

Telephone services acceptable use policy

This telephone services acceptable use policy (Policy) applies to all users (Customers) of a telephone service (Service) provided by Exetel Pty Ltd ABN 35 097 986 546 ("Exetel") who have entered into an agreement (Agreement) with Exetel for such service.

Under the Agreement, the Customers have agreed to comply with this Policy.

This Policy outlines certain prohibited uses of the Service on the Exetel wholesaler supplied network, and the consequences which may flow from a violation of this Policy.

All terms used in the Policy which are not expressly defined shall have the same meaning as in the Agreement.

1. No resale of Service

- 1.1 The Service provided by Exetel is for the personal use of the Customer or a Small Business End User in the manner described in the Agreement only and may not be used for any resale purposes whatsoever without the prior written consent of Exetel. In the event that a Service is used for resale purposes without Exetel's prior written consent, Exetel will immediately cancel the Service.

2. Illegal Use

- 2.1 The Service on the Exetel wholesaler supplied network may not be used:
 - a. To break any law or to infringe another person's rights;
 - b. To transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise unlawful or unauthorised;
 - c. In any way that may expose Exetel to liability; or
 - d. In any way which or which may damage, interfere with or interrupt the Service, the Exetel network or a supplier's network used to deliver the Service.
- 2.2 Exetel reserves the right to suspend without prior notice any Service that, in its reasonable opinion, is being used in breach of clause 2.1. The matter will then be referred to the appropriate authority for further investigation or action.

3. Security

- 3.1 **The Customer:**
 - a. Is responsible for any misuse of the Service or the Exetel or supplier network that is in breach of the Agreement (including this Policy) and must take reasonable steps to ensure that others do not gain unauthorised access to the Service or the Exetel network;

- b. Must not use or permit the use of the Service or the Exetel or supplier network to obtain or attempt to obtain unauthorised access to any service, system or network or to carry out any unauthorised or unlawful activity; and
- c. Must notify Exetel immediately of any breach of clause 3.1(a) or (b).

4. Violation of Policy

- 4.1 Like other network providers, Exetel is serious about taking action to eliminate inappropriate use of the Exetel network. If Exetel, at its complete discretion, considers that this Policy has been violated in any way whatsoever, Exetel will take all appropriate steps available under the Agreement to enforce compliance with this Policy including suspending or disconnecting a Customer's Service.

5. Exetel's Acceptable Use Policy

- 5.1 This policy aims to ensure Exetel are able to provide quality telephone services to all of our customers and that no customers are disadvantaged by the behaviour of others (including usage patterns that cause significant network congestion, disruption or otherwise adversely affect the Exetel network, a supplier's network or adversely affect another person's use of or access to the telephone services, the Exetel network or a supplier network).
- 5.2 Exetel provides this service for residential customers only in good faith. Under the Telephone Services Acceptable Use Policy, if Exetel detects non-residential usage patterns that suggest commercial use or non-ordinary use of the Service (subject to investigation and in Exetel's exclusive opinion), Exetel may suspend the service and request that an explanation be provided surrounding these patterns of usage.

- 5.3 Exetel further reserves the right to cancel any service it deems (in Exetel's exclusive opinion) to be in breach of the Telephone Services Acceptable Use Policy, irrespective of the outcome of any investigation, or after explanation has been sought or provided.
- 5.4 Very high usage, especially with relation to data voice services such as Voice over Internet Protocol (VoIP) can be caused by a virus or other external exploitation that is unknown to the user, and in some cases can cause the users network to be utilised for illegal activity.
- 5.5 While the user remains solely responsible for the use, security and maintenance of their own equipment, Exetel employ an automatic detection system for virus and 'bot-net' activity, which, when such activity is detected, will block the user traffic from the Internet and redirect the user to a warning screen to alert them to the possible danger.
- 5.6 For the avoidance of doubt, the automatic detection system cannot be relied upon in any way and is not suitable as a replacement for normal virus protection and responsible use of the service.

6. ExeChat Plan Information

6.1 Residential Telephone

Limited coverage availability for ExeChat at selected ADSL2+ with Home Phone enabled exchange areas.

