

# Fair Use Policy

## 1. About this Policy

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- 1.1 This Fair Use Policy (Policy) applies to all customers who acquire Services from Hubify Communications Pty Ltd (ACN 166 679 894).
- 1.2 For the avoidance of doubt, this document applies to Hubify and all its related brands and entities, including United Networks, Vokal, Symmetry, C3 Innovations, NextCom, Red Telecom and any other brands and entities that are notified from time to time.
- 1.3 This Policy must be read subject to any Hubify Standard Form of Agreement (**SFOA**) to be found on the Hubify web site located at [www.hubify.com.au/fair-use-policy](http://www.hubify.com.au/fair-use-policy).
- 1.4 Capitalised terms defined in any Hubify SFOA have the same meaning in this Policy.
- 1.5 In the event of a conflict between any Hubify SFOA and this Policy, the SFOA will prevail.
- 1.6 The consequences of violation of this Policy are set out in section 8, and include the right for Hubify to immediately terminate the provision of the Service.
- 1.7 Questions regarding this Policy and complaints of violations of the Policy by other Hubify users can be directed to Customer Support at [support@hubify.com.au](mailto:support@hubify.com.au).

## 2. General intention of this Policy and your obligations

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- 2.1 This Policy seeks to ensure that your use of the Services does not break any laws, hinder the efficient operation of our network, interfere with the rights of other customers, or interfere more generally with the rights of end users,
- 2.2 You are responsible for ensuring that your use of our Services complies with this Policy. You are also responsible for any use of the Services by any user, including those users to whom you grant access to the Service.
- 2.3 If you become aware of any violations of this policy by other users you are required to immediately contact us.
- 2.4 Hubify reserves the right to monitor your bandwidth, usage or content, to identify violations of this Policy, and to protect our network and other customers.

## 3. Changes to this Policy

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- 3.1 Hubify may revise this Policy from time to time by posting a new version on the Hubify web site.
- 3.2 Any new version will be effective on the date nominated in the posting but not before 30 days have expired from the date of the posting unless Hubify considers (in its sole discretion) that a period shorter than 30 days is necessary or appropriate to protect the integrity or security of the Hubify service or network.



- 3.3 You should consult this Policy regularly to ensure that your activities conform to the most recent version.

## **4. Security**

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- 4.1 You are responsible for any misuse of the Service made available to you, even if the misuse was committed by another person or party with access to your Service, regardless of whether the misuse was with or without your consent.
- 4.2 The Service must not be used:
- (a) to breach the security of another customer or to attempt to gain access to any other person's computer, mobile device, software or data, without the knowledge and consent of that person;
  - (b) in any attempt to circumvent the security of any host, network or account of another person or party. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks;
  - (c) disrupt the Service or the Hubify or Partner networks through which the Service is provided;
  - (d) to interfere with telecommunications services to any user, host or network; or
  - (e) transmit or disseminate spam or any information or software that contains a virus or other harmful feature.
- 4.3 You are solely responsible for the security of any device you use with respect to the Service, including any data stored on that device.
- 4.4 You must notify us immediately of any unauthorised or attempted unauthorised use of your Service and any other breach or attempted breach of security.

## **5. Illegal Activity**

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- 5.1 You must not use the Service for any activity that violates any local, state, federal or international law, order, regulation or industry code of practice.
- 5.2 Prohibited activities include, but are not limited to:
- (a) posting, disseminating or accessing material which is unlawful;
  - (b) disseminating material which violates the copyright or other intellectual property rights of others;
  - (c) illegal selling or soliciting schemes; or
  - (d) any fraudulent activities, including defrauding or impersonating any person or entity.
- 5.3 You bear all risk associated with the activities associated with accessing the Internet, and Hubify will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities.



- 5.4 You are solely responsible for any content that you publish via websites, email, newsgroups, online forums or other publishing mediums accessed via the Service.

## **6. Unacceptable Use**

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- 6.1 Hubify considers your use of the Service unacceptable if:
- (a) you use it in a manner which is other than what it was intended for;
  - (b) you set up devices which may limit the ability for other customers to access the Hubify network; or
  - (c) Hubify reasonably believe you have breached this Policy.
- 6.2 The Service must not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages.
- 6.3 You may not use any equipment, devices or SIM cards on our network which have not been approved by us. Hubify consider the use of our Services or unauthorised equipment in this way to be unacceptable.
- 6.4 You must at all times comply with limitations of the Service including but not limited to bandwidth or data storage restrictions. You must ensure that your activity on our network or that of our Partners or Affiliates, does not represent (in the sole judgment of Hubify) an unusually large burden on that network.
- 6.5 You must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Hubify' ability to deliver the Service and monitor the Service.

## **7. Inappropriate Content**

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- 7.1 There may be content otherwise available through the Service which may be offensive to some individuals, or inappropriate for children. Hubify assumes no responsibility for the content available through the Service. You assume the risk of accessing content through the Service, and Hubify shall have no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.
- 7.2 You are solely responsible for any information which you disseminate or publish through the Service.
- 7.3 Hubify is under no obligation to monitor transmissions made on the Service. However, Hubify or its agents, have the right to monitor such transmissions from time to time and to disclose the same in accordance with the SFOA.
- 7.4 By using the Service to reproduce, publish, display, transmit or distribute content, a customer is warranting that the content complies with this Policy and authorises Hubify, Partners or their agents to reproduce, publish, display, transmit and distribute such content as necessary for Hubify to deliver the content in a timely manner.



## 8. Spam

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- 8.1 For the purposes of this Policy, "Spam" includes one or more unsolicited commercial electronic messages to which the *Spam Act 2003* (Cth) (**Spam Act**) applies.
- 8.2 You agree that you will not engage in practices which would result in a breach of the Spam Act. In particular, you agree that you will not use, attempt to use or allow your 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.
- 8.3 Any breach of the prohibitions stipulated in this section 8 entitles Hubify to suspend or terminate your Service.

## 9. Breach of this Policy

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- 9.1 Hubify are not obligated to regularly monitor your usage of a Service, however Hubify reserve the right to monitor and investigate your use of the Service to identify violations of this Policy and to protect our network and other users.
- 9.2 If you breach any part of this Policy, Hubify may contact you and, if appropriate, ask you to modify your use of the Service. If you do not modify your use of the Service Hubify may suspend or cancel your Service without notice to you.
- 9.3 In certain circumstances such as illegality, or non-ordinary use, Hubify reserve the right to suspend or terminate your Service immediately and without notice to you.
- 9.4 If Hubify consider, in its sole discretion, that you have made unreasonable or inappropriate use of the Service pursuant to clause 6, Hubify may terminate the Service, temporarily suspend the Service, or ask you to change the way in which you use the Service.
- 9.5 Upon termination of your Service, Hubify may:
- (a) Seek payment of early termination fees pursuant to the SFOA; and
  - (b) delete any files, programs, data or information associated with the Service.
- 9.6 In order to enforce this Policy, you authorise Hubify (or our agents) to cooperate with:
- (a) law enforcement authorities in the investigation of suspected criminal violations; and
  - (b) system administrators at other Internet service providers or other network or computing facilities.
- 9.7 Any failure by Hubify to enforce this Policy, for whatever reason, shall not necessarily be construed as a waiver of any right to do so at any time.

