



FAIR USE POLICY

Introduction

At FuzeNet Pty Ltd (**FuzeNet**), we aim to provide access to state of the art telephone and broadband Internet services to every member of the Australian population we can reach. To achieve this, when we provide services to customers, we must have in place, and both we and our customers must comply with, a policy around how FuzeNet's telephone or broadband Internet services may, and may not, be used.

This Fair Use Policy describes what happens around use of FuzeNet's telephone or broadband Internet services and what happens in the event that FuzeNet's services are used in ways that are not in compliance with this Fair Use Policy.

This Fair Use Policy forms part of FuzeNet's Customer Service Agreement, and applies to all of FuzeNet's telephone and broadband Internet services. Upon acceptance of Your Application for Services, You are bound by FuzeNet's Customer Service Agreement and this Fair Use Policy (which forms part of the Customer Service Agreement).

1. Fair Use, Reasonable & Acceptable

1.1 Introduction

- (a) At FuzeNet our goal is to provide access to state of the art telephone and broadband Internet services to every member of the Australian population we can reach. To achieve this goal sometimes we need to have rules and policies about how our phone and broadband Internet services actually work and how customers can actually use our services.
- (b) This Fair Use Policy sets out rules about how customers may, and may not, use FuzeNet's telephone and broadband Internet services.

1.2 The Fair Use Policy

- (a) The purpose of this Fair Use Policy is to ensure that all of FuzeNet's customers:
 - (i) use FuzeNet's telephone and broadband Internet services in the manner, and for the purposes, which FuzeNet and the customer have agreed;
 - (ii) use FuzeNet's telephone and broadband Internet services in a way that complies with appropriate legal and regulatory requirements; and
 - (iii) do not use FuzeNet's telephone and broadband Internet services in a manner that is unreasonable or unacceptable (those terms are defined below).
- (b) This Fair Use Policy sets out rules about:
 - (i) how customers may, and may not, use FuzeNet's telephone and broadband Internet services;
 - (ii) the customer's responsibility when using FuzeNet's telephone and broadband Internet services to make phone calls or texts or to access and use the Internet, including accessing and publishing content online or corresponding by email;
 - (iii) what steps FuzeNet can take to manage the its telephone and broadband Internet networks in circumstances of unexpected use by some customers;
 - (iv) what FuzeNet may do in some circumstances, to monitor telephone and on-line activity and to ensure compliance with this Fair Use Policy and laws and regulations, including setting out FuzeNet's responsibilities to comply with directions from regulatory and other law enforcement bodies; and
 - (v) what FuzeNet may do in the event of a breach of this Fair Use Policy.



1.3 Customer use – Reasonable and Acceptable

- (a) Customers who have agreed to receive FuzeNet's telephone or broadband Internet services on a Residential Plan can use FuzeNet's services only in a way that is consistent with personal use in a residential environment.
- (b) Customers who have agreed to receive FuzeNet's services on a Business Plan can use FuzeNet's services only in a way that is consistent with commercial use in the ordinary course of that customer's business, and with ancillary personal use in that commercial environment.
- (c) Customers must not use FuzeNet's services in ways that are not consistent with the criteria and limitations set for their Residential Plan or their Business Plan.
- (d) Customers must not use FuzeNet's services in a manner which is **unreasonable** or **unacceptable**. The terms **unreasonable** and **unacceptable** are defined in clauses 1.4 and 1.5 below.

1.4 Unreasonable

- (a) A customer's use of FuzeNet's telephone or broadband Internet services will be **unreasonable** if the customer uses FuzeNet's services in a manner which is other than that for which the customer has contracted, or which is contrary or different, or not in accordance with, uses which FuzeNet's services are intended.
- (b) FuzeNet will consider that a customer's use of FuzeNet's telephone or broadband Internet services is **unreasonable** if the customer:
 - (i) is on a Residential Plan, but the customer uses FuzeNet's broadband Internet services in a way which could not be reasonably regarded as only for personal use in a residential environment;
 - (ii) is on a Business Plan, but the customer uses FuzeNet's broadband Internet services in a way which could not be reasonably regarded as only commercial use in the ordinary course of that customer's business, and personal use ancillary with that commercial use;
 - (iii) is on either a Residential Plan or a Business Plan and shares, on-sells or resells the services delivered under their Residential Plan or Business Plan with other persons or entities outside of their residence or outside of their business;
 - (iv) uses FuzeNet's telephone or broadband Internet services:
 - (A) for purposes which are fraudulent, deceptive, misleading or otherwise for any illegal or criminal purpose,
 - (B) in a technologically excessive or abusive manner;
 - (C) in connection with a device that automatically dials numbers or sends emails either from a list or generated randomly; or
 - (D) to make or receive calls, or send or receive emails, for the purposes of reselling, resupplying or commercial exploitation.

