



www.qured.com.au 02 8325 0111

Qured ACCEPTABLE USE POLICY

1. PURPOSE OF THIS POLICY

Qured's Acceptable Use Policy aims to ensure Qured can provide the highest quality services to all customers in compliance with the law and industry best practice, and that no customer or user of a network is disadvantaged by the behaviour of others.

2. WHEN DOES THIS POLICY APPLY?

This policy applies to all Qured customers. By using any Qured service, customers agree to comply with the terms of this policy. Qured may rely on this policy where a customer's use of services is:

1. Not in accordance with this policy; and/or
2. Reasonably considered to be use outside the purposes of the relevant Plan.

3. GENERAL RESPONSIBILITY FOR BEHAVIOUR

Every Qured customer is responsible for their usage of the Qured network and any systems accessed via our services. Any act that endangers any person or the security of the Qured Network, systems or equipment means a customer's access to a service may be restricted, suspended or terminated in accordance with the Agreement.

When using any of Qured services, customers must comply with any rules imposed by any Third Party from which a customer accesses content.

All customers agree that they will not use, attempt to use or allow their service to be used to:

- a) Contravene any applicable law, code or standard;
- b) Defame, harass or abuse anyone or violate their privacy;
- c) Infringe any person's intellectual property or other rights;
- d) Compromise the security or integrity of any network or system;
- e) Access, download, store, send or distribute viruses or other harmful material;
- f) Interfere, restrict or disrupt services or any other person's use or enjoyment of services;
- g) Store, send or distribute any content which is restricted, prohibited or unlawful under any applicable law, or that is likely to be offend a reasonable person;
- h) Do anything which incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- i) forge header information, email source address or other user information;
- j) Access, monitor or use any data, systems or networks without authority;
- k) Attempt to probe, scan or test the vulnerability of any data, system or network;
- l) Send or distribute unsolicited advertising, bulk messages or breach the Qured SPAM policy;
- m) Overload any network or system including Qured network and systems;
- n) Use another person's name, username or password or attempt to gain access to the account of any person;
- o) Tamper with, hinder the operation of or make unauthorised modifications to any network or system; or

- p) Provide false, misleading or deceptive information to Qured or any other person; or
- q) Authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

If a customer fails to comply, Qured may suspend or cancel a customer's use of some or all services.

4. UNREASONABLE USE

Qured considers customer use of a service, plan inclusion and/or offer to be unreasonable if accessed or utilised for any non-ordinary purpose or if the Plan is for a household or personal use only, but is instead used for commercial purposes without first gaining written consent from Qured.

Qured may give or withhold consent, or give consent subject to any conditions, at Qured's sole discretion.

Non-ordinary purpose may include:

- a) Running a telemarketing business or call centre;
- b) Re-supplying or reselling the service;
- c) Wholesale of any service (e.g. transit, refile or aggregate domestic or international traffic) on the Qured network;
- d) SIM boxing or using the service (including any Qured SIM card) in connection with a device that switches or re-routes calls to or from the Qured network or the network of any supplier; or
- e) Any other activity which would not be reasonably regarded as Ordinary Use.

Qured also considers customer use of the service to be unreasonable if:

- a) Usage of the service unreasonably affects other customers' access to the network; or
- b) A customer sets up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the service.

5. REGULATORY AUTHORITIES

Qured co-operates fully with all empowered law enforcement and security agencies and has a requirement to assist law enforcement agencies as a condition of our CSP obligations. Qured may be required to comply with law enforcement requests at any time without notice to customers, but in doing so will act in accordance with our legal obligations.

6. ILLEGAL CONTENT

Customers are responsible for determining the content and information they choose to access when using any Qured service. For more information about content filtering, please refer to the Internet Industry Association's website: <http://www.ii.net.au/index.php/initiatives/family-friendly-filters.html>

Customers are responsible for any content stored, sent or distributed on or via the Qured Network and systems including content posted on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. Customers must not use services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Australian law.

Furthermore failure to comply with these requirements may lead to immediate suspension or termination of all or part of a service without notice.

Qured is required by law to refer a customer to the Australian Federal Police if Qured has reason to believe a Qured service has been used to access child pornography.

7. CHANGES

Qured may reasonably vary this policy in line with notice provisions of an applicable service agreement with Qured. Continued use of services after the change takes effect will constitute acceptance of the variation.