

# Fair Usage Policy

Revised: 10/06/2020

## General

1. This policy is designed to protect the quality and integrity of the network and in doing so ensure all customers receive fair and equitable access.
2. 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 Kalgoorlie IT.
3. We retain the right to vary the terms of the Fair Use Policy at our discretion from time to time.

## Telephone Calls

### 4. Business Services

- a. When we supply you a Service that is a business service, you must use the service in accordance with the following Fair Use policy:
  - a. On average, 95% of timed calls made from your service last no more than an hour.
  - b. We can collect information and investigate whether you are complying with the Fair Use policy. If we find that you aren't, and you do not

comply within 30 days of us telling you, we may change or suspend your Service.

- c. The Fair Use policy is not intended to release us from any obligation it has under any applicable legislation.

## 5. General Telephone Services

- a. 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 special 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.
- b. The special offers include Options, Loyalty Programs and other business special offers and discounts.
- c. 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.
- d. 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.
- e. 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.

## 6. Commercial use

- a. The Services we make available are intended for 'standard small to medium sized businesses' operating within Australia.
- b. 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.
  - a. You must not resell or commercially exploit any of our services without our express written permission or have accepted the Wholesale Partner Terms and Conditions.

- b. You must not reroute call traffic in order to disguise the originating party or for the purposes of resale.
- c. 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.
- d. You can only use equipment that we provide you with handsets or other devices that have been approved by us for use on our networks.
- e. We can rely on our Fair Use Policy if we reasonably think that you have breached any of the previous clauses.

## 7. Unlimited Call Plans

- a. The policy applies to VoIP bundles, Unlimited SIP Trunks or any time an Unlimited Usage plan has been supplied
- b. Unlimited Call Plans include Unlimited Standard Calls, as defined by Kalgoorlie IT, originated by you whilst using an approved IP Phone endpoint. Unlimited Standard Calls include calls to included destinations originated within a 'standard small to medium sized business' environment operating from within Australia.
- c. Each VoIP Bundle, SIP Trunk or Unlimited Voice package includes a maximum of 1,150 minutes of calls per service. If this limit is reached, you are then considered in breach of our fair use policy and charges may apply as per our standard price book. We will notify you before any charges are applied.
  - a. With the purchase of multiple VoIP Bundles or SIP Trunks this maximum is calculated by aggregating the total VoIP Bundles or SIP Trunks together.
  - b. Unlimited Call Plans do not include calls to 1300 / 13 numbers, calls to operator or directory assistance numbers, or calls to International or Satellite numbers.

## 8. Excessive Use

- a. Call Plans that include Unlimited Calls and are designed for use by 'standard small to medium sized businesses' operating within Australia.

- b. A 'standard small to medium sized business' is defined as a business that engages in normal trading activities, during standard business hours applicable to businesses located within their geographic region.
- c. Kalgoorlie IT have completed an analysis of the call patterns of standard small to medium sized businesses operating within Australia and use this data to assess whether your use under an Unlimited Call Plan is Excessive.
- d. We may contact you by phone or email, using the contact details you have provided prior to commencing charges for excessive use.

## 9. Unreasonable Use

- a. Without restricting what is meant by 'unreasonable' Kalgoorlie IT will supply the service for the purpose of you making and receiving calls or faxes on our network.
- b. Kalgoorlie IT consider unreasonable use of the service:
  - a. if you use a device that reroutes calls to/from our network or the network of another supplier;
  - b. if you operate a telephone based marketing business or call centre;
  - c. your usage of the service affects other customers' access to the network;
  - d. 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.

## 10. Call Patterns

- a. 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 Kalgoorlie IT 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 behaviour, subject to conditions and in writing.

## 11. Equitable Access

- a. We further consider your use of the service to be unreasonable if you reduce or limit the ability of other customers to access our network as you:
  - a. engage in the bridging of conference calls;
  - b. use the Kalgoorlie IT service to link two or more communication devices together for the purposes of providing a permanent or semi-permanent circuit;
  - c. use the Kalgoorlie IT service for any other purpose than the predominant function of person-to-person voice communication.

## 12. What we can do

- a. 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:
  - a. suspend your access to that offer, or
  - b. suspend or cancel your Services:
- b. 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.
- c. If we believe on reasonable grounds that you are in breach of this Fair Use Policy, you must pay us the standard applicable 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.