

Motion Telecom fair play policy

1 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.

2 APPLICATION OF THIS POLICY

2.1 This policy applies to Motion's Home Phone services, that is our Local Service and Long Distance Service, as applicable to you (if you are a consumer customer).

Specifically, this policy applies to:

- (a) Unlimited Call Promotions for consumer customers, including the Premier, \$49 cap and Infinity offers; and
- (b) Other offers for consumer customers (Free time or flat charge offers) where there is a:
 - (i) Level of free time on calls, or
 - (ii) 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.

3 APPLICATION OF THIS POLICY TO PARTICULAR PROMOTIONS

For the purposes of the Motion Infinity for consumer customers:

- (a) A standard local call means a local call where the person making the call is at their home and is not making the call for any commercial purpose nor causing interference with the operation of Our network.
- (b) A standard national call means a national call where the person making the call is not making the call for any commercial purpose nor causing interference with the operation of Our network.
- (c) 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

4 EXCESSIVE USE

To ensure the availability of our services to all eligible customers, if you are an excessive user of the free time or flat charge offers, we may ask you to reduce your usage of these calls (outgoing or incoming). 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).

5 UNREASONABLE USE

5.1 In addition, and without limiting our rights under the agreement, where we consider your use of the Unlimited Call Promotions or of a free time or flat charge offer is unreasonable or your use does not comply with the terms of the Promotions, then we may suspend your access to that or any other promotion or free time or flat charge offer immediately without notice to you.

5.2 Without limiting the meaning of 'unreasonable use', in respect of:

- (a) Unlimited Call Promotions and other offers for consumer customers, we supply the service for the purpose of you making calls from your home phone, on our network for your own personal use and not for any commercial purpose. In this paragraph (a), commercial purpose includes the following activities:
 - > calls made for a business operated at home;
 - > running a telemarketing business or call centre;
 - > SIM boxing or using other devices;
 - > re-supplying or reselling the service; or
 - > other similar activities.

We consider your use of the service to be unreasonable if you make or receive calls on our network other than for your own personal use, as described in this paragraph

- (a) without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, in our discretion.
- (b) Offers to all consumer and small or medium business customers, we also 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 which overcome the time cap on free or flat call rates,

potentially keeping a line open for hours and limiting the ability for other customers to access the network.