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ACCEPTABLE USE POLICY

For Broadband, Network and Voice Services

Acceptable Use Policy
Please read this document carefully before accessing Gtelecom's network and systems. By using any Gtelecom broadband internet, network or voice service, you agree to comply with the terms of our Policy.

1. Purpose
This Acceptable Use Policy {"Policy") sets out the rules which apply to use of our Broadband internet, network connection and voice services ("Network Services"), including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to use Gtelecom's Network Services.

2. Application
This Policy applies to all customers who acquire Network Services from Gtelecom. Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use your Network Service also complies with this Policy. Your failure to comply with this Policy (including by any person who you allow to use your Network Service) may lead to the suspension or termination of your Network Service.

3. Responsible Usage
You are responsible for your actions on our or our suppliers' telecommunications networks ("our Network") and systems you access through your Network Service. If you act recklessly or irresponsibly in using your Network Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice. In particular, you agree that you will not use, attempt to use or allow your Network Service to be used to:

a. store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;

b. store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;

c. do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;

d. do any other 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 content requirement of any other competent authority;

e. do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the internet, our Services, Network or systems;

f. forge header information, email source address or other user information;

g. access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;

h. compromise the security or integrity of any network or system including our Network;

i. access, download, store, send or distribute any viruses or other harmful programs or material;

j. send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in clause 4, or overload any network or system including our Network and systems;

k. use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;

I. tamper with, hinder the operation of or make unauthorised modifications to any network or system; or

m. authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

4. Spam

In this Policy, "Spam" includes one or more unsolicited commercial electronic messages to which the Spam Act 2003 (Cth) applies, and derivations of the word "Spam" have corresponding meanings.

4.1 Codes of Practice

The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers, such as Gtelecom, and email service providers must address the sources of Spam within their own networks. They also require internet service providers and email service providers to give end-users information about how to deal with Spam, and informed choice about their filtering options.

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4.2 Suspension or Termination

This Policy prohibits you from using your Network Service to send Spam. If you breach this prohibition, Gtelecom may suspend or terminate your Network Service.

4.3 Reducing Spam

You can reduce the amount of Spam you receive if you:

a. do not open emails from dubious sources;
b. do not reply to Spam or click on links, including 'unsubscribe' facilities, in Spam;
c.do not accept Spam-advertised offers;
d. block incoming mail from known Spammers;
e. do not post your email address on publicly available sites or directories. If you must do so, look for options, such as tick boxes, that allow you to opt out of receiving further offers or information.;
f. do not disclose your personal information to any on line organisation unless they agree (in their terms and conditions or privacy policy) not to pass your information on to other parties;
g. use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;
h. install a Spam filter on your computer to filter or block Spam. We strongly recommend that you install a Spam filter on your computer, even if you receive a Spam filtering service from Gtelecom.
i. report any Spam you receive to Gtelecom or the ACMA (see "Complaints" below).

4.4 Your Spam Obligations

You agree that you will use your Network Service in compliance with the Spam Act 2003 and will not engage in practices which would result in a breach of the Act. In particular, you agree that you wil l not use, attempt to use or allow your Network Service to be used to:

a. send, allow to be sent, or assist in the sending of Spam;
b. use or distribute any software designed to harvest email addresses;
c. host any device or service that allows email to be sent between third parties not under your authority or control; or
d. otherwise breach the Spam Act 2003 (Cth) or the Spam Regulations 2004 (Cth), (your "Spam Obligations").

You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of your Spam Obligations by third parties, including where appropriate:

a. the installation and maintenance of antivirus software;
b. the installation and maintenance of firewall software; and
c. the application of operating system and application software patches and updates.

We may scan any IP address ranges al located to you for your use with your Network Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers. lf we detect open or misconfigured mail or proxy servers we may suspend or terminate your Network Service.

5. Scam Calls

I n this Policy, "Scam Cal ls" means any voice telephony call which has been generated for the purpose of dishonestly obtaining a benefit, or causing a loss, by deception or other means.

5.1 Code of Practice

The Reducing Scam Calls Industry Code registered with the Australian Communications and Media Authority ("ACMA") set out how service providers, such as Gtelecom must address the sources of Scam Calls on their own networks.

5.2 Suspension or Termination

You agree that you will not use, attempt to use or al low your Network Service to be used to make Scam Calls. If you breach this prohibition, Gtelecom may suspend or terminate your Network Service.

