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FAIR USE POLICY

Introduction

At Uniti Wireless Limited (**Uniti**), we aim to provide access to strong and consistent broadband internet to every member of the Australian population we can reach. To achieve this, when we provide services to customers, we must have in place, and both we and our customers must comply with a policy around how Uniti's broadband Internet services may, and may not be, used.

This Fair Use Policy describes how Uniti will install equipment, what happens around use of Uniti's broadband Internet services and what happens in the event that Uniti's broadband Internet services are used in ways that are not in compliance with this Fair Use Policy.

This Fair Use Policy forms part of Uniti's Customer Service Agreement. Upon acceptance of Your Application for Services, You are bound by Uniti's CSA and this Fair Use Policy which forms part of the CSA.

Fair Use Policy


1. Fair Use, Reasonable & Acceptable

1.1 Introduction

- (a) At Uniti Wireless Limited (**Uniti**) our goal is to provide access to strong and consistent broadband Internet to every member of the Australian population we can reach. To achieve this goal sometimes we need to have rules and policies about how our broadband Internet services actually work and how customers can actually use our broadband Internet services.
- (b) This is Uniti's Fair Use Policy and this Policy sets out rules about how customers may, and may not, use Uniti's broadband Internet services.

1.2 The Fair Use Policy

- (a) The purpose of Uniti's Fair Use Policy is to ensure that all of Uniti's customers:
 - i) use Uniti's broadband Internet services in the manner, and for the purposes, which Uniti and the customer have agreed;
 - ii) use Uniti's broadband Internet services in a way that complies with appropriate legal and regulatory requirements;
 - iii) do not use Uniti's broadband Internet services in a manner that is unreasonable or unacceptable – (those terms are defined below).
- (b) Uniti's Fair Use Policy sets out rules about:
 - i) how customers may, and may not, use Uniti's broadband Internet services;
 - ii) the customer's responsibility when using Uniti's Super-Fast broadband Internet services to access and use the Internet, including accessing and publishing content online or corresponding by email;

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- iii) what steps Uniti can take to manage the broadband Internet network in circumstances of unexpected use by some customers;
 - iv) what Uniti may do in some circumstances, to monitor on-line activity and to ensure compliance with laws, regulations, including setting out Uniti's responsibilities to comply with directions from regulatory and other law enforcement bodies;
 - v) what Uniti may do in some circumstances, to monitor on-line activity and to ensure compliance with this Fair Use Policy;
 - vi) what Uniti may do in the event of a breach of this Fair Use Policy.
- (c) Uniti's Fair Use Policy applies to all of Uniti's Super-Fast broadband Internet services.

1.3 Customer use – Reasonable and Acceptable


- (a) Customers who have agreed to receive Uniti's broadband Internet services on a Residential Plan can use Uniti's broadband Internet services only in a way that is consistent with personal use in a residential environment.
- (b) Customers who have agreed to receive Uniti's broadband Internet services on a Business Plan can use Uniti's broadband Internet services only in a way that is consistent with commercial use in the ordinary course of that customer's business, and with ancillary personal use in that commercial environment.
- (c) Customers must not use Uniti's broadband Internet services in ways that are not consistent with the criteria and limitations set for their Residential Plan or their Business Plan.
- (d) Customers must not use Uniti's broadband Internet services in a manner which is **unreasonable** or **unacceptable**. The terms **unreasonable** and **unacceptable** are defined as follows:

1.4 Unreasonable

- (a) A customer's use of Uniti's broadband Internet services will be **unreasonable** if the customer uses Uniti's broadband Internet services in a manner which is other than that for which the customer has contracted, or which is contrary or different, or not in accordance with, uses which Uniti's broadband Internet services are intended.
- (b) Uniti will consider that a customer's use of Uniti's Super-Fast broadband Internet services is **unreasonable** if the customer:
 - i) is on a Residential Plan, but the customer uses Uniti's Super-Fast broadband Internet services in a way which could not be reasonably regarded as only for personal use in a residential environment (eg a customer may buy and sell crafty things that they make at home on Gumtree, but a customer may not use a residential Internet product to operate trading desk, a professional office or for any other such business or commercial purpose);
 - ii) is on a Business Plan, but the customer uses Uniti's Super-Fast broadband Internet services in a way which could not be reasonably regarded as only commercial use in the ordinary course of that customer's business, and personal use ancillary with that commercial use (e.g. everyone needs to be able to break up the work day by checking the news papers on-line, check Gumtree for bargains, bid on eBay or send messages or pictures on social media, but reselling Uniti's Internet services to other parties is unreasonable);
 - iii) is on either a Residential Plan or a Business Plan and shares and/or on-sells/re-sells the broadband Internet services delivered under their Residential Plan or

