

## ● UNLIMITED VOICE PLANS

# Fair Use Policy

What unlimited covers, the point at which we may review how a line is being used, and exactly what happens if we think use has gone beyond ordinary. Written so you can read it in a few minutes and know where you stand.

## ● SCOPE

### 01 · Who this policy applies to

This policy applies to Pear Australia Pty Ltd (ABN 94 624 986 554) voice services sold on an unlimited basis — plans where calls are included rather than charged per call. In this policy, “we”, “us” and “our” mean Pear, and “you” and “your” mean the customer.

It does not apply to plans charged on a pay-as-you-go basis, and it does not cover mobile data inclusions, data banking or data pooling. Those are dealt with separately in the terms for your mobile plan.

This policy sits alongside our Acceptable Use Policy and our Standard Form of Agreement. Where this policy deals with how much you use an unlimited service, the Acceptable Use Policy deals with the purposes a service may be used for. Both apply.

## ● INCLUSIONS

### 02 · What “unlimited” means

Unlimited means unlimited ordinary voice calling by a person — the normal day-to-day calls of running a business or a household, made and answered by people. If that describes how you use your service, you will never have a problem with this policy, no matter how busy you are.

#### INCLUDED ON AN UNLIMITED PLAN

- Standard calls to Australian fixed-line numbers.
- Standard calls to Australian mobile numbers.
- Calls between Pear services on your account.

#### CHARGED AT OUR STANDARD RATES

- Premium and special-rate numbers (19xx).
- Satellite numbers.
- International calls, unless your plan includes them.
- Directory assistance and operator services.

## ● EXCLUSIONS

### 03 · What unlimited does not cover

Unlimited is for people making calls. It is not for machines making calls, and it is not for reselling the service to somebody else. The following are outside fair use on any unlimited plan:

- Machine-generated calling of any kind — auto-diallers, predictive or power diallers, robocalls, recorded-message broadcasting or bulk messaging.
- Telemarketing, or operating a call centre or outbound calling campaign, on a plan that is not specifically sold for that purpose.
- Reselling, resupplying or sharing the service with people outside your business or household, or charging others for its use.
- SIM boxing, or any device or arrangement that switches, routes or re-routes traffic to or from our network or a supplier's network.
- Using a residential plan to run a business.
- Any use that degrades the service other customers receive.

These are also dealt with in our Acceptable Use Policy, and we may act under either policy or both.

## ● 2,500 MINUTES

### 04 · Our fair use marker

We need an objective figure so that you can judge your own usage rather than guess at ours. Ours is 2,500 minutes per line per month.

#### **This is a review marker, not a cap.**

Passing 2,500 minutes in a month does not breach this policy, does not trigger a charge, and does not switch anything off. It is simply the point at which we may take a look at how the line is being used. Nothing happens automatically.

Plenty of legitimate customers will pass it occasionally. A medical practice running a recall campaign, a business through its busiest trading month, an office covering for a closed branch — all of these can produce a heavy month, and none of them is a problem. When we review a line, we look at whether the calling looks like people making calls or a machine making calls, and at whether the pattern is sustained or a one-off.

**The patterns that suggest use has gone beyond ordinary:**

- Sustained high usage month after month, rather than an occasional busy period.
- Very high numbers of calls to unique numbers in a single day, which is the signature of a dialler rather than a person.
- Continuous back-to-back calling across the working day with little or no gap between calls.
- Very short average call durations across a very high call count.

**PROCESS****05 · What happens if use goes beyond fair use**

You will always hear from us before anything changes. There are no surprise charges under this policy and no silent disconnections.

**1 First month — we contact you.**

We write to you setting out the usage we have seen on the line and why it has been flagged. You have the opportunity to explain — there is often a good reason, and if there is, that is the end of it. If the usage does need to change, we will tell you plainly what needs to change, and we can talk about moving you to a plan that suits how you actually use the service.

**2 Second month — the service moves to pay-as-you-go.**

If, following the review and notice above, use of the service remains outside fair use, we may on written notice move the affected service from its unlimited inclusion to our pay-as-you-go rates. The notice will set out the pay-as-you-go rates that will apply before the change takes effect. It applies to the affected service only, and it is not a change of plan requested by you. The service keeps working exactly as before; calls are simply charged individually from that point. This mirrors clause 1.11 of your Standard Form of Agreement.

**3 Coming back to unlimited.**

This is not permanent. Where usage on the service returns to ordinary levels for a full billing month, the service will be returned to its unlimited inclusion — contact us and we will arrange it. We would rather keep you as a customer than lose you over a busy quarter.

**Serious misuse — immediate action**

The two-step process above is for customers whose usage has drifted beyond ordinary. It does not apply to deliberate abuse. Where we find SIM boxing, resale of the service, dialler or robocall traffic, fraud, or use that threatens the network, we may suspend, reprice or terminate the service immediately and without the notice period described above, in accordance with your Standard Form of Agreement and our Acceptable Use Policy.

**FAIR DEALING****06 · Our commitments to you**

- We will never apply a fair use charge without telling you first.
- We will always contact you and give you a chance to explain before anything changes.
- We will apply this policy reasonably, and to the specific line concerned — not to your whole account.
- We will not use this policy to move you off a plan simply because it has become less profitable for us.
- If your usage returns to normal, so does your plan.
- If you disagree with a decision we make under this policy, you can raise it through our Complaint Handling Policy, and you can take the matter to the Telecommunications Industry Ombudsman.

**CONTACT****07 · Questions and changes**

If you are not sure whether your usage sits inside this policy, ask us before it becomes an issue. We would much rather have that conversation early and put you on the right plan.

We may update this policy from time to time. If we make a change that disadvantages you, we will give you notice in line with your Standard Form of Agreement before it takes effect. The current version is always available on our website.

**TALK TO US****Not sure where you stand? Ask.**

Call 1300 007 327 or email [hello@peartelco.com.au](mailto:hello@peartelco.com.au). We will give you our current pay-as-you-go call rates on request, at any time and free of charge.