

1. GENERAL OBLIGATIONS

- 1.1 In receiving or using the Services, you must not do or attempt to do anything that:
- violates any applicable local, state, federal or international laws, standards or codes of conduct;
 - infringes the rights of any third party, including any copyright, trade mark or other intellectual property right, misappropriating any trade secret or other confidential information, misusing any personal information or otherwise invading any person's privacy, or committing fraud, defamation, libel, abuse or harassment;
 - involves the publication or dissemination of material that we reasonably consider to be offensive, indecent, obscene, harmful or otherwise inappropriate, regardless of whether or not that material, or its publication or dissemination, is unlawful. This includes Customer Content that contains statements that may be fraudulent or deceptive, or threatening, intimidating or harassing;
 - threatens the security or integrity of any network or otherwise interferes with or disrupts any network or network users (including their use of, or access to a service or network), or any network services or Equipment;
 - involves unauthorised access to or use of any machine or network, a denial of service attack, falsifying header information or user identification information, or monitoring or scanning the networks of others;
 - in the case of any Mobile Services (including any SIM), (i) uses a device that switches or reroutes calls to or from our nominated Provider's mobile network (including without limitation any SIM box, GSM gateway or similar device) or a device that initiates an automated machine-to-machine communication without the involvement of an End User or any other form of resupply or wholesaling of the Mobile Services; or (ii) involves End Users making or receiving calls or sending or receiving content on a network other than for their own personal or business use;
 - involves excessive, unusual or unreasonable use (including non-ordinary business use) of the Services (having regard to, amongst other things, your previous usage and any forecasts you have given us) or jeopardises the security, operation or quality of a network, or of any services supplied by us or any service provider to other customers; or
 - introduces or allows the introduction of any virus or other form of malicious code into the Services or any network.

1.2 For the purposes of **clause 1.1(d)** interference or disruption may include distribution of unsolicited advertising or chain letters, repeated harassment of other network users, impersonating another user, falsifying your network identity for improper or illegal purposes, sending unsolicited bulk emails or calls, continuing to send someone email after being asked to stop, and mail bombing and "flashing".

1.3 For the purposes of **clause 1.1(g)**, non-ordinary business use may include telemarketing or call centre use; bulk messaging; re-sale or re-supply of Services; wholesaling of a Service, including transit, refire or traffic aggregation; calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card); using a Service in connection with a Device that automatically dials numbers either from a list or are generated randomly; or any other activity that could not reasonably be regarded as part of your ordinary business activities, as disclosed to us at the time of entering into your Agreement.

1.4 You must ensure that every End User also complies with this Acceptable Use Policy. You are responsible and liable for any breach of the Acceptable Use Policy by any End User, even if they are using the Services without your authority. You should therefore take steps to secure the Services against unauthorised access and use.

1.5 Where, in connection with the Services there has been (or there is a risk of) an incident that meets the definition of an eligible data breach under the Privacy Act 1988 (Cth), including where we have instructed you that this **clause 1.4** applies, you must comply with the obligations under the Privacy Act. This includes making any notifications required, in which case you must provide us as soon as practicable with all the information relevant to any proposed notifications and request our approval to the content and timing of the notifications. To the extent permitted under the Privacy Act, you must not make a notification unless you have received our approval to do so. Where under the terms of the Privacy Act there may be an obligation on us to make any notifications but no obligation on you, you must co-operate with us by providing all relevant information and assistance required by us immediately upon request.

2. SPAM

2.1 You must not use the Services to:

- send, allow to be sent, or assist in the sending of spam;
- use or distribute any software designed to harvest email addresses; or
- otherwise breach any laws relating to spam.

2.2 Without limiting our suspension rights under **clause 4** of the Trading Terms, we may suspend any Services if:

- we believe they are being used to host any device or service that allows email to be sent between third parties not under your authority and control; or
- you or any End User is in breach of **clause 2.1**.

2.3 You must take reasonable steps (in accordance with relevant industry standards and our directions from time to time) to secure any Equipment or network under your direction or control, and to prevent them from being used in breach of **clause 2.1**.

2.4 In accordance with any responsibilities under the Spam Act and relevant industry codes, we may:

- restrict your ability to forward emails;
- limit access to any Service to a closed user group relevant to your use of the Service;
- scan the IP address ranges we allocate to detect open or otherwise misconfigured mail and proxy servers; and
- require you to take steps to comply, or assist us to comply, with any laws or codes relating to spam.

3. CUSTOMER CONTENT

3.1 You must not publish or disseminate any material (including via websites, mobile applications, blogs, social media, email, newsgroups or other channels accessible using the Services) which has been, or would be, classified by the Australian Classification Board as RC- or X-rated.

3.2 You must take reasonable steps to prevent minors from accessing or receiving any material that you have published or disseminated, which may be inappropriate for them. In particular, you must implement a restricted access system, in compliance with applicable laws, for any material that has been, or would be, classified by the Australian Classification Board as R-rated.

