

Acceptable Use Policy

1. Introduction

- 1.1. This document constitutes the Southern Cross Broadband Acceptable Use Policy (hereinafter referred to as the "AUP").
- 1.2. This policy serves the following purposes:
 - a) It delineates the regulations governing the utilization of our Services, encompassing your obligations, permissible uses, and prohibited uses of said Services.
 - b) It aims to safeguard and preserve the integrity of the infrastructure, Network, and systems responsible for delivering our Services, ensuring that both you and all other users can fully enjoy the benefits of our Services.
- 1.3. In instances where capitalized terms remain undefined within this policy, they shall assume the meanings ascribed to them in the Standard Form of Agreement, which includes: a) Your Application b) Any Service Schedule pertaining to your Service c) These General Terms d) Pricing Schedules specific to your Service e) Any Hardware Warranty Information f) Our Acceptable Use Policy

In the event of any inconsistencies among the terms of the SFOA, the order of precedence shall be as follows, except when Clause 16 takes precedence over all other terms in the SFOA.

2. Applicability

- 2.1. This policy is applicable to all customers who acquire Services from us.
- 2.2. Your obligation to adhere to this policy extends to ensuring that any individual to whom you grant access to your Service also complies with the stipulations herein.

3. Responsible Usage

- 3.1. You bear responsibility for your actions on our Network and the systems accessible through our Services.
- 3.2. You must not engage in reckless or irresponsible behavior when using our Services or actions that may jeopardize the safety or security of our Network, systems, or equipment.
- 3.3. The Services must not be used, attempted to be used, or authorized for use, nor should you aid, abet, encourage, or incite any other individual to use or attempt to use the Services:
 - a) For any unlawful activities or in an illegal manner.
 - b) In a manner that poses a threat or risk to the security of our Services or the integrity of our Network.
 - c) For any purpose explicitly prohibited in your Application or your Service Schedule.
 - d) In a manner that could result in harm to individuals, personal injury, or property damage.
 - e) To store, send, reproduce, publish, or distribute any confidential information, copyrighted material, or other content subject to third-party intellectual property rights, unless you possess lawful rights to do so.
 - f) In a manner that is defamatory, abusive, menacing, threatening, harassing, offensive, invades privacy, or incites

violence or hatred towards any individual or group, or could lead to legal action.

- g) In a manner that is unlawful, fraudulent, or otherwise proscribed under applicable Commonwealth, State, or Territory laws or in breach of any code, standard, or content requirement imposed by any other competent authority.
- h) To store, send, reproduce, publish, or distribute any content or material that is restricted, prohibited, or otherwise illegal under applicable Commonwealth, State, or Territory laws, or that is likely to be offensive or obscene to a reasonable person.
- i) To make inappropriate contact with children or minors.
- j) To provide unrestricted access to content unsuitable for minors.
- k) To engage in any activity that interferes with other users or hinders any person from accessing, using, or enjoying the Internet, our Services, Network, or systems.
- l) To forge header information, email source addresses, or other user data, or engage in malicious or illegal impersonation or data obfuscation.
- m) To access, monitor, manipulate, or interfere with another person's equipment, systems, Networks, or data without lawful authorization.
- n) To attempt to probe, scan, or test the vulnerability of another person's equipment, systems, Networks, or data without lawful authorization.
- o) To compromise the security or integrity of any Network or system.
- p) To access, download, store, send, or distribute any harmful programs or material with the intent of compromising the security of any Network or system, including viruses, Trojans, or password-cracking programs.
- q) To engage in any unreasonable activity that impairs the ability of other individuals or systems to use our Services or the Internet, including directed denial-of-service attacks, network flooding, or service overloads.
- r) To tamper with, hinder the operation of, or make unauthorized modifications to any Network or system.
- s) To host servers for business or private use without prior consent.

3.4. You must not use another person's name, username, or password, or attempt to gain access to another user's account.

3.5. Reselling our Services or acting as a Carriage Service Provider is prohibited.

3.6. You must not use or attempt to use our Services to store credit card data without our express written consent.

4. Anti-Spam

4.1. The use of the Service in violation of the Spam Act 2003 (Cth) is strictly prohibited.

4.2. Within the context of this policy, "Spam" includes one or more unsolicited commercial electronic messages governed by the Spam Act.

4.3. You shall not use the Service to:

- a) Send or facilitate the sending of Spam.
- b) Use or distribute software designed for email address harvesting.
- c) Host any device or service that enables the sending of emails between third parties not under your authority or control. d) Otherwise contravene the Spam Act.

4.4. To minimize Spam on our Network, we may scan any IP address ranges allocated to you for use with your Services to detect the presence of open or misconfigured mail and proxy servers. While this scanning is not obligatory, if we identify open or misconfigured mail or proxy servers, we reserve the right to restrict, suspend, or terminate the provision of Services to you.

