



Fair Use Policy

This Policy aims to ensure all Customers of a Red Broadband Service are entitled to receive their Service without disadvantage imposed from the actions and behaviours of other Customers and end users, including the assurance of the integrity and security of the network infrastructure that Red Broadband uses to maintain and deliver the Service to the benefit of all Customers and end users.

This Policy is applicable to all Customers and end users of a Red Broadband service. Agreement to this Policy is effective as of acquiring the Service or using the Service. Red Broadband reserves the right to review and change the Terms of this Policy at any stage in which it would be reasonable for Red Broadband to do so.

Customer Responsibilities

Every Customer and user of the Service is responsible for their actions and behaviour in using Red Broadband Services, in addition to being responsible for operation of any networks, systems or applications used to access or run in conjunction with our Service. Should any actions or behaviour as outlined above breach this Policy, suspension or termination of Service features may occur.

Additionally, Customers are responsible for the use of their acquired service by any and all end users that may utilize the Service. Behaviour and actions that may breach this Policy as outlined may find the Customer responsible for such an event, as well as any repercussions arisen as result of the breach of Fair Use.

Acceptance of Fair Use

Customers and end users who accept the Terms of Fair Use acknowledge that Red Broadband is not responsible for the content of the Service, and that the use of the Service is at the risk of the end user. This acknowledgment also includes that transmitting any data via the Internet is not necessarily secure or confidential and any such transmission is attempted at the end users own risk.

Acceptance of this Policy also acknowledges that Red Broadband is not liable for any unsolicited or unwanted information disseminated to the end user via the Service. This acknowledgement also includes the assertion that the Internet is not controlled by Red Broadband, and consequentially any harmful material (including viruses, malicious programs and software) or damages and/or loss to data caused by material access on the Internet does not incur Red Broadband to be liable for such events.

NBN/Third Party Providers

Red Broadband may also require all Customers and end users of the service to comply with rules outline by our upstream suppliers or third party property holders for which the Service is used to access. Should a supplier or third party provider consider use or access in this manner to be in breach of this Policy, this may result in the suspension, or



termination, of some or all features of the service at the investigation and discretion of Red Broadband.

Unfair Use

Red Broadband may refer to this Policy in the event or events in which your participation of the service is deemed to breach the terms detailed in this Policy (including failure to comply with the Policy at large), is deemed unlawful, malicious or otherwise unreasonable by Red Broadband. Failure to adhere to this Policy may result in the suspension, or termination, of some or all features of the service.

Examples of non-compliant behaviour include, but is not limited to, the outlined behaviour below:

- a) breach any law, code or standard;
- b) transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or violates the privacy of another party;
- c) distribute communication to a person or group who has indicated that they do not wish to receive the communication from the Customer;
- d) store, send or distribute any content which is restricted, prohibited or unlawful under any applicable law, or that is likely to offend a reasonable person;
- e) send or distribute unsolicited advertising or bulk messages not in accordance with the Spam Act 2003;
- f) do anything which incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- g) gain unauthorised access to a person's private or personal information or a company's commercially sensitive information (or attempt to do either);
- h) use another person's name, username or password or attempt to gain access to the account of any person;
- i) provide false, misleading or deceptive information about yourself or your business to us or any other person in relation to your use of the Services or in order to gain access to a Service or a Service feature;
- j) infringe any person or company's intellectual property or other rights;
- k) compromise the security or integrity of any network or system;
- l) access, download, store, send or distribute viruses, spy software or other harmful material;
- m) interfere, restrict or disrupt Services or any other person or company's use or enjoyment of Services;
- n) use the Service to communicate with emergency service organisations where an emergency situation does not exist;
- o) disguise the origin of a use or communication;
- p) access, monitor or use any data or traffic on any systems or networks without authority;
- q) attempt to probe, scan or test the vulnerability of any data, system or network;
- r) use the Services for the purposes of arbitrage;
- s) overload any network or system including our infrastructure, network and/or systems;



- t) tamper with, hinder the operation of or make unauthorised modifications to any network or system;
- u) authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

Commercial Use

Use of Red Broadband Services to resell or re-supply the Service, or wholesale supply other Service (e.g refile, transit, or aggregate domestic/international traffic) over our network will be considered unreasonable for terms of Fair Use and in breach of this policy. Additionally, residential broadband plans are for personal use only and are not permitted for commercial use. Any action or behaviour on a residential broadband plan that would not be reasonably regarded as personal use may result in breach of this Policy