

Our Acceptable Use Policy

Purpose

Our acceptable use policy applies to all Bendigo Telco Services that we supply, including internet, fixed phone, VoIP, or SIP, mobile (voice and data services).

Definitions

The following definitions are used in our Acceptable Use Policy.

Agreement means the agreement between you and us for the Service, comprising the terms stated in your Application Form (including compliance with this Acceptable Use Policy), the Standard Form of Agreement, the Customer Information Summary (CIS), Rate Card and the Schedule of Charges.

Application Form means the application form you complete for the Service we provide to you.

Classification Board has the same meaning given to it in Schedule 7 of the *Broadcasting Services Act 1992*.

Customers means all customers of Bendigo Telco including residential, small business, corporate, and enterprise.

Data Service(s) means both, jointly and severally, the Internet and Web Solution service.

Internet means the worldwide connection of computer networks which provides a number of services to users including the transmission of electronic mail, provision of information on the World Wide Web and transfer of files.

Internet Service means the service by which we provide you with access to the Internet, including our Broadband and data network solutions including, but not limited to, Virtual Private Networks.

Mobile Service means the service by which we provide you with access to our mobile network.

Fixed Phone Service means the service by which we enable you to make and receive local calls, long distance calls and/or calls to mobiles over a fixed telephone line.

Plan Inclusion means where we offer a nominated usage component (such as a number or type of calls, a volume of minutes, a number of SMS/MMS messages, a data allowance or email or web storage) as part of your service plan. Any Plan Inclusion will be clearly outlined on the CIS or Rate Card.

Policy means this Acceptable Use Policy, a copy of which is accessible on our website at www.bendigotelco.com.au.

Restricted Access System means a system for controlling access to MA15+ and R18+ classified content in accordance with the Restricted Access Systems Declaration 2007.

Service means, collectively, a Data Service, Internet Service, Mobile Service, Mobile Data Service, Fixed Phone Service, VoIP or SIP or Web Solutions Service.

SFOA means our Standard Form of Agreement.

Special Offer means where we offer you mobile or telephone calls or data usage or web solutions for free or at rates lower than our standard rates for that Service, whether in connection with a specific promotion or pricing plan, or a generally available pricing plan.

VoIP or SIP means a telephony service which enables you to make and receive calls over the Internet using an IP Phone, Softphone, IP PBX, or similar technology.

Web Solutions Service means the service (identified in your Application Form) which provides you with a range of internet-based business services including, but not limited to, web hosting, email hosting and domain name hosting.

Application of this Policy

This Acceptable Use Policy forms part of your Application and Bendigo Telco's SFOA.

- Part A of this Policy applies to customers who acquire a Data Service from us.
- Part B of this Policy applies to customers who acquire a Mobile Service from us.
- Part C of this Policy applies to customers who acquire a Fixed Phone, VoIP or SIP Service from us.

Your obligation to comply with this Policy includes your obligation to ensure any person who you authorise or permit to use your Service also complies with this Policy. Your failure to comply with this Policy (including by any person who you authorise or permit to use your Service) may lead to the restriction, suspension, or termination of your Service.

You may not use the service in a manner which is 'unreasonable' or 'unacceptable'. Below are some examples, this is not intended to be an exhaustive list of use which we consider 'unreasonable' or 'unacceptable'. You must not use our service to:

- promote or threaten violence towards anyone;
- abuse or harass anyone, make offensive, misleading, or menacing comments (this includes to our staff);
- encourage hate, racist, sexist, or discriminatory comments;
- create a risk to the health or safety of any person;
- additional references are included under each Service Part listed below.

Breach, Suspension or Cancellation

If we think you have breached any part of Our Acceptable Use Policy we will, generally speaking, look into the breach, contact you and, if appropriate, ask you to modify your use of the service. If you do not modify your use of the service, we may suspend or cancel your service without notice.

In circumstances such as if we think you have broken the law, we reserve the right to suspend or cancel your service immediately and without notice to you and report you to the relevant authority, giving them your personal information as per our Privacy Policy.

Upon cancellation of a Service for violation of Our Acceptable Use Policy, we are authorised to delete any files, programs, data, email messages and other content associated with the Service.

Changes

We may vary this Policy by posting the revised Policy on our website www.bendigotelco.com.au. We may also give notice to you of any variation of this Policy by email to the email address notified by you or otherwise in accordance with the notice provisions of our SFOA. The continued use of your Service after such posting or notice will constitute your acceptance of the variation.

PART A - DATA SERVICES

This Part A sets out the rules which apply to your use of our Data Service(s) or any other service we provide to you for connection to the Internet, email and other publicly accessible data and information networks,

To the extent that you access the Internet or access or publish content via your mobile phone, you must also comply with Part B - Mobile Services, set out below.

