

## Telecommunications Acceptable Use Policy

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### 1. About this Policy

- (a) Your use of the nbn™, VOIP, mobile and data Services is subject to the following rules and guidelines contained in this policy.
- (b) The meaning of the capitalised terms are;
- (i) set out at the end of this policy,
  - (ii) in the Service Description for the relevant Service; or
  - (iii) in our Telecommunications Consumer Terms (as applicable to you).

If a definition in this policy is inconsistent with a definition in the Service Description or in our Telecommunications Consumer Terms (as applicable to you), the definition in this policy applies.

### 2. General

- (a) This policy is designed to ensure that your use of the Service does not break any laws, hinder the efficient operation of our Supplier's Network, interfere with the rights of our other customers, or interfere more generally with the rights of Internet users.
- (b) If you are a residential customer our services are for your personal use only.
- (c) If you are a business customer, including a small to medium business customer, our services are for your use in the ordinary course of business.
- (d) You may not use the service in a manner which is 'unreasonable' or 'unacceptable'.
- (e) You are responsible for ensuring that use of the Services and your Account (if any) complies with this policy. You are also responsible for any use of the Services even if, for example, it was used, with or without your consent, by a friend, family member, guest or employee who gains access to the Services or your Account (if any).
- (f) We may amend this policy at any time. The latest version of this policy will always be available on our website [here](#).
- (g) You should consult this policy regularly to ensure that your activities conform to the most recent version.
- (h) If there is an inconsistency between any other part of our Agreement and this policy, this policy will apply.
- (i) If you become aware of any violations of this policy by other users you should contact us on 1800 448 305, if you are an On by EnergyAustralia customer please contact us on 1800 108 633

### 3. Unreasonable use

We consider your use of the service unreasonable if you use it in a manner which is other than it was intended for.

Here are some examples of uses which we consider 'unreasonable'. This is not intended to be an exhaustive list:

- if you are a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use (e.g. a residential product cannot be used for commercial purposes);
- if you are a business customer, including a small to medium business customer, using the service in way which could not be reasonably regarded as ordinary business use;
- using the service for fraudulent purposes;
- abnormal or excessive use of back to base services;

- SIM boxing or using the service in connection with a device that switches or re-routes calls to or from our network to another carrier's network;
- wholesaling any service or using the service in connection with any device that switches or reroutes calls potentially keeping a line open for hours;
- using the service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
- Calling 13xx or 18xx numbers to make indirect calls through other providers (eg. through a calling card);
- using the service for the purposes of arbitrage;
- using the service in connection with a device that automatically dials numbers either from a list or are generated randomly;
- using the service to make or receive calls on our network for the purposes of resale, resupply or commercial exploitation; or
- using the service for continuously call forwarding or multiple simultaneous calling;
- using the service for bulk messaging;
- using a 'mobile voice' SIM card in a non 'mobile voice' device; or
- using the service for anything which isn't standard person to person communication.

#### **4. Unacceptable use**

You may not use our services in any manner which improperly interferes with another person's use of our services or for illegal or unlawful purposes. You may not use any equipment or devices on our network (including SIM cards) which have not been approved by us. We consider the use of our services or unauthorised equipment in this way to be unacceptable.

Here are some examples of uses which we consider 'unacceptable'. This is not intended to be an exhaustive list:

- if you provide us with false user information to use the service;
- using any equipment or device (including SIM card) on our network which has not been authorised by us;
- using the service to send unsolicited or unwanted commercial electronic messages to individuals or businesses;
- using the service to gain improper access to another person's private or personal information;
- using the service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- using the service to defame, harass or abuse anyone or violate their privacy;
- contravening any applicable laws when you use the service;
- using the service to communicate with emergency service organisations where an emergency situation does not exist;
- using the service to distribute or make available material that is misleading or deceptive as to your identity;
- infringing any person's intellectual property rights, including copyright, when you use the service;
- using the service to monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so;
- using the service in a way which interferes or disrupts the service, any computer system access through it or any other person's use of it;
- using the service to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- using the service in a manner designed to compromise the security or interfere with the operation of the service or any other computer, system or network.

#### **5. Illegal Activity**

You must not use the Service for any activity that breaches any law or violates any local, state, Commonwealth or international law, order or regulation.

