



Fair Use Policy

PhoneTel Australia

1. Purpose

Our Fair Use Policy forms part of our Standard Form of Agreement and other agreements for services that state the Fair Use Policy applies. It is intended to ensure the availability of our Services to all eligible customers and that the Services are not used in an unreasonable manner. This policy aims to ensure we are able to provide quality services to all our customers, and no customers are disadvantaged by the behaviour of others.

2. Unreasonable and Unacceptable Use

Your use of a service is considered 'unreasonable' if you use it in a way that is unintended, unacceptable, or excessive. The following is a non-exhaustive list of practices that would not be considered Fair Use. You must not use our services for:

- Any illegal or fraudulent purpose.
- Endangering a person or damaging property.
- Communicating, transmitting, or distributing any computer worms, trojans, viruses, or other similar programs.
- Communicating, transmitting, or publishing any harassing, abusive, menacing, defamatory, or illegal material.
- Sending unsolicited electronic messages or doing anything else in breach of the Spam Act 2003.
- Reproducing, downloading, distributing, transmitting, publishing, storing, copying, or exploiting any material in any way which infringes copyright, patent, trademark, design, or other intellectual property rights.
- Accessing, storing, copying, distributing, or publishing any content in contravention of applicable law or regulation.
- Hacking or gaining unauthorised access to or control of, or conducting unauthorised monitoring of, any equipment, system, network, accounts, or private or confidential information of others.
- Doing anything which might compromise the security or safety of, or which might damage, interrupt, or interfere with the operation of the Service, or the networks used to supply the Service.
- Using the service for commercial purposes without obtaining our written consent first, if you are a residential customer.

3. Excessive Use

If you use our services in a way that causes or may cause interference, disruption, congestion, or sub-optimal network performance, it may be considered excessive. For mobile services, usage must not be excessive relative to typical residential or ordinary business use. Excessive use includes wholesaling any service or using the service for re-supply to another person.

4. Your Obligations

- You must take all reasonable steps to secure any equipment you use in connection with the Services to avoid unauthorised access or use.

- You must keep all passwords and account details associated with the Services confidential and contact us if you reasonably suspect unauthorised use of your Services.
- You must keep all equipment, operating systems, and software used in connection with the Services up to date.
- You must secure and back up any data stored on equipment that you use in connection with your Services; we are not liable for any misuse, loss, or corruption of your data.
- You must comply with our reasonable directions, and directions or rules of our suppliers and any government or regulatory body in relation to use of the Services.
- You are responsible for all content you publish via the Services and all risks associated with your use of the Services.
- You must take reasonable steps to prevent minors from accessing content that may be inappropriate for them.

5. Our Rights

- We do not supervise, control, or authorise access, use, receipt, or transmission of material via the Services, and we are not responsible for the content, nature, or form of that material.
- We do not supervise or control whether material sent or received via the Services is sent or received correctly or if it is corrupted or intercepted.
- We will not be liable for any loss, cost, damage, expense, or liability related to your use, or use by other persons, of the Services in breach of this Fair Use Policy.
- We may, without liability, suspend or cancel your Services without notice if we reasonably consider that you, or other persons, have breached, or are likely to breach, this policy. We may suspend or cancel your Service whether or not the breach is intentional or authorised by you.
- We may, without liability, block access to, remove, or refuse to post any content that we consider is offensive, indecent, or otherwise inappropriate regardless of whether the content or its publication is unlawful.