



Fair Usage Policy

Revised: 24 April 2026

General

- This policy is designed to protect the quality and integrity of the Hosted Network network and in doing so ensure all customers receive fair and equitable access.
- We may depend on our Fair Use Policy in circumstances where your usage, or your End User's usage, that forms part of a plan or promotional offer is deemed to be 'unreasonable' or 'excessive' as defined by us.
- We retain the right to vary the terms of the Fair Use Policy at our discretion from time to time, with updates published on the Hosted Network website.
- This Fair Use Policy is to be read in conjunction with the Hosted Network Terms and Conditions, the Acceptable Usage Policy, and any service-specific agreement (including the VoIP Service Agreement and Cloud Connect Service Agreement). Where there is any inconsistency, the Terms and Conditions prevail.

Definitions

- "Client" means the person or entity who has ordered Services from Hosted Network, typically a wholesale or channel partner (such as an MSP).
- "End User" means the Client's customer, or any other person who uses the Services via the Client.
- "Services" means any product or service supplied by Hosted Network, including but not limited to voice services (VoIP, SIP Trunks, Hosted PBX), internet and data services (wholesale internet, wholesale nbn®, SD-WAN, MPLS, FlexiFibre), and cloud services.

- “Standard Business” means a standard small to medium sized business engaged in normal trading activities during standard business hours applicable to businesses located within their geographic region.

Part A – Telephone Calls

- Business Services. When we supply you a Service that is a business telephone service, you must use the service in accordance with the following Fair Use policy:
 - On average, 95% of timed calls made from your service last no more than an hour.
 - We can collect information and investigate whether you are complying with the Fair Use policy. If we find that you aren't, and you do not comply within 30 days of us telling you, we may change or suspend your Service.
 - The Fair Use policy is not intended to release Hosted Network from any obligation it has under any applicable legislation.
- General Telephone Services.
 - It is important to us that our customers can access our services. Because of this, you must follow our Fair Use Policy when you use any of our special offers giving you calls or data usage for free or at rates lower than the standard rates for such calls or data usage as set out in these terms and conditions.
 - The special offers include Options, Loyalty Programs and other business special offers and discounts.
 - Our Fair Use Policy is intended to ensure that our customers do not use our Services in an excessive, unreasonable or fraudulent manner or in connection with equipment that has not been approved by us.
 - Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended purposes for which they are supplied to you will not breach our Fair Use Policy.
 - We can rely on our Fair Use Policy where we reasonably consider that you have used our Services in a way that is excessive or unreasonable (as set out below) or in the situations set out below.
- Commercial Use.
 - The Services we make available are intended for Standard Businesses operating within Australia.
 - Customers who use our services in their capacity as carriers or carriage service providers (or as suppliers of carriers or carriage service providers) must acquire

services for such purposes under wholesale terms and conditions. The following clauses are intended to ensure that this occurs:

- You must not resell or commercially exploit any of our services without our express written permission or have accepted the Wholesale Partner Terms and Conditions.
 - You must not reroute call traffic in order to disguise the originating party or for the purposes of resale.
 - You may not use our services in your capacity as a carrier or carriage service provider, or as a party supplying services to a carrier or carriage service provider, unless you have accepted the Wholesale Partner Terms and Conditions.
 - You can only use handsets or other devices that have been approved by us for use on our networks.
 - We can rely on our Fair Use Policy if we reasonably think that you have breached any of the previous clauses.
- Unlimited Call Plans.
 - The policy applies to Hosted Network VoIP bundles, Unlimited SIP Trunks or any time an Unlimited Usage plan has been supplied.
 - Unlimited Call Plans include Unlimited Standard Calls, as defined by Hosted Network, originated by you whilst using an approved IP Phone endpoint. Unlimited Standard Calls include calls to included destinations originated within a Standard Business environment operating from within Australia.
 - Each VoIP Bundle, SIP Trunk or Unlimited Voice package includes a maximum of 1,150 minutes of calls per service. If this limit is reached, you are then considered in breach of our fair use policy and charges may apply as per our standard price book. We will notify you before any charges are applied.
 - With the purchase of multiple VoIP Bundles or SIP Trunks this maximum is calculated by aggregating the total VoIP Bundles or SIP Trunks together.
 - Unlimited Call Plans do not include calls to 1300 / 13 numbers, calls to operator or directory assistance numbers, or calls to International or Satellite numbers.
 - Excessive Use – Voice.
 - Call Plans that include Unlimited Calls are designed for use by Standard Businesses operating within Australia.