Responsible Usage

You must use your Data Service responsibly and in accordance with the law.

If you engage in any conduct which could result in injury or damage to any person or property (including our network, systems, and equipment), access to your Data Service may be restricted, suspended, or terminated without prior notice and without refund.

You **must not** use or attempt to use your Data Service to store, send, distribute, or otherwise make available any content or material which:

- defames, harasses, threatens, abuses, menaces, offends, or incites violence or hatred against any person or class of persons whether on grounds of gender, race, religion or otherwise;
- is prohibited or unlawful under any Commonwealth, State or Territory law or classification system, or which is likely to be offensive or obscene to a reasonable person;
- is confidential, subject to copyright or any other rights of a third party (unless you have a lawful right to do so); or
- is otherwise illegal, fraudulent, or likely to give rise to civil or criminal proceedings.

You **must not** use or attempt to use your Data Service to:

- store, send or distribute any viruses or other harmful programs, codes, or other malicious software;
- hinder, restrict, or interfere with the normal operation of our network, systems, and equipment or that of any other person;
- 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;
- 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;
- send or distribute unsolicited commercial electronic messages in breach of the provisions of the *Spam Act 2003* (Cth); or
- send or distribute any material or take any other action with the aim of overloading any network or system (including our network and systems).

You **must not** authorise, aid, abet, encourage, or incite any other person to do or attempt to any of the acts or engage in any of prohibited conduct described above.

Excessive use

You must use your Data Service in accordance with any download or capacity limits stated in your Agreement. We may limit, suspend, or terminate your Data Service if you unreasonably exceed such limits or excessively use the capacity or resources of our network and systems in a manner which may hinder or prevent us from providing services to other customers.

Security

You are responsible for:

- maintaining the security of your Data Service, including protection of account details, usernames, and passwords against unauthorized use by a third party;
- all charges incurred by yourself and third parties, whether or not you authorised such use of the Service, until such time as you notify us of any security breach regarding the service or of your confidential password, usernames, or account details; and
- taking appropriate security measures such as installation of a firewall and use of anti-virus software to protect your personal data, computer and other equipment from loss or damage.

Copyright

You must not use your Internet Service to copy, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the *Copyright Act 1968* (Cth) or any other applicable law.

Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials. We may take all necessary steps in order to comply with a notification from a copyright owner or their agent, including removing any content (including part or all of a website) from our servers, closing or suspending your Bendigo Telco Internet account, filtering the Internet content made available to you or restricting access to a particular website. You acknowledge and agree that we may take these steps at any time and without notice to you.

Access to Internet content

You are responsible for determining the content and information you choose to access on the Internet when using your Data Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you authorise or permit to use your Data Service. You may obtain further information on the filtering products by contacting our Customer Experience on **1300 228 123**.

Communicating with others

You must not use, attempt to use, or permit to be used your Data Service to make inappropriate contact with children or minors who are not otherwise known to you.

You are solely responsible for any content you publish, send or distribute (or permit to be published, sent or distributed) including, but not limited to, content you post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, mobile portal content, premium SMS/MMS content and any other publishing mediums via the Data Service.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Data Service without notice.

Classifying content

You must not publish material that is or would potentially be classified by the Classification Board as RC rated or X18+ rated via websites, email, newsgroups, or other publishing mediums accessible via the Data Service.

You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may potentially be unsuitable for them. This includes implementing a Restricted Access System in respect of content that is or would be classified by the Classification Board as MA15+ or R18+. You must also use appropriate warnings and/or labelling systems in respect of content which is likely to be considered unsuitable for children in accordance with relevant state legislation.

You must label or otherwise clearly identify any content you make publicly available via the Data Service in accordance with the applicable classification guidelines and the *National Classification Code (issued pursuant to the Classification (Publications, Films and Computer Games) Act 1995 (Cth))* or any other industry code or content standard which applies to your use or distribution of that content.

Complying with regulatory authorities

Commonwealth legislation allows the Australian Communications and Media Authority (ACMA) to direct us to remove from our network and servers certain prohibited or potentially prohibited content or to prevent users from accessing certain content. You acknowledge and agree that we may take all steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from ACMA, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your Bendigo Telco Internet account, filtering the content made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you. You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any law enforcement agency. We may recover the cost of such investigation if it is established you have misused the Service.

You acknowledge that we reserve the right to restrict, suspend or terminate your Data Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Data Service is subject to any investigation by law enforcement agencies or regulatory authorities.

