

Exetel mobile acceptable use policy

This Acceptable Use Policy (Policy) applies to all users (Customers) of a mobile voice and mobile broadband 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 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.

This Policy comes into effect immediately for new subscribers, and for existing customers, 21 days after notice of this policy has been provided. Such notice may be emailed, sent or posted on the Exetel website and will be considered provided once such action has occurred.

Exetel reserves the right to vary the terms of the Acceptable Use Policy from time to time.

1. Mobile Acceptable Use Policy

The purpose of our Mobile Acceptable Use Policy is to ensure that all our customers

- can access our services; and
- do not use our services in a manner that we consider 'unreasonable' or 'unacceptable'.

In addition, the Mobile Acceptable Use Policy sets out your responsibilities when you use the internet, including any content which you publish online or by email. It also confirms steps we may take to ensure and monitor compliance with this policy as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies.

The Mobile Acceptable Use Policy applies to all our services.

Exetel reserves the right to vary the terms of the Fair Use Policy from time to time.

Exetel may rely on the Exetel Mobile Acceptable Use Policy where your usage of the service is unreasonable or unacceptable.

2. General

If you are a residential customer our services are for your personal use only.

If you are a business customer, including a small to medium business customer, our services are for your use in the ordinary course of business.

You may not use the service in a manner which is 'unreasonable' or 'unacceptable'.

3. Unreasonable use

We consider your use of the service unreasonable if you use it in a manner which is other than it was intended for.

Here are some examples of uses which we consider 'unreasonable'. This is not intended to be an exhaustive list:

- if you are a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use (e.g. a residential product cannot be used for commercial purposes);
- if you are a business customer, including a small to medium business customer, using the service in way which could not be reasonably regarded as ordinary business use;
- using the service for fraudulent purposes;
- abnormal or excessive use of back to base services;
- SIM boxing or using the service in connection with a device that switches or re-routes calls or SMS's to or from our suppliers network to another carrier's network;
- wholesaling any service or using the service in connection with any device that switches or reroutes calls potentially keeping a line open for hours or that sends bulk SMS's;
- using the service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
- Calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card);
- using the service for the purposes of arbitrage;
- using the service in connection with a device that automatically dials numbers or sends SMS's either from a list or are generated randomly;
- using the service to make or receive calls on our suppliers network for the purposes of resale, resupply or commercial exploitation;
- using the service for call centre usage;
- using the service for telemarketing;
- using the service for bulk messaging of any nature;
- using the service for application-to-person communication;

- using the service for re-supply, continuous call forwarding;
- using the service for auto-dialing;
- using the service for machine to machine communications (including by using your SIM in any other device);
- using the service for Cellular Trunking Units (CTUs);
- use of calls or texts which aren't standard person-to-person communications; or
- using a 'mobile voice' SIM card in a non 'mobile voice' device.

4. Unacceptable use

You may not use our services in any manner which improperly interferes with another person's use of our services or for illegal or unlawful purposes. You may not use any equipment or devices on our supplier's network (including SIM cards) which have not been approved by us. We consider the use of our services or unauthorised equipment in this way to be unacceptable.

Here are some examples of uses which we consider 'unacceptable'. This is not intended to be an exhaustive list:

- if you provide us with false user information to use the service;
- using any equipment or device (including SIM card) on our suppliers network which has not been authorised by us;
- using the service to send unsolicited or unwanted commercial electronic messages (including, but not limited to email, SMS and MMS) to individuals or businesses;
- using the service to gain improper access to another person's private or personal information;
- using the service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- using the service to defame, harass or abuse anyone or violate their privacy;
- contravening any applicable laws when you use the service;
- using the service to communicate with emergency service organisations where an emergency situation does not exist;
- using the service to distribute or make available material that is misleading or deceptive as to your identity;
- infringing any person's intellectual property rights, including copyright, when you use the service;
- using the service to monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so;
- using the service in a way which interferes or disrupts the service, any computer system access through it or any other person's use of it;
- using the service to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- using the service in a manner designed to compromise the security or interfere with the operation of the service or any other computer, system or network.

5. Your use of the Internet

Where our products and services allow you access to the internet, you are responsible for any use or misuse of the

services, even if they were used, with or without your consent, by another person who gains access to them.

You are responsible for all risks associated with use of an Exetel service. Exetel does not bear any responsibility or liability relating to your use of the internet.

You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect of content which is likely to be considered unsuitable for children.

You must comply with any rules imposed by any third party whose content or service you access using your Exetel service. You may not copy, publish, re-publish, re-distribute, re-communicate, or otherwise commercially exploit such content in any form or by any method whatsoever. This prohibition includes framing, linking, posting in news groups and any other form of copying unless approved by the content provider.

We may block access to, remove, or refuse to post any content which you attempt to post which we consider offensive, indecent, unlawful or otherwise inappropriate regardless of whether such content is actually unlawful.

We may be directed by a regulatory or other law enforcement body to remove content from our servers or to prevent users from accessing content from the Internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the Internet by a copyright owner.

6. Monitoring Compliance

We are under no obligation to monitor your transmissions or any content you publish using the service. However, we may from time to time monitor transmissions or published content to protect our network, our other customers and the general public as well as to ensure you are complying with the terms of this policy. We may need to disclose any findings as required to regulatory authorities.

We take active steps to minimise the amount of spam on our network, which may include:

- Restricting your ability to forward emails
- Limiting your access to the service to a closed user group relevant to your use of the service
- Requiring you to rectify any misconfigured mail and / or proxy servers

We may provide your username, IP address or identifying material to law enforcement authorities when required to do so.

7. Breach of the Exetel Mobile Acceptable Use Policy

If you breach any part of this Mobile Acceptable Use Policy we will, generally speaking, 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 to you.

However, in certain circumstances such as illegality, we reserve the right to suspend or cancel your service immediately and without notice to you.

Upon cancellation of an account, we are authorised to delete any files, programs, data and email messages (where you have an Exetel-supplied email address) associated with the account.