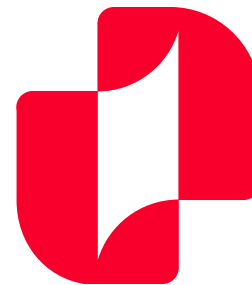


Plesi Fair Use Policy

PLESI PTY LTD (ABN 99 166 897 114)



INTRODUCTION

This Fair Use policy applies to Plesi Services.

It is important to Plesi that all eligible Plesi customers are able to access our services. Accordingly, we have devised a Fair Use Policy which applies to:

- a) usage of Plesi services and plans; and
- b) any promotions or services which are advertised by Plesi as subject to the Fair Use Policy ("Fair Use Promotions").

We reserve the right to vary the terms of the Fair Use Policy from time to time.

Plesi may rely on the Fair Use Policy where:

- a) your usage of Plesi services is unreasonable; or
- b) your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.

UNREASONABLE USE

It is unreasonable use of Plesi services where your use of Plesi services is reasonably considered by Plesi to be excessive, fraudulent or to adversely affect the Plesi Network or other Plesi customers' use of or access to a Plesi service or the Plesi network.

It is unreasonable use of a Fair Use Promotion where your participation in a Fair Use Promotion is reasonably considered by Plesi to be excessive, fraudulent or to adversely affect the Plesi network or another Plesi customer's use of or access to a Plesi service or the Plesi network.

Among other things, "fraudulent use" includes resupplying a Plesi Service without Plesi's consent so that someone else may access or use Plesi Data Services or take advantage of a Fair Use Promotion.

OUR RIGHTS

Where you are in breach of this Fair Use Policy, Plesi may contact you to discuss changing your usage so that it conforms to this Fair Use Policy.

If, after Plesi has contacted you, your excessive or unreasonable use continues, Plesi may, without further notice to you:

- a) suspend or limit the service (or any feature of it) for any period we think is reasonably necessary; and/or
- b) terminate your agreement with Plesi.