

Our Acceptable Use Policy

GENERAL TERMS

1. Definitions and interpretation

Rules of interpretation and capitalised terms used in this Acceptable Use Policy are as defined in clause 17 of the SFOA or in this clause 1 of this Acceptable Use Policy.

Classification Board has the same meaning given to it in Schedule 7 of the *Broadcasting Services Act 1992*.

Data Service means, together and individually, the Internet Service and the Web Solutions Service.

Email Service means the service (identified in your Application Form) by which we provide you with an email account and email storage.

Internet Service means the service (identified in your Application Form) by which we provide you with access to the Internet and data network solutions including, but not limited to, virtual private networks.

Mobile Service means the service (identified in your Application Form) by which we provide you with access to our mobile network.

Fixed Phone Service means the service (identified in your Application Form) by which we enable you to make and receive local calls, long distance calls and/or calls to mobiles over a fixed telephone line or over the Internet using VoIP.

Plan Inclusion means where we offer a nominated usage component (such as a number or type of calls, a volume of minutes, a number of SMS/MMS messages, a data allowance or email or web storage) as part of your service plan. Any Plan Inclusion will be clearly outlined on the Rate Card.

Policy means this Acceptable Use Policy, a copy of which is accessible on our website at www.communitytelco.com.au.

Restricted Access System means a system for controlling access to MA15+ and R18+ classified content in accordance with the *Restricted Access Systems Declaration 2007*.

Service means, together and individually, the Email Service, Internet Service, Mobile Service, Fixed Phone Service and Web Solutions Service.

SFOA means our Standard Form of Agreement.

VoIP means a telephony service which enables you to make and receive calls over the Internet using an IP Phone, Softphone, IP PBX or similar technology.

Web Solutions Service means the service (identified in your Application Form) which provides you with a range of Internet based business services including, but not limited to, web hosting, email hosting and domain name hosting.

2. Application of this Policy

This Acceptable Use Policy forms part of our Agreement.

General Terms apply to all customers.

Part A of this Policy applies to customers who acquire a Data Service from us.

Part B of this Policy applies to customers who acquire a Mobile Service from us.

Part C of this Policy applies to customers who acquire a Fixed Phone Service from us.

Part D of this Policy applies to customers who acquire an Email Service from us.

3. Your obligation

You must use the Service in accordance with this Policy.

Your obligation to comply with this Policy includes your obligation to ensure any person who uses your Service also complies with this Policy.

You must use your Service in accordance with any download or capacity limits stated in our Agreement.

4. Our rights

We may monitor your usage of the Service and communications sent via the Service to ensure your:

- compliance with our Agreement, including this Policy; and
- our compliance with the law, including any direction from a regulatory or law enforcement authority.

Without limiting our rights under the SFOA:

- we may immediately limit, suspend or terminate your Service if you unreasonably exceed any download or capacity limits stated in our Agreement or excessively use the capacity or resources of our network and systems in a manner which may hinder or prevent us from providing services to other customers;
- if we believe on reasonable grounds that you are in breach of this Policy we may ask you to reduce your usage so that it complies with this Policy. If your usage continues at an excessive level following this request, we may, in our absolute discretion and without further notice to you:
 - cancel or limit your access to any relevant Plan Inclusion and charge you at our standard retail rates;
 - suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary;

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- require you to reimburse us the difference between the standard retail rates (without any Plan Inclusion applied) and the amount you have paid to us calculated from the date of the breach; and/or
- cancel your Services.

5. Cancellation

Upon cancellation of a Service for violation of this Policy, we are authorised to delete any files, programs, data, email messages and other content associated with that Service.

6. Disclaimer

To the extent permitted by law and subject to your rights under the Consumer Guarantees we disclaim all liability for, and do not accept any responsibility for, anything that may happen to you or your equipment, or any loss incurred by you as a result of, or in any way connected with the limitation, suspension or cancellation of your Service by us under this Policy.