Prohibited activities include (but are not limited to):

(a) posting, disseminating, or in some cases accessing, content which is unlawful, including:

(i) content that is or would be classified by the Classification Board as RC rated or X rated or content that is or would be classified by the Classification Board as R rated where a Restricted Access System is not in place;

(ii) content which violates the copyright or other Intellectual Property Rights of others. You assume all risks regarding the determination of whether material is in the public domain; or

(iii) content that defames, harasses or abuses anyone or violates their privacy,

(b) pyramid or other illegal soliciting schemes; or

(c) any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

## 6. Security

(a) You are responsible for any misuse of the Service, as set out in clause 2(b) above. You must take reasonable steps to ensure that others do not gain unauthorised access to the Service and your Account.

(b) The Service must not be used to obtain or attempt to obtain unauthorised access to any computer, system or Network. If you do not have authorisation, prohibited activities include (but are not limited to):

(i) accessing, monitoring or using any data, systems or networks;

(ii) probing, scanning or testing the vulnerability of a system or network;

(iii) breaching any security or authentication measures for a system or network;

(iv) accessing the account or private information of any other person or entity; and

(v) accessing any server in violation of any acceptable use policy of that server, including any attempt to do any of the things mentioned in paragraphs (i) to (iv) above.

(c) You must not:

(i) use (or attempt to use) or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools;

(ii) knowingly transmit or disseminate any information or software, which contains a virus or other harmful feature;

(iii) use (or attempt to use) the Service in a manner that may interfere with the technical operation of the Service or any other computer, system, network or telecommunications services, including (but not limited to) denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to 'crash' a host; or

(iv) interfere (or attempt to interfere) with the regular workings of our systems or network connections.

(d) You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device.

(e) We recommend against enabling file or printer sharing of any sort. We recommend that any files or services you do choose to make available for remote access be protected with a password or other appropriate measures to prevent unauthorised access.

(f) You must notify us immediately of any unauthorised or attempted unauthorised use of your Service and any other breach or attempted breach of security.

## **7. Your use of the internet**

Where our products and services allow you access to the internet, you are responsible for any use or misuse of the services, even if they were used, with or without your consent, by another person who gains access to them. If you would like to appoint an authorised representative who deals with us on your behalf or if you wish to use an advocate, please contact us. Alternatively, you may use our Appointment of Authorised Representative Form [here](#).

You are responsible for all risks associated with use of Mobile service. We do not bear any responsibility or liability relating to your use of the internet. You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect to content which is likely to be considered unsuitable for children.

You must comply with any rules imposed by any third party whose content or service you access using the Mobile service. You may not copy, publish, re-publish, re-distribute, re-communicate, or otherwise commercially exploit such content in any form or by any method whatsoever. This prohibition includes framing, linking, posting in news groups, and any other form of copying unless approved by the content provider.

We may block access to, remove, or refuse to post any content which you attempt to post which we consider offensive, indecent, unlawful, or otherwise inappropriate regardless of whether such content is actually unlawful.

We may be directed by a regulatory or other law enforcement body to remove content from our servers or to prevent users from accessing content from the internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the internet by a copyright owner.

## **8. Risks of the Internet**

(a) Some activities that you can perform when accessing the Internet may be harmful or cause loss to you, other people that may access your Service, or your equipment. Typical activities include (but are not limited to):

(i) downloading content (including receiving emails) from the Internet which may introduce viruses or other harmful features to your computer;

(ii) purchasing goods or services using the Internet;

(iii) transmitting confidential information over the Internet (such as your credit card number or other personal information); or

(iv) accessing and viewing content on the Internet or otherwise available through the Service that may be offensive to some individuals, or inappropriate for children (for example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children).

(b) You bear all risks associated with the activities referred to in paragraph (a) above, and we do not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities.

(c) You may minimise the risk of accessing illegal or offensive content as well as managing use of the Internet by using a Filtering Solution.

(d) You have the right to make complaints to the Australian Communications and Media Authority about Internet content which is or would be classified by the Classification Board as X rated or RC rated, or which is or would be R rated and does not have a Restricted Access System in place.

## **9. Content Publishing**

(a) You are solely responsible for any content that you publish via websites, email, newsgroups, Online Forums or other publishing mediums accessed via the Service.

