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# FAIR USE POLICY

## Introduction

At FuzeNet Pty Ltd (**FuzeNet**), we aim to provide access to state of the art communication tools – phone numbers, call routing and call tracking, to help You grow Your business. 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’ services may, and may not be, used.

This Fair Use Policy describes how FuzeNet will install equipment, what happens around use of FuzeNet’ telephony services and what happens in the event that FuzeNet’ services are used in ways that are not in compliance with this Fair Use Policy.

This Fair Use Policy forms part of FuzeNet’ customer service agreement. Upon FuzeNet accepting Your application for Services, You are thereafter bound by FuzeNet’ customer service agreement and this Fair Use Policy which forms part of the customer service agreement.

## Fair Use Policy

### 1. Fair Use, Reasonable & Acceptable

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#### 1.1 Introduction

- (a) At FuzeNet our goal is to provide access to state of the art communication tools – phone numbers, call routing and call tracking - to every business enterprise we can reach. To achieve this goal sometimes we need to have rules and policies about how our services actually work and how customers can actually use our services.
- (b) This is FuzeNet’ Fair Use Policy and this Policy sets out rules about how customers may, and may not, use FuzeNet’ services.

#### 1.2 The Fair Use Policy

- (a) The purpose of FuzeNet’ Fair Use Policy is to ensure that all of FuzeNet’ customers:
  - i) use FuzeNet’ services in the manner, and for the purposes, which FuzeNet and the customer have agreed;
  - ii) use FuzeNet’ services in a way that complies with appropriate legal and regulatory requirements;
  - iii) do not use FuzeNet’ services in a manner that is unreasonable or unacceptable – (those terms are defined below).
- (b) FuzeNet’ Fair Use Policy sets out rules about:
  - i) how customers may, and may not, use FuzeNet’ services;
  - ii) the customer’s responsibility when using FuzeNet’ services to access and use telephony services;
  - iii) what steps FuzeNet can take to manage the network;
  - iv) what FuzeNet may do in some circumstances, to monitor telephony activity and to ensure compliance with laws, regulations, including setting out FuzeNet’

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responsibilities to comply with directions from regulatory and other law enforcement bodies;

- v) what FuzeNet may do in some circumstances, to monitor telephony activity and to ensure compliance with this Fair Use Policy;
  - vi) what FuzeNet may do in the event of a breach of this Fair Use Policy.
- (c) FuzeNet' Fair Use Policy applies to all services provided by FuzeNet.

### 1.3 Customer use – Reasonable and Acceptable

- (a) Customers who have agreed to receive FuzeNet' services on a residential plan can use FuzeNet' services only in a way that is consistent with personal use in a residential environment.
- (b) Customers who have agreed to receive FuzeNet' services on a business plan can use FuzeNet' 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' 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' services in a manner which is **unreasonable** or **unacceptable**. The terms **unreasonable** and **unacceptable** are defined as follows:

### 1.4 Unreasonable

- (a) A customer's use of FuzeNet' services will be **unreasonable** if the customer uses FuzeNet' 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' services are intended.
- (b) FuzeNet will consider that a customer's use of FuzeNet' services is **unreasonable** if the customer:
  - i) is on a residential plan, but the customer uses FuzeNet' services in a way which could not be reasonably regarded as only for personal use in a residential environment (eg a customer may buy and sell crafty things that they make at home on Gumtree, but a customer may not use a residential Internet product to operate trading desk, a professional office or for any other such business or commercial purpose);
  - ii) is on a business plan, but the customer uses FuzeNet' 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 (e.g. everyone needs to be able to break up the work day by checking the news papers on-line, check Gumtree for bargains, bid on eBay or send messages or pictures on social media, but reselling FuzeNet' services to other parties, sharing services between customers eg via a call centre, or by making more than 1000 minutes worth of calls per calendar month is beyond the scope of the activity which is intended for a standard business service, and would be unreasonable);
  - iii) is on either a residential plan or a business plan and shares and/or on-sells/re-sells the services delivered under their residential plan or business plan with other persons or entities outside of their residence or outside of their business (e.g. if you have a residential plan and you hook up Nanna in the Granny Flat, that is ok, but if you've got a residential plan and you hook up everyone else in the street, that is not ok);

