

# Fair Use Policy



**June 2024**

## Summary

SDL Technology expects that its customers will use its services to express their views and share information responsibly and respectfully. We expect, and seek to ensure, that our services are not used to interfere with on the safety and rights of other users and of SDL as service provider, nor are used in ways that diminish the quality of service for customers and other users.

This Fair Use Policy makes clear those expectations of acceptable behaviour and practice, and also what consequential action SDL Technology may take if those expectations are not met.

## Some Definitions

In making clear those expectations, note that when SDL Technology uses the term:

- Customers – it means all customers of SDL Technology, both residential and business
- Services – it means all services supplied by SDL Technology, including internet, phones (fixed and mobile), VoIP, subscription TV and any other mobile data service
- Spam – it means and unsolicited electronic communications as per the Spam Act 2003 and related regulations under Australian law.

## Respect for others and legal

You **MUST NOT** use our services:

- to promote or threaten violence (of physical, psychological or any other form);
- to abuse, bully or harass anyone (including SDL staff) e.g. making offensive, misleading or intimidatory comments;
- to encourage hate or discrimination towards others - individuals or groups;
- to endanger the health or safety of others – individuals or groups;
- to send unsolicited or unwanted messages (spam) to individuals or businesses;

## Legal responsibilities

You **MUST NOT** use our services to engage in any illegal or unlawful activity; including (but not limited to):

- providing false account information to us;
- hacking or unapproved access to someone else's information;
- any communications that breach the Spam Act 2003 and related regulations
- transmission or storage of any material that infringes Australian laws, including pornography and viruses;
- infringement of copyright laws;

## Adherence to conditions of service supply

Your service agreement with SDL Technology means that you must not use the service(s) in any way that harms SDL Technology's business network, reputation or customers. You may not resupply others with our services or products. You must not use the services for any other purpose than their expressly intended purpose. For example, you must not use a home service for commercial purposes. You must not use your service in any way that is inconsistent with SDL Technology's agreements with its suppliers.

## Unfair use

Unfair use includes a range of activities across NBN Fixed Line, Fixed Wireless, Mobile services and other SDL Technology provided services. These include intent to interfere with, or disrupt services or networks; testing/scanning systems or network for vulnerabilities; breaching security or authentication measures; providing access for multiple users via Wi-Fi to a single service.

In the case of any situation identified as possible unfair use, SDL Technology will investigate the breach, and if confirmed, action will be taken. Possible consequences include:

Formally requesting the user to change how they use the service;

Issuing of warnings;

Restricting access

Suspending or cancelling a service, with or without notice.

In situations where SDL Technology believes that any law has been broken, the matter will be reported to police for action. This includes provision of personal information (see our Privacy Policy).