5. Excessive, Unusual or Unreasonable Usage

- 5.1. You are required to utilize the Services in accordance with the download or capacity limits specified in your particular plan. Excessive use that unreasonably exceeds these limits is prohibited.
- 5.2. You must not overly consume the capacity or resources of our Network in a manner that may impede or prevent us from delivering Services to other customers or that may jeopardize the integrity or security of our Network, systems, or equipment.
- 5.3. You must not use the Service in a manner that could be deemed excessive, unreasonable, unusual, or outside the ordinary course of use.
- 5.4. By way of illustration, but without limitation, we consider the use of the Service to be unreasonable or unusual under the following circumstances:
 - a) A private customer uses the Service in a way that cannot reasonably be classified as ordinary personal use, such as using the Service for business or commercial purposes.
 - b) A business customer employs the Service in a manner that does not conform to ordinary business operations.

6. Provision of Services and Our Responsibilities

- 6.1. You are responsible for safeguarding the security of your devices and Networks, including the protection of your account credentials and preventing unauthorized use by third parties.
- 6.2. We recommend taking appropriate security measures to prevent unauthorized use of the Services or use that contravenes this policy by third parties. Such measures may encompass:
 - a) Installing and maintaining a firewall and anti-virus software.
 - b) Regularly updating your operating system and application software.
 - c) Securing any Wi-Fi Network under your control. d) Ensuring that third parties granted access to the Service adhere to this policy.
- 6.3. You are liable for all charges incurred by individuals who utilize your Service, including those to whom you have divulged your password and account details.
- 6.4. Our right to restrict, suspend, or terminate the provision of Services to you, as specified in the Standard Form of Agreement, applies regardless of whether the breach of this policy was committed by a third party (including unauthorized means like viruses, Trojans, and other security breaches).

7. Copyright

- 7.1. You must ensure that you do not infringe the intellectual property rights of any individual concerning any material you access or download from the internet and subsequently copy, store, send, or distribute through the Services.
- 7.2. You shall not use the Services to copy, adapt, reproduce, distribute, or otherwise make available to others any content or material (including but not limited to music and video files in any format) subject to copyright, unless you possess the legal rights to do so.
- 7.3. You must refrain from engaging in any acts related to such copyrighted material that would violate the exclusive rights of the copyright owner as defined by the Copyright Act 1968 (Cth) or any other applicable laws, unless you hold lawful rights to do so.
- 7.4. Upon receiving a complaint or allegation of copyright or other intellectual property rights infringement, we may immediately cease hosting and remove from our Network or systems any content deemed or likely to be classified as "prohibited" content.

8. Content

- 8.1. You are responsible for determining the content and information you access on the Internet while using the Services.
- 8.2. You are obligated to take any necessary steps (e.g., installing filtering programs) to prevent access to offensive or obscene content on the Internet by minors or individuals under your supervision.
- 8.3. Any content you store, send, or distribute on or via our Network and systems, including content you post on web pages, emails, chat or discussion forums, bulletin boards, instant messaging, SMS, and Usenet news, must not be used for any unlawful, obscene, offensive, or otherwise prohibited activities under applicable Commonwealth, State, or Territory laws.
- 8.4. You must appropriately label or identify any content generally made accessible through the Services in accordance with applicable classification guidelines and the National Classification Code or any industry code that pertains to your use or distribution of that content. We may remove any content from our Network and servers that is classified or likely to be classified as "prohibited" content.
- 8.5. We cooperate fully with law enforcement and security agencies, including compliance with court orders for the interception and monitoring of our Network and systems. We reserve the right to take these steps at any time without prior notice. You must not hinder or obstruct us from taking any measures necessary to comply with directives from the Australian Communications and Media Authority (ACMA) or any other Regulatory Authority, law enforcement, or security agency.
- 8.6. Upon request, we may provide your username, IP address, or other identifying information to the Australian Federal Police or other authorities as required.
- 8.7. If you have a complaint concerning internet content accessibility, you may contact the ACMA via an online complaint form at www.acma.gov.au, send an email to online@acma.gov.au, or fax your complaint to the ACMA Content Assessment Hotline Manager at (02) 9334 7799. You may also report content complaints by emailing us at info@sxbb.com.au.

9. Breach of the AUP

- 9.1. If there are reasonable grounds to suspect that you, or any person accessing your Services, have violated this policy, we may restrict, suspend, or cancel your Service in accordance with the Standard Form of Agreement.
- 9.2. In the event of a breach of this policy, we will typically contact you and provide an opportunity to rectify the breach. Failure to rectify the breach within a reasonable timeframe may result in the suspension or cancellation of your Service without further notice.
- 9.3. For serious or continuous breaches of this policy, such as illegal or non-standard usage, we reserve the right to immediately suspend or cancel your Service without notice.
- 9.4. In cases where you receive notification of a breach of your Spam obligations under Section 4, we will, upon request and to the extent reasonably feasible, furnish you with information regarding the nature of open relays and suggested remedies to aid in compliance.
- 9.5. Should we cancel the provision of Services to you, we may deduct reasonable costs incurred as a result of the conduct that led to the cancellation.