- Hosted Network has completed an analysis of the call patterns of Standard Businesses operating within Australia and uses this data to assess whether your use under an Unlimited Call Plan is Excessive.
- We may contact you by phone or email, using the contact details you have provided, prior to commencing charges for excessive use.
- Unreasonable Use – Voice.
 - Without restricting what is meant by ‘unreasonable’, Hosted Network supplies the voice service for the purpose of you making and receiving calls or faxes on our network.
 - Hosted Network considers the following to be unreasonable use of the voice service:
 - using a device that reroutes calls to or from our network, or the network of another supplier;
 - operating a telephone based marketing business or call centre on a Standard Business plan;
 - using the service in a way that affects other customers’ access to the network; or
 - setting up switch devices which overcome the subscription and/or pricing charges, potentially keeping a session open for hours and limiting the ability for other customers to access the service.
- Call Patterns. Certain activity and certain call patterns may indicate that your use of the service is not that of a Standard Business. Use of the service outside of what is typical of a Standard Business is regarded as unreasonable use. You agree that Hosted Network may use its sole discretion to determine whether your use of the service is unreasonable. In contrast to the above sub-clauses, we may in our absolute discretion give our consent to this type of behaviour, subject to conditions and in writing.
- Equitable Access – Voice. We further consider your use of the voice service to be unreasonable if you reduce or limit the ability of other customers to access our network by:
 - engaging in the bridging of conference calls;
 - using the Hosted Network service to link two or more communication devices together for the purposes of providing a permanent or semi-permanent circuit; or
 - using the Hosted Network service for any other purpose than the predominant function of person-to-person voice communication.

Part B – Internet and Data Services

- Application. This Part applies to all data and connectivity services supplied by Hosted Network, including but not limited to:
 - Wholesale Internet services;
 - Wholesale nbn® services (including NBN Fixed Line, NBN Fixed Wireless, and NBN Enterprise Ethernet);
 - SD-WAN services;
 - MPLS and Private Network services;
 - FlexiFibre services; and
 - any other data, transport or connectivity product offered by Hosted Network from time to time.
- Where a service-specific agreement (for example, a Cloud Connect Service Agreement) sets out terms that differ from this Part, those service-specific terms prevail to the extent of the inconsistency.
- Intended Use. Internet and Data Services supplied by Hosted Network are intended for use by Standard Businesses operating within Australia, via Hosted Network's channel partners, for ordinary business connectivity purposes including:
 - accessing the public internet;
 - connecting office or site premises to cloud services and between each other;
 - supporting voice, video, email and collaboration applications; and
 - general business data transfer consistent with the speed tier and plan purchased.
- Hosted Network has analysed typical traffic profiles and utilisation patterns of Standard Businesses operating within Australia and uses this data to assess whether use of an Internet or Data Service is Excessive or Unreasonable.
- Excessive Use – Internet and Data. Without limiting what is meant by 'excessive', Hosted Network considers use of an Internet or Data Service to be excessive where it is materially inconsistent with the traffic profile of a Standard Business on the same plan or service tier. Indicators of excessive use include, but are not limited to:
 - sustained line saturation (for example, maintaining at or near plan peak throughput for prolonged continuous periods in a way that is atypical for a Standard Business);

- data volumes materially exceeding those of comparable Standard Businesses on the same service and speed tier, particularly during peak hours (typically 7pm – 11pm AEST);
 - generating traffic patterns that, in Hosted Network’s reasonable view, cause or are likely to cause congestion, degradation, or sub-optimal network performance for other customers or End Users; or
 - repeated, automated or scripted transfers of the same or similar content for the purpose of, or with the effect of, inflating utilisation or stress-testing the network without Hosted Network’s prior written authorisation.
- Excessive use is assessed on a holistic basis. No single metric (for example, monthly data volume) is determinative. Hosted Network will have regard to the plan purchased, the service tier, the time-of-day pattern of use, the impact on other customers, and the nature of the traffic.
 - Where practicable, Hosted Network will contact the Client by phone or email, using the contact details provided, before applying any remediation or charges for excessive use.
 - Unreasonable Use – Internet and Data. Hosted Network considers the following to be unreasonable use of an Internet or Data Service. This list is not exhaustive:
 - use of the service in a manner that causes or may cause interference, disruption, congestion, or more generally sub-optimal network performance for Hosted Network, its upstream suppliers (including nbn®), or other customers;
 - use of a residential-grade or small-business-grade service in a manner exceeding ordinary business use, including servicing more than one premise with a single connection without prior written consent;
 - using the service as a persistent replacement for a dedicated wholesale or carrier product (for example, aggregating multiple downstream End Users’ traffic through a single retail-tier connection);
 - using a 4G or mobile failover service as the primary data service beyond the period for which a fixed-line connection is genuinely unavailable;
 - undertaking, or attempting to undertake, any of the following activities without prior written authorisation from Hosted Network:
 - disabling, disrupting, or interfering with the regular working of any service or network, including by means of overloading, denial of service attacks, or flooding a network;
 - probing, scanning, or testing the vulnerability of a system or network;

