

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

### 1. ABOUT THIS POLICY

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 Optimiser and Telair Ultimate fixed wire plans, Telair Business Fleet mobile plans, Telair Corporate mobile plans, Telair Business Shared Cap mobile plans, Telair Free Talk mobile plans, Telair ABC mobile plans and Telair mobile cap plans.

The Telair Fair Use Policy for Telair Optus mobile cap plans (excluding Business Shared Cap plans) is included separately as Appendix A.

This Policy forms part of our Standard Form of Agreement.

### 2. GENERAL

This policy aims to ensure *we* are able to provide quality landline services to all of *our* customers, and that no customers are disadvantageded by the behaviour of others. It applies where there is (i) a level of free time on calls, or (ii) a 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

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.

We consider **excessive** use to be usage of more than 1,000 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 minutes per month per *service*,
- ii) for the 'Landline Unlimited Local Call Option', 'excessive' use is more than 500 minutes free per month per *service*,
- iii) 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

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*.

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.

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.

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)*.