

Acceptable Use Policy

Introduction

This policy also applies to individuals serviced by all subsidiaries of Falcore Australia Pty Ltd (Falcore, Us, We, Our) including but not limited to Falcore Investments Pty Ltd and ChannelCo.

Falcore's Acceptable & Fair Usage Policy is designed to protect the quality and integrity of our data, voice and cloud services to ensure all customers receive the optimum level of service.

We retain the right to vary the terms of the Policy at our discretion, the most up to date version of our policy can be found at <https://falcore.com.au/resources-terms/>

1. Application

This policy applies to all customers/clients/partners/entities who acquire Services from us.

Your obligation to comply with this policy includes your obligation to ensure any person or entity who you allow to use your Service also complies with this policy.

1.1 This Policy together with any Master Services Agreement (MSA), Privacy Policy (PP), Acceptable Use Policy (AUP), Master Rate Schedule (MRS), Addendums to Master Rate Schedule (as required) and the necessary Service Order requests (as placed) constitute the entire agreement that governs the Services that you order from us (Agreement).

1.2 Where there is any inconsistency between the documents forming the Agreement, the inconsistency shall be resolved in the following order of priority (with a document higher in the list taking priority over any document lower in the list):

- a) The Master Service Agreement (MSA)
- b) the applicable Service Orders;
- c) the applicable Master Rate Schedule;

1.3 Any MSA supersedes all prior understandings, representations, arrangements and agreements between you and us regarding its subject matter. During the Term of the Agreement, we may need to change the terms of the Agreement due to circumstances beyond our control, including changes in law, security obligations, changes by one of our

third party suppliers to the terms on which they supply services to us or to the functionality or nature of a Service or its underlying technology. You agree that we may make these changes on reasonable notice to you.

2. What is excessive or unacceptable

If you, or someone with access to the service, use the service in a way that we could reasonably regard as resale use; or use the service in a way that we would not regard as being used for ordinary business use, when you are a business customer or partner; or excessive private use that is deemed by us as excessive.

We will attempt to contact you by phone or email, using your primary contact details listed on your customer account. If after our request the usage or activity continues; we may change your plan to a more appropriate plan or suspend the service.

2.1 Defining unreasonable

Falcore supplies services for the purpose of business use only unless otherwise agreed. You must not use, attempt to use, or authorise, aid, abet, encourage or incite any other person or entity to use or attempt to use Falcore Services in ways listed below. Falcore will consider unreasonable use of the service to be any of the following:

- Using your service in a way that breaches our wholesale agreement with our upstream tier one carriers, in their Fair use policy;
- Using a business service for the purpose of resale if not prior to sale;
- Rerouting the service to or from another supplier;
- Wholesaling any part of the service without our consent or agreement;
- Connecting a service to an autodialling platform;
- Fax junking, spamming, broadcasting, or blasting;
- Using the service to commit illegal activities or manner.
- In any manner that may pose a threat or risk to the security of our Services or the integrity of our Network or our carriers;
- Any purpose stated to be prohibited in your Order or in your Service Schedule;
- Any manner that may cause death, personal injury or damage to property;
- Storing, sending, reproducing, publishing, or distributing any confidential information, copyright material or other content which is subject to third party intellectual property rights.
- In a manner which is defamatory, menacing, harassing, abusive, offensive, violates privacy, threatening, or incites violence or hatred towards any person or class of persons, or which could give rise to civil or criminal proceedings;
- In a manner 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;
- Using the Service for any purpose contrary to the Spam Act 2003 (Cth) (Spam Act). Spam includes but is not limited to one or more unsolicited commercial electronic messages to which the Spam Act applies.

- Excessively using the capacity or resources of our Network in a manner which may hinder or prevent us from providing Services to other customers.
- Storing, sending, reproducing, publishing, or distributing any content or material which is restricted, prohibited or otherwise unlawful under any Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person or entity;
- Making inappropriate contact with children or minors;
- Providing unrestricted access to material that is unsuitable for minors;
- Attempting to probe, scan or test the vulnerability of any other person's equipment, systems, Networks or data, without lawful authority or permission;
- Doing anything (including Storing, sending, reproducing, publishing, or distributing material) which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
- Using our Service in a manner which could reasonably be regarded as excessive, unreasonable, unusual, or non-ordinary use.
- Forging header information, email source address, IPs or other user information, or otherwise maliciously or illegally impersonate or obscure the original source of data;
- Accessing , monitoring, using, controlling, or making modifications to, or otherwise interfere with, any other person's equipment, systems, Networks or data, without that lawful authority or permission;
- Compromising the security or integrity of any Network or system;
- Accessing, downloading, storing, sending or distributing any harmful programs or material with the intent of compromising the security of any Network or system (including but not limited to any viruses, Trojans, or password logging / brute force programs);
- Engaging in any unreasonable activity which impairs the ability of other people or systems to use our Services or the Internet (including directed denial of service attacks, flooding networks, or over-loading services);
- Hosting servers for business or private use, without prior consent or agreement.

In contrast to the above clause 'Wholesaling any part of the service' we may in our absolute discretion give our consent to this type of behaviour (if legal), subject to conditions and in writing only.

3. Your Obligations

As the customer you are responsible for all charges incurred by other persons or entities who use your service.

You are also responsible for maintaining the security of any of your devices or Networks, including protecting account details and passwords and preventing unauthorised use of devices and Services by unauthorised third parties; this includes as a provider any clients you provide or on sell our service to.

4. How will I know if I am in breach of this Policy?

Should you breach our policy you will be sent an sms or email notification to your primary contact listed on your account. The notification will outline the incident which caused you to

breach our policy and also the steps that you must complete in order to ensure your service is not suspended.

If you commit a serious (such as illegal or non-ordinary use) or continuing breach of this policy, we reserve the right to immediately suspend or cancel your Service without notice to you.

4.1 Ignoring any notification

If, after Falcore has attempted to contact you, or your unreasonable use continues, we reserve the right to any of the following actions:

- Suspend access to the service until such time that contact is made;
- Suspend or cancel your service immediately, and without any prior warning or notice given to you;
- Remove the unlimited or included service in favour for a timed calling plan (paid per minute);
- Shape your service to 256K downstream and 256K upstream;
- Our action, and or inaction, under this policy, does not constitute any review, or approval of your action, or use, or content.

Complaints and further information

If you would like to make a complaint, you may follow our complaints handling process. Our Complaints Handling Policy sets out how to make a formal complaint.

For further information, please contact a representative on: 1300 003 321;