

## 1. INTRODUCTION

- 1.1 In this Policy:  
"you" and "your" mean the Customer;  
"Pentanet", "we", "us" or "our" mean Pentanet Limited (ABN 29 617 506 279); and  
"Pentanet Network" means the network owned by Pentanet, including the network of any service provider from whom Pentanet acquires a service for the purpose of resale, also including websites operated by Pentanet.
- 1.2 The following is Pentanet's Fair Use Policy for all users of the Pentanet Network, including wholesale customers, their end users, and any other person using the Pentanet Network (referred to generally as "users")
- 1.3 At Pentanet, we aim to consistently provide quality services to all, ensuring none of our customers are unfairly disadvantaged by the behaviour of others. We have crafted this fair use policy to clearly outline:
- (a) your responsibilities when using our service;
  - (b) what we consider to be unreasonable, unfair or unacceptable use of our services;
  - (c) the steps we take to ensure and monitor compliance; and
  - (d) the measures we have in place to safeguard the security and integrity of the infrastructure and systems which we use to deliver services to our customers.

## 2. APPLICATION

- 2.1 This policy applies to all our services and forms part of Pentanet's Customer Relationship Agreement (CRA) and Pentanet's Wholesale Broadband Agreement (WBA).
- 2.2 Upon our acceptance of your application for services, you are bound by Pentanet's CRA including this Fair Use Policy.
- 2.3 We may rely on this Policy where a customer or other end users' use of the service is:
- (a) not in accordance with this Policy; and/or
  - (b) reasonably considered to be use outside the intended purposes of the relevant plan.
- 2.4 We reserve the right to vary the terms of this Fair Use Policy at our sole discretion from time to time. Please visit:  
[www.pentanet.com.au/additional-resources/](http://www.pentanet.com.au/additional-resources/) for the most current Fair Use Policy.
- 2.5 Pentanet may 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 unlawful.

- 2.6 Pentanet may be directed by a regulatory or other law enforcement body to remove content from our servers or to prevent users from accessing content from the Internet.

- 2.7 If requested by law enforcement authorities, we may provide your username, IP address and/or other identifying material if required, in accordance with our Privacy Policy.

- 2.8 We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the Internet by a copyright owner.

- 2.9 We may take steps to minimize the amount of spam on our network, this may include:

- (a) restricting your ability to forward emails;
- (b) limiting your access to the service to a closed user group relevant to your use of the service;
- (c) requiring you to rectify any misconfigured mail and/or proxy servers.

- 2.10 If your use of the service is considered unreasonable, unfair or unacceptable we will notify you via email, requesting you reduce your usage of the service.

- 2.11 If your use of the service is not reduced after our first request, we will contact you a second time, requesting your usage be reduced.

- 2.12 If your use of the service is not reduced after two requests, we will issue a final request, advising the service will be terminated after 7 days if your usage is not reduced.

- 2.13 In certain circumstances such as illegality, or non-ordinary use, we reserve the right to suspend or terminate your service immediately and without notice to you.

- 2.14 Upon termination of a service, we are authorised to delete any files, programs and data associated with the service.

- 2.15 Pentanet is not liable for any damages of any nature suffered by any customer, end user or third party resulting from termination of a service.

## 3. RESPONSIBLE USE

- 3.1 You must be responsible with your use of the service, if you behave recklessly or irresponsibly in using the service, or if your actions endanger any person, or the integrity or security of our network, this will be considered a breach under this Fair Use Policy.

- 3.2 You must use reasonable endeavours to secure any device or network within control against

being used in breach of this Fair Use Policy by third parties, this may include:

- (a) installing and maintaining antivirus software;
- (b) ensuring your software is up to date;
- (c) protecting your account information such as usernames and passwords, to prevent unauthorised access.

3.3 If you have agreed to receive our services on a residential plan, you must use the service in a manner that is consistent with personal use in a residential environment.

3.4 If you have agreed to receive our services on a commercial plan, you must use the service in a manner that is consistent with commercial use in a commercial environment.

