

Fair Use Policy

Purpose

Our customers should be able to use our services to express themselves and share information. We also believe that there should be certain rules on how services are used to ensure:

- we protect the safety and rights of other users and Aussie Broadband
- that our services aren't used in an unreasonable or unacceptable manner to safeguard the quality of service for our customers and other users of our wholesale providers

Our Fair Use Policy explains what those rules are and what action we may take if you breach them.

Definitions

Aussie Broadband – refers to Aussie Broadband Limited (ACN 132 090 192) and any other subsidiary companies of Aussie Broadband, such as Wideband Networks

Customers – all customers of Aussie Broadband including residential, small business, corporate, and enterprise

Services – applies to all services that we supply including internet, fixed phone, mobile phone, VoIP, Fetch TV, and mobile data services

Spam – unsolicited electronic messages with an “Australian Link”, as per the [Spam Act 2003](#)

You – the account holder and anyone the account holder has authorised to access the internet via their account

Respecting others

Every person should be able to use the internet freely and safely. You must not use our services to:

- promote or threaten violence towards anyone
 - abuse or harass anyone, for example by making offensive, misleading or menacing comments (this includes to our staff)
 - encourage hate, for example by making racist, sexist or discriminatory comments
 - create a risk to the health or safety of any person
 - use our service to send unsolicited or unwanted commercial electronic messages (Spam) to individuals or businesses
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Respecting the law

You must not use your services for anything illegal or unlawful. This includes, but is not limited to:

- providing us with false account information
- hacking or gaining improper access to someone else's information
- send, or assist in the sending of Spam, or otherwise breach the *Spam Act 2003* (Cth)

- transmission or storage of data infringing Australian laws, including pornography and viruses
 - contravene any applicable laws, including infringing copyright laws
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Respecting Aussie Broadband and our suppliers

You must not use your service for anything that would adversely affect Aussie Broadband's network, reputation, or customer base. This includes, but is not limited to:

- using our services in a manner which is 'unreasonable', 'unacceptable', or exceeded 'ordinary use'
 - resupplying our services or products to others without our consent
 - using services for other than their intended purpose, such as using a home broadband service for commercial or non-domestic purposes
 - using your service in a way that causes or may cause interference, disruption, congestion or more generally sub-optimal network performance
 - using your service in a way that breaches our wholesale agreement with the NBN or any other 3rd party suppliers
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Respecting your broadband data limits (if you have them)

If you have a data-limited plan and you exceed your data use, you will be "shaped" to either 256Kbps/ 256Kbps (pre-2018 plans) or 1Mbps/ 1Mbps (post-2018 plans) with no additional data charges.

You may elect to keep your connection at full speed and pay an additional fee for either data blocks (pre-2018 plans) or an upgraded plan (post-2018 plans).

If you are exceeding the limit frequently, we urge you to look at a higher data plan. These plans will provide you with a better experience for what you're doing.

Technology specific requirements

In addition to the above, the following applies to specific services:

NBN Fixed Line and Fixed Wireless services:

Examples of activities that *may* be seen as unfair use include:

- use of the NBN Infrastructure or NBN Ethernet in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance. This includes whether the use would be deemed as unreasonable or exceeding ordinary use for the account type; for example, a residential product being used for business or commercial purposes.
- undertaking (or attempting to undertake) any of the following activities without authorisation
 - disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks or flooding a network
 - probing, scanning or testing the vulnerability of a system or network

- breaching the security or authentication measures for a service or network
- servicing more than one premise with a single connection

Mobile services:

Examples of activities that **may** be seen as unfair use include:

- usage that would be deemed as unreasonable ordinary use for the account type; for example, a residential product being used for business or commercial purposes
- using a 4G Failover service as your primary data service for a period of time beyond which a Fixed line connection may be unavailable
- combining multiple users' traffic via our network (e.g. using your service as a wi-fi access point for multiple users to join)
- using services that switch or reroute calls to or from the network
- setting up a switch device which overcomes time cap on free or flat call rates, thus limiting the ability for other customers to access the network

What happens if you breach this policy?

If we think you have breached this policy, we can act. This includes:

- looking into the breach (which may or may not involve contacting you)
- requesting that you change the way you use our services
- issuing a formal warning
- restricting your access, with or without notice
- suspending or ending your service, with or without notice

If we think you have broken the law, we will report you to the police and give them your personal information (see more in our [Privacy Policy](#)).