- breaching the security or authentication measures for a service or network; or
 - stress testing or volume testing of the connection, upstream links, or interconnect capacity;
 - use of the service in breach of Hosted Network's wholesale agreements with upstream suppliers, including (where applicable) nbn's Wholesale Broadband Agreement fair use requirements;
 - setting up devices, software, or configurations which are designed to overcome plan inclusions, shaping, or pricing mechanisms; or
 - any use which, in Hosted Network's reasonable view, is inconsistent with the intended purpose of the Service.
- Reseller and End User Obligations. Because Hosted Network supplies Services on a wholesale or channel basis, the Client is responsible for the use of the Services by its End Users. Without limitation, the Client must:
 - ensure each End User is bound by terms substantively consistent with this Fair Use Policy and the Acceptable Usage Policy;
 - take reasonable steps to monitor End User usage and to act on notifications from Hosted Network in respect of excessive or unreasonable use;
 - provide Hosted Network with the information, assistance and cooperation reasonably required to investigate suspected breaches; and
 - indemnify Hosted Network against any loss, claim or liability arising from an End User's breach of this Policy, consistent with the indemnification provisions in the Hosted Network Terms and Conditions.
 - Prohibited Activities. The activities prohibited under the Hosted Network Acceptable Usage Policy apply to all Internet and Data Services and are incorporated into this Policy by reference. These include, without limitation, denial of service attacks, unauthorised access, port scanning, distribution of malicious code, spam, and use of the Services for unlawful purposes. A breach of the Acceptable Usage Policy is also a breach of this Fair Use Policy.
 - Assessment and Remediation. Where Hosted Network reasonably considers that a Client's or End User's use of an Internet or Data Service is Excessive or Unreasonable, Hosted Network may take any one or more of the following actions, proportionate to the severity, duration, and impact of the breach:
 - investigate the usage, which may or may not involve contacting the Client;
 - request that the Client (or the relevant End User) change the way the Service is used within a specified timeframe;

- issue a formal written warning;
 - apply speed shaping or rate limiting to the affected Service;
 - apply excess-use charges at the rates set out in the Hosted Network Pricebook;
 - recommend that the Client migrate the End User to an appropriate higher-tier or business-grade product;
 - restrict access to a particular offer, inclusion, or feature, with or without notice; or
 - suspend or cancel the Service, with or without notice, in accordance with the Hosted Network Terms and Conditions.
- In cases involving an imminent or ongoing risk of material harm to the Hosted Network network, its upstream suppliers, or other customers — including where usage is affecting equitable access for others — Hosted Network may act immediately and without prior notice. Hosted Network's right to act without notice under this clause overrides any notice requirement in other parts of the Terms and Conditions.

Part C – General

- What We Can Do. If we reasonably believe that you are in breach of this Fair Use Policy, without reducing or restricting our rights under the Hosted Network Terms and Conditions, the Acceptable Usage Policy, or any service-specific agreement, where we consider your use unreasonable or excessive we may:
 - suspend your access to a particular offer or inclusion;
 - apply speed shaping, rate limiting, or call restrictions;
 - apply excess-use charges at standard Pricebook rates;
 - suspend the affected Service; or
 - cancel the affected Service.
- Where the breach involves an imminent or ongoing risk to the network, to upstream suppliers, or to other customers, we may take any of these actions immediately and without any prior warning or notice given to you. Our right to suspend or cancel the Service without notice under this clause overrides any requirement we may have to give you notice in other parts of our Terms and Conditions.
- If we believe on reasonable grounds that you are in breach of this Fair Use Policy, you must pay us the standard applicable rate calculated from the date of the breach.

If you have already paid us for such Services, you must pay us the difference between the standard applicable retail rate and the amount you have paid to us.

- Reporting Breaches. Hosted Network encourages Clients and End Users to report suspected breaches of this Policy by email to helpdesk@hostednetwork.com.au.
- Related Policies. This Fair Use Policy should be read together with:
 - the Hosted Network Terms and Conditions;
 - the Hosted Network Acceptable Usage Policy;
 - the Hosted Network Privacy Policy; and
 - any applicable service-specific agreement, including the VoIP Service Agreement and the Cloud Connect Service Agreement.
- All of these documents are available at <https://www.hostednetwork.com.au/legal/>.