

Fair Use Policy

Residential 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 ToZoom 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.

Applications of this Policy

1. This policy applies to services provided by ToZoom Pty Ltd and aims to ensure that ToZoom 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 ToZoom services in an excessive or unreasonable manner.
3. ToZoom has the right to vary the terms of this Fair Use Policy at ToZoom's sole discretion from time to time. Please visit www.tozoom.com.au for the most current Fair Use Policy.
4. ToZoom 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 ToZoom Standard Terms and Conditions. Please visit www.tozoom.com.au for the most current T&C's.

Fair Use Explained (cont.)

Unreasonable use

1. ToZoom Unlimited Broadband plans are intended for personal use by residential customers.
2. Without limiting what is meant by “unreasonable”, ToZoom considers the unreasonable use of services to include:
 - Use of a residential service for business purposes.
 - Resale of the service without prior 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 ToZoom Standard Terms and Conditions found at www.tozoom.com.au

Breach of Policy

1. If ToZoom considers your use of the service has, or is likely to breach this policy, ToZoom will notify you immediately.
2. If ToZoom considers that use of the service continues to be unreasonable, or if the parties are unable to agree to the changes to the service, ToZoom may, in its sole discretion, without liability:
 - Suspend or restrict the service (or any part of it) for any period ToZoom sees fit 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 20/04/2020.