

TELAIR FAIR USE POLICY FOR FIXED WIRE (LANDLINE) & MOBILE SERVICES

1 ABOUT THIS POLICY

- (a) This policy applies to all Telair Fixed Wire (Landline) plans and mobile plans including but not limited to; Telair residential fixed wire cap plans, Telair business Tier 1,2 & 3 fixed wire plans, Telair Business Fleet mobile plans, Telair ABC mobile plans and Telair mobile cap plans.

The Optus Mobile Fair Go™ Policy (see www.optus.com.au) applies to Telair Optus mobile cap plans on the Optus network.

2 GENERAL

- (a) This policy aims to ensure *we* are able to provide quality landline services to all of *our* customers, and that no customers are disadvantaged by the behaviour of others.
- (b) This policy applies where:
- (i) there is a:
 - (A) level of free time on calls, or
 - (B) flat charge for part or all of a call, whether in connection with a specific promotion or pricing plan, or a generally available pricing plan.

3 FREE TIME OR FLAT CHARGE ON CALLS - EXCESSIVE USE

- (a) If *you* are an excessive user of free time or flat charge call offers *we* may ask *you* to reduce *your* use of these calls (outgoing or incoming). If usage continues at an excessive level following this request and *you* are:
- (i) a Telair Home Landline or Business Landline customer, *we* may refuse *you* access to these offers. *You* will then be charged *our* standard rates for calls, or
 - (ii) a Telair Home Mobile or Business Mobile Service customer, the *service may be cancelled*, or *we* may suspend *your* access to a free time offer or change *you* to a different call rate plan, at *our* discretion.
- (b) *We* consider 'excessive' use to be usage of more than 2,000 minutes free per month per *service*, except in the following circumstances:
- (i) for the 'Landline Unlimited 35c Per Mobile Call Option', 'excessive' use is more than 500 calls per month per *service*,
 - (ii) for the 'Landline Unlimited Local Call Option', 'excessive' use is more than 500 calls free per month per *service*,
 - (iii) for the Landline Unlimited National Call Option ', 'excessive' use is more than 1,000 minutes free per month per *service*,
 - (iv) for the 'Free Business Fleet calls' , 'excessive' use is more than 1,000 minutes free per month per *service*,

4 FREE TIME OR FLAT CHARGE ON CALLS - UNREASONABLE USE

- (a) In addition, and without limiting *our* rights under the *Standard Form of Agreement*, *your specific plan Terms and Conditions*, or the relevant *service description*, where *we* consider *your* use of a free time or flat charge offer is unreasonable, then *we* may:
- (i) suspend *your* access to that or any other free time or flat charge offer, or
 - (ii) suspend or *cancel the service* or *your* access to a *value added service feature*, in each case immediately and without notice to *you*.

Please note that *our* right to suspend or *cancel the service* **without notice to you** under this clause overrides any requirement *we* may have to give *you* notice in other parts of the *agreement*.

- (b) Without limiting the meaning of 'unreasonable', *we* supply the *service* and each of the value added services for the purpose of *you*:
- (i) making calls or receiving calls to *your landline and/or mobile phone*, and
 - (ii) sending *content* from and receiving *content* to *your landline and/or mobile phone* on *our network* or the *network* of any *supplier* for *your* own personal or business use.
- (c) *We* consider *your* use of the *service* or a *value added service feature*, to be unreasonable if *you*:
- (i) make or receive calls or send or receive *content with our service* other than for *your* own personal or business use, as described in paragraph (b) above,
 - (ii) wholesale of any service (including transit, refile or aggregate domestic or international traffic) with *our service*, or
 - (iii) use the *service* (including any *SIM card*) in connection with a device that switches or re-routes calls to or from *our service* or the *network* of any *supplier*,
- without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, at *our* discretion.
- (d) *We* also consider *your* use of the *service* or a *value added service feature* to be unreasonable if *you* set up switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability for other customers to access *our* or *our suppliers network(s)*.