

Fair Use Policy

30 NOVEMBER 2011



NBNCo
Bringing broadband to life



NBN Co Limited

Fair Use Policy

30/11/2011

Version: 1.0

Copyright

This document is subject to copyright and must not be used except as permitted below or under the Copyright Act 1968 (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of NBN Co. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by NBN Co in writing.

Copyright © 2011 NBN Co Limited. All rights reserved. Not for general distribution.

Environment

NBN Co asks that you consider the environment before printing this document.

1 Fair Use Policy

1.1 What is the Fair Use Policy?

- (a) This Fair Use Policy forms part of the Business Rules for the purposes of the Wholesale Broadband Agreement between NBN Co and Customer.
- (b) Capitalised terms used but not defined in this Fair Use Policy must be given the meaning in the Dictionary of the Wholesale Broadband Agreement.

1.2 To whom does the Fair Use Policy apply?

- (a) This Fair Use Policy applies to all Customers, irrespective of the Product supplied to that Customer by NBN Co.
- (b) Customers must comply with (and ensure that their Personnel comply) with this Fair Use Policy.

1.3 Purpose of the Fair Use Policy

- (a) The purpose of NBN Co's Fair Use Policy is to support the consistent supply of Products to Customers and ultimately to End Users according to the relevant Product Description and Product Technical Specifications.
- (b) NBN Co is conscious that NBN-Related Networks are a shared resource and recognises and takes seriously its responsibility to take action where the activities of one person detrimentally impacts the reasonable use of NBN-Related Networks by another person.
- (c) NBN Co expects each Customer to actively manage appropriate usage among its Downstream Customers and End Users to ensure a better network experience for everyone. NBN Co considers that the implementation of fair use policies by Customers will help to meet this expectation.

2 Unfair use

2.1 Unfair use for the purposes of the Fair Use Policy

- (a) Unfair use may include:
 - i use of NBN-Related Networks in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance;
 - ii undertaking (or attempting to undertake) any of the following activities without authorisation:
 - A accessing material or data or logging into a server or account; or

- B disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks or flooding a network; or
 - C probing, scanning or testing the vulnerability of a system or network; or
 - D breaching the security or authentication measures for a service or network.
- (b) Use of NBN-Related Networks and Ordered Products in accordance with the relevant Product Description will help to minimise the incidence of unfair use. A Product Description may specify a “Fair Use Policy” in respect of that Product or otherwise what "Fair Use" means in the context of that Product. Such Product specific fair use provisions are complementary to and do not limit this Fair Use Policy.

2.2 Customer's policies and prevention of Unfair Use by Downstream Customers and End Users

Customer must:

- (a) ensure that each contract between Customer and each Downstream Customer or End User (as the case may be) for the supply of Customer Products contains provisions:
 - i prohibiting each Downstream Customer and/or End User (as the case may be) from engaging in any conduct which would breach this Fair Use Policy (**Unfair Use**); and
 - ii entitling the Customer to take steps to prevent that Unfair Use (whether by way of disconnection or deactivation of equipment or suspension of the supply of the Customer Product or otherwise); and
- (b) if requested in writing by NBN Co to do so, exercise those rights to the extent necessary to prevent that Unfair Use by the Downstream Customer and/or End User (as the case may be).

3 Disconnection or Suspension

- (a) If NBN Co considers that Customer has breached this Fair Use Policy, NBN Co reserves the right to take all legal and technical steps available under that Customer’s Wholesale Broadband Agreement with NBN Co including requiring the Customer to disconnect or deactivate Customer Equipment, or suspending an Ordered Product or the relevant part of an Ordered Product.
- (b) This policy is supplementary to and does not limit any of NBN Co's rights.

4 Policy changes

NBN Co may, at any time and in its sole discretion, vary this policy to ensure the best possible experience for all Customers. This policy is supplementary to and does not limit any of NBN Co's rights.