

01 August 2018

1. ABOUT THIS POLICY

This document is the Nelson Bay Online Acceptable Use Policy.

- (a) "you" and "your" mean the Customer; and
- (b) "Nelson Bay Online" "we", "us" or "our" mean AlphaCall Pty Ltd T/As Nelson Bay Online, ABN 24 615 989 154

This Policy aims to ensure Nelson Bay Online can continue to provide high quality telecommunications services (including but not limited to telephone, internet, mobile phone, internet telephony and other telecommunications services) (Services) to all Customers in compliance with applicable laws and industry codes.

This Policy also looks to safeguard the security and integrity of the infrastructure and systems which we use to deliver Services in order to maintain them consistently for the common benefit of all users and other suppliers of telecommunications.

The Policy applies to all our Services. It sets out Customers' responsibilities when using our Services and confirms the steps we may take to ensure and monitor compliance with this Policy.

2. WHEN DOES THIS POLICY APPLY?

This Policy applies to all Customers and any users of our Services. By acquiring or using any of our Services, you are taken to have agreed to comply with the terms of this Policy.

We may rely on this Policy where a Customer or other end users' use of a Service is:

- (a) not in accordance with this Policy; and/or
- (b) reasonably considered to be use outside the purposes of the relevant Plan.

3. GENERAL RESPONSIBILITY FOR BEHAVIOUR

Every end user is responsible for their use of our Services, network and the operation of any systems or applications accessed or used with our Services. All Customers agree they will not use, attempt to use or allow their Service to be used for any unlawful or malicious purpose.

Any act that endangers any person or risks endangering or compromising the security or effective operation of our network, or any of our systems or equipment (or the network, systems or equipment of our suppliers), may mean access to a Service will be restricted, suspended or terminated in accordance with the Agreement and this Policy.

When using a Service, we may require users to comply with rules imposed by our upstream suppliers or from a third party from which you access content. Where a supplier or third party provider considers one of our Customers is in breach of this Policy, they may require we prevent the relevant Customer continuing to breach this Policy.

If a Customer fails to comply with the Agreement or this Policy, we may suspend or cancel a Customer's use of, or access to, some or all Services.

Further to the general rights and responsibilities set out above and in the Agreement, all Customers agree they will not use, attempt to use or allow their Service to be used to:

- (a) breach any law, code or standard;
- (b) transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or violates the privacy of another party;
- (c) distribute communication to a person or group who has indicated that they do not wish to receive the communication from the Customer;

- (d) store, send or distribute any content which is restricted, prohibited or unlawful under any applicable law, or that is likely to offend a reasonable person;
- (e) send or distribute unsolicited advertising or bulk messages not in accordance with the Spam Act 2003;
- (f) do anything which incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- (g) gain unauthorised access to a person's private or personal information or a company's commercially sensitive information (or attempt to do either);
- (h) use another person's name, username or password or attempt to gain access to the account of any person;
- (i) provide false, misleading or deceptive information about yourself or your business to us or any other person in relation to your use of the Services or in order to gain access to a Service or a Service feature; or
- (j) infringe any person or company's intellectual property or other rights;
- (k) compromise the security or integrity of any network or system;
- (l) access, download, store, send or distribute viruses, spy software or other harmful material;
- (m) interfere, restrict or disrupt Services or any other person or company's use or enjoyment of Services;
- (n) use the Service to communicate with emergency service organisations where an emergency situation does not exist;
- (o) disguise the origin of a use or communication;
- (p) access, monitor or use any data or traffic on any systems or networks without authority;
- (q) attempt to probe, scan or test the vulnerability of any data, system or network;
- (r) use the Services for the purposes of arbitrage;
- (s) overload any network or system including our infrastructure, network and/or systems;
- (t) tamper with, hinder the operation of or make unauthorised modifications to any network or system;
- (u) authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

Provider not responsible for content

Customers acknowledge that:

- (a) we are not responsible for the content of the Services;
- (b) use of the Services is at the Customer's sole risk;
- (c) we are not liable for any unsolicited or unwelcome information disseminated via the Services to the Customer or the consequences of the Customer receiving such information;
- (d) the Internet:
 - (i) is not necessarily a secure and confidential method of communication and the Customer transmits data at their own risk; and
 - (ii) contains viruses, Trojan programs, spy software and other harmful material that may destroy or corrupt Customer's own system; and
 - (iii) is not controlled by us and we are not liable for any damage to, or loss of data caused by material accessed on the internet.

Customers are responsible for providing, configuring or maintaining any equipment or software they need to access the Services, as well as for the security and integrity of Customer's data (in particular for protecting equipment from unauthorised third parties using your hardware or software) except where we have agreed to provide and manage certain equipment or software.

4. UNREASONABLE USE

Nelson Bay Online 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 untypical household or personal purposes.

Non-ordinary purpose includes:

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

5. REGULATORY AUTHORITIES

At law, we are required to assist law enforcement agencies. We may be required to comply with law enforcement or other lawful requests at any time without notice to Customers but in doing so will act in accordance with our legal obligations, including under the Telecommunications (Interception and Access) Act 1979 (Cth).

For more information on how we handle Customer information, please refer to our Privacy Policy, available at <https://www.nelsonbay.com/terms>

6. LAWFUL USE

Customers must ensure that any use of our Services is lawful and it is their responsibility for determining the content and information they choose to access when using a Service, even if they were used without the Customer's consent, by another person who gains access to them.

Customers are responsible for any content stored, sent, accessed or distributed on or via our Network and systems including content posted on web pages, email, social media, chat or discussion forums, bulletin boards, instant messaging and SMS.

Customers must not use Services to send or distribute content which is prohibited or otherwise unlawful under any applicable Australian law or in breach of an applicable Agreement. If Customers provide content using the Services it is the Customer's responsibility to comply with the Broadcasting Services Act 1992 (Cth), any applicable Industry Codes and any other applicable law.

We are required by law to refer a Customer to the Australian Federal Police if we have reason to believe a Service has been used to access child pornography.

7. MONITORING COMPLIANCE

We may from time to time monitor transmissions of published content for the purposes of ensuring compliance with this Policy.

8. WHAT HAPPENS IF I BREACH THIS POLICY?

If we believe on reasonable grounds that a Customer has breached this Policy, we may contact you and ask you to modify your use of the Service.

We also specifically reserve the right to take one or more of the following steps:

- (a) suspend access to the Service indefinitely or for a specific period;
- (b) terminate access to the Service and refuse to provide the Service to the Customer or their associates in the future;
- (c) inform appropriate government and regulatory authorities of suspected illegal or infringing conduct;
- (d) delete or edit any of the Customer's data (including webpage content) stored on systems;

- (e) override any attempt by the Customer to breach this Policy, such as specify a particular traffic routing pattern; and
- (f) take any other action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them.

We may also take any of the above steps if directed to do so by a regulatory or other law enforcement body.

Please note, our right to suspend access to Services **without notice** under this Policy overrides any requirement we may have to give notice under the Agreement.

9. **CHANGES**

We may vary this Policy from time to time but will do so in line with the relevant notice provisions in your Agreement

Continued use of Services after receiving notice once the variation takes effect will constitute acceptance of the variation.

10. **REPORT A BREACH**

You can report a suspected breach of this Policy by sending an email to compliance@nelsonbay.com.