

Date of Last Revision: 12/02/2018

This Policy will be reviewed on a yearly basis. However, if at any time the legislative or policy is so altered that the policy is no longer appropriate in its current form, the policy will be reviewed immediately and amended accordingly.

Disclaimer

This policy does not represent legal advice. If you have any queries about your obligations, you should seek your own independent legal advice.

Read this policy carefully before accessing Interactive Gateway Australia ("Interactive Gateway") or Access Digital Networks ("Access Digital") network, systems or services. While using any Interactive Gateway or Access Digital services you agree to comply with the Fair Use Policy ("Policy").

1.0 Purpose

This Policy outlines the terms of use that apply to use of our Services including Dial-up, ADSL, SHDSL, EFM, Ethernet, Fibre, NBN ("Internet Services") Colocation Storage, Data as a Service ("DaaS") it also includes your responsibilities as a customer, and permitted and prohibited uses of supplied services.

2.0 Responsibility

This Fair Use Policy applies to all customers that obtain Internet Services from Interactive Gateway or Access Digital. As part of your agreement you have an obligation to comply with this Policy, it is also the customers' obligation to ensure any person or system that they allow to use their Internet Service also complies with this Policy.

It is important for you to note that any failure to comply with this Policy, including by any person or system you allow to use the Service, may lead to the suspension or termination of your Service/s. Please refer to the Acceptable Use Policy.

3.0 Fair Use

Interactive Gateway and Access Digital believe it is unreasonable use of a Fair Use Service to:

- 1) Cause significant network congestion, disruption or otherwise adversely affect the Interactive Gateway or Access Digital network, a supplier's network; or
- 2) Adversely affect another person's use of or access to the Fair Use Services, the Interactive Gateway or Access Digital network or a supplier's network.
- 3) Be involved in Fraudulent Activity.

We classify fraudulent use to include resupplying or reselling of Service/s without Interactive Gateway's or Access Digital's written consent;

Non-ordinary use includes circumstances where you make use of data on our network in any non-ordinary manner without obtaining our written consent prior, said consent may be given or withhold, or made subject to conditions. We classify use in a non-ordinary manner as:

- 1) usage to menace, harass or injure any person or damage anything;
- 2) usage in connection with an infringement or committing an offence against any law, standard or code; or
- 3) any other activity which would not be reasonably regarded as ordinary use in relation to the Fair Use Service.