *you* before we suspend or *cancel your service*.

Without limitation, we consider the following uses as 'commercial' –

- *you* wholesale any *service* or use the *service* in connection with any device that switches or reroutes calls which overcome the time cap on free or flat call rates, potentially keeping a line open for hours; or
- *you* use the *service* in connection with a device that automatically transmits or receives data or other information; or
- *you* use the *service* in connection with a device that automatically dials numbers either from a list or are generated randomly
- *you* make or receive calls on our *network* for the purposes of resale, re-supply or commercial exploitation