



# Fair Use Policy

February 2023



## 1. About our Fair Use Policy

- 1.1 This policy (**Fair Use Policy**) covers the network of Lynham Networks Pty Ltd (ABN 17 602 258 337) trading as Lightning Wholesale (**Lightning Wholesale**) and its network equipment. It is designed to keep the network and all services safe, available and performing to specification for all users.
- 1.2 By using a Lightning Wholesale service directly or indirectly you acknowledge that you accept these use terms and agree to use our services for ordinary business or residential use depending on the description of the product.

## 2. Unfair uses and breaches

- 2.1 The following actions, undertakings or omissions by any customer, end-user or person accessing the network or any of the services shall be deemed to be unfair uses and/or breaches of this Fair Use Policy:
  - a) use or attempt to use of the network or any network equipment for illegal purpose
  - b) use or attempt to use the network and any network equipment in any way that creates or increases or is likely to increase or create a risk to:
    - i) integrity or security of the network or any part of it as determined by Lightning Wholesale
    - ii) integrity of network equipment or any facilities of Lightning Wholesale or a Retail Service Provider (**RSP**) operating on the network
    - iii) the quality and efficiency of any product or services supplied by Lightning Wholesale or its RSPs
  - c) damaging, disabling, disrupting, congesting or interfering with the operation of a service delivered across the network (including attempts to increase the capacity or performance inconsistent with the description of the service in our agreement with our customer)
  - d) damage to any reputation, property or the health or safety of any person,
  - e) to engage in abusive behavior towards Lightning Wholesale or RSP staff or contractors

- f) to transmit, publish or communicate any material or to engage in any behavior which is defamatory, abusive, menacing or harassing or constitutes inappropriate conduct with children
- g) to access, store, reproduce, distribute or publish any content, information or material which is prohibited under Commonwealth, State, Territory law or protected by copyright, patent, trademark, design or other intellectual property right
- h) to access, store, reproduce or distribute any software with the intent to compromise security of network or system, including any virus or malware
- i) to access, monitor, control or manipulate any other person's equipment, system, network or data without that person's consent
- j) to access or attempt to access protected information including a breach of Lightning Wholesale's third-party security measures
- k) to engage in fraudulent activities or make fraudulent offers to buy or sell products, services or items
- l) to engage in any malicious activity impacting the network, another user or any person including phishing attacks
- m) to support bureau services, data aggregation applications, wholesale telecommunications services, resale to end users for profit, sharing between separate dwellings or tenancies (unless expressly permitted in the service description) or other non-standard uses that fall outside our product description for residential or business services
- n) to send, allow to be sent or assist in sending spam or to engage in any activity which may breach the Spam Act 2003, or any regulations made under the Spam Act 2003
- o) use or attempt to use for any purpose that interferes with or poses a risk to our network or other customer services or has been previously advised by Lightning Wholesale to be prohibited

### 3. General

- 3.1 The customer, end-user or any person accessing the network must use reasonable measures to adhere to and control the breach of this Unfair Use Policy including where appropriate:
  - i) install, maintain and use antivirus, firewall software and application software patches and updates

- ii) secure account information, password and prevent unauthorized access of the Service
- iii) for residential users, checking and maintaining network settings and practices from time to time to ensure compliance with this Fair Use Policy
- iv) for business and other users, creating and enforcing appropriate workplace network usage policies consistent with this Fair Use Policy

3.2 Lightning Wholesale has the right to suspend, cancel or restrict the supply of service or network usage to any customer, end-user or person accessing the network for the breach of this Fair Use Policy irrespective of whether the breach or suspected breach was committed intentionally or unintentionally.