

# Fair Use Policy



**vocal**  <sup>TM</sup>

100% Aussie Telco since 2003

# 1 POLICY OVERVIEW

1.1 This document sets out the conditions relating to Vocal's definition of fair usage of its services with regard to the following areas:

- (i) Unlimited calls / Unlimited data offers
- (ii) Excessive usage
- (iii) Unreasonable usage

# 2 AIM OF THIS POLICY

This policy aims to ensure we are able to provide a quality service to all of our customers and to ensure that no customers are being disadvantaged by the behaviour of other customers who may or may not willingly or intentionally misuse the services as outlined in this document.

# 3 APPLICATION OF THIS POLICY

3.1 This policy applies across all *Consumer service plans* which incorporates *Small Business customers* and *Business service plans*.

Classification of a small business customer is determined at the sole discretion of vocal and generally will not include an incorporated entity limited by shares, is operated from a home or limited by the number of staff and/or telephony services.

3.2 This policy applies to general call types and/or services as follows:

- (i) Local fixedline calls
- (ii) National or long distance fixedline calls
- (iii) Fixedline calls to mobile
- (iv) Internet data
- (v) Mobile data

3.3 In addition, this policy may apply to a Specific Services Plan and/or Promotion the extent of which any such limitation where this policy is applied are illustrated under the specific plan name for the service and may be applied as follows:

- (i) Unlimited calls or unlimited data
- (ii) Level of free time on calls, or
- (iii) Flat charge for part or all of a call, whether in connection with a specific promotion or pricing plan, or a generally available pricing plan.

## 4 UNLIMITED CALL / UNLIMITED DATA

Limitations and/or exemptions to *Unlimited Call* and *Unlimited Data* are defined for Consumer Customers and Business Customers as follows:

### 4.1 Unlimited call / unlimited data for consumer customers

For the purposes of the *Unlimited Call* and/or *Unlimited Data* for *Consumer service plans* and *Small Business customers* listed in paragraph 3.1 above:

- (b) A standard local call means a local call where the person making the call is not making the call for any commercial or non-ordinary purpose such as not limited to a data call nor will the call cause interference with the operation of the network.
- (c) A standard national call means a national call where the person making the call is not making the call for any commercial or non-ordinary purpose nor causing interference with the operation of the network.
- (d) A standard call to mobile means a national call where the person making the call is not making the call for any

commercial or non-ordinary purpose nor causing interference with the operation of the network.

- (e) Standard local, national and calls to mobile exclude calls:
  - (i) to operator assistance
  - (ii) to directory assistance
  - (iii) to a telephone number that begins with a 19 prefix
  - (vi) that are initiated by dialling an override code, for example 1456.
  - (vii) to any destination outside of Australia including via satellite
  
- (f) In addition to 4.1 (e), calls to Vocal 4G or 3G mobiles exclude calls to a:
  - (i) Vodafone mobile service (and their Service Providers)
  - (ii) Telstra mobile service (and their Service Providers)
  - (iii) Optus mobile services (and their Service Providers)
  - (iv) Satellite mobile services
  
- (g) Calls to national fixed, 4G or 3G mobile services that then divert/switch or re-route overseas calls will be charged at the rate of \$0.50 per min plus the applicable connection fee depending on your chosen plan.
  
- (h) Internet data means where the person using the internet is in their place of residence and is not using the service for any commercial or non-ordinary purpose nor causing interference with the operation of the network.

#### 4.2 **Unlimited call / unlimited data for business customers**

For the purposes of the *Unlimited Call* and/or *Unlimited Data* for *Business service plans* listed in paragraph 3.1(a) above:

- (a) A standard local call means a local call where a person and not a machine such as an automatic dialler is making the call is at their place of business and is not engaging in

unreasonable use of the *Business service plan* (see section 6 below).

- (b) A standard national call means a national long-distance call where a person and not a machine such as an automatic dialler is making the call is at their place of business and is not engaging in unreasonable use of the *Business service plan* (see section 6 below).
- (c) A standard call to mobile means a national call where a person and not a machine such as an automatic dialler is making the call is at their place of business and is not engaging in unreasonable use of the *Business service plan* (see section 6 below).
- (d) Standard local and national calls exclude calls:
  - (i) to operator assistance
  - (ii) to directory assistance
  - (iii) to a telephone number that begins with a 19 prefix
  - (iv) that are initiated by dialling an override code, for example 1456.
  - (v) to any destination outside of Australia including via satellite
- (e) In addition to 4.2 (d), calls to Vocal 4G or 3G mobiles exclude calls to a:
  - (i) Vodafone mobile service (and their Service Providers)
  - (ii) Telstra mobile service (and their Service Providers)
  - (iii) Optus mobile services (and their Service Providers)
  - (iv) Satellite mobile services
- (f) Calls to national fixed, 4G or 3G mobile services that then divert/switch or re-route overseas calls will be charged at the rate of \$0.50 per min plus the applicable connection fee depending on your chosen plan.

