

Internet Fair Use Policy

Applicability

1) (a) This Policy (The PennyTel Internet Fair Use Policy) applies to any Internet or Data Services you receive from, or request from, PennyTel and our related companies, partners or subsidiaries, including (but not limited to): ADSL Services; Mobile Broadband Services; Data Services; and National Broadband Network Services.

'You' includes the Account Holder, and any person who uses a PennyTel service that is held in your name as the Account Holder. This policy applies to any Internet or Data Services which we (PennyTel) provide to you as a customer.

1) (b) The PennyTel Fair Use Policy may be changed or amended from time to time. A copy of this policy can be found at <https://www.pennytel.com.au/>

Introduction

2) To ensure the availability of our services, we have a "Fair Use Policy" to make sure everyone gets fair access, and prevent individual users from misuse of the services, or abuse of the services to the detriment of other users.

Unreasonable Use

3) (a) Our plans are designed for domestic use.

3) (b) It is Unreasonable Use for domestic plans to be used by businesses. Commercial use includes, but is not limited to, the following activities:

- i) running a telemarketing business or call centre;
- ii) re-supplying or reselling the service or any part thereof;

3) (c) We consider the use of a service to be unreasonable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

4) We consider your use of PennyTel products and services to be Unreasonable Use if;

- a) your use of said products or services is considered fraudulent by PennyTel, PennyTel's subsidiaries or partners;
- b) your use adversely affects the PennyTel network or the networks of our partners or subsidiaries;
- c) or if we reasonably believe other customers' use of, or access to, a PennyTel Service or Network may be affected as a consequence of your usage.

5) (a) "Fraudulent Use" includes, but is not limited to, resupplying an PennyTel Service without PennyTel's express written consent so that a third party may access or use PennyTel Services or Features or take advantage of PennyTel free calls or free services.

5) (b) In addition, where we consider your use of your PennyTel service to be Unreasonable Use or that your use does not comply with the terms and conditions of the Service, we may suspend your

access to that service or to any other service, promotion or offer, or we may cancel your account at our discretion.

Prohibited Use

6) You must not use the Services or permit any other Person to use the Services to:

- (a) Engage in abusive, illegal or inappropriate behaviour toward our staff or to any other person;
- (b) Use the Service to make inappropriate contact with children, minors or any other person;
- (c) Store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be defamatory, offensive or obscene to a reasonable person;
- (d) Store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- (e) Do anything, including store, send, duplicate or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- (f) 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;
- (g) 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;
- (h) Store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- (i) Access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- (j) Make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", and "chain letters";
- (k) Engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes "denial of service" attacks against another network host or individual user;
- (l) Publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.
- (m) Expose us or any of our Suppliers to the risk of any legal or administrative action including prosecution under any law, or do anything that could bring us or any of our Suppliers into disrepute;

Breaches of the Fair Use Policy

7) Your failure to comply with the PennyTel Internet Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service. If your breach of the PennyTel Internet Fair Use Policy results in an economic loss to PennyTel, its partners or subsidiaries, we reserve the right to hold you liable for any such losses.

Spam

8) In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the Spam Act 2003.

8) (a) You must not use the Service to:

- (i) send, allow to be sent, or assist in the sending of Spam;
- (ii) use or distribute any software designed to harvest email addresses; or
- (iii) otherwise breach the Spam Act 2003 and accompanying regulations,

8) (b) We may suspend the Service under our General Terms and Conditions if you do any of those acts, or if we reasonably suspect that you, or a person using your Service, is engaging in any of those acts.

8) (c) We may also suspend the Service if we have a reasonable belief that the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

9) Subject to our obligations under Part 13 of the Telecommunications Act 1997, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach at our discretion.

10) (a) You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the Spam Act 2003 (by you or third parties), including where appropriate:

- (i) the installation and maintenance of antivirus software;
- (ii) the installation and maintenance of firewall software; and
- (iii) the application of operating system and application software patches and updates.

10) (b) Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, unintentionally, by yourself or a third party, or by means not authorised by you, such as through a Trojan horse or a virus.

10) (c) We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.