

MOBILE SERVICES

This Acceptable Use Policy (Policy) applies to all users (Customers) of a mobile voice and mobile broadband service (Service) provided by Exetel Pty Ltd ABN 35 097 986 546 ("Exetel") who have entered into an agreement (Agreement) with Exetel for such service.

Under the Agreement, the Customers have agreed to comply with this Policy.

This Policy outlines certain prohibited uses of the Service and the consequences which may flow from a violation of this Policy.

All terms used in the Policy which are not expressly defined will have the same meaning as in the Agreement.

This Policy comes into effect immediately for new subscribers, and for existing customers, 21 days after notice of this Policy has been provided. Such notice may be emailed, sent or posted on the Exetel website and will be considered provided once such action has occurred.

Exetel reserves the right to vary the terms of this Policy from time to time.

Note about unlimited usage: Exetel mobile services are offered and supplied for ordinary personal or business use only – see clause 6 of the Agreement. Where we offer a service (or a part of a service) as unlimited, nothing in this Policy limits the amount of your ordinary personal or business use of that service. However, Exetel has identified a number of non- personal, commercial and even fraudulent practices that are often associated with extreme levels of voice calls and SMS. To protect Exetel and to offer the Customers the best value, Exetel may take steps to validate that an extreme voice call/SMS level is not the result of such practices.

1. Mobile Acceptable Use Policy

The purpose of our Mobile Acceptable Use Policy is to ensure that all our customers

- a. can access our services; and
- b. do not use our services in a manner that we consider 'unreasonable' or 'unacceptable'.

In addition, the Mobile Acceptable Use Policy sets out your responsibilities when you use the internet, including any content which you publish online or by email. It also confirms steps we may take to ensure and monitor compliance with this policy as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies.

In addition, this Policy sets out the responsibilities of the Customer when it uses the internet, including any content which the Customer publishes online or by email. It also confirms steps Exetel may take to ensure and monitor compliance with this Policy as well as setting out the responsibilities of Exetel to comply with directions from regulatory and other law enforcement bodies. This Policy applies to all of the mobile services offered by Exetel.

Exetel reserves the right to vary the terms of this Policy from time to time.

Exetel may rely on this Policy where the usage of the Service by the Customer is unreasonable or unacceptable.

2. General

If you are a residential customer our services are for your personal use only.

If you are a business customer, including a small to medium business customer, our services are for your use in the ordinary course of business.

You may not use the service in a manner which is 'unreasonable' or 'unacceptable'.

3. Unreasonable use

We consider your use of the service unreasonable if you use it in a manner which is other than it was intended for. Here are some examples of uses which we consider 'unreasonable'. This is not intended to be an exhaustive list:

- a. if you are a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use (e.g. a residential product cannot be used for commercial purposes);
- b. if you are a business customer, including a small to medium business customer, using the service in way which could not be reasonably regarded as ordinary business use;
- c. using the service for fraudulent purposes;
- d. abnormal or excessive use of back to base services;
- e. SIM boxing or using the service in connection with a device that switches or re-routes calls or SMS's to or from our suppliers network to another carrier's network;
- f. wholesaling any service or using the service in connection with any device that switches or reroutes calls potentially keeping a line open for hours or that sends bulk SMS's;
- g. using the service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
- h. Calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card);
- i. using the service for the purposes of arbitrage;
- j. using the service in connection with a device that automatically dials numbers or sends SMS's either from a list or are generated randomly;
- k. using the service to make or receive calls on our suppliers network for the purposes of resale, resupply or commercial exploitation;
- l. using the service for call centre usage;

- m. using the service for telemarketing;
- n. using the service for bulk messaging of any nature;
- o. using the service for application-to-person communication;
- p. using the Service for re-supply or continuous call forwarding;
- q. using the Service for auto-dialling;
- r. using the Service for machine to machine or IoT (Internet of Things) communications (including by using the Customer's SIM in any other device) or to facilitate MVOIP or SMSIP delivery (for example, as an alternative to standard circuit switched voice calls or standard SMS messages);
- s. using the Service for Cellular Trunking Units (CTUs);
- t. downloading software or other material for sale, distribution or other non-personal use;
- u. attempting to make more than one simultaneous connection to the Service;
- v. using the Service in fixed or portable alarm systems (including medical alarms and fall detectors for example), GPS/tracking devices;
- w. using calls or texts which aren't standard person-to-person communications; or
- x. using a 'mobile voice' SIM card in a non 'mobile voice' device.

4. Unacceptable use

The Customer may not use the Services in any manner which improperly interferes with another person's use of the Services or for illegal or unlawful purposes. The Customer may not use any equipment or devices on Exetel's Supplier's Network (including SIM cards) which have not been approved by Exetel. Exetel considers the use of its services or unauthorised equipment in this way to be unacceptable.

Here are some examples of uses which Exetel considers to be 'unacceptable'. This is not intended to be an exhaustive list: if the Customer provides Exetel with false user information to use the Service;

- a. using any equipment or device (including SIM card) on Exetel's Suppliers Network which has not been authorised by Exetel;
- b. using the Service to send unsolicited or unwanted commercial electronic messages (including, but not limited to email, SMS and MMS) to individuals or businesses;
- c. using the Service to gain improper access to another person's private or personal information;
- d. using the Service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- e. using the Service to defame, harass or abuse anyone or violate their privacy;
- f. contravening any applicable laws when the Customer uses the Service;
- g. using the Service to communicate with emergency service **organisations** where an emergency situation does not exist;
- h. using the Service to distribute or make available material that is misleading or deceptive as to the identity of the Customer;
- i. infringing any person's intellectual property rights, including copyright, when the Customer uses the Service;
- j. using the Service to monitor data or traffic on any network or system if the Customer does not have the

authorisation of the owner of the network or system to do so;

- k. using the Service in a way which interferes or disrupts the Service, any computer system access through it or any other person's use of it;
- l. using the Service to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- m. using the Service in a manner designed to compromise the security or interfere with the operation of the Service or any other computer, system or Network.

