

Customer Policy: Voice and Data Fair Use

1. Introduction

The following Policy relates to your use of Active Utilities (AU) Broadband and Voice Services only. It is designed to make sure we can give you Services that are great value, fast and reliable.

You must make sure that any use of the Services, by yourself or anyone else via your account, complies with this Policy. If you (or anyone else using the Services via your account) breach this Policy, we may:

- a) Give you a notice to stop or moderate the unacceptable use(s); or
- b) Terminate or suspend your Services, with or without notice as we consider appropriate.
- d) Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters, except if you are working from home as a sole trader in business on your own account or you are a Business Customer and in either case you are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003;
- e) Knowingly or negligently creating, transmitting, storing, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by us or any other Internet user or person;

2. Things you must not do

You must not use the Services for:

- a) Unlawful, fraudulent, criminal or otherwise illegal activities;
- b) Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- c) Commercial purposes, unless:
 - i) You are working from home as a sole trader in business on your own account; or
 - ii) You are a Business Customer and you use the service only in the ordinary course of your business; and provided that in either case, any such use of the Services is always subject to paragraph (j) below:
- f) Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
- g) Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
- h) Anything that may disrupt or interfere with our network or Services or cause a host or the network to crash;
- i) Launching 'denial of service' attacks; 'mailbombing' attacks; or 'flooding' attacks against a host or network;
- j) Granting access to the Services to others not located at the premises at which the Services are

connected, or, in any way reselling or re-providing the Services to third parties;

- k) Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments; or
- l) Circumventing the user authentication or security process of a host or network.

3. Security

3.1 You're responsible for ensuring that security information remains confidential, so that the network cannot be used by any unauthorized person;

3.2 The security information includes, but is not limited to, information controlling access to:

- i) Any equipment, computer hardware systems or networks;
- ii) Any computer software or applications; or
- iii) Any other services accessed by you in the use of either of the above.

3.3 You shall not disclose any security information to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights;

3.4 You're responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network;

3.5 If you share access with others (for example, your neighbors) any downloads they make will be counted as your use and count towards any monthly download allowance or excessive usage.

4. Unreasonable use and Monthly Allowance

4.1 It is unreasonable use of Active Utilities Data Services where your use of Services is reasonably considered by Active Utilities to be fraudulent or to adversely affect the Active Utilities Network or other

Active Utilities customers' use of or access to a Service provided by Active Utilities;

4.2 With some broadband plans your download speed is throttled (slowed) to a specified speed once the monthly download quota is exceeded until the start of the next billing month;

4.3 With some broadband plans you are charged for all downloads in excess of a specified monthly download quota, at a rate specified in the Active Utilities pricing table;

4.4 In calculating monthly usage (combined download and upload data), 1GB (Gigabyte) is equal to 1000MB (Megabyte);

4.5 Active Utilities does not provide usage records for unlimited broadband plans which are not throttled after a specified download limit is reached as specified in clause 3.2;

5. The Service.

5.1 The actual speeds for the service may vary substantially due to many factors. These include distance from local exchange, quality of phone line, EMI (ElectroMagnetic Interference), the number and type of other services using the line, the capacity of the uplink, and customer's modem/router;

5.2 It may not be possible to provide Internet service due to limitations (RIMs, Sub Exchanges, Fibre/Copper availability etc.) or incompatibility with a third party carrier's network. Active Utilities will qualify a service prior to provisioning;

5.3 Any cable runs (Fibre/Copper) required to qualify a service will be at the expense of the requestor or Building/Park owner. These costs are on a quote basis and not part of our published installation fee;

5.4 Our broadband business plans are available only to customers who provide a valid ABN on application

unless an exemption is granted by AU management;

- 5.5 We reserve the right to provide access to the Internet via Proxy Servers;
- 5.6 We do not permit back channelling. We reserve the right to charge you for any incoming or outgoing traffic if this is breached at 40 cents per MB;
- 5.7 Quoted speeds can only be guaranteed within the point to point private Network. Active Utilities cannot Guarantee Speeds once you enter the World Wide Web (WWW);
- 5.8 Speed tests are calculated from the outside interface of the terminating cable (Fibre or Copper) on customer premises to the corresponding Outside Interface of the Private Network;
- 5.9 We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times and make all endeavours to provide you with notice prior to undertaking the work where practical.

- 6.3 Where you are in breach of this Fair Use Policy, Active Utilities may contact you to discuss changing your usage so that it conforms to this Fair Use Policy;
- 6.4 If, after Active Utilities has contacted you, your unreasonable use continues, Active Utilities may, without further notice to you suspend or limit the Service (or any feature of it) for any period we think is reasonably necessary.

6. Active Utilities rights

- 6.1 You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the broadband service;
- 6.2 We reserve the right to add, or delete web sites to/from our filter list without prior notice to you;