

APPENDIX B
TELECHOICE
FAIR USE POLICY

What is the Fair Use Policy?

Our Fair Use Policy is intended to ensure that *our* customers do not use *our services* or Fair Use offers in a way which could affect the reliable operation of *our carrier's network* and/or the quality or reliability of *our services*. Generally, legitimate use of *our services* for their intended retail purposes for which they are supplied to *you* will not breach *our* Fair Use Policy.

You must adhere to *our* Fair Use Policy when *you* use any of our special offers giving you calls or data usage free, or at rates lower than the standard rates for such calls or data usage as set out in *our Agreement*. These are sometimes known as, and referred to in this document as, "Fair Use" offers.

Fair Use offers include any plan (or part of a plan) that is expressed to be 'unlimited' and/or any plan that expressly incorporates the Fair Use Policy in its terms and conditions. If our Fair Use offers cover non-voice calls, then you must adhere to the Fair Use Policy when *you* make voice calls and/or non-voice calls. *We* reserve the right to amend *our* Fair Use Policy from time to time (published by us at <http://www.telechoice.com.au/upload/legal/appendix-b-fair-use-policy.pdf>).

Excessive and unreasonable use

The Fair Use offers *we* make available are for retail customers to use for personal, domestic or ordinary household use or, where the Fair Use offer is made available by *us* as a business plan, for business customers to use for legitimate business purposes.

We consider excessive or unreasonable use to occur where usage activity could adversely affect any part of *our network* or *our carrier's network* or could adversely affect the ability of other users of *our services* to use *our service*.

Without limitation, *we* consider that excessive or unreasonable use will occur if *you*:

- (a) resell or commercially exploit any of *our services* or *SIM cards*; or
- (b) re-route call traffic or data in order to disguise the originating party or for the purposes of resale; or
- (c) abuse a Fair Use offer where, in *our* reasonable opinion, *you* have taken, or are taking, unfair or unreasonable advantage of a Fair Use offer. Examples of unreasonable uses of *our service* include, but are not limited to:
 - (i) leaving a call connection open for a purpose unrelated to making a call, or while in an unattended state for a prolonged period of time, such as, for example, for monitoring purposes;
 - (ii) mass distributing communications to a large number of recipients, such as, for example, group or bulk SMS or MMS communications;
 - (iii) providing call centre services to carry out, for example, telemarketing or such other similar communications;
 - (iv) using software (such as, for example, an automated agent) to maintain a connection on, or reconnect to, *our service* when *you* are not personally using such connection, or attempting to make more than one simultaneous connection to *our service*; or
 - (v) using a device that switches or reroutes calls to or from any part of *our network* or any part of *our carrier's network*; or
 - (vi) using a *SIM card* that *we* provide to *you* in a handset or other device that is not of a kind approved by *us* for use on *our carrier's network*.

Fraudulent or illegal use

You must not use any of *our services* for or in connection with an illegal purpose.

You must not use any of *our* Fair Use offers in a way that *we* consider, acting reasonably, to be fraudulent use. Fraudulent use of a Fair Use offer includes, for example, resupplying *our service* without *our* consent, so that someone else can take advantage of a Fair Use offer.

What we can do – home phone and mobile services

If *we* consider, acting reasonably, that you are in breach of our Fair Use Policy, *we* will tell *you* by writing to *you*, telephoning *you* or sending *you* a text message notifying *you* of the breach (**Breach Notice**).

If *you* receive a Breach Notice and do not immediately thereafter limit *your* use of *our service* for a continuous period of time which *we*, acting reasonably, will advise *you*, to a way permitted under *our* Fair Use Policy, or otherwise contact *us* and resolve *our* concerns about *your* use of *our service* to *our* reasonable satisfaction, *we* may:

- (a) suspend or cancel *your* service; and/or
- (b) charge you *our* standard tariffs for *your* use of *our service* which was in breach of our Fair Use Policy in the month to which the Breach Notice relates. Standard tariffs applicable to *your* mobile service are contained within the Critical Information Summary for each plan, published by us at: <http://www.telechoice.com.au/legal/critical-information-summaries>.

What we can do – Broadband services

If *we* consider, acting reasonably, that you are in breach of *our* Fair Use Policy, by using our Fair Use offer for commercial use, sale or exploitation or for a fraudulent or illegal purpose, *we* may suspend or cancel *your* service without notice.

Nothing in the terms of the Fair Use Policy precludes the operation of the *TeleChoice Excess Usage Alert Policy* found at <http://www.telechoice.com.au/upload/legal/appendix-f-excess-usage-alert-policy.pdf>