(b) You must not publish material that is or would be classified by the Classification Board as RC rated or X rated via websites, email, newsgroups or other publishing mediums accessible via the Service.

(c) You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may be inappropriate for them. This includes implementing a Restricted Access System on

content that is or would be classified by the Classification Board as R rated. We also encourage you to use appropriate warnings and / or labelling systems in respect of content which is likely to be considered unsuitable for children.

(d) We reserve the right to block access to, to remove, or to refuse to post any content, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such content or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or Intellectual Property Rights of others, or is likely to be defamatory of another person.

(e) Commonwealth legislation allows the Australian Communications and Media Authority to direct us to remove certain prohibited or potentially prohibited content from our servers (or those of our service providers) or to prevent users from accessing certain Internet content. We may take any steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from the Australian Communications and Media Authority, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your Account, filtering the Internet content made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you.

(f) Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials. We may take any steps necessary in order to ensure compliance with a notification from a copyright owner or their agent, including removing any content (including part or all of a website) from our servers, closing or suspending your Account, filtering the Internet content made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you.

(g) We are under no obligation to monitor transmissions or published content on the Service. However, we (or our agents) have the right to monitor such transmissions or published content from time to time and to disclose that content.

(h) By using the Service to reproduce, publish, display, transmit or distribute content, you warrant that the content complies with this policy and authorises us (or our agents) to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner.

## **10. Electronic Messaging**

(a) You must not use the Service to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. You must only send such a message to those individuals who have explicitly requested it.

(b) The Service must not be used to:

(i) send messages to any individual or entity who has indicated that he/she/it does not wish to receive messages from you; or

(ii) collect or redirect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this policy, or the equivalent policy or any other policy of any other Internet service provider or website. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any website or other resource that uses our Supplier's Network.

(c) You must not:

(i) obscure, alter or delete the source of messages that you send or forge message headers;

(ii) send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account (for example, 'mail bombing'); or

(iii) send chain letters, whether or not the recipient wishes to receive such mailings.

(d) We are not responsible for forwarding or storing messages sent to any Accounts that have been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

### **11. Online Forums**

(a) Messages posted to an Online Forum must comply with the written charters for that forum. You are responsible for determining the policies of a given forum before posting a message to it. Data files may only be posted to Online Forums that specifically permit this.

(b) Posting or cross-posting the same or substantially similar messages to more than eight Online Forums is prohibited.

(c) You must not disrupt or attempt to disrupt Online Forums by posting a large number of messages that contain no substantive content. Disruption occurs when normal discussion in the group is significantly hindered.

(d) You must not use the Service to connect to an online forum from which you have been previously banned.

### **12. Automated Applications**

The Service is provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when you are physically present at the computer. These activities include (but are not limited to) automated file downloading, IRC 'bots', continuous streaming media and peer-to-peer file sharing applications.

### **13. Monitoring compliance**

We are under no obligation to monitor your transmissions or any content you publish using the service. However, we may from time to time monitor transmissions or published content to protect our network, our other customers and the general public as well as to ensure you are complying with the terms of this policy. We may need to disclose any findings as required to regulatory authorities.

To detect and deal with breaches of this policy and to ensure compliance with any relevant industry codes of practice, notification or direction by any relevant regulatory authority, we:

- will co-operate with other carriage service providers to control unacceptable user behaviour;
- may disclose your username, IP address or identifying material or other Personal Information to the police and to other law enforcement agencies if you are suspected of breaking any laws in connection with the use of the service or when we are otherwise required to do so;
- may implement technical mechanisms to prevent behaviour which breaches this policy (for example, which block multiple postings before they are forwarded to their intended recipients);
- may exercise any rights we have under your agreement, including suspending or cancelling use of the service;
- may remove any content from servers;
- may filter the content made available to you via the service or restrict your access to a particular site; and

- may take any other action we consider reasonably necessary.

We take active steps to minimise the amount of spam on our network, which may include:

- Restricting your ability to forward emails
- Limiting your access to the service to a closed user group relevant to your use of the service
- Requiring you to rectify any misconfigured mail and/or proxy servers

#### **14. Violation of Acceptable Use Policy**

(a) If you, or someone with access to the Service, use the Service in a way that we, in our sole discretion, believe violates this policy or any other term of your agreement, we may take any responsive action we deem appropriate.

