

ONE reserves the right to change this Fair Use Policy at any time and notify you by posting an updated version of the Policy on our website. The amended Policy will apply between us and you whether or not we have given you specific notice of any change. We encourage you to review this Policy periodically because it may change from time to time.

1. ABOUT THIS POLICY

- 1.1. This Fair Use policy applies to the all-in-ONE plan. So in this Policy, 'service' or 'services' means the Mobile and Home Phone services, or the Data Bolt On service as applicable to you, the individual user.

2. GENERAL

- 2.1. This policy aims to ensure we are able to provide quality services to all of our customers, and no customers are disadvantaged by the behaviour of others.
- 2.2. This policy applies where:
 - 2.2.1. there is a level of free time or unlimited use on calls, or
 - 2.2.2. there is a 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.
 - 2.2.3. you may send or receive text or multimedia messages, for example, without limitation, SMS, MMS.
 - 2.2.4. you are using data on the GPRS network.

3. EXCESSIVE USE

- 3.1. We will monitor your usage patterns to determine if you are an excessive user of unlimited calls, SMS, MMS messages or data.
- 3.2. We monitor your usage on a rolling 30 day basis. This means that if in any 30 day period we consider you to be an excessive user of any service, we will take the following action:
 - 3.2.1. on the first occasion we will send you written notification to make you aware that you have breached the Fair Use policy. This is a courtesy notification and your services will carry on as normal.
 - 3.2.2. on the second occasion, your services will be suspended until we are able to contact you and check that you are aware you have breached the Fair Use Policy a second time. We will contact you by telephone and email to notify you. We may also recommend that you move your services to another plan.
 - 3.2.3. on the third occasion, your services will again be suspended until we have contacted you. Your services will either need to be moved to another plan or we reserve the right to terminate your services.
 - 3.2.4. at our discretion, we may allow you to reconnect your services, in this instance; a reconnection fee and set up fee will apply. We may also limit the plan options we offer you.
- 3.3. We consider 'excessive use' to be (within a rolling 30 day period):
 - 3.3.1. usage of more than 1,500 minutes from both your Home Phone and Mobile Phone combined.
 - 3.3.2. usage of more than 500 SMS messages from your Mobile Phone.
- 3.4. Where an additional Mobile service is added to the plan, 'excessive use' is considered to be:
 - 3.4.1. usage of more than 2000 minutes from your Home Phone and both Mobile Phone services combined.
 - 3.4.2. usage of more than and 1000 SMS messages from both your Mobile Phone services combined.
- 3.5. Where there is a Data Bolt On added to the plan, excessive use is considered to be:
 - 3.5.1. usage of more than 100 MMS messages.
 - 3.5.2. data usage in excess of 200MB.