

# Macquarie Telecom Fair Use Policy

This Fair Use Policy sets out certain additional obligations regarding the use of our Services and forms part of our Agreement.

## 1. SUMMARY

**1.1** Our Fair Use Policy applies to Services which are identified in an Order to be subject to the Fair Use Policy (**Fair Use Services**).

**1.2** The purpose of our Fair Use Policy is to ensure that all our customers:

- a. can access our Fair Use Services; and
- b. do not use our Fair Use Services in a manner that we consider "unreasonable", "non-ordinary business" or "excessive".

**1.3** We may rely on the Fair Use Policy where your usage of the Fair Use Services is excessive, non-ordinary or unreasonable, as defined below.

**1.4** Unless otherwise indicated, all terms in capital letters have the meanings set out in the Dictionary available at our Website.

## 2. UNREASONABLE USE

**2.1** Unreasonable use of a Fair Use Service occurs where your use is considered by us to be in breach of our Acceptable Use Policy or otherwise constitutes: non-ordinary business use or excessive use, as defined below.

## 3. NON-ORDINARY BUSINESS USE – VOICE SERVICES

**3.1** Non-ordinary business use includes:

- a. telemarketing or call centre use;
- b. bulk messaging;
- c. re-sale or re-supply of a Fair Use Service;
- d. wholesaling a Fair Use Service, including transit, refile or traffic aggregation;
- e. calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card);
- f. using a Fair Use Service in connection with a Device that automatically dials numbers either from a list or are generated randomly; or
- g. any other activity that could not reasonably be regarded as part of your ordinary business activities, as disclosed to us at the time of entering into your Agreement.

**3.2** Excessive use of the Fair Use Services includes using more than 1000 eligible call minutes per End User per month for Macquarie Telecom Hello Services.

## 4. EXCESSIVE USE – MOBILE SERVICES

**4.1** Excessive use of the Fair Use Services includes the following for Mobile Services:

- a. using greater than 2500 minutes per month;
- b. sending more than 100 SMS messages each day;
- c. sending more than 50 MMS each day; or
- d. in relation to data allowances, using greater than 400% of the monthly plan allowance specified in the Order.

## 5. BREACH OF THIS FAIR USE POLICY

**5.1** You must ensure that every End User also complies with this Fair Use Policy. You are responsible and liable for any breach of the Fair Use Policy by an End User, even if they are using the Fair Use Services without your authority. You should therefore take steps to secure the Fair Use Services against unauthorised access and use.

**5.2** If we believe that you, your Personnel or an End User has done, is doing, or is about to do anything that breaches or would breach this Fair Use Policy, we may take any actions we consider appropriate to respond to or prevent the breach, or to deal with its consequences. Those actions may include:

- a. immediately withdrawing your entitlement to the Fair Use Service, in which case the affected call types will be charged in accordance with the Macquarie Standard Price List; and/or
- b. immediately suspending or terminating all or any part of the Fair Use Service in accordance with the Macquarie Telecom Trading Terms; and/or
- c. charging you for the excessive use (referred to in **clauses 4.1(a) to (c)** above) in accordance with the Macquarie Standard Price List; and/or
- d. charging you for exceeding the data allowance by 400% (as referred to in **clause 4.1(d)**) or more, in which case we will charge you an excess charge as specified in the Order for the portion of the usage above this amount.

**5.3** We may choose to give you notice before taking any action under **clause 5.2** but we are not required to do so.

**5.4** We do not have any obligation to monitor your or any End User's use of the Fair Use Services. However, we reserve the right to do so at any time and for any reason, including to:

- a. identify any breach of this Fair Use Policy; or
- b. enforce this Fair Use Policy.