

Infinite Networks Pty Ltd

Acceptable Use and Fair Use Policy

In this Policy:

‘**Infinite**’ or ‘**Our**’ refers to Infinite Networks Pty Ltd ACN 097 243 055.

‘**You**’ or ‘**Your**’ refers to the customer.

‘**Service**’ means any service you receive from Infinite.

General: This is Infinite’s Acceptable Use and Fair Use Policy (‘**Policy**’), which forms part of Infinite’s Standard Terms and Conditions (as amended from time to time).

The purpose of this Policy is to set out the terms and conditions which apply to the use of Our Services including Your responsibilities when using Our Services, including permitted and prohibited uses.

Please read this Policy carefully prior to accessing Infinite’s network. By using Infinite’s Services, You agree to comply with the terms and conditions contained in this Policy.

This Policy applies to all customers who receive Services from Infinite. Your obligation to comply with this Policy extends to ensuring that any person You allow to use Your Service complies.

Failure to comply with this Policy (including by any person you allow to use Your Service) may result in suspension or termination of Your Service.

In the event of any inconsistency between this Policy and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.

Fair Use – Your Responsibilities: You are responsible for your actions when using our Services and You agree to use Our Services in a manner that:

- is consistent with the terms upon which we agreed to provide Our Services; and
- does not compromise the ability of others to also use Our Services.

As such, You agree not to use, or allow any person to use, a Service, in what can reasonably be considered to be:

- a breach of Infinite’s Standard Terms and Conditions or the Terms and Conditions of any other third-party service provider used by Infinite;
- likely to disrupt the provision or enjoyment of Infinite’s Services to other Infinite customers;
- a repackaging and/or re-supplying of Infinite’s Services (“on-selling”);
- designed to avoid any restrictions placed by Infinite on a Service;
- non-ordinary use; or
- otherwise unreasonable or excessive.

In addition, unless Infinite has provided written consent, You agree not to use a Service to cause network throughput that is, in Infinite's opinion, unusually high or continuous. This includes using a Service to support:

- substantial carrier or service provider data aggregation applications; or
- connections to facilitate carrier or service provider interconnection.

Responsible Use – Your Responsibilities: You are responsible for your actions when using our Services and You agree to use Our Services in accordance with the law, and in a manner that does not compromise the safety or security of others.

As such, you agree not to use, attempt to use, or allow your Service to be used to:

- do any act or thing which is illegal, fraudulent, defamatory in nature or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
- do anything, including send, store or distribute threatening, obscene or offensive materials, or engage in any form of harassment when using the Services;
- 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, system or network;
- make available online any material that is illegal, including but not limited to material that is classified, or would be classified as, RC or X under the National Classification Code made under section 6 of the *Classification (Publications, Films and Computer Games) Act 1995* (Cth) (the '**National Classification Code**');
- reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right, or in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material;
- provide unrestricted access to material online that is unsuitable for minors;
- send unsolicited bulk or commercial email, including the use of non-consenting mail relay systems;
- block or disrupt access to the internet by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to, attempting to gain unauthorised access to another computer system, unauthorised copying, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material that is protected by copyright or propagating computer viruses, worms and other types of malicious programs;
- in accessing and using the Services, use software You are legally not entitled to use, and not infringe any third-party intellectual property rights;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer; or
- authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above.

You agree You will:

- respect the privacy of others when accessing and using the Services;
- use your Service in accordance with any download or capacity limits stated within Your plan;
- clearly identify any content made available using the Services in accordance with the applicable classification guidelines and the National Classification Code or any industry code which applies to Your use of that content;
- notify Infinite immediately if Your username and password are lost, or You have reason to believe that someone other than You has access to and/or is using them. You agree to be liable for all fees resulting from use of the Services accessed through Your access information, whether authorised by You or not; and
- be responsible for:
 - A. obtaining all necessary permissions, authorisations, licenses and consents in relation to the use of any third party materials;
 - B. payment of all royalties and other fees associated with the use of such third party materials;
 - C. maintaining the secrecy and confidentiality of all access information required by You to access the Services, and You agree not to disclose to any other person, corporation, entity or organisation any access information, whether in use or not, nor any other confidential information relating to the Services; and
 - D. ensuring you secure any device or network within your control by:
 - a. the installation and maintenance of antivirus software;
 - b. the installation and maintenance of firewall software; and
 - c. securing wifi networks.

Responsible Use – Limits on Infinite’s Responsibilities: You agree that:

- Infinite do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Services and Infinite will not be held responsible in any way for any content or information accessed via the Services;
- any material that You make available online using the Services is Your own responsibility and that Infinite will accept no liability for any such material; and
- You understand that:
 - A. Infinite must comply with the *Telecommunications Act 1997* (Cth), the Australian Consumer Law and any other applicable Commonwealth, State or Territory laws or directions of law enforcement agencies that have jurisdiction over the use of internet services;
 - B. Commonwealth legislation allows the Australian Communications and Media Authority (‘ACMA’) to direct Infinite to remove from Our network and servers any content which is classified, or likely to be classified as ‘prohibited’ content. Infinite co-operates fully with all law enforcement and security agencies, including in relation to court orders relating to the interception and/or monitoring of Our network and systems. Infinite may provide information relating to You at any time without notice to You when legally required to do so. You must not prevent Infinite from taking all necessary steps to

comply with any direction of ACMA or any other law enforcement or security agency, You acknowledge and accept that Infinite reserves the right to limit, suspend or terminate Your Service if there are reasonable grounds for suspecting that You or Your Service are involved in illegal conduct or where use of Your Service is subject to any investigation by law enforcement or regulatory authorities; and

- C. Infinite disclaims all or any liability for any material on the internet that You find offensive, upsetting or defamatory and in anyway unsuitable for minors.

Breach of this Policy: Infinite reserves the right to, in its sole discretion, limit, suspend or terminate Your Service (depending on what is reasonable in the circumstances) if You are in breach of this Policy. What is reasonable in this context will depend on the severity of the breach, for example, in the event You commit a serious breach, it may be reasonable to suspend Your Service immediately without notice to You.

Infinite will take reasonable steps to inform You of Your breach and, if appropriate, give You an opportunity to rectify the breach within a reasonable period.

Infinite's right to suspend Your Service applies regardless of whether the breach is committed intentionally, by accident or by means not authorised by You, including but not limited to a virus.

In the event Your Service is suspended and the breach is not rectified by You within 14 days, Infinite may terminate Your Service.

Other Actions Infinite may take: You agree to Infinite taking any other necessary action it deems reasonable, in the circumstances, as a result of this Policy being breached (including, but not limited to):

- ceasing hosting and removing from Our network or systems any content of which Infinite receives a complaint or allegation that it infringes any third-party intellectual property rights; and
- reporting your conduct to any relevant law enforcement or regulatory authority.

Limitation on Liability: You agree to indemnifying Infinite wholly in respect of any liability arising directly or indirectly from a failure by You to observe Your obligations under this Policy.

Variation: Infinite may vary this Policy by giving notice to You by email to the email address provided by You or otherwise in accordance with the notice provisions of Your Service agreement with Infinite. Continuing to use Your Service after that notice is provided will constitute acceptance of the variation.

Effective date: 01 July 2020