



# NODEONE

## Fair Use Policy

A: 4/97 Hector St, Osborne Park, WA, 6017 T: 1300 166 331 E: [info@nodeone.com.au](mailto:info@nodeone.com.au) ABN: 43 620 671 374 ACN: 620 671 374

### *This Policy*

This policy aims to ensure Node1 Internet are able to provide quality services to all our customers and that no customers are disadvantaged by the behaviour of others (including usage patterns that cause significant network congestion, disruption or otherwise adversely affect the Node1 Internet network, a supplier's network or adversely affect another person's use of or access to the internet services, the Node1 Internet network or a supplier network).

In addition, the Fair Use Policy sets out your responsibilities when you use the internet, including any content which you publish online or by email. It also confirms steps we may take to ensure and monitor compliance with this policy as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies.

It also explains how we provide certain streaming services to you, as well as what steps we take to manage our network in times of congestion. The Fair Use Policy applies to all our services.

### *General*

If you are a residential customer, our services are for your personal use only and cannot be used for commercial purposes. If you are a business customer, our services are for your use in the ordinary course of business. You may not use the service in a manner which is 'unreasonable' or 'unacceptable'.

### *Unlimited Data Allowance*

'Unlimited' means that the amount of data you download or upload is not limited and will not be counted. While Node1 Internet will provide a data usage meter, this is for information purposes only to display the amount of upload and download data recorded on your service.

Your service may be temporarily restricted to a lower speed if the connection is used for an excessive amount of traffic over a short period of time.

Whilst this is an unlimited data service, there may be factors outside the control of Node1 Internet that will have an effect of altering user experience. There may also be some congestion (of the wholesale supplier backhaul) in which our wholesale supplier may not be able to provide the same speed at all times of the day. Other factors beyond the control of Node1 Internet and our wholesale supplier is international bandwidth availability, the destination you're trying to reach may have its own traffic management per site visitor to a specific download rate.

### *Unreasonable Use*

We consider your use of the service unreasonable if you use it in a manner which is other than it was intended for.

Below are some examples of uses which we consider 'unreasonable'. This is not intended to be an exhaustive list:

- if you are a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use (e.g. a residential product cannot be used for commercial purposes);
- if you are a business customer, including a small to medium business customer, using the service in way which could not be reasonably regarded as ordinary business use;
- using the service for fraudulent purposes;
- abnormal or excessive use of back to base services;



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- using the service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
- using the service for the purposes of arbitrage;
- using the service for anything which isn't standard person to person communication.

### *Unacceptable Use*

You may not use our services in any manner which improperly interferes with another person's use of our services or for illegal or unlawful purposes.

You may not use any equipment or devices on our network which have not been approved by us. We consider the use of our services or unauthorized equipment in this way to be unacceptable.

Below are some examples of uses which we consider 'unacceptable'. This is not intended to be an exhaustive list:

- if you provide us with false user information to use the service;
- using any equipment or device on our network which has not been authorized by us;
- using the service to send unsolicited or unwanted commercial electronic messages to individuals or businesses;
- using the service to gain improper access to another person's private or personal information;
- using the service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- using the service to defame, harass or abuse anyone or violate their privacy;
- contravening any applicable laws when you use the service;
- using the service to communicate with emergency service organizations where an emergency situation does not exist;
- using the service to distribute or make available material that is misleading or deceptive as to your identity;
- infringing any person's intellectual property rights, including copyright, when you use the service;
- using the service to monitor data or traffic on any network or system if you do not have the authorization of the owner of the network or system to do so;
- using the service in a way which interferes or disrupts the service, any computer system access through it or any other person's use of it;
- using the service to obtain or attempt to obtain unauthorized access to any computer, system or network; or
- using the service in a manner designed to compromise the security or interfere with the operation of the service or any other computer, system or network.

### *Your Use of the Internet*

Where our products and services allow you access to the internet, you are responsible for any use or misuse of the services, even if they were used, with or without your consent, by another person who gains access to them.

You are responsible for all risks associated with use of a Node1 Internet service. Node1 Internet does not bear any responsibility or liability relating to your use of the internet. For further information about online safety please contact us to discuss using a filtering or security solution with your service.

You are responsible for any content you publish online or via email. We encourage you to use appropriate warnings and precautions in respect of content which is likely to be considered unsuitable for children. You must comply with any rules imposed by any third party whose content or service you access using your Node1 Internet service. You may not copy, publish, re-publish, re-distribute, re-communicate, or otherwise commercially exploit such content in any form or by any method whatsoever. This prohibition includes framing, linking, posting in news groups and any other form of copying unless approved by the content provider.



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We may block access to, remove, or refuse to post any content which you attempt to post which we consider offensive, indecent, unlawful or otherwise inappropriate regardless of whether such content is actually unlawful. We may be directed by a regulatory or other law enforcement body to remove content from our servers or to prevent users from accessing content from the Internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the Internet by a copyright owner.

### *Monitoring Compliance*

We are under no obligation to monitor your transmissions or any content you publish using the service. However, we may from time to time monitor transmissions or published content to protect our network, our other customers and the general public as well as to ensure you are complying with the terms of this policy. We may need to disclose any findings as required to regulatory authorities.

We take active steps to minimize the amount of spam on our network, which may include:

- Restricting your ability to forward emails
- Limiting your access to the service to a closed user group relevant to your use of the service
- Requiring you to rectify any misconfigured mail and / or proxy servers

We may provide your username, IP address or identifying material to law enforcement authorities when required to do so.

### *Breach of the Fair Use Policy*

If you breach any part of this Fair Use Policy we will, generally speaking, contact you and, if appropriate, ask you to modify your use of the service. If you do not modify your use of the service we may suspend or cancel your service without notice to you.

However, in certain circumstances such as illegality, or non-ordinary use, we reserve the right to suspend or cancel your service immediately and without notice to you.

Upon cancellation of an account, we are authorized to delete any files, programs, data and email messages (where you have a Node1 Internet-supplied email address) associated with the account.