



Byteway PTY LTD
Ph: 1300 298 392
Level 1/206 Lorimer St
Port Melbourne VIC 3207, Australia
www.byteway.com.au

Fair Use Policy

This Fair Use Policy applies to all services purchased from Byteway Solutions Pty Ltd.

It should be read in conjunction with our Standard Form of Agreement (**SFOA**).

1. General

1.1 This Fair Use Policy is designed to ensure that your use of our services does not breach any laws, hinder the efficient operation of our network, interfere with the rights of other customers, or negatively impact end users more broadly.

1.2 You are responsible for ensuring that your use of our services complies with this policy. You are also responsible for any use of the services by other users, including those to whom you supply the service.

1.3 You should consult this policy regularly to ensure that your activities comply with the most recent version.

1.4 If there is an inconsistency between the Terms and Conditions of the SFOA and this Fair Use Policy, this policy will take precedence.

1.5 If you become aware of any violations of this policy by other users, you are required to contact us immediately.

2. Illegal Activity

2.1 You must not use the service for any activity that breaches any law or violates any local, state, federal, or international law, order, regulation, or industry code of practice.

2.2 Prohibited activities include (but are not limited to) posting, disseminating, or—where applicable—accessing content that is unlawful, including:

(a) Content that infringes upon the copyright or other intellectual property rights of others. You assume all risks in determining whether material is in the public domain.

(b) Content that defames, harasses, or abuses individuals, or violates their privacy.

(c) Pyramid schemes or other forms of illegal solicitation.

(d) Fraudulent activities, including impersonating any person or entity, or forging another person's digital or manual signature.

(e) Content that is, or would be, classified by the Classification Board as RC-rated or otherwise deemed illegal.



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3. Security

3.1 You are responsible for any misuse of a service. This includes paying any costs (including call charges) associated with such misuse.

3.2 If Byteway incurs costs due to misuse of any service, you may be held liable for the payment of those costs.

3.3 You agree to indemnify Byteway against any consequences resulting from misuse of a service by you.

3.4 You must take all practical steps to prevent unauthorized access to any service by others.

3.5 The service must not be used to obtain or attempt to obtain unauthorized access to any computer, system, or network. If you do not have authorization, prohibited activities include (but are not limited to):

- (a)** Accessing, monitoring or using any data, systems, or networks.
- (b)** Probing, scanning, or testing the vulnerability of a system or network.
- (c)** Breaching any security or authentication measures for a system or network.
- (d)** Accessing the account or private information of any other person or entity.
- (e)** Accessing any server in violation of its acceptable use policy, including any attempt to perform the activities listed in (a) to (d) above

3.6 You must not:

- (a)** Use (or attempt to use) or distribute tools designed to compromise security, including but not limited to password guessing programs, cracking tools, packet sniffers, or network probing tools
- (b)** Knowingly transmit or disseminate any information or software that contains a virus or other harmful feature
- (c)** Use (or attempt to use) the service in a way that may interfere with the technical operation of the service or any other computer, system, network, or telecommunications service. This includes (but not limited to) denial-of-service attacks, network flooding, service overloading, improper seizing, abuse of operator privileges, or attempts to crash a host
- (d)** Interfere (or attempt to interfere) with the normal operation of our systems or network connections.



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3.7 You are solely responsible for the security of any device you choose to connect to the service, including any data stored on that device.

3.8 We recommend against enabling file or printer sharing of any kind. You should take appropriate precautions to prevent unauthorized access to shared files or services

3.9 You must notify us immediately of any unauthorized or attempted unauthorized use of your service, as well as any breach or attempted breach of security.

4. Risks of the Internet

4.1 You bear all risk associated with activities conducted with accessing the Internet. Byteway Solutions accepts no liability for any claims, losses, actions, damages, suits or proceedings arising from or relating to such activities.

4.2 You may reduce the risk of accessing illegal or offensive content—and better manage Internet usage—by using a filtering solution. Upon request, we can provide access to one or more filtering solutions at a reasonable cost as part of the service..

4.3 You are solely responsible for any content you publish via websites, email, newsgroups, online forums, or other publishing platforms accessed through the service.

4.4 You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may be inappropriate for them.

5. SPAM

5.1 In this Policy, “Spam” refers to one or more unsolicited commercial electronic messages to which the *Spam Act 2003* applies. Derivations of the word “Spam” carry corresponding meanings.

5.2 This Policy prohibits you from using your service to send Spam. If you breach this prohibition, Byteway may suspend or terminate your Service.

5.3 You agree to use your service in compliance with the *Spam Act 2003* and will not engage in any practices that would result in a breach of the Spam Act. Specifically, you agree not to use, attempt to use, or allow your service to be used to:

(a) Send, allow to be sent, or assist in the sending of Spam

(b) Use or distribute any software designed to harvest email addresses



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(c) Host any device or service that enables email to be sent between third parties not under your authority or control

(d) Otherwise breach the *Spam Act 2003* or the *Spam Regulations 2004*.

5.4 You agree to use your reasonable best endeavours to secure any device or network within your control against being used by third parties in breach of your Spam obligations. This includes, where appropriate:

(a) Installing and maintaining antivirus software

(b) Installing and maintaining firewall software

(c) Applying operating system and application software patches and updates.

6. Automated Applications

If automated programs or programs that maintain a persistent connection to a remote service are used, they must only operate while you are physically present at the computer. These activities include (but are not limited to) automated file downloading, IRC 'bots', continuous streaming media and peer-to-peer file sharing applications.

7. Excessive Use

You must use your Service in accordance with any download or capacity limits stated in the specific plan you subscribe to. We may limit, suspend, or terminate your Service if you unreasonably exceed those limits or excessively use the capacity or resources of our network in a way that may hinder or prevent us from providing services to other customers, or that may pose a threat to the integrity of our network or systems.

8. Violation of Fair Use Policy

8.1 If you, or someone with access (including unauthorized access) to a service, use the service in a way that we reasonably believe violates this policy, we may take any responsive action we deem appropriate.

8.2 Such actions may include (but are not limited to) the immediate suspension or cancellation of all or any portion of the service.



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8.3 We may take any other legal or technical action we deem appropriate, including pursuing offenders to recover the costs and expenses of identifying them. If your use of the service causes loss to third parties and we are required to pay compensation, you must reimburse us.

8.4 While we are not obligated to regularly monitor your usage of the service, we reserve the right to do so to identify violations of this policy and to protect our network, other users of the service, and the broader Internet community.

8.5 We reserve the right to investigate any use of the service that we reasonably suspect violates this policy. This may include gathering information from the user(s) involved and the complaining party (if any), and examining transmissions and material on our servers and network. During an investigation, we may suspend the affected services or interrupt transmission

8.6 To enforce this policy, you authorize us (or our agents) to cooperate with:

- (a)** Law enforcement authorities in the investigation of suspected criminal violations
- (b)** System administrators at other Internet service providers or network/computing facilities
- (c)** Such cooperation may include providing usernames, IP addresses or other identifying information about a user.

8.7 Any failure by us to enforce this policy, for any reason, shall not be construed as a waiver of our right to do so at any time.

8.8 You agree that if any portion of this policy is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

9. Unreasonable Use

9.1 We consider your use of the service to be unreasonable if:

- (a)** Your usage affects other customers' access to the network
- (b)** You set up devices that limit other customers' ability to access the service
- (c)** We reasonably believe you have breached this Fair Use Policy.

9.2 If, at our sole discretion, we determine that you have made unreasonable use of the service, we may terminate the service, temporarily suspend it, or request that you change the way you use the service.

9.3 If we terminate the service, you will be liable for any applicable early termination fees.