

## Fair Use Policy

### 1. About this Policy

This Fair Use Policy applies to services supplied by **Business Telecom** (“we”, “us”, “our”) that are stated to be subject to a fair use limit (“Fair Use Services”).

The purpose of this policy is to:

- ensure fair and reasonable access to services for all Business Telecom customers; and
- prevent use of services in a way that is unlawful, unreasonable, or that adversely impacts networks, other customers, or suppliers.

This policy forms part of your agreement with Business Telecom. Capitalised terms have the meaning given in your customer agreement unless otherwise stated.

### 2. What is Unreasonable Use?

Your use of a Fair Use Service may be considered **unreasonable** where we reasonably believe it:

- is fraudulent or involves suspected scam activity;
- is illegal or breaches applicable laws, industry codes, or standards;
- involves resale or supply of the service to third parties without Business Telecom’s written consent;
- involves non-ordinary, excessive, automated, or machine-generated usage not intended for standard business communications;
- causes or is likely to cause network congestion, disruption, security risks, or degradation of service; or
- unreasonably interferes with another person’s use of telecommunications services or networks.

### 3. Examples of Unreasonable Use

Without limitation, unreasonable use includes:

#### (a) Fraudulent or unauthorised use

- reselling or re-supplying services without Business Telecom’s written consent;

- using services for scam activity or deceptive conduct.

#### **(b) Non-ordinary or prohibited use**

##### **Fixed Line / VoIP Services**

- operating telemarketing, call centre, auto-dialler or predictive dialling activities without prior written approval;
- use with unapproved hardware, software, or systems that generate high-volume or automated calling.

##### **Mobile Services**

- use of SIMs in SIM boxes, GSM gateways, call routing devices or similar equipment;
- machine-generated traffic, artificial call routing, or bulk communications without approval.

#### **(c) Harmful or unlawful use**

- using services to menace, harass, abuse or injure any person;
- infringing intellectual property or privacy rights;
- engaging in activity that would cause Business Telecom or its suppliers to breach legal or regulatory obligations.

#### **4. Monitoring and Review**

We may monitor service usage to identify unusual, excessive or potentially harmful patterns, consistent with applicable laws and privacy obligations.

Where possible, we will:

- review usage;
- contact you to seek clarification or explanation; and
- provide an opportunity to modify your usage where appropriate.

## 5. What Happens if Unreasonable Use Occurs?

If we reasonably believe your use is unreasonable, we may take **proportionate action**, which may include:

- issuing a warning or request to modify usage;
- limiting or restricting certain service features;
- suspending services temporarily; or
- terminating services in accordance with your agreement.

Immediate suspension or restriction may occur **without prior notice** where required to:

- protect the network;
- prevent fraud or scam activity; or
- comply with legal or regulatory obligations.

## 6. Changes to this Policy

We may update this Fair Use Policy from time to time. The latest version will be available on our website and will apply from the date of publication.

## 7. Relationship to Other Rights

This policy supplements, and does not limit, any rights Business Telecom has under:

- your customer agreement;
- applicable laws; or
- industry codes and standards.

*Last updated: 22 April 2026*