(b) Such actions may include (but are not limited to) temporary or permanent removal of content and content publishing capabilities, filtering of Internet transmissions and the immediate suspension or cancellation of all or any portion of the Service.

(c) We have no liability for any such responsive actions and may take any other legal or technical action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them. If your use of the Service causes a loss to third parties and we are required to pay compensation, you must indemnify and reimburse us.

(d) We are not obligated to regularly monitor your usage of the Service (including any content posted, disseminated or accessed by you), however we reserve the right to monitor your use of the Service to identify violations of this policy, and to protect our Network, the other users of this Service, and other Internet users.

(e) We reserve the right to investigate suspected violations of this policy, including the gathering of information from the user(s) involved and the complaining party, if any, and examination of transmissions and material on our servers and Network. During an investigation, we may suspend the Account(s) involved, interrupt transmissions and/or remove material that potentially violates this policy.

(f) In order to enforce this policy, you authorise us (or our agents) to cooperate with:

- (i) law enforcement authorities in the investigation of suspected criminal violations, and
- (ii) system administrators at other Internet service providers or other network or computing facilities.

Such cooperation may include us providing, for example, the username, IP address or other identifying information about a user.

(g) Upon cancellation of an Account, we are authorised to delete any files, programs, data and email messages associated with that Account.

(h) Any failure by us to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

(i) You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

#### **15. Unreasonable Voice Usage**

EnergyAustralia considers Customer use of a Service, plan inclusion, promotion and/or offer to be unreasonable if accessed or utilised for any non-ordinary purpose or if the Plan is a residential plan for household or personal use only, but is instead used for commercial or other atypical household or personal purposes. Non-ordinary purpose includes:

- a) use of a Service of more than 3000 minutes in each bill cycle
- b) running a telemarketing business or call centre;
- c) re-supplying or reselling the Service;

- d) wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on our network;
- e) abnormal or excessive use of back to base services;
- f) SIM boxing or using the Service (including any of our SIM card(s)) in connection with a device or method that switches, routes or re-routes traffic (e.g. calls, SMS, data, etc.) to or from our network or the network of any supplier;
- g) usage that affects other Customers' access to the network or enjoyment of the Services;
- h) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other Customers to access the Service; or
- i) any other activity which would not be reasonably regarded as typical or ordinary use.

## 16. Contact us

If you have any questions or queries about our Acceptable Use Policy, please contact us on 1800 448 305. If you are an On by EnergyAustralia customer please contact us on 1800 108 633 or email us at [support@experienceon.com.au](mailto:support@experienceon.com.au). Please note, our standard operating times are: 9am to 5pm AEST

## 17. Definitions

**Account** means the email account (if any) where you are billed for one or more Services and through which you can monitor and request changes to the Service.

**Classification Board** is the Classification Board established under the *Classification (Publications, Films and Computer Games) Act 1995* (Cth).

**Electronic Messaging** includes all forms of electronic communications to other individuals including email, instant messaging, web to SMS, Internet chat and Online Forums.

**Filtering Solutions** means Internet filtering software or system approved for use under the Internet Industry Association Content Codes of Practice registered under the *Broadcasting Service Act 1992* (Cth). The Communications Alliance Ltd provides a list of approved Filtering Solutions on its website [www.commsalliance.com.au/activities/ispi](http://www.commsalliance.com.au/activities/ispi)

**Online Forum** means a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists.

**R rated** includes (but is not limited to) material containing excessive and/ or sexual violence, implied or simulated sexual activity, or materials which deal with issues or contains depictions that requires an adult perspective.

**RC rated** includes (but is not limited to) material containing detailed instruction in crime, violence or drug use, child pornography, bestiality, excessive violence or sexual violence, real depictions of actual sexual activity or obscene material.

**Restricted Access System** means a 'Restricted Access System' as referred to on the Australian Communications and Media Authority website at [www.acma.gov.au](http://www.acma.gov.au).

**Supplier's Network** means the network(s) used to supply the Service to you as set out in the relevant Service Description.

**X rated** includes (but is not limited to) material containing real depictions of actual sexual activity.