

# Fair Use Policy

## 1. Introduction

1.1 In this Fair Use Policy (**Policy**):

- (a) "you and "your" mean the customer;
- (b) "QuantumVoip", "we", "us" or "our" means Quantum Holdings Australia Pty Ltd ACN 645 026 286; and
- (c) "Network" means the network of any service provider from whom QuantumVoip acquires a service for the purpose of resale, including websites operated by QuantumVoip.

1.2 The following is QuantumVoip's Policy for all users of the Network including residential customers, business customers, wholesale customers, their end users and any other person using the Network (**users**).

1.3 At QuantumVoip, we take your satisfaction very seriously. We consistently aim to provide quality services to all our customers, which are great value, fast and reliable.

1.4 Please read this Policy carefully before accessing our Network. By using our services, you agree to comply with the terms of this Policy which clearly outlines:

- (a) your responsibility when using our service;
- (b) what we consider to be unreasonable, unfair or unacceptable use of our services; t
- (c) the steps we take to ensure and monitor compliance; and
- (d) the measures we have in place to safeguard the security and integrity of the infrastructure and systems which we use to deliver services to our customers.

## 2. Application

2.1 This Policy applies to all customers who acquire services from us.

2.2 If you are a residential customer, our services are for your personal use only.

2.3 If you are a business customer, including a small to medium business customer, our services are for your use in the ordinary course of business.

2.4 Upon acceptance of your application for our services, you are bound by this Policy.

2.5 Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use our services also complies with this Policy.

2.6 Your failure to comply with this Policy may lead to the suspension or termination of your service. We may rely on this Policy where a customer or other end users' use of our service is:

- (a) not in accordance with this Policy; and
- (b) reasonably considered to be outside the intended purposes of the relevant plan.

2.7 We reserve the right to vary the terms of this Policy at our sole discretion from time to time.

- 2.8 We may block access, remove, or refuse to post any content which you attempt to post which we consider to be offensive, unlawful, indecent or inappropriate, regardless of whether such content is unlawful.
- 2.9 We may be directed by a regulatory or other law enforcement body to remove content from our servers, or prevent users from accessing our services.
- 2.10 If requested by law enforcement authorities, we may provide your username, IP address and/or other material in accordance with our Privacy Policy.
- 2.11 We may be required to remove copyright materials from our servers or prevent users from accessing copyright materials from the internet by the copyright owner.
- 2.12 If your use of the service is considered unreasonable, unfair or unacceptable, we will notify you by email, requesting that you reduce your usage of the service.
- 2.13 If your usage is not reduced after your first request, we will contact you a second time, requesting that your usage be reduced.
- 2.14 If your use of our service is not reduced after two requests, we will issue a final request advising that the service will be terminated after 7 days if your usage is not reduced.
- 2.15 In certain circumstances such as illegality or non-ordinary use, we reserve the right to suspend or terminate your service immediately and without notice.
- 2.16 If we terminate your service, we are authorised to delete any files, programs and data associated with the service.
- 2.17 We are not liable for any damages resulting from termination of a service.

### **3. Responsible Use**

- 3.1 You are responsible for your actions on our Network and systems you access through our services. If you behave recklessly or irresponsibly on our Network, or if your actions endanger any person or the integrity of our Network, this will be considered in breach of this Policy.
- 3.2 You acknowledge that we do not bear any responsibility or liability relating to your use on the Internet.
- 3.3 You are responsible for any content that you publish on the Internet, including but not limited to:
  - (a) the content you place or post on web pages;
  - (b) the content in emails;
  - (c) chat or discussion forums;
  - (d) bulletin boards;
  - (e) instant messaging;
  - (f) SMS; and
  - (g) news.

- 3.4 You must not use our services to send or distribute any content which is prohibited, deemed obscene or offensive under any applicable Commonwealth, State or Territory Law, including using our Network to send or distribute restricted content to minors. If we have reason to believe you have used our service to access child pornography or child abuse material, we are by law required to refer the matter to the Australian Federal Police.
- 3.5 You must comply with any rules imposed by any third party whose content or service your access by using our Network.
- 3.6 You must not use the service in a manner which is unreasonable, unfair or unacceptable as defined at 4.
- 3.7 Your failure to comply with these requirements may lead to immediate suspension or termination of your service without notice.