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- Business Plan with other persons or entities outside of their residence or outside of their business (e.g. if you have a residential plan and you hook up Nanna in the Granny Flat, that is ok, but if you've got a residential plan and you hook up everyone else in the street, that is not ok);
- iv) uses Uniti's broadband Internet services for purposes which are fraudulent, deceptive, misleading or otherwise for any illegal or criminal purpose;
 - v) uses Uniti's broadband Internet services for purposes which are technologically excessive or abusive (e.g. downloading more movies than any human being could actually watch in a year, running a private data centre, downloading vast amounts of data from file sharing sites at nearly full speed for most of the week, or otherwise abusing (which Uniti may determine in Uniti's absolute discretion), Uniti's broadband Internet services);
 - vi) uses Uniti's broadband Internet services in connection with a device that automatically dials numbers or sends emails either from a list or generated randomly;
 - vii) uses Uniti's broadband Internet services to make or receive calls, or send or receive emails, for the purposes of reselling, resupplying or commercial exploitation.
- (c) A customer's use of Uniti's Super-Fast broadband Internet services will be **unacceptable** if the customer uses Uniti's broadband Internet services in a manner which improperly interfere in any way with another person, business or entity, for purposes which are illegal or are otherwise in contravention of this Fair Use Policy.
- (d) Uniti will consider that a customer's use of Uniti's Super-Fast broadband Internet services is **unacceptable** if the customer:
- i) provides Uniti with false user information in their application for, or at any time during their use of, Uniti's broadband Internet services;
 - ii) fails to provide updated user information where that information would reasonably be considered to be required to be provided or disclosed;
 - iii) contravenes any applicable law or regulation when applying for or when using Uniti's broadband Internet services;
 - iv) uses Uniti's broadband Internet services in any manner which improperly interferes with another person's use of our services, rights, safety or personhood,
 - v) uses Uniti's broadband Internet services for illegal or unlawful purposes;
 - vi) uses any equipment or device on Uniti's broadband Internet network which has not been authorised by Uniti, or which Uniti has recommended or directed that the customer not use;
 - vii) uses Uniti's broadband Internet services to send unsolicited or unwanted commercial electronic messages (including SPAM) to individuals or businesses;
 - viii) uses Uniti's broadband Internet services to gain improper access to another person's private or personal information;
 - ix) uses Uniti's broadband Internet services to distribute, to receive, to post, to facilitate access to, or to make available, material that is indecent, obscene, offensive, illegal, confidential or disclosed in a breach of privacy, or which constitutes illegal or inappropriate or troubling volumes of pornography;
 - x) uses Uniti's broadband Internet services to defame, harass, abuse, bully or troll anyone or to violate the privacy, agency or personhood of anyone;

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- xi) uses Uniti's broadband Internet services to distribute or make available material that is misleading, deceptive, incorrect or false, in relation to any aspect of the customer's identity or the identity of any other person;
- xii) uses Uniti's broadband Internet services to communicate improperly (as determined by the emergency services organisation or the police in their absolute discretion) with emergency service organisations where an emergency situation does not exist;
- xiii) uses Uniti's broadband Internet services to monitor data or traffic on any network or system where the customer does not have appropriate or sufficient authorisation to do so;
- xiv) uses Uniti's broadband Internet services in a way which interferes or disrupts Uniti's broadband Internet services;
- xv) uses Uniti's broadband Internet services to obtain or attempt to obtain unauthorised access to any computer, system or network; or
- xvi) uses Uniti's broadband Internet services in a manner which will or may compromise or otherwise disrupt or interfere with the security or the operation of Uniti's broadband Internet services or any other computer, system or network which uses or is related to Uniti's broadband Internet services.

