

# Acceptable Use Policy

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING VOIPEX'S NETWORK AND SYSTEMS. BY USING ANY VOIPEX SERVICE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS VOIPEX'S NETWORK AND SYSTEMS.

## 1. PURPOSE

This document constitutes the Acceptable Use Policy ("Policy") referred to in our Terms of SFOA. Defined terms in this are the same as the defined terms used in our SFOA.

This document describes the guidelines that VoIPex uses in providing Services to its Customers and the rules to which VoIPex Customers must adhere to in order to continue to enjoy and allow others to enjoy optimum use of VoIPex's Services via its Network and systems.

## 2. APPLICATION

This policy is applicable to all VoIPex Customers (which term includes all persons accessing a Customer's Service) use of the Network. A breach of any of the terms and conditions of this Policy by any VoIPex Customer is strictly prohibited and may lead to the suspension or termination of the Customer's Service, without notice.

All obligations on you apply to everyone you let use the Service.

## 3. RESPONSIBLE USAGE

You are responsible for your actions on the VoIPex Network and systems you access through the Services. You must comply with rules, regulations and acceptable usage policies that are in force for each system you access. If you act recklessly or irresponsibly or your actions endanger VoIPex's Network or systems, your access may be suspended or terminated at any time, without notice.

In particular, you agree that while using the Service, you will not:

- Store, send or distribute material which is deemed obscene, or pornographic or unlawful under any Commonwealth or State law or material that could give rise to civil or criminal proceedings;
- Store, send, distribute or access confidential information unless you have a lawful right to do so;
- Do anything, including store, send, or distribute material which interferes with other users or restricts any person or which inhibits any other user from enjoying the Services, the Internet and VoIPex's network and systems;
- Forge header information, email source address or other user information;

- Breach any laws, codes, standards and content requirements of any relevant authority;
- Access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, systems or network;
- Compromise the security or integrity of any network or systems;
- Place any viruses or other similar programs on the Service or the Internet;
- Distribute unsolicited advertising or spamming or overload any network or system;
- Use another person's name, username or password or otherwise attempt to gain access to the account of any other VoIPex customer;
- Tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- Attempt any of the above acts or permit another person to do any of the above.

In relation to VoIPex telephone services with free and/or per call fees the following fair use policies apply.

#### **VoIPex Premium phone plan (residential service)**

**Free Local Calls** - Free Local calls based on average of 150 calls per month. Where monthly average is 25% or more greater than the listed average calls per month (calculated over a 3 month period) the following will occur.

- First Instance will result in a notification being sent advising you are in breach of this Fair Use Policy.
- Second Instance will result in a notification being sent advising that you are in breach of this Fair Use Policy as well as listing alternate plans more suitable for your usage patterns.
- Third Instance will result in a notification being sent advising that you are in breach of the Fair Use Policy; also we will no longer make the Free Local calls available on your plan and will charge a 15c fee for each Local call.

**99c National Calls** - 99c National Calls based on average of 20 minutes per call. Where monthly per call average is 25% or more greater than the listed per call average (calculated over a 3 month period) the following will occur.

- First Instance will result in a notification being sent advising you are in breach of this Fair Use Policy.
- Second Instance will result in a notification being sent advising that you are in breach of this Fair Use Policy as well as listing alternate plans more suitable for your usage patterns.
- Third Instance will result in a notification being sent advising that you are in breach of the Fair Use Policy; also we will no longer make the 99c National calls available on your plan and will charge a 10c per minute fee for each National call.

#### **VoIPex Premium phone plan (business service)**

**Free Local Calls** - Free Local calls based on average of 300 calls per month. Where monthly average is 25% or more greater than the listed average calls per month (calculated over a 3 month period) the following will occur.

- First Instance will result in a notification being sent advising you are in breach of this Fair Use Policy.
- Second Instance will result in a notification being sent advising that you are in breach of this Fair Use Policy as well as listing alternate plans more suitable for your usage patterns.
- Third Instance will result in a notification being sent advising that you are in breach of the Fair Use Policy; also we will no longer make the Free Local calls available on your plan and will charge a 15c fee for each Local call.

#### **4. RESPONSIBLE RESOURCE USAGE**

VoIPex requires you to act responsibly in your use of resources on the VoIPex Network and systems. If you use unreasonably excessive resources on VoIPex's Network and systems, your access may be suspended, terminated or limited at any time, without notice.

