

Reasonable Use Policy

Overview

Our Reasonable Use Policy applies to Astron Data and Voice Plans (a **Service**).

By using any Astron Service, you agree to comply with this Policy. You must also ensure that any person who uses your Service complies with this Policy.

This Policy is intended to ensure:

- (a) the availability of our Services to all eligible Astron customers; and
- (b) that the Services are not used in an unreasonable manner.

We reserve the right to vary the terms of this Policy from time to time. We will post the latest version of this Policy on our website.

Your failure to comply with this Policy may lead, amongst other things, to the suspension or termination of your Service.

Unreasonable use

It is unreasonable use of a Service if your use of the Service is reasonably considered by Astron to:

- (a) be fraudulent;
- (b) involve a non-ordinary use;
- (c) cause significant network congestion or disruption or otherwise adversely affect the network used by Astron; or
- (d) adversely affect another person's use of or access to any Service or the network used by Astron.

Without limitation:

- (a) fraudulent use includes resupplying or reselling a Service without Astron'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 a Service on the network used by Astron in any non-ordinary manner without obtaining our written consent first, which consent we may give or withhold, or make subject to conditions, in our sole discretion. Use in a non-ordinary manner includes without limitation:
 - i. in the case of fixed line Services:
 - A. usage for running a telemarketing business or call centre; and
 - B. usage with handsets, auto-dialler devices or software or other equipment that have not been approved by us for use on the network used by Astron;
 - ii. in the case of any internet Service:
 - A. doing anything, including storing, sending or distributing material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the internet, any of our Services, the network Astron uses or our systems;

- B. sending or distributing unsolicited advertising or bulk electronic messages or otherwise breaching your obligations under the *Spam Act 2003 (Cth)*, or overloading any network or system including the network Astron uses and our systems;
- iii. usage to menace, harass or injure any person or damage anything;
- iv. usage in connection with a breach of or committing an offence against any law, regulation, standard or code;
- v. any other activity which would (in Astron's opinion) not be reasonably regarded as ordinary use in relation to the relevant Service;
- vi. making excessive calls on a telephone Service (i.e. where the number of calls of the relevant type in a given period is at least three times the average number of calls of that type in that period for all customers on the same plan); or
- vii. making excessive use of an internet Service (i.e. where the uploading and/or downloading usage in a given period is at least three times the average usage in that period for all customers on the same plan).

Further requirements for use of an internet Service Security

You must maintain the security of your internet Service, including protection of account details, passwords and protection against unauthorised usage of your Service by a third party. We recommend 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 use your Service.

Copyright

You must 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 internet Service.

Without limitation, you must not use your internet 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 to do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 1968 (Cth) or any other applicable law.

We may immediately cease hosting and remove from the network that Astron uses or our systems any content upon receiving a complaint or allegation that the material infringes any intellectual property rights of any person.

Content, children and minors

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

You must 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 internet Service.

You must not use or attempt to use your internet Service to make inappropriate contact with children or minors.

You are responsible for any content you store, send or distribute on or via the network Astron uses and our systems including, but not limited to, content you place or post on webpages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use your internet Service to send or distribute any content which is prohibited or deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute restricted content to children or minors if that is prohibited under any such law.

If we have reason to believe you have used your internet Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

You must label or clearly identify any content you make generally available using your internet Service in accordance with the applicable classification guidelines and National Classification Code or any industry code which applies to your use or distribution of that content.

Our rights

If we reasonably consider your use of a Service is unreasonable, we may, at our sole discretion, without notice to you:

- (a) block inbound ports so you cannot host services;
- (b) remove any unlimited calls feature and charge you for your calls at Astron's standard rates;
- (c) suspend or limit the Service (or any feature of it);
- (d) terminate the Service; and/or
- (e) in relation to any internet Service, reduce the speed of your Service to conform with the average use of Astron customers on the same plan.

We co-operate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of the network Astron uses and our systems. Astron may take these steps at any time without notice to you.



Astron

ABN 50 074 649 228
PO Box 210
Chatswood, NSW, 2057
—
astron.net.au

Customer Service

1300 72 42 72