1.5 Unacceptable

- (a) A customer's use of FuzeNet's telephone or broadband Internet services will be **unacceptable** if the customer uses FuzeNet's services in a manner which improperly interfere in any way with another person, business or entity, for purposes which are illegal or are otherwise in contravention of this Fair Use Policy.
- (b) FuzeNet will consider that a customer's use of FuzeNet's telephone or broadband Internet services is **unacceptable** if the customer:
 - (i) provides FuzeNet with false user information in their application for, or at any time during their use of, FuzeNet's services;
 - (ii) fails to provide updated user information where that information would reasonably be considered to be required to be provided or disclosed;
 - (iii) contravenes any applicable law, telecommunications industry code or regulation when applying for or when using FuzeNet's services;
 - (iv) uses FuzeNet's services:
 - (A) in any manner which may or does improperly damage, interrupt or interfere with another person's use of our services, rights, safety or property;
 - (B) for illegal or unlawful purposes;
 - (C) to send unsolicited or unwanted commercial electronic messages

- (including SPAM) to individuals or businesses;
- (D) to gain improper access to another person's private or personal information;
 - (E) to distribute, to receive, to post, to facilitate access to, or to make available, material that is indecent, obscene, offensive, illegal, confidential or disclosed in a breach of privacy, or which constitutes illegal or inappropriate or troubling volumes of pornography;
 - (F) to defame, harass, abuse, bully or troll anyone or to violate the privacy, agency or personhood of anyone;
 - (G) to distribute or make available material that is misleading, deceptive, incorrect or false, in relation to any aspect of the customer's identity or the identity of any other person;
 - (H) to communicate improperly (as determined by the emergency services organisation or the police in their absolute discretion) with emergency service organisations where an emergency situation does not exist;
 - (I) to monitor data or traffic on any network or system where the customer does not have appropriate or sufficient authorisation to do so;
 - (J) in a way which interferes or disrupts FuzeNet's telephone or broadband Internet services;
 - (K) to obtain or attempt to obtain unauthorised access to any computer, system or network;
 - (L) in a manner which will or may compromise or otherwise disrupt or interfere with the security or the operation of FuzeNet's telephone or broadband Internet services or any other computer, system or network which uses or is related to FuzeNet's telephone or broadband Internet services;
- (v) becomes aware of any actual or attempted unauthorised use of the customer's services and does not notify FuzeNet; or
 - (vi) uses any equipment or device on FuzeNet's network which has not been authorised by FuzeNet, or which FuzeNet has recommended or directed that the customer not use.

1.6 A Customer's use of the Internet

- (a) FuzeNet's broadband Internet services enable people to access the Internet, however customers are advised to ensure precautions are adopted regarding use and access to the Internet. FuzeNet encourages customers to use appropriate warnings and precautions in respect of content which might be unsuitable, especially for children.
- (b) Where a customer uses FuzeNet's broadband Internet services to obtain access to the Internet, the customer:
 - (i) is responsible for any use, and for any misuse, which occurs with or without the customer's consent, by the customer or by any other person who might gain access to the Internet through FuzeNet's broadband Internet services and the customer's equipment.
 - (ii) is responsible for any content the customer publishes online or via email; and
 - (iii) bears all responsibility for all risks associated with use of any FuzeNet broadband Internet service. By accepting FuzeNet's broadband Internet services, the Customer expressly releases FuzeNet from any responsibility or liability relating to the customer's use of FuzeNet's broadband Internet services and the Customer's use of the Internet. For further information about online safety please contact FuzeNet to discuss using a filtering or security solution.
- (c) Each customer must comply with any rules imposed by any third party whose content or service the customer accesses using FuzeNet's broadband Internet services.
- (d) Customers must not illegally download, use or otherwise exploit material which is subject to copyright. This prohibition includes framing, linking, posting and any other form of copying, duplication or using material, unless that use is approved by the content provider and/or the holder of the copyright or otherwise permitted by law.
- (e) FuzeNet may also remove copyright materials from our servers or otherwise prevent users from unauthorised access to copyright materials.
- (f) FuzeNet is a highly ethical company and we want the services we provide to help make the world a better place, not a worse place. We respect the agency of



individuals, we respect the rights of minorities and people who might be a bit different, we think women and men are entitled to equal treatment and access to opportunity, we think that people with different levels of ability are entitled to an even chance and we think its ok to be LGBTQ. Our experience is that bullies and trolls can do enormous damage to people, even if they don't think they are. Therefore:

- (i) customers must not engage in conduct on-line, against individual people, that does, or might, constitute: harassment, offensive behaviour, bullying or trolling, or which is otherwise unreasonable or inappropriate, regardless of whether such content is actually lawful or unlawful. So if someone is being harassed or bullied on line, via someone using a FuzeNet service, and the person being bullied or harassed presents FuzeNet with material, that we determine has substance, – for example an Interim Intervention order, whether initiated by the Police of a state or territory, or privately – then FuzeNet reserves the right, to take action, to restrict the activity that is causing the harm by restricting or limiting access to material, or cancelling a customer's service;
- (ii) customers must not engage in conduct on-line, against groups of people, against ideas or generally, where that conduct does, or might, constitute: hate speech, fighting words, words which by their very utterance inflict injury or tend to incite an immediate breach of the peace, or which otherwise articulates unreasonable or inappropriate anger, hate, frustration, lies or disinformation, regardless of whether such content is actually lawful or unlawful. So if someone is using a FuzeNet Internet service, in a way which FuzeNet determines (in FuzeNet's reasonable discretion) is or might be, maliciously spreading hate, racism, discrimination, inciting violence, or to spread lies or disinformation – then FuzeNet reserves the right, to take action, to restrict the activity that is causing the harm, by restricting or limiting access to material, or cancelling a customer's service;
- (g) FuzeNet may, if directed to do so by a regulatory or other law enforcement body, remove content from FuzeNet's servers, or may be directed to prevent users from accessing a customer's content from the Internet.