- (g) Internet data means where the person using the internet is in their place of business and is not engaging in unreasonable use of the *Business service plan* (see section 6 below).

## 5 EXCESSIVE USE

- 5.1 To ensure the availability of our services to all eligible customers, if you are an excessive user of the unlimited calls, free time or flat charge offers, we may ask you to reduce your usage of these calls (outgoing or incoming) and/or internet. If usage continues at an excessive level, we may refuse you access to these offers. After discussing your usage with you, if the excessive usage continues, we will then charge you our standard rates for those calls (as set out in the standard pricing table for the relevant service) or a nominal rate (as set out in this document when related to a Specific Service Plan and/or Promotion).
- 5.2 Excessive use is determined at the sole discretion of vocal or as outlined in this document when related to a Specific Service Plan and/or Promotion.

## 6 UNREASONABLE USE

- 6.1 In addition, and without limiting our rights under the *agreement*, where we consider your use of the *Unlimited Call* and/or *Unlimited Data* for *Consumer customers* regardless of such offer being for unlimited calls, free time or flat charge is unreasonable or your use does not comply with the terms of this policy, then we may suspend your access to that or any other service plan providing

unlimited calls, free time or flat charge offer immediately without notice to you.

- 6.2 We may then charge you our standard rates for those calls and/or internet usage (as set out in the standard pricing table for the relevant service or as listed in this policy).
- 6.3 Please note that 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 the *agreement*.
- 6.4 Without limiting the meaning of 'unreasonable use', in respect of:
- (a) *Unlimited Call and/or Unlimited Data* and other offers for *Consumer customers*, we supply the service for the purpose of you making ordinary calls from your phone, on our network but not for any commercial or non-ordinary purpose.
- Commercial or non-ordinary purpose includes the following activities:
- running a telemarketing business or call centre;
  - SIM boxing or using the service (including any Vocal or Vocal supplied Optus SIM card) in connection with a device that switches or re-routes calls to or from our network or the network of any supplier;
  - re-supplying or reselling the service;
  - wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network or
  - other activity which would not be reasonably regarded as ordinary personal use.
  - Incorporated entities limited by shares
  - Medium and large enterprises or government agencies

We consider your use of the service to be unreasonable if the volume of minutes called is extraordinarily high, or if you make or receive calls on our network for any commercial or non-ordinary purpose without obtaining our written consent

first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

- (b) *Unlimited Call and/or Unlimited Data* and other offers for *Business customers*, as defined by Vocal, we supply the service for the purpose of you making ordinary calls from your phone and making ordinary use of internet on our network but not for any non-ordinary purpose.

Non ordinary purpose includes the following activities:

- running a telemarketing business or call centre;
- SIM boxing or using the service (including any Vocal or Vocal supplied Optus SIM card supplied by Vocal) in connection with a device that switches or re-routes calls to or from our network or the network of any supplier;
- re-supplying or reselling the service;
- wholesale any service (including transit, refile or aggregate domestic or international traffic) on our network; or
- other activity which would not be reasonably regarded as ordinary business use.
- Large enterprises and government agencies

We consider your use of the service to be unreasonable if the volume of minutes called and/or the volume of data used is extraordinarily high, or if you make or receive calls and/or make use of the internet on our network for any non-ordinary purpose without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.

- (c) We consider your use of the service to be unreasonable if:
- (i) your usage of the service affects other customers' access to the network; and
  - (ii) you set up switch devices or other machinery including software or applications which overcome the time cap on unlimited calls, free or flat call or internet rates, potentially keeping a line open and/or



full loading the bandwidth for hours and limiting the ability for other customers to access the network.

## **7. SPECIFIC SERVICES PLANS & PROMOTIONS**

In reference to clause 3.3 and in accordance with the Fair Use Policy, some service plans and/or products maybe subject to certain promotions from time to time the details of which will be clearly noted on the Vocal website and details may also be listed in the supporting Critical Information Summary.

## **CONTACT INFORMATION**

If you require further information regarding Vocal's Fair Use Policy, you can contact Vocal™ Customer Service Centre on:

Telephone: **1300 796700**

Vocal Channels Pty Limited  
PO Box 1020  
Surry Hills NSW 2010

Questions about the Fair Use Policy should be sent to us at [info@vocal.com.au](mailto:info@vocal.com.au)



Partial Service Provider of



**1300 796 700** | [www.vocal.com.au](http://www.vocal.com.au)

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**vocal**

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