

## Fair Use Policy

### 1. Summary

The Quokka Net's Fair Use Policy sets out the rules which apply to your access and use of the Services including your responsibilities, and permitted and prohibited uses of those Services. Words defined in Quokka Net's Master Services Terms and Conditions have the same meaning in this Fair Use Policy.

Your failure to comply with the Fair Use Policy (including by any person who you allow to access and use the Services) may lead to the suspension or termination of the Services.

### 2. Unacceptable Use

You are responsible for any content, data or information you store, send or distribute on or via our Services. You must not access or use our Services (or permit anyone else to access or use the Services) in order to transmit, distribute or store material:

- which is fraudulent, restricted, prohibited or otherwise unlawful under any applicable law;
- In a manner that will infringe software, data, or material protected by trade secret, copyright, patent or other content which is subject to third-party intellectual property rights, unless you have a lawful right to do so;
- that contains a virus, worm, Trojan, or other harmful software or component;
- That is or likely to defame, harass, threaten, abuse, menace, offend, violate 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;
- Which contains any sexually explicit, indecent, racially, ethnically or otherwise objectionable or offensive material; or
- Which interferes with other customers or restricts or hinders any person from accessing, using or enjoying the Services, including sending large or numerous amounts of data for the purpose of disrupting another's computer or account.

In addition, you must not:

- license, sell, rent, lease, transfer, assign, resell, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party;
- use the Services for telemarketing, lead generation, mass marketing or call centre purposes or use auto-dialers or other software to generate excessive call volume, unless Quokka Net provides its written consent, in which case, additional charges may apply at Quokka Net' prevailing rates at the time;
- use a personal or residential grade service for business or commercial use;
- loop, forward and re-route calls in a continuous fashion;

- routing calls to 13/1300/1800 numbers to make indirect calls, including calling cards;
- use of Cellular Trunking Units;
- make or receive calls that last on average more than 2 hours;
- if using an included call plan, exceed 1500 outbound minutes per billing period for a SIP Trunk Channel or a PBX Extension
- allow the Services to be used by other carriers or carriage service providers, unless Quokka Net provides its written consent;
- use the Services to make international calls without paying long-distance charges by dialling certain access numbers;
- use the Services for commercial use, unless you are on a business plan;
- use the Services for personal use, unless you are on a personal/non-business plan; or
- use the Services for any other abnormal, excessive or unreasonable purpose.

### 3. **SPAM**

You agree that you will access and use the Service in compliance with the Spam Act 2003 (Cth) (Act) and will not engage in practices which would result in a breach of the Act. In particular, you agree that you will not use, attempt to use or allow the Service to be used to:

- send, allow to be sent, or assist in the sending of unsolicited bulk data or electronic messages or otherwise overload the Services; or
- use or distribute any software designed to harvest user names and email addresses for the purpose of sending electronic messages.

### 4. **Security**

You are responsible for maintaining the security of the Services including protection of account details, passwords and protection against unauthorised usage of your Service by a third party. You are responsible for all charges incurred by other persons who you allow to access or use the Service, including anyone to whom you have disclosed your password and account details.

You are prohibited from violating or attempting to violate the security of the Services, including, without limitation:

- accessing any materials of which you are not the intended recipient or gaining access to any computer system, server or account which you are not authorised to access or use;
- attempting to probe, scan or test the vulnerability of any data, system or network, including the Services;
- tampering with, compromising or breaching the security or integrity of any network or system, including the Services;
- circumventing user authentication or security of any host, network or account, including the Services;

- using or distributing tools designed for compromising security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools;
- attempting to interfere with, disrupt or disable any host, network or the Services, including, without limitation, via means of overloading, flooding, mail bombing, crashing or any other deliberate attempt to overload a system, host or network;
- using another person's name, username or password or otherwise attempt to gain access to the account of any other person; or
- using the Services to impersonate another person or entity by any means. This includes spoofing email or network packet headers whether or not it is done for malicious purposes.

## 5. Excessive use

You must use the Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. Quokka Net may limit, suspend or terminate the Service if you unreasonably exceed such limits or excessively use the capacity or resources of any network or system in a manner which may hinder or prevent us from providing Services to other customers or which may pose a threat to the integrity of any network and systems, including the Services.

## 6. Monitoring

Quokka Net has no obligation to monitor the Services, but reserves the right to do so, including as required by applicable law, and to remove any material on, or block any data transmitted via the Services in its sole discretion.

## 7. Breach of use

Quokka Net reserves the right, in its sole discretion to:

- remove any material that breaches, or Quokka Net reasonably believes breaches, Quokka Net policies, including this Fair Use Policy;
- block access to all or any part of the Services;
- make, on request of the relevant authorities, data available which might be used for criminal or other police or government investigations; or
- suspend or terminate the Services immediately by notice in writing if you are in breach of the Fair Use Policy and such breach is not remedied within 14 days after receiving notice requiring you to do so. Quokka Net may also immediately suspend or terminate the Services without notice or warning if Quokka Net determines, at its absolute discretion, that you have committed a serious or continuing breach of the Fair Use Policy.

## 8. Changes

We reserve the right to vary the Fair Use Policy at any time by giving you notice in accordance with the notice provisions of Quokka Net's Master Services Terms and



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Conditions. Your continued use of the Service after such notice will constitute acceptance of the variation.