

# Fair Use Policy

## **Teldotnet Pty Ltd ABN 62 067 573 559**

- (a) This is our Fair Use Policy. It applies to all Services we supply to all our customers ('you') and Users.
- (b) We may amend this policy from time to time by putting a notice on our website and/or giving you notice by email.
- (c) You must comply with this policy and you must ensure that all Users and each person who uses your or their Service agrees to comply with this policy.
- (d) You and each User are responsible for all use of the Service and for compliance with this policy whether or not you or they authorise the use.
- (e) We may, without liability, suspend or cancel the Service to you without notice if we reasonably consider you have breached or are likely to breach this policy. Similarly, we may, without liability, suspend or cancel the Service to a User, if we reasonably consider the User has breached or is likely to breach this policy. We may do this whether the breach or likely breach is intentional or authorised by you or the User, or not.
- (f) In this policy, 'User' means a person who acquires a product or service that relies on the Service, who is the ultimate recipient or user of the Service (excepting you), to whom we supply the Service at your request, to whom you resupply the Service, or whom you authorise to use or distribute the Service.

## **Security**

- (a) You must take reasonable steps to keep secure any equipment and infrastructure you use in connection with the Service to ensure that unauthorised access to the Service does not occur.
- (b) You must keep your passwords and account details confidential, install and keep up to date antivirus and firewall software and keep your operating systems and software up to date.
- (c) You must keep secure, and back up as appropriate, any data stored on equipment you use in connection with the Service. We will not be liable for any misuse or loss or corruption of your User data.

## **Unacceptable Use**

You must not use or try to use the Service in any manner:

- for any illegal or fraudulent purpose;
- so that someone else is able to commercially exploit a service
- which misleads or is likely to mislead others as to the identity of the sender or the origin of any communication made using the Service, for example by creating a false Caller ID identity ("ID spoofing");
- to endanger a person or damage property;
- to commit an offence;
- to communicate, transmit or distribute any computer worms, trojans, viruses, or other similar programs;
- to communicate, transmit or publish any harassing, abusive, menacing, defamatory or illegal material;
- to send unsolicited electronic message(s) or do anything else in breach of the Spam Act 2003;
- to reproduce, download, distribute, transmit, publish, store, copy or exploit any material in any way which infringes copyright, patent, trade mark, design or other intellectual property rights;
- to access, store, copy, distribute or publish any content in contravention of applicable law or regulation;
- to provide or permit unrestricted access to content contrary to relevant classification rules;

- to hack or gain unauthorised access to or control of, or to conduct unauthorised monitoring of, any equipment, system, network, accounts or private or confidential information of others;
- to do anything which might compromise the security or safety of, or which might damage, interrupt or interfere with the operation of the Service, or the networks used to supply the Service;
- to violate a law or cause us to violate a law.

If the Service is a plan with included call allowance, in addition to the above, you must not use or try to use the Service in a way which:

- causes network congestion, or is otherwise adversely affecting the networks used to supply the Service;
- causes another customer's use of our services to be diminished or disrupted; or
- is unusually excessive compared with normal network traffic patterns.

Examples of unacceptable excessive use include:

- where usage of the Service exceeds the theoretical maximum allowance of the plan,
- where auto dialler or other software equipment is used that has not been authorised for use on our network by us;
- allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user;
- trunking or forwarding Your VoIP number to another phone number or numbers capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

## Unreasonable Use

- It is unreasonable use of Services where Your use of Services is reasonably considered by us to be fraudulent or to adversely affect the Network or other customers' use of or access to a service or the Network.
- It is unreasonable use of a Fair Use Promotion where Your participation in a Fair Use Promotion is reasonably considered by us to be fraudulent or to adversely affect the Network or another customer's use of or access to a service or the Network.
- Among other things, "fraudulent use" includes resupplying a Service without our consent so that someone else may access or use the Services or take advantage of a Fair Use Promotion.

## General

- (a) You must comply with our reasonable directions, those of our network suppliers and any government or regulatory body in relation to use of the Service. You must comply with any third-party rules and pay for any third party charges related to content or services you or Users access via the Service.
- (b) You are responsible for all content you publish via the Service, and for all risks associated with your use of the Service, including risks associated with:
  - downloading, accessing, viewing, using, transmitting, publishing or communicating material;
  - making purchases; and
  - transmitting personal or confidential information.
- (c) You must take appropriate steps to prevent minors from accessing or receiving any content that may be inappropriate for them.
- (d) By using the Service to reproduce, publish, display, transmit or distribute content, you authorise us (or our agents) to reproduce, publish, display, transmit and distribute the content as necessary for us to supply the Service.
- (e) We do not supervise, control or authorise your or Users' access, use, receipt or transmission of material via the Service and we are not responsible for the content, nature or form of that material.

- (f) We may, but are not obliged to, block access to, remove, or refuse to post any content that we consider is offensive, indecent, or otherwise inappropriate regardless of whether the content or its publication is unlawful
- (g) We do not supervise or control whether material sent or received via the Service is sent or received correctly or at all or if it is corrupted or intercepted.
- (h) We will not be liable for any loss, cost, damage, expense or liability related to your or any User's use of the Service.

## **Traffic Management**

We may, without liability, implement traffic management measures to ensure that the minority of heavy users do not affect the Service for the majority of users on the network. These measures include:

- traffic managing download speeds for certain customers during peak periods to improve the service for other users
- limiting customers who have downloaded an excessive amount of data during any one-hour period of the peak time frame
- managing the amount of bandwidth allocated to certain applications whose operation is not time-critical (such as Peer-to-Peer file sharing) during peak periods