



Acceptable Use Policy

Date: 26/09/2017

Revision: 2.12.4

Purpose

This Acceptable Use Policy (AUP) clearly defines the rules which apply to use of our services including your responsibilities, permitted and prohibited use of services. Compliance with this Policy ensures your ability to use and enjoy our service to its optimum use.

Application

This Policy applies to all customers who acquire Internet Services from us. Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use your service also complies with this Policy.

Your failure to comply with this Policy (including by any person who you allow to use your service may lead to the suspension or termination of your service. We reserve the right to change this Acceptable Use Policy at any time and notify you by email to your nominated email address and we encourage you to review this Policy periodically because it may change from time to time.

1. ABOUT THE POLICY

- 1.1. As part of our aim to provide a quality service at a reasonable price to all our users, the Acceptable Use Policy has been implemented to ensure that each subscriber's use of the Service:
 - a) meets legal requirements;
 - b) does not unreasonably interfere with other subscribers; and
 - c) does not unreasonably impact on our ability to provide the Service.

- 1.2. In this document, the following words have these meanings:

you refers to a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;

Policy means this document, as may be amended by us from time to time on 21 days notice;

Service means any service provided by us, together with associated services and software such as email facilities, web space and customer support.

2. WHEN THIS POLICY COMES INTO EFFECT

2.1. This Policy applies immediately if you are a new subscriber to the Service. For current users, this Policy applies 21 days after notice of this Policy is given to you by posting the Policy on our website. If any changes are made to this Policy by us, these changes come into effect 21 days after we give you notice of the changes by sending you an email and posting an updated version of the Policy on our website.

3. SECURITY AND PASSWORDS

- 3.1. You must keep confidential the password you use to subscribe to the Service. You remain responsible for any use of the Service made using your password.
- 3.2. You must not attempt to obtain unauthorised access to any computer system, including unauthorised access to our system (for example, by attempting to use the account of another user).
- 3.3. You must not participate in any attempt to cause any computer system (including our system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.

4. ILLEGAL AND INFRINGING USE

- 4.1. You must not use the Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes, without limitation:
 - a) fraudulent, deceptive or illegal activity;
 - b) infringement of copyright, trademarks or other intellectual property rights;
 - c) infringement of laws relating to censorship and classification of material;
 - d) using the Service to create, forward or distribute defamatory statements.

5. INAPPROPRIATE USE OF RESOURCES

- 5.1. The Service excludes the:
 - a) use scripted or AI software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
 - b) attempt to make more than one simultaneous connection to the Service;
 - c) stay connected to the Service continuously for an unreasonable amount of time;
 - d) run a telemarketing business or call centre;
 - e) re-supply or resell the service;
 - f) a ratio of inbound to outbound greater than 1:2;
 - g) a ratio of outbound to inbound greater than 1:2;
 - h) the use, sale or engagement of illegal activities defined by Australian law;
 - i) reconstructing or modifying the software or service;

6. WHAT HAPPENS IF YOU BREACH THIS POLICY?

- 6.1. If we believe on reasonable grounds that you have breached this Policy, we may (but are not obliged to) take one or more of the following steps:
- a) suspend your access to the Service indefinitely or for a specific period
 - b) place time or other limitations on your use of the Service;
 - c) terminate your access to the Service and refuse to provide the Service to you or your associates in the future.
- 6.2 If your service is suspended in line with 6.1 you will forfeit any remaining credit at the time when your service is suspended. Once a service is suspended or terminated, we may review the case (upon request) and may offer to provide a refund or re-enable the service depending on the circumstances of the case.
- 6.3. If we consider that you are in breach of Section 5 of this Policy (Inappropriate Use of Resources), we may, in addition to other steps set out above, place you in a separate pool of users with similar usage patterns to free up resources for other users; inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and, where permissible at law, delete or edit any of your data (including webpage content) stored on our computer systems.
- 6.4. If your service is suspended due to a breach of this Policy you will not be able to make or receive calls this will also restrict your ability to dial 000 or 112 to contact emergency services.

Contact: 1300 663 222

Email: info@vocphone.com

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