3.5 If you have agreed to receive our services under a Wholesale Broadband Agreement you must:

- (a) not and must also ensure your personnel and end users do not engage in unfair use.
- (b) ensure that the contracts entered into with contracted end users contain valid and enforceable permissions which prohibit end users from engaging in unfair use and entitle you to take steps to stop and/or prevent that unfair use (by way of disconnection or deactivation of equipment or suspension of the supply of the product or otherwise).

3.6 You acknowledge that Pentanet does not bear any responsibility or liability relating to your use of the internet.

3.7 You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect of content which is likely to be considered unsuitable for children. For further information about online safety please contact us to discuss using a filtering or security solution with your service.

3.8 You must comply with any rules imposed by any third party whose content or service you access using the service.

3.9 You must not use the service in a manner which is **unreasonable**, **unfair**, or **unacceptable** as defined below.

#### 4. PROHIBITED USE

4.1 Pentanet considers the use of the service **unreasonable** if it is used in a manner which is other than it was intended for. Examples include but are not limited to:

- (a) using the service for fraudulent purposes;
- (b) using the service for the purpose of resale (unless we have granted you written permission to do so, for example, in the

form of a Wholesale Broadband Agreement);

- (c) abnormal or excessive use of back to base services;
- (d) using the service for the purposes of arbitrage;

4.2 Pentanet considers the use of the service **unfair** if it creates a risk to:

- (a) the integrity of the network infrastructure;
- (b) the integrity of our network, systems, equipment or facilities used in connection with our network;
- (c) the quality of any product or service supplied by us; or
- (d) the health or safety of any person.

4.3 Pentanet will consider use of the service **unacceptable** if the customer uses the service to;

- (a) provide us with false, misleading or deceptive user information;
- (b) send unsolicited or unwanted commercial electronic messages to individuals or businesses;
- (c) gain improper access to another person's private or personal information;
- (d) distribute, make available or produce any offensive, indecent, obscene, pornographic or confidential material. This includes any material which contravenes an Australian State, Territory or Commonwealth law;
- (e) defame, harass or abuse any person;
- (f) contravene any applicable laws when using the service;
- (g) communicate with emergency service organisations where an emergency does not exist;
- (h) distribute or make available, material that is misleading or deceptive as to your identity;
- (i) infringe any person's intellectual property rights, including copyright;
- (j) monitor data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so;
- (k) interfere or disrupt the service, or any computer system access through it or any other person's use of it;
- (l) obtain or attempt to obtain any unauthorized access to any computer, system or network; or
- (m) compromise the security or interfere with the operation of the service or any other computer, system of network.

## 5. MONITORING COMPLIANCE

- 5.1 We have no obligation to monitor the Pentanet Network, however, we reserve the right to do so.
- 5.2 We may from time to time, monitor transmissions or published content to protect the Pentanet Network, our other customers and the general public as well as to ensure compliance with the terms of this policy.
- 5.3 Pentanet may need to disclose any findings as required to regulatory authorities.

## 6. UNLIMITED PLANS

- 6.1 In this Fair Use Policy, the term Unlimited means that the amount of data a customer may download, or upload, is not usually limited by a set quota. However, this does not imply the amount of data one can download or upload is infinite.
- 6.2 The purpose behind Pentanet offering unlimited plans, is to provide peace of mind for our customers who don't want to spend their time monitoring data usage.
- 6.3 We ask that you treat our unlimited plans like water. A precious resource to be used, but not abused. For example, you wouldn't turn the kitchen tap on full blast, and drink non-stop, just because you can. Keeping this in mind, we kindly request you refrain from trying to download the entirety of the internet, just to see if it is achievable.
- 6.4 If we find your use of the service to be considered extreme, or within the top 5th percentile of our customer base, or abusive (which will be determined at our sole discretion), we may:
  - (a) request you reduce your usage;
  - (b) change your plan to one with a set data allowance, at a lesser or equivalent price;
  - (c) terminate your service;
  - (d) limit the maximum speed of your service for the remainder of your billing cycle.
- 6.5 To prevent any possible congestion, your speed may also be reduced to ensure no customers are unfairly disadvantaged by your use of the service.