

# Acceptable Use Policy

AGL Telecommunications





# AGL Telecommunications Acceptable Use Policy

By using any **AGL Telecommunications** service, as part of our Standard Form of Agreement (**Customer Terms**), you agree to comply with the terms of this Acceptable Use Policy. Defined terms have the meaning given to them in the Customer Terms available [here](#).

## Purpose

Our Acceptable Use Policy ensures all our customers have access to their services, and to safeguard the security and integrity of the networks we use and the quality and reliability of our services. You also need to comply with rules required by our upstream suppliers or third party content providers.

## Application

Our Acceptable Use Policy ensures that you don't use your AGL Telecommunications service **unreasonably**, but in a **lawful, fair and responsible way**. 'Unreasonable use' means use that's **unintended, unacceptable or excessive**. These obligations also extend to anyone who uses your AGL Telecommunications service, whether with or without your consent.

An AGL Telecommunications service may include a mobile, fixed phone or data (using the **nbn**<sup>TM</sup> network or ADSL or mobile broadband) service.

If you're a **residential customer**, our services are for your **personal use** only.

If you're a **business customer**, our services are for your use in the **ordinary course of business**.

## Unintended use

You mustn't use any AGL Telecommunications service in an **unintended way**. Your use of a service will be considered unintended if you use it in a way which **isn't for the purpose of what the service was intended for**, such as for personal use (if you're a residential customer), or for ordinary business use (if you're a business customer).

Unintended use includes the following:

- a. using the service in a way that a reasonable person wouldn't regard as ordinary;
- b. if you're a residential customer, using the service in a way which isn't reasonably regarded as ordinary personal use (e.g. using a residential service for commercial purposes);
- c. if you're a business customer, using the service in way which isn't reasonably regarded as ordinary business use;
- d. using the service for re-supply to another person or in a way that an ordinary person would reasonably regard as commercial use, unless your service was described to be used for commercial purposes; or
- e. using the service fraudulently or for the purposes of arbitrage or which commercially disadvantages AGL Telecommunications, eg by using, promoting or enabling the re-purposing of the service for excessive or automated re-routing, SIM boxing, line holding, auto-calling or continuous call forwarding, spam or bulk messaging, disguising the origin of a use or communication, monitoring calls, data or traffic, or for anything which is not standard person-to-person communication.

## Unacceptable use

You mustn't use AGL Telecommunications services in an **unacceptable way**. Your use of a service will be considered unacceptable if you use the service, or any equipment or device (which has not been

approved by us) with a service, for any **fraudulent, malicious, illegal or unlawful purpose** or in any way which **creates risks** to the performance, security or integrity of any network or system or to the health or safety of any person, or **improperly interferes** with the network or another person's use of our services.

Unacceptable use for any **fraudulent, malicious, illegal or unlawful purpose** includes the following:

- a. procuring or using a service with a fraudulent or false identity, or using the service for fraudulent purposes;
- b. using the service in any way to gain an improper or illegal access to another person's private, personal, commercially sensitive or confidential information;
- c. infringing any person's intellectual property or other rights;
- d. using the service to send unsolicited or unwanted commercial electronic messages not in accordance with, or otherwise in breach of, the *Spam Act 2003* (Cth) and *Spam Regulations 2004* (Cth);
- e. using the service in any way to store, send, distribute, publish or make available any indecent, obscene, offensive, menacing, pornographic, illegal, defamatory or confidential material, or material that incites violence or hatred against any person or class or persons or which could give rise to civil or criminal proceedings;
- f. doing any act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or other requirement of any other competent authority; or
- g. authorising, aiding, abetting, encouraging or inciting any other person to do or attempt to do any of the above.

Unacceptable use that **creates risk to, or interferes with, our network or another person's use or their safety** includes the following:

- a. using any equipment or device (including a SIM card) on our network which has not been authorised by us. However, BYO routers and mobile devices used with SIM-only plans are permitted in accordance with the Customer Terms;
- b. adversely affecting another person's use of or access to the service or the network;
- c. abnormal or excessive use of your service which may result in significant network congestion or disruption;
- d. compromising the security or integrity of any network or system, or causing interference, disruption, congestion or sub-optimal network performance;
- e. probing, scanning or testing the vulnerability of a network or system, or breaching the security or authentication measures for a network or service; or
- f. accessing, downloading, storing, sending or distributing viruses, spy software or other harmful material; or
- g. authorising, aiding, abetting, encouraging or inciting any other person to do or attempt to do any of the above.

### **Excessive Use (mobile services only)**

You must not use your AGL Telecommunications mobile service in a way that is **excessive**. Unless the terms and conditions of your service says otherwise, we consider 'excessive' use to be usage of more than:

- 4000 minutes of mobile calls made per month per service;
- 4000 SMS/MMS messages sent per month per service; or
- 3 GB of data above your included plan allowance.



We may at any time change the volumes considered excessive on our mobile plans. If this is the case, we'll notify you in accordance with the Customer Terms.

## Internet Use

Where your AGL Telecommunications service allows you to access the internet, you must ensure your access or use of the Internet (whether by yourself or by any third party who uses your service with or without your consent) is lawful and is not in breach of this Acceptable Use Policy.

We may, in our discretion or where directed by a regulatory or other law enforcement body, 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 actually unlawful. However, we have no obligation to proactively review or to remove content.

We may also be required by a copyright owner to take down or remove infringing material from our servers or to prevent users from accessing such infringing material from the Internet.

## Breach of the Acceptable Use Policy

We reserve the right to apply our Acceptable Use Policy at our **discretion** and on a case-by-case basis. We are **not liable** for any **damages** of any nature whatsoever suffered by you or any third person resulting from the exercise of our rights under this Acceptable Use Policy.

If you **breach** any part of this Acceptable Use Policy, unless we're prohibited by law or need to take urgent action, we'll contact you and, if appropriate, ask you to modify your use of the service. However, where we need to take urgent action such as for illegality, or non-ordinary use, or if you don't modify your use of the service within a reasonable period of time, we reserve the right to suspend or cancel your service immediately and **without notice** to you.

We may also inform appropriate government and regulatory authorities of suspected illegal or wrongful conduct, and take any other action we deem appropriate, including taking action against offenders to recover our costs and expenses.

Upon cancelling your service, we reserve the right to delete any files, programs, data and email messages (where we've supplied you with an email address) associated with your account. We may charge a reconnection charge following action under this Acceptable Use Policy unless it resulted from our mistake.

## Your responsibility for maintaining security

While we make reasonable efforts to ensure the security of our network, we can't and **don't guarantee** that viruses and other detrimental programs will not be distributed via our network.

You're responsible for **maintaining the security** of your AGL Telecommunications service, including protecting your computer, devices and any connected networks against higher level computer programs (such as viruses, worms, trojans and other malicious programs) and lower level Denial of Service (DOS) attacks that can be distributed or propagated via the internet, including email. Such protection methods may include firewalls, an appropriate policy regarding email attachments, and the latest virus scanning software.

## Changes to our Acceptable Use Policy

We may change our Acceptable Use Policy from time to time in accordance with the Customer Terms. If we're required to notify you of a change, continued use of your AGL Telecommunications service after such notice will mean that you agree with the change.



## Report a breach

If you suspect a breach of our Acceptable Use Policy, let us know by calling 1300 361 676.

**nbn**<sup>™</sup>, nbn co and other **nbn**<sup>™</sup> logos and brands are trade marks of nbn co limited and used under license. The AGL logo is a trade mark of AGL Energy Limited and used under license. Southern Phone Company Limited ABN 42 100 901 184 trading as AGL Telecommunications.