

APPLICATION FOR M2 CLEAR PTY LTD TELEPHONE SERVICE continued

Company Name: ABN:

ACCEPTABLE USE POLICY

The M2 Clear Pty Ltd Acceptable Use Policy applies to all customers on our Unlimited Plan. This policy aims to ensure we are able to provide quality service to all of our customers. We have designed our Unlimited Plan to be generous, however, to ensure it remains feasible, it must be protected from excessive use or abuse. Supply of the Unlimited Plan is subject to the following Acceptable Use Policy conditions:

You acknowledge the following information is a true representation of your current and likely future call usage:

Your Current Supplier(s) Billing Period

(Billing Period must be no more than 3 months old)

Number of lines to be billed under Unlimited Plan *(this will be the minimum number referred to in clause 5 below)*

Initial Starting Volume:

THE FOLLOWING TABLE SPECIFIES THE MAXIMUM NUMBER OF ELIGIBLE CALLS PERMITTED BY YOU UNDER YOUR UNLIMITED PLAN:

Eligible Calls from all services to be billed under the Unlimited Plan	Number of Eligible Calls for each full calendar month
Local Calls	
Fixed to Mobile	
National Calls	
International Calls	
Total Eligible Calls	

Any other information you believe we should know when assessing this application :

Acknowledgement, Consent and Signing. Terms not defined in this Acceptable Use Policy have the meaning given to them in the Clear Telecoms Standard Agreement. PLEASE READ THIS CAREFULLY. Supply of the Unlimited Plan is subject to the following Acceptable Use Policy conditions:

- 1) Fundamental to our offer to provide your business with the Unlimited Plan, is an appropriate understanding by M2 Clear Pty Ltd of:
 - a) the number and type of phone lines in your business that would be billed under the Unlimited Plan;
 - b) the current average number of Eligible Calls your business makes in a standard working month; and
 - c) the types of calls being made.

M2 Clear Pty Ltd will assess your call patterns from Your Current Supplier's invoice as soon as this Account Application is received. M2 Clear Pty Ltd will also confirm with You the Eligible Calls that will be used as the basis for the Acceptable Use Policy.

- 2) Eligible Calls over 15 minutes will be charged at the rates indicated on the rate card signed by You.
- 3) Eligible Calls for the Unlimited Plan means local calls, national calls, international calls, and calls from fixed lines to mobile only.
- 4) The invoice from Your Current Supplier must include all lines to be included in the Unlimited Plan and must be from a billing period that has no less than 21 working days, and be no more than 3 months old.
- 5) The number of lines transferred to M2 Clear Pty Ltd from Your Current supplier at the commencement of the Agreement, plus any new lines ordered by You from with M2 Clear Pty Ltd prior to the commencement of this Agreement, will be the minimum number of lines charged each month. Please refer to Your Account Application signed by You.

- 6) If You increase the number of business lines during the term of the Agreement, M2 Clear Pty Ltd will increase the Unlimited Call Plan Fee in direct proportion. The Clear Rate Plan Credits do not increase.
- 7) If your Eligible Calls increase beyond 150% of the initial starting volume in any 3 months of the last 6 months during the term of Agreement, and/or where the % mix of calls between local, fixed to mobile, national and international calls alters by more than 50%, M2 Clear Pty Ltd retains the right to increase the Unlimited Plan Fee by 3% for each 10% of the average volume increase in those 3 months, or move your services to the lowest of our other current published Clear Rate Plans. Clear Rate Plan Credits do not increase.
- 8) If we find that there has been a fundamental change in the size or nature of the business which is likely to significantly increase your Eligible Calls by more than 100% in the current or following month, we reserve the right to either suspend the Unlimited Plan, renegotiate the Monthly Plan Fees with You, or, more your Services to the lowest of our other current published Clear Rate Plans.
- 9) If we find that there has been a fundamental breach by You of this Acceptable Use Policy, You agree that M2 Clear Pty Ltd will recharge You, and You agree to pay for the calls made during this period at our lowest current published Clear Rate Plan.
- 10) The Unlimited Plan is available on a Direct Debit Request only, therefore if it is cancelled for any reason, M2 Clear Pty Ltd reserves the right to immediately move You to our lowest current published Tariff Schedule.
- 11) The Unlimited Plan is not available to new businesses or a new site for an established business.
- 12) The Unlimited Plan is subject to acceptance and confirmation by M2 Clear Pty Ltd.
- 13) The Unlimited Plan is only available to [Clear One & Clear Digital] services. PSTN business lines, residential lines and data lines are not able to be billed under the Unlimited Plan.
- 14) The fees and charges on the Unlimited Rate Card are part of the Unlimited Plan and this cannot be waived or altered.
- 15) Any special conditions agreed to by M2 Clear Pty Ltd and You form part of the Acceptable Use Policy.

Signed for Customer by	<input type="text"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signed for M2 Clear Pty Ltd by	<input type="text"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>