Whilst we make reasonable efforts to back-up web solution data, we do not accept any responsibility for the integrity of any back-up of your web solution data or that data being available when required. It is your responsibility to maintain a current copy of your web solution data at all times. Should your data be lost due to an equipment failure or data corruption, we will undertake all reasonable efforts to restore your web solution data but we will not be liable for any loss or damage to you or your business caused by the loss of your data or for any resulting data that is incomplete, out-of-date, corrupt or otherwise deficient.

This disclaimer of liability does not supersede or replace any other disclaimer or obligation expressly provided in any other part of your Agreement with us.

7. Limitation of Liability and Indemnity

You will not use a Service to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law, and, without limiting our rights under the SFOA, you will indemnify us against any Claim we suffer as a result of your use of the Service.

We accept no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to a breach of this Policy by you, and without limiting our rights under the SFOA, you agree to hold us harmless from any such Claims by you or anyone else on a full indemnity basis.

8. Severability

You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be severed,

and the remaining portions will remain in full force and effect.

9. Changes

We may vary this Policy in accordance with clause 2 of our SFOA

10. Complaints

If you have a complaint about mobile or Internet content you should visit ACMA's website at www.acma.gov.au/hotline.

If you have any questions or concerns about this Policy or would like to report a breach of this Policy you should contact us at support@communitytelco.com.au or by calling 1300 743 303.

PART A - DATA SERVICES

This Part A sets out the rules which apply to your use of our Data Service or any other service we provide to you for connection to the Internet, email and other publicly accessible data and information networks.

To the extent that you access the Internet or access or publish content via your mobile phone, you must also comply with Part B - Mobile Services, set out below.

1. Responsible Usage

You must use your Data Service responsibly and in accordance with the law.

If you engage in any conduct which could result in injury or damage to any person or property (including our network, systems and equipment), access to your Data Service may be restricted, suspended or terminated without prior notice and without refund.

You **must not** use or attempt to use your Data Service to store, send, distribute or otherwise make available any content or material which:

- defames, harasses, threatens, abuses, menaces, offends or incites violence or hatred against any person or class of persons whether on grounds of gender, race, religion or otherwise;
- is prohibited or unlawful under any Commonwealth, State or Territory law or classification system, or which is likely to be offensive or obscene to a reasonable person;
- is confidential, subject to copyright or any other rights of a third party (unless you have a lawful right to do so); or
- is otherwise illegal, fraudulent or likely to give rise to civil or criminal proceedings.

You **must not** use or attempt to use your Data Service to:

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- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- hinder, restrict or interfere with the normal operation of our network, systems and equipment or that of any other person;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message; or
- send or distribute any material or take any other action with the aim of overloading any network or system (including our network and systems).

You must not authorise, aid, abet, encourage or incite any other person to do or attempt any of the acts or engage in any of the prohibited conduct described above.

2. Spam Obligations

You **must not** use or attempt to use your Data Service to send or distribute unsolicited commercial electronic messages in breach of the provisions of the *Spam Act 2003 (Cth)*;

You agree to use your best endeavours to secure any device or network within your control against being used in breach of your spam obligations by third parties, including where appropriate the application operating system and application software patches and updates.

You acknowledge that we may scan any IP address ranges allocated to you for your use with your Internet Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers. If we detect open or misconfigured mail or proxy servers we may suspend or terminate your Internet Service.

3. Security

You are responsible for:

- maintaining the security of your Data Service, including protection of account details, usernames and passwords against unauthorised use by a third party;
- all charges incurred by yourself and third parties, whether or not you authorised such use of the Service, until such time as you notify us of any security breach regarding the service or of your

confidential password, usernames or account details; and

- taking appropriate security measures such as installation of a firewall, the use of anti-virus software to protect your personal data, computer and other equipment from loss or damage.

4. Copyright

You must not use your Internet Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the *Copyright Act 1968 (Cth)* or any other applicable law.

