

At Callnet, we are dedicated to providing our customers with high-quality telecommunications services while ensuring equitable access for all users. To maintain the performance, integrity, and sustainability of our network, this Fair Use Policy outlines acceptable and unacceptable usage of our services. This policy is designed to prevent misuse, protect network performance, and promote fairness across our customer base. It applies to all Callnet services, including mobile data, voice, SMS, and any other services we provide.

Purpose

We believe our customers should have the freedom to use our services to express themselves and share information. However, certain guidelines are necessary to protect the safety and right of other users, as well as Callnet, and to ensure that services are not used in an unreasonable or unacceptable way. This helps safeguard the quality of services for all customers and users of our wholesale providers. Our Fair Use Policy outlines these guidelines and explains the actions we may take if they are violated.

Scope of Application

This Fair Use Policy applies to all customers using Callnet's services under any plan or agreement, including postpaid, business, and enterprise packages. It applies to the use of mobile data, voice services, messaging (SMS and MMS), and any other services provided by Callnet.

Acceptable Usage

Callnet's services are designed to meet the communication needs of individuals and businesses, and acceptable usage refers to:

- **Personal Use:** Standard communication activities such as making voice calls, sending SMS/MMS messages, and using mobile data for personal internet browsing, email, social media, video streaming, and similar activities.
- **Business Use:** Reasonable use for business-related activities such as customer communications, email, video calls, business application usage, and managing online platforms.
- **Plan-Specific Conditions:** Each service plan may have different allowances for data, voice minutes, and messages. Users must adhere to the limits and conditions outlined in their service agreement or plans.

Unacceptable Usage

Unacceptable usage refers to behaviours or activities that could impair Callnet's network performance, unfairly impact other customers, or violate the terms of service. Examples of unacceptable usage include, but are not limited to:

- **Automated or Machine-Generated Traffic:** Use of Callnet's services for activities such as automated dialing, sending unsolicited bulk communications (spam), or operating high-volume call centers without a corresponding business agreement.
- **Reselling or Redistribution of Services:** Reselling, redistributing, or sharing Callnet services with unauthorised third parties without written permission from Callnet.
- **Network Abuse:** Activities that degrade or threaten the network's performance, such as running unauthorised servers, using file-sharing applications that consume disproportionate amounts of bandwidth, or engaging in activities that cause congestion.
- **Illegal or Malicious Use:** Engaging in illegal activities such as fraud, cybercrime, sending unsolicited or harassing messages, distributing malware or viruses, or accessing illegal content via Callnet's network.
- **Use for Prohibited Activities:** Any use of services for activities prohibited by law, including but not limited to hacking, distributing offensive materials, or violating intellectual property rights.

Monitoring and Enforcement

Callnet takes a proactive approach to ensuring compliance with this Fair Use Policy. We may monitor usage patterns to identify excessive, unusual, or prohibited activities. Monitoring is carried out in line with applicable privacy laws and regulations, and our Privacy Policy. Where misuse or excessive usage is detected, the following actions may be taken:

- **Warning Notices:** Customers who are found to be in violation of the Fair Use Policy may receive an initial warning outlining the nature of the breach and the actions required to correct it.
- **Service Restrictions:** Callnet may impose temporary restrictions or limits on a customer's service if the breach continues after a warning is issued. This can include reduced data speeds, blocked access to certain service, or limitations on voice and messaging functions.
- **Suspension or Termination:** In cases of severe or repeated breaches, Callnet reserves the right to suspend or permanently terminate the services provided to the customer without notice. Callnet may also terminate services immediately if unlawful or dangerous activities are identified.

Plan-Specific Conditions

Each Callnet plan has defined usage allowances for data, voice minutes, messaging, and other services. Customers are expected to use services within these defined limits. Excessive or continuous usage beyond the terms of a customer's plan may result in:

- **Upgrade Notifications:** Customers whose usage regularly exceeds the limits of their plan may be required to upgrade to a more suitable package.
- **Charges for Excessive Usage:** Overuse beyond the included limits in a plan may incur additional charges as outlined in the customer's agreement.

Prohibited Use of Callnet Network

To maintain a secure and reliable network, Callnet strictly prohibits certain types of activities, which include:

- **Network Traffic Flooding:** Using Callnet's services to send excessive requests to servers or applications, which results in flooding or overwhelming the network.
- **Mass Marketing with Authorisation:** Use of Callnet's services to carry out unauthorised mass marketing, including robocalls, SMS marketing campaigns, or any other form of unsolicited bulk communications.
- **Use of Unlicensed Devices:** Connecting unlicensed or unauthorised equipment to Callnet's network that may interfere with the network or the services of other customers.

Policy Amendments and Updates

Callnet reserves the right to amend or update this Fair Use Policy at its discretion. Changes will be communicated by posting the revised policy on our website. Once updated, the amended policy will automatically apply to all customers using Callnet's services, regardless of whether specific notice of the changes has been provided to you. We strongly encourage you to periodically review this policy, as it may be subject to changes that could impact your service usage.

Legal Compliance

Customers must comply with all applicable local, national, and international laws when using Callnet's services. Any use of our services that violates laws or regulations, including but not limited to consumer protection laws, data privacy regulations, and intellectual property rights, is strictly prohibited and may result in immediate service suspension or legal action.

Reporting Violations

If you believe your usage or another customer's usage violate this Fair Use Policy, you can report the activity by contacting Callnet's customer service. Reports will be handled in a confidential manner in accordance with our privacy policy and relevant laws.

Contact Information

For any questions or concerns regarding this Fair Use Policy, please contact our customer support team via phone on (03) 6449 8888 or email at hello@callnet.com.au