1.5 A Customer's use of the Internet

- (a) Uniti's Super-Fast broadband Internet services enable people to access the Internet. But customers do need to bear in mind that it's a big, wild, largely unrestrained, and scary world out/in there.
- (b) Uniti encourages customers to use appropriate warnings and precautions in respect of content which might be unsuitable, especially for children.
- (c) Customers do need to bear in mind that where a customer uses Uniti's broadband Internet services to obtain access to the Internet, the customer is responsible for any use, and for any misuse, which occurs with or without the customer's consent, by the customer or by any other person who might gain access to the Internet through Uniti's broadband Internet services and the customer's equipment.
- (d) The customer must bear all responsibility for all risks associated with use of any Uniti broadband Internet service. By accepting Uniti's broadband Internet services, the Customer expressly releases Uniti Wireless Limited from any responsibility or liability relating to the customer's use of Uniti's broadband Internet services and the Customer's use of the Internet. For further information about online safety please contact Uniti to discuss using a filtering or security solution.
- (e) Each customer is responsible for any content the customer publishes online or via email.
- (f) Each customer must comply with any rules imposed by any third party whose content or service the customer accesses using Uniti's Super-Fast broadband Internet services.
- (g) Customers must be aware that they must not illegally download, use or otherwise exploit material which is subject to copyright. This prohibition includes framing, linking, posting and any other form of copying, duplication or using material, unless that use is approved by the content provider and/or the holder of the copyright.
- (h) Uniti may also remove copyright materials from our servers or otherwise prevent users from accessing copyright materials.
- (i) Uniti is a highly ethical Company and we want the broadband Internet services that we can provide to help make the world a better place, not a worse place. We respect the agency of individuals, we respect the rights of minorities and people who might be a bit

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different, we think women and men are entitled to equal treatment and access to opportunity, we think that people with different levels of ability are entitled to an even chance and we think its ok to be LGBTQ. Our experience is that bullies and trolls can do enormous damage to people, even if they don't think they are. Therefore:


- (i) You must not engage in conduct on-line, against individual people, that does, or might, constitute: harassment, offensive behaviour, bullying or trolling, or which is otherwise unreasonable or inappropriate, regardless of whether such content is actually lawful or unlawful. So if someone is being harassed or bullied on line, via someone using a Uniti Internet service, and the person being bullied or harassed presents Uniti with material, that we determine has substance, – for example an Interim Intervention order, whether initiated by the Police of a state or territory, or privately – then Uniti reserves the right, to take action, to restrict the activity that is causing the harm by restricting or limiting access to material, or cancelling a customer's service;
- (ii) You must not engage in conduct on-line, against groups of people, against ideas or generally, where that conduct does, or might, constitute: hate speech, fighting words, words which by their very utterance inflict injury or tend to incite an immediate breach of the peace, or which otherwise articulates unreasonable or inappropriate anger, hate, frustration, lies or disinformation, regardless of whether such content is actually lawful or unlawful. So if someone is using a Uniti Internet service, in a way which Uniti determines, in Uniti's not unreasonable discretion, is or might be, maliciously spreading hate, racism, discrimination, inciting violence, or to spread lies or disinformation – then Uniti reserves the right, to take action, to restrict the activity that is causing the harm, by restricting or limiting access to material, or cancelling a customer's service;

So, please, don't be a hater, please try and be kind, and Uniti won't have to implement these rules, and we'll all get along fine. But if You do hate, Uniti may take action to stop the hate.

- (j) Uniti may, if directed to do so by a regulatory or other law enforcement body, to remove content from Uniti's servers, or may be directed to prevent users from accessing a customer's content from the Internet.

1.6 SPAM

- (a) SPAM means sending bulk volumes of unsolicited and/or irrelevant emails.
- (b) Uniti may from time to time, In order to protect Uniti's Super-Fast broadband Internet network, other customers and the general public, against SPAM, as well as to ensure customers are complying with applicable law and regulations and are complying with the terms of this Fair Use Policy, monitor traffic flow, transmissions, published content or other traffic content published by customers using Uniti's broadband Internet services.
- (c) In the event that Uniti discover some non-compliance, whether that relates to SPAM or some other transmissions, Uniti may disclose any findings to law enforcement regulatory authorities. If required to do so by appropriately authorized law enforcement agencies, Uniti will provide customers' usernames, IP addresses or identifying material to those law enforcement authorities.
- (d) If necessary Uniti may take active steps to stop or restrict proliferation or dissemination of SPAM, which may include:
 - i) restricting a customer's ability to send, receive and forward emails;
 - ii) requiring a customer to rectify any misconfigured mail / or proxy services.