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 all necessary steps:

- in order to comply with a notification from a copyright owner or their agent;
- where we are permitted or compelled to do so by law;
- where we are requested to do so by a regulatory or law enforcement authority; or
- where we reasonably believe that you have infringed another person's copyright,

including removing any content (including part or all of a website) from our servers, closing or suspending your Community Telco Internet account, filtering the Internet content made available to you or restricting access to a particular website. You acknowledge and agree that we may take these steps at any time and without notice to you.

5. Access to Internet content

You are responsible for determining the content and information you choose to access on the Internet when using your Data Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you authorise or permit to use your Data Service. You may obtain further information on content filtering products by contacting us on 1300 743 303 or via Communications Alliances website www.commsalliance.com.au.

If we have reasonable grounds to believe you have used your Data Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

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6. Communicating with others

You must not use, attempt to use or permit to be used your Data Service to make inappropriate contact with children or minors who are not otherwise known to you.

You are solely responsible for any content you publish, send or distribute (or permit to be published, sent or distributed) including, but not limited to, content you post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, mobile portal content, premium SMS/MMS content and any other publishing mediums via the Data Service.

Your failure to comply with these requirements may lead to immediate suspension or cancellation of your Data Service without notice.

7. Classifying content

You must not publish material that is or would potentially be classified by the Classification Board as RC rated or X18+ rated via websites, email, newsgroups or other publishing mediums accessible via the Data Service.

You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may potentially be unsuitable for them. This includes implementing a Restricted Access System in respect of content that is or would be classified by the Classification Board as MA15+ or R18+. You must also use appropriate warnings and/or labelling systems in respect of content which is likely to be considered unsuitable for children in accordance with relevant state legislation.

You must label or otherwise clearly identify any content you make publicly available via the Data Service in accordance with the applicable classification guidelines and the National Classification Code (issued pursuant to the *Classification (Publications, Films and Computer Games) Act 1995* (Cth)) or any other industry code or content standard which applies to your use or distribution of that content.

8. Complying with regulatory authorities

Commonwealth legislation allows the Australian Communications and Media Authority (**ACMA**) to direct us to remove from our network and servers certain prohibited or potentially prohibited content or to prevent users from accessing certain content. You acknowledge and agree that we may take all steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from ACMA, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your Community Telco Internet account, filtering the 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. You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any law enforcement agency. We may recover the cost of such investigation if it is established you have misused the Service.

You acknowledge that we reserve the right to restrict, suspend or terminate your Data Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Data Service is subject to any investigation by law enforcement agencies or regulatory authorities.

We are under no obligation to monitor transmissions or published content on the Data 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 to the appropriate authorities.

9. Cancellation of the Data Service

We are not responsible for forwarding or storing messages sent to any Internet account that has been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

10. Warranty

When using the Data Service to reproduce, publish, display, transmit or distribute yours or third party content, you warrant that the content complies with this Policy. You authorise us (or our nominees) to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the Services in a timely manner.

PART B - MOBILE SERVICES

This Part B sets out the rules which apply to your use of the Mobile Service and aims to ensure that you do not use your Service in an excessive or unreasonable manner which may interfere with the reliable operation of our network or which may hinder or prevent us from providing quality Mobile Services to other customers.

To the extent that the use of your Mobile Service involves access to the Internet or access to or publication of any content (including mobile portal content and premium SMS/MMS content), you must also comply with Part A - Data Services, set out above.

1. Excessive Use

You must not use any of our Mobile Services in a way that is excessive.

Unless the Plan Inclusion states otherwise, we consider 'excessive' use to be usage of more than:

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- 2500 minutes of mobile calls made per month per service;
- 500 SMS text messages sent per month per service;
- 500 MMS messages sent per month per service;
- 300 MMS Video messages requested per month per service, or
- 1500 MB of data downloaded and/or uploaded per month per service via GPRS.

In the case of other uses of a Mobile Services, what is excessive use will either be advertised by us at the time of the relevant promotion or included in this Acceptable Use Policy prior to the commencement of the relevant promotion.