3.3 You must ensure that any and all content created or stored on Customer Equipment

or Our Equipment, or transmitted or accessed using the Services complies with this Acceptable Use Policy.

4. CUSTOMER EQUIPMENT

4.1 You must ensure that:

- all Customer Equipment complies with applicable industry codes and standards, relevant occupational health and safety requirements, and any other specifications or standards required for safe and proper use;

- Customer Equipment is only operated by people familiar with it, and in compliance with any instruction manuals, published specifications or manufacturers' guidelines; and

- the operating environment for all Customer Equipment conforms to relevant specifications and requirements, for example in relation to stable, spike-free electricity supply, air-conditioning, service clearances and cable runs.

4.2 You must provide us and our Personnel with full, free and safe access to all Customer Equipment under your direction or control to the extent required in order for us to perform our obligations under the Agreement.

5. OUR EQUIPMENT AND FACILITIES

5.1 You must:

- not use Our Equipment for any purpose other than its intended purpose in connection with the Services;
- operate Our Equipment with due care and skill, in accordance with any relevant user manuals or operating instructions, and using appropriately qualified Personnel;
- comply with all reasonable directions we give you in relation to Our Equipment; and
- not allow Our Equipment to be altered (including any labels), repaired, serviced or moved, or connected to or disconnected from any power source, by anyone other than our Personnel;

5.2 If you or your Personnel access or use any of our land, premises or facilities, you must comply, and ensure your Personnel comply, with all applicable laws, codes, standards or other requirements, any of our policies, manuals or procedures that apply to the land, premises or facility, including operational, induction, security and work, health and safety policies and any directions we give you.

6. BREACH OF THIS ACCEPTABLE USE POLICY

6.1 If we believe that you, your Personnel or an End User has done, is doing or is about to do anything that breaches or would breach this Acceptable Use Policy, we may take any actions we consider appropriate to respond to or prevent the breach, or to deal with its consequences. Those actions may include:

- temporary or permanent removal of content or content publishing capabilities;
- filtering, limiting or blocking of, or altering of access to, Internet transmissions;
- immediate suspension or termination of all or any part of the Services;
- immediate restriction or denial of access to or use of any land, premises, facilities or Our Equipment;
- gathering information from any End Users involved and any complaining party, and examination or monitoring of transmissions and material on Our Equipment or any network;
- cooperation with law enforcement authorities in relation to any suspected criminal activity, and with system administrators of Providers in relation to any misuse of a network; and
- compliance with directions or requests made by any government agency, Regulator or third party rights holder.

6.2 We may choose to give you notice before taking any action under **clause 6.1**, but we are not required to do so.

6.3 We do not have any obligation to monitor your or any End User's use of the Services (including any content published, disseminated or accessed using the Services). However we reserve the right to do so at any time and for any reason, including to:

- identify any breach of this Acceptable Use Policy;
- enforce this Acceptable Use Policy;
- protect any other network users, or any network services or Equipment; or
- co-operate with law enforcement authorities or system administrators of Providers. This may include us providing the username, IP address or other identifying information of an End User.

7. NBN

Notwithstanding anything else in this Agreement:

7.1 Where the Services include or may include products or services provided by NBN Co Limited ACN 136 533 741 (**nbn**), the nbn products or services are subject to the following conditions:

- access to and use of nbn services is subject to all terms and conditions specified by nbn from time to time; and
- you agree to the undertaking set out in **clause 7.2**.

7.2 To the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which you or your End Users may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law you or your End Users must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) or common law, in equity, under statute or otherwise however arising) against nbn, its Related Bodies Corporate or any of their respective Personnel in connection with:

- the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to the Services; or
- the design and installation of any infrastructure required for the nbn network to be made available to nbn's customers at the premises;

which are the subject of this Agreement.

7.3 **Clause 7.2** does not apply to a claim by you or your End Users for loss or damage suffered or incurred by you or your End Users arising from or in connection with:

- any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by nbn, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
- the death or personal injury of any person to the extent caused or contributed to by:
 - negligent or wilful acts or omissions of nbn, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
 - any equipment or network owned, operated or controlled by nbn.

7.4 We may assign the benefit of this clause 7 to nbn or its nominee without consent or, to the extent that consent is required, you or your End Users hereby give that consent.

7.5 This clause 7 survives expiry or termination of this Agreement.

Macquarie Telecom Acceptable Use Policy

This Acceptable Use Policy sets out certain additional obligations regarding the use of our Services and forms part of our Agreement.

- 7.6** In this clause 7 Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
- 8. OTHER**
- 8.1** In this Acceptable Use Policy, the terms in capital letters have the meaning set out in the Dictionary available at www.macquarietelecom.com. Unless otherwise indicated, any reference in this Acceptable Use Policy to a "clause" is a reference to a clause of this Acceptable Use Policy.