For standard plans unreasonably excessive resource usage is determined to be more than 5 gigabytes of data downloads in a 24 hour period.

For VoIPex Ultimate unlimited plans excessive resource usage is not applicable.

#### **5. SECURITY**

You are responsible for maintaining the security of your VoIPex Service, including protection of account details, passwords and protection against unauthorised usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use of up to date anti-virus software. You indemnify VoIPex and their officers, employees, agents and related bodies corporate from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of or in any way connected to the use of your service, including unauthorised usage of your service by a third party. Usage of your service by a third party will result in you being responsible for the charges incurred.

#### **6. COPYRIGHT**

You are responsible for ensuring that you do not store on the VoIPex system, transfer or cause to be transferred over the VoIPex Network, reproduce or make available for distribution through the VoIPex network any data where the storage, reproduction, transfer, or distribution of that data is in contravention of the Copyright Act 1968 (Cth) or otherwise infringe any third party intellectual property rights (such as by using copying or distributing data or software without the permission of the owner).

#### **7. CONTENT**

VoIPex does not and cannot monitor or control the content and information accessed via the Services, which may be offensive, inappropriate or unsuitable. VoIPex provide access to the Internet only. VoIPex shall not be held responsible in any way for the content of the information accessed or offered for public access via the Services.

It is you and/or your users and customers responsibility to avoid whatever is found to be offensive or obscene on any system or the Internet. You and/or your users and customers will be responsible for any material you or your users/customers place on the VoIPex Network and systems, and the statements made in mediums including, but not limited to, web pages, email, chat or discussion forums and bulletin boards, instant messaging, SMS and Usenet news.

Content providers must clearly identify material unsuitable for minors and refrain from contributing prohibited material, including, but not limited to, material deemed obscene under any applicable state or Commonwealth law. Failure to comply with relevant legislation by you or your users and customers may lead to suspension or termination of your access.

## **8. REGULATORY AUTHORITIES**

Commonwealth legislation allows the Australian Communications and Media Authority (“ACMA”) to direct us to attend to certain matters including removal of prohibited Internet from our servers or prevent users from accessing certain Internet content. You agree that we may take any necessary steps in order to comply with any relevant industry code of practice or direction from the ACMA or other regulatory authority. VoIPex may take these steps at any time without notice to you.

## **9. INVESTIGATION BY AUTHORITIES**

VoIPex reserves the right to act in any matter they deem appropriate where there are reasonable grounds for suspecting that illegal or unacceptable usage of the VoIPex’s Network and systems is occurring. VoIPex will co-operate fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via its network or systems. VoIPex reserves the right to suspend your access if your usage of its network or systems is subject to any investigation.

## **10. COMPLAINTS**

To report a violation of VoIPex’s Acceptable Use Policy, please send details, including any documentation, article or email to [support@voipex.com.au](mailto:support@voipex.com.au)

## **11. SUSPENSION OR TERMINATION**

VoIPex reserves the right to suspend or terminate your Service without refund should you or your customer’s breach or assist, abet, encourage or incite another party to breach this policy.

## **12. INDEMNITY**

You indemnify VoIPex and its officers, employees, agents and related bodies corporate from and against all actions, claims, suits, demands, damages, liabilities,

costs or expenses directly or indirectly suffered or incurred by VoIPex (including as a result of a claim by a third party) resulting from:

- (a) any breach of this policy; and/or
- (b) the use or misuse of the Services by you or any other person using your Services.

### **13. GENERAL DISCLAIMER OF LIABILITY**

VoIPex disclaim all liability for or in relation to any loss or damage incurred by you or your Equipment in any way through or in relation to the use of the Services or the suspension or termination of the Services by VoIPex pursuant to your agreement with VoIPex or this policy.

This disclaimer of liability is in addition to and does not supersede, limit or replace other applicable limitation of liability in VoIPex's SFOA or other terms and conditions that may attach to a VoIPex Service.

### **14. WAIVER**

If VoIPex does not act in relation to a breach by you of this Policy, this does not waive VoIPex's right to act with respect to any subsequent breach.

### **15. CHANGES**

VoIPex may vary this Policy at any time. VoIPex will post the revised Policy on its home page. Your continued use after such posting will constitute acceptance of the variation. VoIPex may also give notice to you of a variation of this Policy by email to the email address notified by you or by any other means VoIPex deems appropriate.