2. Unreasonable Use

You must not use any of our Mobile Services in a way that is unreasonable.

We consider your use of a Mobile Service to be 'unreasonable' if you:

- use your service in a way that results in abnormal or excess use by machine to machine devices;
- use your service to call 13xx or 18xx numbers that allow you to make indirect calls through other providers;
- use your service in connection with a device that automatically dials numbers either from a list or that are generated randomly;
- re-supply or commercially exploit our Mobile Services without our consent to enable others to take advantage of a Plan Inclusion;
- set up switch devices to overcome the time cap on Plan Inclusions involving a level of free time on calls or a flat charge for part of a call, thus keeping the line open for lengthy periods and limiting the ability of other customers to access the network; or
- engage in any other conduct which is fraudulent or results in significant network congestion.

PART C - FIXED PHONE SERVICES

This Part D sets out the rules which apply to your use of the Fixed Phone Service and aims to ensure that you do not use the Fixed Phone Service in an excessive or unreasonable manner which may hinder or prevent us from providing quality services to other customers.

1. Excessive Use

You may only use the Fixed Phone Service for personal, residential or business purposes, in

accordance with the terms stated in the Rate Card or your Application Form. You may not use the Fixed Phone Service to engage in activities which may cause significant network congestion, such as:

- autodialing;
- continuous or extensive call forwarding;
- continuous connectivity;
- fax broadcasting;
- fax blasting;
- telemarketing; or
- any other activity that would be inconsistent with reasonable personal, residential and business use patterns;

unless you first obtain our express written permission for such use.

2. Unreasonable Use

You must not use any of our Fixed Phone Services in a way that is unreasonable.

We consider your use of a Fixed Phone Service to be 'unreasonable' if you:

- re-sell, re-supply or commercially exploit our Fixed Phone Service, without our written consent, to enable others to take advantage of a Plan Inclusion;
- set up switch devices to overcome the time cap on Plan Inclusion involving a level of free time on calls or a flat charge for part or all of a call, thus keeping the line open for lengthy periods and limiting the ability of other customers to access the network; or
- engage in any other conduct which is fraudulent or results in significant network congestion.

PART D – EMAIL SERVICES

This Part D sets out the rules which apply to your use of the Email Service and aims to ensure that you do not use the Email Service in an excessive or unreasonable manner which may hinder or prevent us from providing quality service to other customers.

1. Responsible Usage

When using your Community Telco Email Service you acknowledge and agree that you:

- are responsible for the contents of email and information sent, received and stored using the Service;

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- are responsible for the consequences of email and information sent, received and stored using the Service;
- will not resell or sublicense the use of the Service to any other person;
- will not use the Service in an illegal manner or email any materials from the Service or your account which are offensive, unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable;
- will not use the Service to stalk, harass, or monitor another person, business or entity;
- will not use the Service to impersonate any person, company or business in any way whatsoever;
- will not use the Service to infringe the copyright, trademark, patent or other intellectual property rights of any person;
- will not use the Service for sending advertising, chain letters, junk mail, spamming, phishing or any other type of unsolicited email;
- will not forge or alter the header or address information contained in any email or communication which you send from the Service;
- will not use the Service to send, receive or store viruses, worms, spyware, adware, Trojan horses or other harmful, disruptive, or destructive files;
- will not use the Service to send, receive or store information derived from or relating to keylogging software, keylogging hardware or any other method to monitor keystrokes or computer usage;
- will not use the Service to send, receive or store computer software or information relating to hacking tools, exploit code, software serial numbers or any content that may infringe upon another party's intellectual property rights;
- will not use the Service in such a way as to deny access to the Service to other users of the Service; and
- will not use the Service in a way that degrades the performance of the Service for other users.

FURTHER INFORMATION

For further information about *Our Acceptable Use Policy* contact the Community Telco office:

PO Box 480

Bendigo, VIC, 3552

1300 743 303

www.communitytelco.com.au