ExeChat Add-on Feature: allows you to make an Unlimited Number of Untimed Calls to the nominated destinations which is covered by the Total Minimum Monthly Cost of the Add-on Feature. This includes an Unlimited Number of Untimed Calls to Local, 13/1300 and Standard National Numbers. Charges for Calls made that are not included in your ExeChat Add-on Feature will be payable in addition to the Total Minimum Monthly Cost of the Add-on Feature. Calls to Australian Mobiles, International, Satellite and Directory Assistance Calls are not included in the ExeChat Add-on Feature and will have per minute rates (billed per second) applied as listed on Exetel's Phone Charges page.

This service is for residential consumers and may not be used for commercial purposes.

ExeChat Mobile Add-on Feature: allows you to make an Unlimited Number of Untimed Calls to the nominated destinations which is covered by the Total Minimum Monthly Cost of the Add-on Feature bundle. This includes an Unlimited Number of Untimed Calls to Local, 13/1300, Standard National and Australian Mobile Numbers. Charges for calls made that are not included in your ExeChat Mobile Add-on Call Feature will be payable in addition to the Total Minimum Monthly Cost. International, Satellite Calls and Directory Assistance Calls that are not included in the ExeChat Mobile Add-on Feature will have per minute rates (billed per second) applied as listed on Exetel's Phone Charges page.

This service is for residential consumers and may not be used for commercial purposes.

ExeChat Global Add-on Feature: allows you to make an Unlimited Number of Untimed Calls to the nominated destinations which is covered by the Total Minimum Monthly Cost of the Add-on Feature bundle. This includes an Unlimited Number of Untimed Calls to Local, 13/1300, Standard National and Australian Mobile

Numbers. Additionally, this Add-on Feature allows you to make an Unlimited Number of Untimed Calls to Fixed Landline Numbers in the following countries: United Kingdom, New Zealand, United States of America, China, Germany, France, Hong Kong, Canada, Japan and Singapore.

Charges for calls made that are not included in your ExeChat Global Add-on Feature will be payable in addition to the Total Minimum Monthly Cost. International, Satellite Calls and Directory Assistance Calls that are not included in the ExeChat Global Add-on Feature bundle will have per minute rates (billed per second) applied as listed on Exetel's Phone Charges page.

This service is for residential consumers and may not be used for commercial purposes.

6.2 Small Business Bundle Plans

ExeChat Add-on Feature: allows you to make an Unlimited Number of Untimed Calls to the nominated destinations using telephone systems capable of making multiple and/or simultaneous outbound calls over a single line via an IP PBX or similar software or hardware, when subscribed on a single-line business plan, which is covered by the Total Minimum Monthly Cost of the Add-on Feature. This includes an Unlimited Number of Untimed Calls to Local, 13/1300, Standard National Numbers and Australian Mobile Numbers. Charges for Calls made that are not included in your ExeChat Add-on Feature will be payable in addition to the Total Minimum Monthly Cost of the Add-on Feature. Calls to International, Satellite and Directory Assistance Calls are not included in the ExeChat Add-on Feature and will have per minute rates (billed per second) applied as listed on Exetel's Phone Charges page. Please visit our Small Business Bundles Acceptable Use Policy for more details.

Exetel considers the use of your Small and Medium Business service to be unreasonable if the volume of minutes is extraordinarily high or if you make or receive calls that cause significant congestion, disruption or otherwise adversely affect the Exetel or supplier network, a supplier's network or adversely affect another person's use of or access to the Voice services, the Exetel network or a supplier's network. Furthermore, Exetel considers the use of your Small and Medium Business service to be unreasonable, if it is used for the purposes of running a telemarketing business or call centre, re-supplying or reselling the Service, or other similar activities (other than when you have notified us prior to completing an application and we have given our consent for you to use the Service in this manner). We provide this offer only in good faith. If Exetel detects usage patterns that suggest unreasonable use of the Service (subject to investigation and in Exetel's exclusive opinion), Exetel will request that you reduce your usage. Persistent (two or more) breaches of our Acceptable Use Policy may result in Exetel terminating your service.