

Activ8me Acceptable Use Policy

1. General

- 1.1 This Acceptable Use Policy (AUP) forms part of Activ8me's service agreement with you.
- 1.2 This Acceptable Use Policy is subject to review from time to time.
- 1.3 The "Service" refers to the service agreed to in your contract or agreement with Activ8me.
- 1.4 Our aim is to ensure that we are able to provide a quality service to all of our customers and to ensure that no customers are disadvantaged by the actions of other customers.
- 1.5 Whilst Activ8me will endeavour to notify you of any breach of this policy in advance of taking any action, we reserve the right to suspend or cancel the Service without notice to you if in our reasonable opinion use of your Service is causing degradation or detriment to the Activ8me or other network, or other users.
- 1.6 You must not resell the Service to any other user or commercially exploit the Service without our prior written agreement.
- 1.7 Activ8me reserves the right to limit, suspend or terminate the Service without notice if any of the activities listed below are found to have occurred.

2. Data Services

- 2.1 This section applies to the use of any data service, for example but not limited to, Satellite services, all NBN services, ADSL services, mobile data services; it applies to both Business and Personal use.
- 2.2 You must use the Service in a responsible manner, and not let the effects of your use of the service unduly affect other users on the network.
- 2.3 You must not use the Service, or allow anyone else to use the Service:
 - for illegal, malicious, improper or other unlawful purpose;
 - in any way which unduly interferes with other users on the network;
 - in any way that interferes in the proper operation of the network;
 - to knowingly transmit a computer virus or other malicious computer program;
 - to access or damage other users computer system without permission;
 - to infringe the intellectual property rights of other users;
 - to disclose confidential or private information of another user;
 - to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
 - to post, disseminate, or in some cases access, content which is unlawful, including content that would be classified by the Classification Board as RC or X rated and that is or would be classified by the Classification Board as R rated where a restricted access system is not in place;
 - to enable a minor to access material inappropriate for a minor;
 - to harass or menace any person;
 - to conduct or promote a business that is illegal;
 - to breach any laws or infringe any third party rights (including without limitation, copyright, intellectual property, defamation, harassment, abuse and privacy) or to breach any standards, content requirements or codes promulgated by any relevant authority or industry body; or
 - to attempt to do any of the foregoing.

2.4 You must not use the Service to:

- send spam, send bulk and/or unsolicited emails or messages. This includes, but is not limited to, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. You must only send such a message to those individuals who have explicitly requested it;
- send emails that hide or obscure the source of the email you send, that contain invalid or forged headers or domain names or deceptive addressing;
- receive responses from bulk unsolicited email where the original was distributed by you, even if not via the Service;
- send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account;
- relay email from a third party's mail server without permission;
- collect or harvest screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
- send large or numerous emails with the purpose of disrupting another's computer or account;
- send email that may damage or affect the performance of the email recipient's computer;
- persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person;
- send emails that are offensive, defamatory or for the purposes of soliciting money by deceptive means; or
- send or receive high volumes of emails, data or phone calls by utilising an automated programs of any type

2.5 You must not use the service to interfere with user groups, message forums or any other social media by:

- engaging in mass posting of messages or the posting of messages to inappropriate newsgroups or social media;
- posting advertisements other than in newsgroups or social media that specifically encourage or permit advertising;
- posting binary files other than in newsgroups or social media that specifically encourage or permit such postings;
- posting large or numerous messages with the purpose of disrupting a newsgroup or social medium; or
- sending messages that contain invalid or forged headers or domain names or deceptive addressing.
- What constitutes appropriate Usenet newsgroups, social media or appropriate advertising venues will be determined by us.

2.6 If you reach your monthly usage quota in any month (as defined by your anniversary date), your data service will be shaped to a lower speed e.g. 64kbps, 128kbps or 256kbps as appropriate until the commencement of the next month.

2.7 Activ8me is obligated to comply with nbn co's fair usage policy. Stringent controls are in place to maintain compliance with this policy, to ensure that both our average and maximum usage requirements are met. In support of this obligation we may place restrictions on your service at any time without notice.

In the case of the NBN Interim Satellite Services, usage above 50GB per month is deemed by NBN Co. to constitute inappropriate or excessive use and will result in suspension or cancellation of the service without notice, in order to protect the integrity of the network and the rights of other users.

In the case of the NBN Sky Muster, Activ8me will monitor usage in accordance with nbn co's Fair Usage Policy. In the event of inappropriate or excessive usage that breaches nbn co's Fair Use Policy, Activ8me shall restrict, suspend or terminate your Internet Service without notice.

For plans with under 100GB peak data - nbn co's Fair Use Policy considers 75GB or more of peak usage data usage in a four week period as excessive and a breach of its Fair Use Policy. nbn co's Fair Use Policy considers 150GB or more combined peak and off-peak data usage in a four week period excessive and a breach of its Fair Use Policy.

For plans with 100GB or more peak data - nbn co's Fair Use Policy considers 100GB or more of peak usage data usage in a four week period as excessive and a breach of its Fair Use Policy. nbn co's Fair Use Policy considers 150GB or more combined peak and off-peak data usage in a four week period excessive and a breach of its Fair Use Policy.

2.8 Activ8me may offer "Unlimited" access to specific sites or services from time to time; where we consider your use of such sites or services, or data accessed from and within such sites or services is unreasonable, then we may suspend your access to such sites or services immediately and without notice to you. We may then charge you correspondingly for some or all of the data used.

3. Telephony Services

3.1 This section applies to the use of any telephony service, for example but not limited to, NBN services including Uni-V services, VOIP services, BOS services, Phone Line services and mobile services; it applies to both Business and Personal use.

3.2 Activ8me is keen to ensure the enjoyment and availability of our Telephony services to all our eligible customers. To ensure this, we have a Telephony Acceptable Use Policy to make sure that everyone gets a fair go. This Policy limits and/or charges for excessive or unusual telephony use as detailed below.

3.3 We may monitor usage of your service for excessive or unusual usage patterns.

3.4 This Policy applies where there is a high volume of telephony usage outside of normal usage patterns or other usage which suggests irregular network access. For example, where a call remains connected for an unusually long period of time, where an unusual pattern of calls is made in a short period of time, or where an unusually large volume of calls are made.

3.5 Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users of the same or similar service. Making outbound local and/or national calls in excess of three times the average number of calls made by other users of the service per month is considered excessive use.

3.6 Unusual use includes but is not limited to:

- Use of an automated call generation program or system
- The running of a dedicated telemarketing business or call centre function
- Re-supplying or reselling the service
- Other similar activities

3.7 If we think that your usage is excessive or unusual we may refuse you access to the “Included calls” component of the service and may instead charge you our standard call charges for all calls.

This policy was last changed on 11 January 2016.