We are under no obligation to monitor transmissions or published content on the Data Service. However, we (or our agents) have the right to monitor such transmissions or published content from time to time and to disclose that content to the appropriate authorities.

Cancellation of the Data Service

We are not responsible for forwarding or storing messages sent to any Internet account that has been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

Warranty

When using the Data Service to reproduce, publish, display, transmit or distribute yours or third-party content, you warrant that the content complies with this Policy. You authorise us (or our nominees) to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the Services in a timely manner.

PART B - MOBILE SERVICES

This Part B aims to ensure that you do not use Special Offers in an excessive or unreasonable manner which may interfere with the reliable operation of our network, or which may hinder or prevent us from providing quality Mobile Services to other customers.

To the extent that the use of your Mobile Service involves access to the Internet or access to or publication of any content (including mobile portal content and premium SMS/MMS content), you must also comply with Part A - Data Services, set out above.

Excessive Use

You must not use any of our Special Offers in a way that is excessive.

Unless the terms relating to a specific Special Offer state otherwise, we consider 'excessive' use to be usage of more than:

- 4000 minutes of mobile calls made per month per service;
- 4000 SMS/MMS text messages sent per month per service;
- 300 MMS Video messages requested per month per service, or
- 5GB of data above your included plan allowance.

In the case of other uses of a Mobile Services, what is excessive use will either be advertised by us at the time of the relevant promotion or included in this Acceptable Use Policy prior to the commencement of the relevant promotion.

Unreasonable Use

You must not use any of our Special Offers in a way that is unreasonable.

We consider your use of a Special Offer to be 'unreasonable' if you:

- re-supply or commercially exploit our Mobile Services without our consent to enable others to take advantage of a Special Offer;
- set up switch devices to overcome the time cap on Special Offers involving a level of free time on calls or a flat charge for part of a call, thus keeping the line open for lengthy periods and limiting the ability of other customers to access the network; or
- engage in any other conduct which is fraudulent or results in significant network congestion.

Our rights

We may monitor your use of the Special Offers to ensure your compliance with this policy without limiting our rights under the SFOA, if we believe on reasonable grounds that you are in breach of this Part B, we may ask you to reduce your usage so that it complies with this Policy. If your usage continues at an excessive level following this request, we may, in our absolute discretion and without further notice to you:

- cancel or limit your access to the relevant Special Offer and charge you at our standard retail rates;
- suspend or limit the Mobile Service (or any feature of it) for any period we think is reasonably necessary,
- require you to reimburse us the difference between the standard retail rates (without any Special Offer applied) and the amount you have paid to us calculated from the date of the breach; and/or terminate your service.

PART C - FIXED PHONE, VoIP or SIP SERVICES

This Part C aims to ensure that you do not use the Fixed Phone, VoIP, or SIP Service in an excessive or unreasonable manner which may hinder or prevent us from providing quality service to other customers.

Excessive Use

You may only use the Fixed Phone, VoIP, or SIP Service for personal, residential, or business purposes, in accordance with the terms stated in your Application Form. You may not use the Fixed Phone, VoIP, or SIP Service to engage in activities which may cause significant network congestion, such as:

- autodialing;
- continuous or extensive call forwarding;
- continuous connectivity;
- fax broadcasting;
- fax blasting;
- telemarketing; or
- any other activity that would be inconsistent with reasonable personal, residential, and business use patterns;

unless you first obtain our express written permission for such use.

Unreasonable Use

You must not use any of our Special Offers in a way that is unreasonable.

We consider your use of a Special Offer to be 'unreasonable' if you:

- re-sell, re-supply or commercially exploit our Fixed Phone, VoIP, or SIP Service, without our written consent, to enable others to take advantage of a Special Offer;
- set up switch devices to overcome the time cap on Special Offers involving a level of free time on calls or a flat charge for part or all of a call, thus keeping the line open for lengthy periods and limiting the ability of other customers to access the network; or
- engage in any other conduct which is fraudulent or results in significant network congestion.

Our rights

We may monitor your use of the Fixed Phone, VoIP, or SIP Service to ensure your compliance with this Policy.

Without limiting our rights under the SFOA, if we believe on reasonable grounds that you are in breach of this Part C, we may ask you to reduce your usage so that it complies with this Policy. If your usage continues at an excessive level following this request, we may, in our absolute discretion and without further notice to you:

- cancel or limit your access to any relevant Special Offer and charge you at our standard retail rates;
- suspend or limit the Fixed Phone, VoIP, or SIP Service (or any feature of it) for any period we think is reasonably necessary;

- require you to reimburse us the difference between the standard retail rates (without any Special Offer applied) and the amount you have paid to us calculated from the date of the breach; and/or
- terminate your service.