5.3 Reducing Spam Call related fraud risks

You can reduce the risk of being exposed Scam Call related fraud risk if you:

a. do not disclose your personal information to unknown or unsolicited callers;
b. contact your financial institution immediately if you believe you have lost money to a scammer;
c. change default PINs and passwords on newly acquired customer equipment;
d. select strong PINS and passwords (e.g. Not "1234" or "0000" or "password" etc.);
e. lock mobile handsets with secure PINs;
f. ensure that voicemail PINs are secure;
g. disable PABX ports and features that are not used (e.g. remote call-forwarding);
h. change PINs and passwords regularly;
i. not respond to missed calls or SMS from unknown International Numbers, unknown Australian numbers or an unknown source;
j. block suspicious or unknown domestic or International Numbers on mobile handsets and use blocking services or products, where available, on landlines;
k. allow unknown calls to go to voicemail and then listening to any message left to ascertain if this might be a genuine cal l;
I. visit Scamwatch , Stay Smart Online and the ACMA websites, which al l provide awareness raising material about scams to consumers, as do other government departments like the Australian Taxation Office and Department of Human Services; and read the ACCC's Little black book of scams.

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6. Excessive use

You must use your Network Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Network Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent Gtelecom from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

7. Unreasonable Use

Gtelecom requires reasonable use of its Network Services. This is intended to ensure the availability of Gtelecom services to all customers. It is unreasonable use of a Network Service where your use of the service is reasonably considered by Gtelecom to:

a. be fraudulent;
b. involve a non-ordinary use;
c. cause significant network congestion, disruption or otherwise adversely affect the Gtelecom network, a supplier's network; or
d. adversely affect another person's use of or access to the services, the Gtelecom network or a supplier's network.

Without limitation:

a. Fraudulent use includes resupplying or reselling a service without Gtelecom's written consent so that someone else may access, use or commercially exploit a service;

b. Non-ordinary use includes circumstances where you make or receive calls and/or make use of Gtelecom's Network in any non-ordinary manner without obtaining Gtelecom's written consent first, which consent Gtelecom may give or withhold, or make subject to conditions, in Gtelecom's discretion. Use in a non-ordinary manner includes:

i. in the case of fixed line services: usage for running a telemarketing business or call centre; and usage with handsets, auto-dial ler devices or software or other equipment that have not been approved by Gtelecom for use on Gtelecom's network; and

ii. in the case of broadband or network services: reselling or resupplying a network service without Gtelecom's written consent to someone else for use or commercial exploitation;

iii. usage to menace, harass or injure any person or damage anything;

iv. usage in connection with an infringement or committing an offence against any law, standard or code; or

v. any other activity which would not be reasonably regarded as ordinary use in relation to the service.

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8. Security

You are responsible for maintaining the security of your Network Service, including protection of account details, passwords and protection against unauthorized usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use up to date anti-virus software. You are responsible for all charges incurred by other persons who you allow to use your Network Service, including anyone to whom you have disclosed your password and account details.

9. Copyright

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download from the Internet and copy, store, send or distribute using your Network Service.

You must not use your Network Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 7968 (Cth) or any other applicable laws.

You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights of any person.

10. Content

You are responsible for determining the content and information you choose to access on the Internet when using your Network Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Network Service.

You must not use or attempt to use your Network Service to make inappropriate contact with children or minors who are not otherwise know to you.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS or social media applications. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Network Service without notice. If we have reason to believe you have used your Network Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

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11. Regulatory Authorities

You must label or clearly identify any content you general ly make available using your Network Service in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the Classification {Publications, Films and Computer Games) Act 7995 (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation al lows the ACMA to direct Gtelecom to remove from our Network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We also co-operate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. Gtelecom may take these steps at any time without notice to you.

You must not hinder or prevent Gtelecom from taking al l steps necessary to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge that Gtelecom reserves the right to limit, suspend or terminate your Network Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Network Service is subject to any investigation by law enforcement or regulatory authorities.

12. Suspension or Termination

Gtelecom reserves the right to suspend your Network Service if you are in breach of this Policy, provided that we will first take reasonable steps to contact you and give you the opportunity to rectify the breach within a reasonable period. What is reasonable in this context will depend on the severity of the problems being caused by the breach (for example, if you commit a serious or continuing breach, it may be reasonable to immediately suspend your Network Service without notice to you).

Our right to suspend your Network Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you.

If your Network Service is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate your Network Service. In the event your Network Service is terminated, you may apply for a pro rata refund of any pre- paid charges for your Network Service, but we will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

13. Changes

Gtelecom may vary this Policy by giving you notice by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with Gtelecom. Your continued use of your Network Service after such notice will constitute acceptance of the variation.