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- iv) uses FuzeNet' services for purposes which are fraudulent, deceptive, misleading or otherwise for any illegal or criminal purpose;
  - v) uses FuzeNet' services for purposes which are technologically excessive or abusive (which FuzeNet may determine in FuzeNet' absolute discretion) of FuzeNet' services);
  - vi) uses FuzeNet' services in connection with a device that automatically dials numbers either from a list or generated randomly;
  - vii) uses FuzeNet' services to make or receive calls, for the purposes of reselling, resupplying or commercial exploitation.
- (c) A customer's use of FuzeNet' services will be **unacceptable** if the customer uses FuzeNet' 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.
- (d) FuzeNet will consider that a customer's use of FuzeNet' 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' 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 or regulation when applying for or when using FuzeNet' services;
  - iv) uses FuzeNet' services in any manner which improperly interferes with another person's use of our services, rights, safety or personhood,
  - v) uses FuzeNet' services for illegal or unlawful purposes;
  - vi) uses any equipment or device on FuzeNet' network which has not been authorised by FuzeNet, or which FuzeNet has recommended or directed that the customer not use;
  - vii) uses FuzeNet' services to send unsolicited or unwanted commercial messages (including SPAM) to individuals or businesses;
  - viii) uses FuzeNet' services to gain improper access to another person's private or personal information;
  - ix) uses FuzeNet' services 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;
  - x) uses FuzeNet' services to defame, harass, abuse, bully or troll anyone or to violate the privacy, agency or personhood of anyone;
  - xi) uses FuzeNet' services 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;
  - xii) uses FuzeNet' services 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;
  - xiii) uses FuzeNet' services to monitor data or traffic on any network or system where the customer does not have appropriate or sufficient authorisation to do so;
  - xiv) uses FuzeNet' services in a way which interferes or disrupts FuzeNet' services;
  - xv) uses FuzeNet' services to obtain or attempt to obtain unauthorised access to any computer, system or network; or

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- xvi) uses FuzeNet' services in a manner which will or may compromise or otherwise disrupt or interfere with the security or the operation of FuzeNet' services or any other computer, system or network which uses or is related to FuzeNet' services.

### 1.5 A Customer's use of the telephony and data analysis services provided by FuzeNet

- (a) FuzeNet' services enable people to access the business and commercial community by . But customers do need to bear in mind that it's a big, wild, largely unrestrained, and scary world out/in there.
- (b) FuzeNet encourages customers to use appropriate warnings and precautions in respect of content which might be unsuitable, especially for children.
- (c) Customers do need to bear in mind that where a customer uses FuzeNet' services to obtain access to the Internet, the customer 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' services and the customer's equipment.
- (d) The customer must bear all responsibility for all risks associated with use of any FuzeNet broadband Internet service. By accepting FuzeNet' services, the Customer expressly releases FuzeNet from any responsibility or liability relating to the customer's use of FuzeNet' 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.
- (e) Each customer is responsible for any content the customer publishes online or via email.
- (f) Each customer must comply with any rules imposed by any third party whose content or service the customer accesses using FuzeNet' services.
- (g) Customers must be aware that they 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.
- (h) FuzeNet may also remove copyright materials from our servers or otherwise prevent users from accessing copyright materials.
- (i) FuzeNet is a highly ethical Company and we want the services that we can 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) You 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 Internet 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) You 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

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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' not unreasonable 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;

So, please, don't be a hater, please try and be kind, and FuzeNet won't have to implement these rules, and we'll all get along fine. But if You do hate, FuzeNet may take action to stop the hate.

- (j) FuzeNet may, if directed to do so by a regulatory or other law enforcement body, to remove content from FuzeNet' servers, or may be directed to prevent users from accessing a customer's content from the Internet.

## 1.6 SPAM

- (a) SPAM means sending bulk volumes of unsolicited and/or irrelevant telephone calls.
- (b) FuzeNet may from time to time, in order to: protect FuzeNet' 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' services.
- (c) In the event that FuzeNet discover some non-compliance, whether that relates to SPAM or some other transmissions, FuzeNet may disclose any findings to law enforcement regulatory authorities.
- (d) If required to do so by appropriately authorized law enforcement agencies, FuzeNet will provide customers' usernames, IP addresses or identifying material to those law enforcement authorities.
- (e) 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 emails;
  - ii) requiring a customer to rectify any misconfigured mail / or proxy services.

## 1.7 What happens in the event of a breach of FuzeNet' 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' services, so that their use of FuzeNet' services return to compliance with both the customer's residential plan or business plan and complies with this Fair Use Policy.
- (b) If the customer does not modify their use of FuzeNet' services, then may, without prior notice to the customer, impose limits on the delivery of those services – for example – FuzeNet may: restrict, limit or shape the service delivered under the customer's residential plan or business plan, or FuzeNet may move the customer to a different plan, at the same or a lower fee, with a limited quota of data.
- (c) If FuzeNet consider it necessary to do so, then FuzeNet may cancel a customer's service.

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- (d) In the event that FuzeNet restricts or cancels a customer’s service, or moves a customer to another plan, due to the customer’s misuse of FuzeNet’ services, FuzeNet will not be liable for any loss, damage or frustration.
- (e) However, in certain circumstances - such as conduct which is, or which might be, illegal, or where use of FuzeNet’ services is clearly unreasonable or is clearly unacceptable, then FuzeNet may suspend or cancel a customer’s service immediately, and without notice.
- (f) Upon cancellation of a customer’s account, where the customer has FuzeNet supplied telephone numbers, data or records, FuzeNet may delete any files, programs, data and messages associated with the account.
- (g) In the case where a breach of the standards stated in this Fair Use Policy involves a breach of any law, then FuzeNet may also notify the relevant government authorities or the police.