5. Customer use of the Internet

Where Exetel products and services allow the Customer access to the internet, the Customer is responsible for any use or misuse of the Services, even if they were used, with or without the consent of the Customer, by another person who gains access to them.

The Customer is responsible for all risks associated with use of an Exetel Service. Exetel does not bear any responsibility or liability relating to use of the internet by the Customer.

The Customer is responsible for any content it publishes online or via email. Exetel encourages the Customer to use appropriate warnings and precautions in respect of content which is likely to be considered unsuitable for children.

The Customer must comply with any rules imposed by any third party whose content or service it accesses using the Service. The Customer 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.

Exetel may block access to, remove, or refuse to post any content which the Customer attempts to post which Exetel considers offensive, indecent, unlawful or otherwise inappropriate regardless of whether such content is actually unlawful.

Exetel may be directed by a regulatory or other law enforcement body to remove content from its servers or to prevent users from accessing content from the Internet. Exetel may also be required to remove copyright materials from its servers or to prevent users from accessing copyright materials from the Internet by a copyright owner.

6. Monitoring Compliance

Exetel is under no obligation to monitor Customer transmissions or any content the Customer publishes using the Service. However, Exetel may from time-to-time monitor transmissions or published content to protect its Network, Exetel's other customers and the general public as well as to ensure that the Customer is complying with the terms of this policy.

Exetel may need to disclose any findings as required to regulatory authorities.

Exetel takes active steps to minimise the amount of spam on its Network, which may include:

- a. restricting the Customer's ability to forward emails
- b. limiting the Customer's access to the Service to a closed user group relevant to the Customer's use of the Service
- c. requiring the Customer to rectify any misconfigured mail and / or proxy servers

Exetel may provide the Customer's username, IP address or identifying material to law enforcement authorities when required to do so.

7. Extreme levels of Voice Calls/SMS

A high level of voice calling/sending SMS is not, of itself, a breach of this Policy. Where Exetel offers the Customer an unlimited personal use calls/SMS, that's what the Customer is entitled to.

But where Exetel detects very unusual call/SMS levels, Exetel may take steps to minimise the risk of non-permitted and even fraudulent use.

Exetel will not necessarily pre-publish full details of any such measures because doing so may render them ineffective, but they may involve requesting the Customer to contact Exetel's support team to confirm that extreme call/SMS volume relates to personal use. Please respond promptly to any such request, so Exetel can ensure there is no temporary impact on the Service.

8. Breach of the Exetel Mobile Acceptable Use Policy

If the Customer breaches any part of this Policy Exetel will, generally speaking, contact the Customer and, if appropriate, ask the Customer to modify its use of the Service. If the Customer does not modify its use of the Service, Exetel may:

- a. suspend the Customer's access to the Service indefinitely or for a specific period
- b. place time or download limitations on the Customer's use of the Service
- c. terminate the Customer's access to the Service and refuse to provide the Service to the Customer or its associates in the future.
- d. charge the Customer on a pay-as-you-go basis, by notice to the Customer

However, in certain circumstances such as illegality, Exetel reserves the right to suspend or cancel the Service immediately and without notice to the Customer.

If the Service to the Customer is suspended, the Customer will forfeit any remaining credit at the time when the Service is suspended. Once a Service is suspended or terminated, Exetel can review the case (upon request) and may offer to provide a refund or re-enable the Service depending on the circumstances of the case.

Where Exetel has a right to suspend the Customer's account or the provision of a Service, then:

- a. any expiry date applicable to the credit expiry period or the Plan will not be affected by such suspension;
- b. any suspended Service will retain its mobile number;
- c. Exetel may not process any porting request in relation to the suspended account or Service during the period of suspension; and
- d. If the Customer's account is not reactivated within six months from the date of suspension, Exetel may place the account in a deactivated state.

Exetel may disconnect the Customer's account permanently if it enters a deactivated state. If this happens all unused value or credit allocated to that account is forfeited and the mobile number will be quarantined.

Exetel may seek written assurances from users that they will cease using a Service in a way that violates this Policy.

Exetel is not liable for any damages of any nature whatsoever suffered by any user or any third person resulting in whole or in part from Exetel's exercise of its rights under this Policy.

Upon cancellation of an account, Exetel is authorised to delete any files, programs, data and email messages (where the Customer has an Exetel-supplied email address) associated with the account.

If Exetel considers that the Customer is in breach of Section 4 of this Policy (Unacceptable Use), Exetel may, in addition to other steps set out above:

- a. place the Customer in a separate pool of users with similar usage patterns in order to free up resources for other users;
- b. inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and
- c. where permissible at law, delete or edit any of the Customer's Data (including webpage content) stored on Exetel's computer systems.

If the Service to the Customer is suspended due to a breach of this Policy, the Customer will not be able to make or receive calls and the Customer will only be able to dial 000 or 112 to contact emergency services. The Customer will be able to port (transfer) its number to a different provider.