

Fair Use Policy

nbn[™] Platform Interfacing Service Module

Wholesale Broadband Agreement



This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Fair Use Policy

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Version	Description	Effective Date
3.0	First issued version of WBA 3	17 November 2017

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Environment

nbn asks that you consider the environment before printing this document.

Introduction

The purpose of this **nbn**TM Platform Interfacing Service Fair Use Policy is to support the consistent supply of relevant products to all **nbn** customers and ultimately to End Users, recognising that the **nbn**TM Platform Interfacing Service is a shared resource and the activities of one person can detrimentally affect the use of the **nbn**TM Platform Interfacing Service and the **nbn**TM Infrastructure by another person.

This **nbn**TM Platform Interfacing Service Fair Use Policy:

- applies to Customer's use of the **nbn**TM Platform Interfacing Service ; and
- is intended to avoid adverse impacts on the quality or reliability of the **nbn**TM Platform Interfacing Service and the **nbn**TM Infrastructure by ensuring that Customer does not use, or permit others to use, the **nbn**TM Platform Interfacing Service in an excessive or unreasonable manner.

Non-compliance with this **nbn**TM Platform Interfacing Service Fair Use Policy may result in an immediate Ordering Freeze, Service Reduction or Suspension in relation to the **nbn**TM Platform Interfacing Service under clause F5 of the [Head Terms](#).

This document forms part of the **nbn**TM Platform Interfacing Service Module.

1. Fair use of networks, systems, equipment or facilities

Section 1 sets out the meaning of Unfair Use and Customer obligations in relation to use of networks, systems, equipment or facilities.

1.1 Customer obligations

Customer must not, and must ensure its Personnel do not, engage in Unfair Use.

1.2 Unfair Use

In this Fair Use Policy, **Unfair Use** means use of the **nbn**TM Platform Interfacing Service in a way that creates a risk to:

- (a) the integrity of the **nbn**TM Platform Interfacing Service and the **nbn**TM Infrastructure;
- (b) the integrity of the network, systems, equipment or facilities of Customer or any Other Customer used in connection with the **nbn**TM Network or at the National Test Facility;
- (c) the quality of any product or service supplied by **nbn** to Customer or any Other Customer;
or
- (d) the health or safety of any person.

Examples of conduct that may constitute Unfair Use include:

1. use of the **nbn**TM Platform Interfacing Service in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance; and
2. undertaking (or attempting to undertake) any of the following activities without authorisation:
 - (a) 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, flooding a network, stress testing or volume testing;

- (b) probing, scanning or testing the vulnerability of a system or network; or
- (c) breaching the security or authentication measures for a service or network.