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1.7 Unlimited

- (a) There is only a finite quantity of energy in the Universe. Uniti is restricted by this immutable law of physics. Similarly, both the data which flows along Uniti's broadband Internet network, and the Uniti broadband Internet network itself, are also subject to this immutable law of physics. The term **unlimited** is also subject to this immutable law of physics.
- (b) **Unlimited** means that the amount of data that a customer may download or upload is *not usually* limited by set quotas.
- (c) However, **unlimited** does not mean that the flow of data that a customer may access is not limited in any way. **unlimited** does not mean that the flow of data that a customer may access is indefinite.
- (d) Uniti intend that our **unlimited** data plans will allow customers to operate their Uniti Residential, Business or Enterprise plans for Internet services, without having to worry about whether or not they will run out of data. But Uniti also intend that our unlimited data plans are not to be abused, flagrantly, for extreme activities, without any residential or business purpose. So, for example, if every night of the week you have 4 teenagers all watching YouTube, and playing on-line games, and texting their friends, and "doing their homework", and mum and dad are also trying to do work at home and also look for some boots on Gumtree – that's ok, that is what the plan is for – but if you have set up a system simply to download the entire library of Netflix or to stream some other source of data, simply to experiment with what might be technologically or physically possible, that would be flagrant abuse and an extreme activity, and that is not what the plan is for.
- (e) **Unlimited** means that that the amount of data that a customer may download or upload is not usually limited by set quotas, but, if necessary, and especially where a customer's use of Uniti's broadband Internet services is unreasonable, unacceptable, or if the customer is using Uniti's broadband Internet services in a way that is technologically or morally abusive, excessive or extreme (which Uniti may determine in Uniti's absolute and unfettered, but not unreasonable, discretion) - for example: downloading more movies than any human being could watch in a lifetime, running a private data centre, downloading files from file sharing sites at nearly full speed for most of the week - then Uniti may rely on, enforce and ensure compliance with this Fair Use Policy.
- (f) In the event of abuse of Uniti's Fair Use Policy on unlimited plans Uniti will first contact the customer and seek an explanation for the vast use of data, and if that explanation is acceptable to Uniti, Uniti will allow the service to continue, but will continue to monitor the service. In the event that the explanation is not acceptable to Uniti, then Uniti may take action which may include limiting the service, shaping the service, moving the customer to another plan at a lower price with a data limit, or, in the event of repeated abuse, cancelling the service.

1.8 What happens in the event of a breach of Uniti's Fair Use Policy

- (a) If a customer breaches any part of this Fair Use Policy Uniti will, generally speaking and if it is appropriate to do so, first contact the customer, ask the customer to modify their use of Uniti's broadband Internet services, so that their use of Uniti's Super-Fast broadband Internet services complies with both the customer's Residential Plan or Business Plan and complies with this Fair Use Policy.
- (b) If the customer does not modify their use of Uniti's Super-Fast broadband Internet services, then may, without prior notice to the customer, impose limits on the amount of

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- data that a customer may download or upload – for example – Uniti may: restrict, limit or shape the service delivered under the customer’s Residential Plan or Business Plan, or Uniti may move the customer to a different plan, at the same or a lower fee, with a limited quota of data.
- (c) If Uniti consider it necessary to do so, then Uniti may cancel a customer’s service.
 - (d) In the event that Uniti restricts or cancels a customer’s service, or moves a customer to another plan, due to the customer’s misuse of Uniti’s broadband Internet services, Uniti will not be liable for any loss, damage or frustration.
 - (e) However, in certain circumstances - such as conduct which is, or which might be, illegal, or where use of Uniti’s Super-Fast broadband Internet services is clearly unreasonable or is clearly unacceptable, then Uniti may suspend or cancel a customer’s service immediately, and without notice.
 - (f) Upon cancellation of a customer’s account, where the customer has a Uniti-supplied email address, Uniti may delete any files, programs, data and email messages associated with the account.
 - (g) In the case where a breach of the standards stated in this Fair Use Policy involves a breach of any law, then Uniti may notify the relevant government authorities or the police.