

Fair Use Policy

1. Introduction

- 1.1 Our Fair Use Policy is intended to provide guidance to our members so that they do not use our services, products or offers in an illegal, excessive or unreasonable manner. Such use may impact the quality or reliability of our services, products or offers to other members.
- 1.2 Our Fair Use Policy applies when you use any of our services, products or offers. We retain the right to vary the terms of the Fair Use Policy at any time in our sole discretion. The Fair Use Policy (as varied from time to time) is available at our website and any variation takes effect immediately any such variation is posted on our website.

2. Illegal use

- 2.1 You must not use any of our services, products or offers in a way that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, any of the following which is prohibited:
 - (a) Phishing or engaging in identity theft.
 - (b) Distributing computer viruses, worms, trojan horses, or other malicious code.
 - (c) Distributing pornography or adult related content or offering any escort services.
 - (d) Promoting or facilitating violence or terrorist activities.
 - (e) Infringing the intellectual property or other proprietary rights of others.

3. Excessive Use

- 3.1 You must not use any of our services, products or offers in a way that we deem to be excessive (in our sole discretion).
- 3.2 In relation to pre-paid store cards and vouchers, we consider that purchasing more than \$2,000 of pre-paid store cards and vouchers (for all stores combined) in any one calendar month or more than \$24,000 of pre-paid store cards (for all stores combined) in any 12-month period is excessive use.
- 3.3 We will notify you if we deem your use to be in breach of our Fair Use Policy and ask you to provide evidence proving your purchase relates to personal use only. We may also ask you to reduce your purchases accordingly.
- 3.4 If you continue to attempt to use the service at excessive levels following this request, we may suspend or cancel your access to the services, products or offers immediately and without any prior warning or notice given to you.

4. Unreasonable and Commercial Use

- 4.1 Without restricting what is meant by “unreasonable” we will supply services, products and offers to you for the purpose of your own personal and domestic use only. We will consider unreasonable use of the services, products or offers to be:

- (a) using the services, products or offers for business or commercial purposes, or
 - (b) wholesale sale or distribution of the services, products or offers to any other person or entity.
- 4.2 Where we consider your use of the services, products or offers is for business or commercial purposes, we will notify you and ask you to modify your use of the services, products or offers. If you do not modify your use of the services, products or offers, we may suspend or cancel your access to those services, products or offers immediately and without any warning or notice given to you.
- 4.3 Without any limitation, we consider, in our sole discretion, that the following uses are uses for business or commercial purposes and outside the Fair Use Policy:
- (a) You purchase services, products or offers for the purposes of resale, resupply or commercial exploitation.
 - (b) You purchase services, products or offers to use as payment to third parties for other services supplied to you.
 - (c) You purchase services, products or offers for reasons other than for reasonable personal or domestic use.
 - (d) You purchase services, products or offers to use in your business or a direct family member's business.
 - (e) You purchase services, products or offers to be provided as prizes, commission, compensation or incentives in a competition, promotion or offer.

5. Reporting violations and contacting us

- 5.1 To report a violation of this policy, please email us at info@myrewards.com.au or write to us at My Rewards International Ltd Suite G02, 181 St Kilda Road, St Kilda Vic 3182, Australia.