

First Responder Broadband - Acceptable Use Policy

1. Purpose

- 1.1 This Acceptable Use Policy (**Policy**) aims to ensure that First Responder Broadband (**we, us, our**) is able to provide high quality services to all our customers, and that our customers do not use the Services in ways which we deem to be unreasonable or unacceptable, which may impact the operation and/or the quality or reliability of the Services.
- 1.2 This Policy is subject to, and should be read in conjunction with our standard Terms and Conditions available at www.firstresponderbroadband.com.au/legal
- 1.3 Unless otherwise defined in this document, the meanings of capitalised terms have the meaning given to them in our standard Terms and Conditions.
- 1.4 By using the part or all of the Services, you agree to comply with this Policy.
- 1.5 This Policy sets out:
 - (a) your responsibilities when you use the Services (including what we consider to be unreasonable or unacceptable use); an
 - (b) steps that we may take to monitor your compliance with and consequences from your breach of this Policy.

2. Changes to this Policy

We may change or modify the terms of this Policy at any time and these changes will be effective when posted on our website at www.firstresponderbroadband.com.au/legal. You will be deemed to have accepted any changed or additional terms if you continue to use the Services after such changes to this Policy are posted to our website. You are required to review this Policy from time to time to ensure that you are kept updated on any changes.

3. Personal and business usage

If you are a residential customer, the Services are for your personal use only. If you are a business customer, the Services are for your use in the ordinary course of your business.

4. Violation of this Policy

We may immediately limit, suspend or terminate the Services without notice if:

- (a) we determine that you (or any person who you allow to use the Services) have failed to comply with, or are likely to breach, this Policy; or
- (b) you (or any person who you allow to use the Services) use the Services for resale purposes without our prior written consent.

5. Unreasonable use

We consider your use of the Service unreasonable if you use for a purpose it is not intended for. A non-exhaustive list of further uses of the Services which we consider 'unreasonable' includes:

- (a) where you are a business customer, using the Services in a way which could not be reasonably regarded as ordinary business use;
- (b) where you are a residential customer, using the Services in a way which could not be reasonably regarded as ordinary personal use (e.g. using a residential Service for business purposes);
- (c) using the Services in a fraudulent manner;
- (d) abnormal or excessive use of the Services, which causes significant congestion or reducing our ability to provide the Services to other users of our Services;
- (e) wholesaling or reselling any Services or using the Services in connection with any device that switches or reroutes data connections potentially incurring data downloads beyond what is considered reasonable for a business;
- (f) using the Services to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on the networks in which the service is supplied on (including the third party networks that we use); or
- (g) using the Services in a way that is non-compliant with our Terms and Conditions.

6. Unacceptable use

We consider your use of the Service unacceptable if you use it in a way that is fraudulent, malicious, illegal or unlawful, or if it creates a risk to or interferes with our network or another person's safety or use of our network. A non-exhaustive list of further uses of the Services which we consider 'unacceptable' includes:

- (a) providing us with false or misleading information in order to sign up for or use the Services;
- (b) using the Services to improperly access or disclose another person's information (including personal information);
- (c) using the Services to distribute illegal, offensive or confidential material;
- (d) breaching any laws when you use the Services, including using the Services to defame, harass or abuse anyone or violate their privacy, or to distribute or make available material that is misleading or deceptive as to your identity;
- (e) infringing any person's intellectual property rights when you use the Service;
- (f) using the Services to monitor data or traffic on any network or system without authorisation;
- (g) using the Services in a way which interferes or disrupts the service, any computer system access through it or any other person's use of it;



- (h) using the Services to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- (i) using the Services in a manner that compromises the security (including introducing any virus or harmful code) or interfere with the operation of the service or any other device, system or network.

7. Spam

We consider your use of the Service unacceptable if you do not comply the *Spam Act 2003 (Cth)* and *Spam Regulations 2021 (Cth)*, including, but not limited to, acts of:

- (a) using or permitting the use of the Services accept, transmit or distribute bulk and/or unsolicited commercial electronic messages, such as messages of an advertising or promotional nature; or
- (b) supplying, acquiring, or permitting the supply, acquisition or use of software to harvest email addresses via the Service or any electronic mailing list produced by such software.

8. Your compliance

- 8.1 You must use your Services in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of those Services.
- 8.2 Where our Services allow you access to the internet, you are responsible for any use or misuse of the Services, even if they were used, with or without your consent, by another person who gains access to them.
- 8.3 You are responsible for all use of the Services, whether authorised or otherwise.
- 8.4 You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect of content which is likely to be considered unsuitable for children.
- 8.5 You must comply with any rules imposed by any third party whose content or service you access using the Services. You may not copy, publish, re-publish, re-distribute, re-communicate, or otherwise commercially exploit such content in any form or by any method whatsoever. This prohibition includes framing, linking, posting in news groups and any other form of copying unless approved by the content provider.
- 8.6 We may block access to, remove, or refuse to post any content which you attempt to post which we consider offensive, indecent, unlawful or otherwise inappropriate regardless of whether such content is prohibited by law.
- 8.7 We may monitor transmissions from your use of the Services to ensure you are complying with the terms of this Policy. We may need to disclose any findings and information (including login details, your identifying information or any other information) as required to law enforcement or regulatory authorities.

9. Breach of this Policy

- 9.1 If we deem your breach any part of this Policy to be a minor breach, we may first give you notice and/or request you to modify your use of the Services such that your use is

compliant with this Policy. If you do not modify your use of the Services, we may limit, suspend or terminate your Services without notice to you.

9.2 If we deem your breach of any part of this Policy to be a material breach, to have serious consequences to others, or remains uncorrected beyond a reasonable period after we have notified you of your breach, we may immediately and without notice to you:

- (a) limit, suspend or terminate your Services in accordance with our Terms and Conditions;
- (b) exercise any other rights or remedies under our Terms and Conditions;
- (c) implement technical measures to prevent any further breaches of this Policy;
- (d) report any conduct or activities to the applicable law enforcement or regulatory agencies; or
- (e) take any other action we deem necessary.