1.7 SPAM

- (a) SPAM means making or sending bulk volumes of unsolicited and/or irrelevant telephone calls, texts messages or emails.
- (b) FuzeNet may from time to time, in order to protect FuzeNet's telephone or broadband Internet network, other customers and the general public against SPAM, as well as to ensure customers are complying with applicable law and regulations and are complying with the terms of this Fair Use Policy, monitor traffic flow, transmissions, published content or other traffic content published by customers using FuzeNet's telephone or broadband Internet services.
- (c) If FuzeNet discover some non-compliance, whether that relates to SPAM or some other transmissions, FuzeNet may disclose any findings to law enforcement regulatory authorities. If required to do so by appropriately authorized law enforcement agencies, FuzeNet will provide customers' personal information, telephone numbers, usernames, IP addresses or identifying material to those law enforcement authorities.
- (d) If necessary, FuzeNet may take active steps to stop or restrict proliferation or dissemination of SPAM, which may include:
 - (i) restricting a customer's ability to send, receive and forward calls, texts or emails;
 - (ii) requiring a customer to rectify any misconfigured mail / or proxy services.

1.8 Unlimited

- (a) **Unlimited** means that the amount of calls, texts or data that a customer may make, download or upload is *not usually* limited by set quotas.
- (b) However, **unlimited** does not mean that the flow of data that a customer may access is not limited in any way. FuzeNet intend that our **unlimited** phone and data plans will allow customers to operate their services, without having to worry about whether or not they will run out of phone call minutes or texts or Internet data. But FuzeNet also intend that our unlimited telephone and data plans are not to be abused, flagrantly, for extreme activities, without any residential or business purpose.



- (c) **Unlimited** means that the amount of phone calls or texts that a customer makes or the data that a customer may download or upload is not usually limited by set quotas, but, if necessary, and especially where a customer's use of FuzeNet's services is unreasonable, unacceptable, or if the customer is using FuzeNet's services in a way that is technologically or morally abusive, excessive or extreme (which FuzeNet may determine in its reasonable discretion) then FuzeNet may rely on, enforce and ensure compliance with this Fair Use Policy.
- (d) In the event of abuse of FuzeNet's Fair Use Policy on unlimited plans, FuzeNet will first contact the customer and seek an explanation for the vast use of data, and if that explanation is acceptable to FuzeNet (acting reasonably), FuzeNet will allow the service to continue, but will continue to monitor the service. If the explanation is not acceptable to FuzeNet, then FuzeNet may take action which may include limiting the service, shaping the service, moving the customer to another plan at a lower price with a data limit, or, in the event of repeated abuse, cancelling the service.

1.9 What happens in the event of a breach of FuzeNet's Fair Use Policy

- (a) If a customer breaches any part of this Fair Use Policy FuzeNet will, generally speaking and if it is appropriate to do so, first contact the customer, ask the customer to modify their use of FuzeNet's telephone or broadband Internet services, so that their use of FuzeNet's services complies with both the customer's telephone or broadband plan and complies with this Fair Use Policy.
- (b) If the customer does not modify their use of FuzeNet's services, then FuzeNet may, without prior notice to the customer, impose limits on the amount of calls that a customer may make or the amount of data that a customer may download or upload – for example – FuzeNet may: restrict, limit or shape the service delivered under the customer's Residential Plan or Business Plan, move the customer to a different plan (at the same or a lower fee, with a limited quota of data) or, if FuzeNet consider it necessary to do so (acting reasonably), cancel a customer's service.
- (c) In certain circumstances (such as conduct which is, or which might be, illegal, or where use of FuzeNet's telephone or broadband Internet services is clearly unreasonable or is clearly unacceptable), then FuzeNet may suspend or cancel a customer's service immediately, and without notice.
- (d) If FuzeNet restricts or cancels a customer's service, or moves a customer to another plan, due to the customer's misuse of FuzeNet's telephone or broadband Internet services, FuzeNet will not be liable for any loss, damage or frustration.
- (e) Upon cancellation of a customer's account, where the customer has a FuzeNet-supplied email address, FuzeNet may delete any files, programs, data and email messages associated with the account.
- (f) In the case where a breach of the standards stated in this Fair Use Policy involves a breach of any law, then FuzeNet may notify the relevant government authorities or the police.

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