#### 4. Prohibited Use

- 4.1 **QuantumVoip** will consider the use of service **unreasonable** if it is used in a manner which is other than what it was intended for. Examples include, but are not limited to:
  - (a) 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);
  - (b) if you are a business customer, using the service in way which could not be reasonably regarded as ordinary business use;
  - (c) using the service for fraudulent purposes;
  - (d) using the service for the purpose of resale (unless we have granted you permission to do so);
  - (e) abnormal or excessive use;
  - (f) using the service for the purpose of arbitrage;
  - (g) using the service in connection with a device that re-routes calls to or from our network to another carrier's network;
  - (h) calling 13xx or 18xx numbers to make indirect calls through other providers (e.g. through a calling card);
  - (i) using the service as a call monitoring service;
  - (j) using the service in connection with a device that automatically dials numbers either from a list or are generated randomly;
  - (k) using the service to make or receive calls on our Network for the purposes of resale, resupply or commercial exploitation;
  - (l) using the service for bulk messaging;
  - (m) using the service for continuous call forwarding or multiple simultaneous calling; or
  - (n) using the service for anything which is not standard person-to-person communication.
- 4.2 **QuantumVoip** will consider the use of service **unfair** if the customer creates a risk to:
  - (a) the integrity of the network infrastructure;
  - (b) the integrity of the Network, systems, equipment of facilities used in connection with our network;

- (c) the quality of any product or service supplied by us; or
- (d) the health or safety of any person.

4.3 **QuantumVoip** will consider the use of service **unacceptable** if the customer uses the service to:

- (a) provide us with false, misleading or deceptive user information;
- (b) store, sent or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law;
- (c) gain access to unlawful, fraudulent, criminal or otherwise illegal activities;
- (d) send unsolicited or unwanted commercial electronic messages to individuals or businesses;
- (e) gain improper access to another person's private or personal information;
- (f) distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
- (g) defame, harass or abuse any person;
- (h) contravene any applicable laws when using the Network;
- (i) communicate with emergency services where an emergency does not exist;
- (j) distribute or make available material that is misleading or deceptive as to your identity;
- (k) infringe on any person's intellectual property rights, including copyright;
- (l) monitor data or traffic on any network or system if you do not have authorisation of the owner of the network or system to do so;
- (m) interfere or disrupt the service, or any computer system access through it or any other person's use of it;
- (n) obtain or attempt to obtain any unauthorised access to any computer, system or network;  
or
- (o) compromise the security or interfere with the operation of the service or any other computer, system or network.

## 5. Security

5.1 You are responsible for maintaining the security of your service and ensuring that security information remains confidential. Examples include, but are not limited to:

- (a) protection of account details;
- (b) protection of passwords;
- (c) protection of computer software and applications; and
- (d) protection against unauthorised usage by a third party.

5.2 You must not disclose any security information to a third party.

5.3 You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to our Network. To do so, we highly recommend that you take appropriate security measures such as installation of a fire wall and anti-virus software.

## 6. Compliance

- 6.1 We have no obligation to monitor our Network or your calling, however we reserve the right to do so.
- 6.2 We may from time to time, monitor transmissions or published content to protect our Network, our other customers and the general public to ensure compliance with this Policy.
- 6.3 We may need to disclose any findings as required to regulatory authorities.

