



## FAIR USE POLICY

### GENERAL

This policy is designed to protect the quality and integrity of the CCTS network and in doing so ensure all customers receive fair and equitable access. We may depend on our Fair Use Policy in circumstances where your usage that forms part of a plan or promotional offer is deemed to be 'unreasonable' or 'excessive' as defined by us.

We retain the right to vary the terms of the Fair Use policy at our discretion from time to time.

### BUSINESS SERVICES

When we supply you a Service that is a business service, you must use the service in accordance with the following reasonable use policy:

- On average, 95% of timed calls made from your service last no more than an hour.
- We can collect information and investigate whether you are complying with the reasonable use policy. If we find that you are not, and you do not comply within 30 days of us telling you, we may change or suspend your service.
- The reasonable use policy is not intended to release CCTS from any obligation it has under any applicable legislation.

### GENERAL TELEPHONE SERVICES

- It is important to us that our customers can access our services. Because of this, you must follow our Fair Use Policy when you use any of our offers giving you calls or data usage for free or at rates lower than the standard rates for such calls or data usage as set out in these terms and conditions.
- The offers include Options, Loyalty Programs and other business offers and discounts.
- Our Fair use Policy is intended to ensure that our customers do not use our services in an excessive, unreasonable, or fraudulent manner or in connection with equipment that has not been approved by us.
- Such usage may impact the reliable operation of our 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.
- We can rely on our Fair Use Policy where we reasonably consider that you have used our services in a way that is excessive or unreasonable (as set out below) or in the situations set out below under "Commercial use".



## COMMERCIAL USE

- The services we make available are intended for 'standard small to medium sized businesses' operating within Australia.
- Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs.
- You must not resell or commercially exploit any of our services.
- You must not re-route call traffic to disguise the originating party or for the purposes of resale.
- You may not use our services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.
- You can only use equipment that we provide you with or other devices that have been approved by us for use on our networks.
- We can rely on our Fair Use Policy if we reasonably think that you have breached any of the previous clauses.

## UNLIMITED/INCLUDED CALL PLANS

The policy applies to CCTS Business SIP plans and Business NBN plans. Specifically, this policy applies to:

- Unlimited/Included call promotions that include Unlimited/Included standard call types.
- The call types included, and the use permitted within call plans; and
- A fixed charge for part or all a call.

Unlimited/Included Call Plans include Unlimited/Included standard calls, as defined by CCTS, originated by you whilst using an approved end point as supplied by CCTS. Unlimited/Included standard calls include calls to included destinations originated within a 'standard small to medium sized business' environment operating from within Australia.

## UNREASONABLE/EXCESSIVE USE

Without restricting what is meant by 'unreasonable' CCTS will supply the service for the purpose of you making, receiving calls or faxes on our network, or/and downloading and/or uploading lawful internet content.

CCTS consider unreasonable use of our services:

- if you use a device that reroutes calls to/from our network or the network of another supplier.



- if you operate a telephone-based marketing business or call center.
- your usage of the service affects other customers' access to the network.
- you set up switch devices which overcome the subscription and/or pricing charges, potentially keeping a session open for hours and limiting the ability for other customers to access the service; or you are re-supplying or reselling any service on our network.
- engage in the bridging of conference calls.
- use the CCTS service to link two or more communication devices together for the purposes of providing a permanent or semi-permanent circuit.
- use the CCTS service for any other purpose than the predominant function of person-to-person voice communication.
- in a way which results in you or us breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with.
- in a way which results, or could result, in damage to property or injury to any person.
- to knowingly send e-mail that may destroy or damage an e-mail recipient's computer.
- to knowingly accept email, which is unlawful, and violates or infringes upon the rights of any person or corporation;
- to reveal confidential information about our wholesale partner and/or its suppliers which may result in unauthorised usage of the Broadband and/or SMS Services by a third party, except where you are required by law to disclose such information;
- to knowingly transmit information which contains viruses or other harmful components;
- to interfere, damage or destroy computer systems operations of the Broadband and/or SMS Services including disobeying any requirements, procedures, policies or regulations of our wholesale partner, other users and/or third parties;
- to knowingly store or transmit any unlawful, threatening defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and/or Commonwealth laws.
- to harass, menace or stalk people;
- which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;
- to send, display or be otherwise involved in material which is obscene or defamatory;
- which is, or which would be considered by a reasonable person to be, offensive or abusive;
- to engage in any misleading or deceptive business or marketing practice;
- that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;



- which infringes our or any other person's rights (including Intellectual Property Rights and moral rights);
- which constitutes a misuse of our or any other person's confidential information or;
- which results in a breach by you of any obligation that you owe to any person.

Certain activity and certain call patterns may indicate that your use of the service is not that of a 'standard small to medium sized business'. Use of the service outside of what is typical of a 'standard small to medium sized business' is regarded as unreasonable use. You agree that CCTS may use its sole discretion to determine whether your use of the service is unreasonable. In contrast to the above sub-clauses we may in our absolute discretion give our consent to this type of behavior, subject to conditions and in writing.

#### WHAT WE CAN DO

If we reasonably believe that you are in breach of this Fair Use Policy, without reducing or restricting our rights under our Terms and Conditions, where we consider your use unreasonable we may:

- suspend your access to that offer, or
- suspend or cancel your services immediately and without any prior warning or notice given to you.

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 our Terms and Conditions.

If we believe on reasonable grounds that you are in breach of this Fair Use Policy, you must pay us the standard applicable retail rate calculated from the date of the breach. If you have already paid us for such services, you must pay us the difference between the standard applicable retail rate and the amount you have paid to us.

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