



## Summary

Our Fair Use Policy applies to Services which are stated to be subject to the Fair Use Policy ("Fair Use Services").

The Services we make available are intended for 'standard small to medium sized businesses' operating within Australia.

Our Fair Use Policy is intended to ensure:

- a. the availability of Our Services to all eligible CommsChannel Customers; and
- b. that the Fair Use Services are not used in an unreasonable manner.

We reserve the right to vary the terms of this Fair Use Policy from time to time.

We may rely on the Fair Use Policy where Your usage of the Fair Use Services is unreasonable, as defined below.

Unless otherwise indicated, capitalised terms used in this Fair Use Policy have the meanings given to them in Our Agreement with You.

## Unreasonable Use

1. It is unreasonable use of a Fair Use Service where Your use of the service is reasonably considered by CommsChannel to:
  - a. be fraudulent;
  - b. involve a non-ordinary use;
  - c. cause significant network congestion, disruption or otherwise adversely affect the CommsChannel network, a supplier's network; or
  - d. adversely affect another person's use of or access to the Fair Use Services, the CommsChannel network or a supplier's network.
2. Without Limitation
  - a. Fraudulent use includes resupplying or reselling a Service without CommsChannel's written consent so that someone else may access, use or commercially exploit a Fair Use Service;
  - b. Non-ordinary use includes circumstances where You make or receive calls and/or make use of the internet on Our network in any non-ordinary manner without obtaining Our written consent first, which consent We may give or withhold, or make subject to conditions, in Our discretion. Use in a non-ordinary manner includes:
    - i. in the case of fixed line services:
      - a. usage for running a telemarketing business or call centre; and
      - b. usage with handsets, auto-dialler devices or software or other equipment that have not been approved by Us for use on Our Network;
    - ii. in the case of mobile services, any use of a SIM in a SIM box, GSM gateway or any device that is used to automatically re-route calls;
    - iii. usage to menace, harass or injure any person or damage anything;
    - iv. usage in connection with an infringement or committing an offence against any law, standard or code; or
    - v. any other activity which would not be reasonably regarded as ordinary use in relation to the Fair Use Service.

## Inclusive Value Call Plans

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



CommsChannel

(t) : 1300 044 116 (w) : [commschannel.com.au](http://commschannel.com.au)

The policy applies to CommsChannel Hosted Channel PBX, SoftPhoneApp and SIP bundled with Flat Chat plans.

Specifically this policy applies to:

The call types included and the use permitted within call plans; and

A fixed charge for part or all of a call.

Included destinations for Flat Chat plans include calls to Australian mobiles, and all Australian landline phone numbers excluding Norfolk Island, Christmas Island, Cocos (Keeling) Island and Lord Howe Island. Calls to 13/1300 numbers and international calls are charged in addition as per our current rate card which may be requested via email to [sales@commschannel.com.au](mailto:sales@commschannel.com.au).

By default international calling is disabled and is only made available via customer request.

Calls to Premium rate services such as 19/1900 are not supported

#### Call Patterns

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 CommsChannel 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.

#### Equitable Access

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:

engage in the bridging of conference calls;

On average, 95% of timed calls made from your service last no more than an hour;

use the CommsChannel service to link two or more communication devices together for the purposes of providing a permanent or semi-permanent circuit;

use the CommsChannel service for any other purpose than the predominant function of person-to-person voice communication

## Our Rights

If We reasonably consider Your use of the Fair Use Services is unreasonable, We may, at Our sole discretion, without telling You before We do so:

- a. suspend or limit the Service (or any feature of it) in accordance with Our Agreement with You; and/or
- b. terminate the Service in accordance with Our Agreement with You.

This policy is supplementary to and does not limit any of CommsChannel's rights.

1st May 2019