## 7. Spam

- 7.1 In this Policy, the term Spam means one or more unsolicited commercial electronic messages to which the *Spam Act 2003* (Cth) applies.
- 7.2 The Internet Industry Codes of Practice (**Code**) registered with the Australian Communications and Media Authority, set out how internet service providers such as QuantumVoip must address Spam located within their networks.
- 7.3 The Code also requires internet service providers to give users information about how to deal with Spam. Please visit the [Australian Communications and Media Authority Website](#) for more information.
- 7.4 You agree that you will use our service in compliance with the *Spam Act 2003* (Cth) and you will not engage in practices which would result in a breach of the Act, such as:
  - (a) sending or assisting in the sending of Spam;
  - (b) using or distributing any software designed to harvest email addresses;
  - (c) hosting any device or service that allows emails to be sent between third parties and not under your authority or control; or
  - (d) otherwise breach the *Spam Act 2003* or the *Spam Regulations 2004*.
- 7.5 You agree to use your best endeavours to secure any device or network within your control against being used of you Spam obligations. Examples may include but are not limited to:
  - (a) the installation and maintenance of antivirus software;
  - (b) the installation and maintenance of firewall software; and
  - (c) the application of your operating system, including patches and updates.
- 7.1 We may take steps to minimize the amount of spam on our Network by:
  - (a) restricting your ability to forward emails;
  - (b) limiting your access to the service of a closed use group relevant to your use of the service; and/or
  - (c) requiring you to rectify any misconfigured mail and proxy servers.
- 7.2 We may scan an IP addresses allocated to you for your use on our Service in order to detect the presence of open or misconfigured mail and proxy servers. If we detect open or misconfigured mail and proxy servers, we reserve the right to suspend or terminate your service immediately and without notice.

## 8. Our Network

- 8.1 The actual speeds for our Network may vary substantially due to many factors, such as:
- (a) the distance from local exchange;
  - (b) the quality of the phone line;
  - (c) electromagnetic interference;
  - (d) the number and type of other services using the line;
  - (e) the capacity of the uplink; and
  - (f) your modem or router.
- 8.2 It may not be possible to provide our Network to you due to specific limitations such as:
- (a) fibre and/or copper availability; and
  - (b) incompatibility with a third party carrier's network.
- 8.3 Any fibre or copper cable runs required to access our Network will be at the expense of the customer or the building owner. These costs are provided on a quote basis and do not form part of our standard installation fee.
- 8.4 We reserve the right to provide access to our Network through Proxy Servers.
- 8.5 Quoted speeds can only be guaranteed within the point to point Network and include Network overheads. Typical peak performance will always be above 85% of your purchased bandwidth.
- 8.6 We reserve the right to perform maintenance work to our Network from time to time. This may temporarily restrict or interrupt your access to our Network.

## 9. Unlimited Plans

- 9.1 In this Policy, the term **Unlimited** means that the amount of data a customer may download or upload is not usually limited by a set quota. However, this does not imply the amount of data that one customer can download or upload is infinite.
- 9.2 The purpose behind our unlimited data plans is to provide peace of mind for our customers who do not want to monitor their data usage.
- 9.3 If we find your usage to be considered extreme or abusive (which is determined at our discretion), we may:
- (a) request that you reduce your usage;
  - (b) change your plan to a plan with a set data allowance, at a lesser or equivalent price;
  - (c) terminate your service; or
  - (d) limit the maximum speed of your service for the remainder of your billing cycle.
- 9.4 To prevent any congestion, your speed may also be reduced to ensure no customers are unfairly disadvantaged by the use of your service.

## 10. Telephone Services

- 10.1 You may only use our telephone service for residential and business purposes in accordance with the terms in this Policy.
- 10.2 You must not use our telephone service to engage in activities which may cause significant network congestion. Examples may include but are not limited to:
  - (a) autodialling;
  - (b) continuous or extensive call forwarding;
  - (c) continuous connectivity;
  - (d) fax broadcasting;
  - (e) fax blasting;
  - (f) telemarketing; or
  - (g) any other activity that would be inconsistent with reasonable residential and business use patterns.
- 10.1 You must not use our telephone services in any way that is deemed excessive.
- 10.2 If we find your telephone services usage to be considered extreme or excessive (which is determined at our discretion), we may:
  - (a) request that you reduce your usage;
  - (b) restrict your ability to make or receive calls; or
  - (c) terminate your service.