

1. PURPOSE

This Acceptable Use Policy (AUP) sets out the rules and requirements for customers using Fibre Up internet services. It is intended to protect the security, performance, integrity and lawful operation of the Fibre Up network and services.

This AUP forms part of the Fibre Up Standard Form of Agreement and applies to all users of Fibre Up internet services.

2. LAWFUL USE

Customers must use the Fibre Up service only for lawful purposes and in accordance with all applicable Australian laws and regulations.

Customers must not use the service to:

- Commit, facilitate or promote unlawful activities.
 - Access, distribute, store or transmit illegal content.
 - Engage in fraud, identity theft, phishing or scams.
 - Infringe copyright, trademark or intellectual property rights.
 - Obstruct or interfere with law enforcement investigations.
 - Breach any applicable privacy or telecommunications laws.
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3. NETWORK SECURITY

Customers must not use the service in any manner that compromises the security or operation of the Fibre Up network or any third-party network.

Prohibited activities include:

- Attempting to gain unauthorised access to systems, devices, networks or accounts.
 - Conducting security attacks, denial-of-service attacks, vulnerability scans or penetration testing without authorisation.
 - Introducing viruses, malware, ransomware or other malicious code.
 - Disrupting or degrading network performance for other users.
 - Circumventing network security controls or service restrictions.
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4. EMAIL AND MESSAGING ABUSE

Customers must not use the service for:

- Sending unsolicited bulk emails (spam).

- Operating spam relays or open mail servers.
- Sending deceptive, misleading or fraudulent communications.
- Distributing malware through email or messaging platforms.

Fibre Up reserves the right to restrict services generating excessive spam or malicious traffic.

5. EXCESSIVE OR UNREASONABLE USAGE

All Fibre Up plans include unlimited data; however, customers must use the service reasonably and in a manner that does not materially impact the experience of other customers.

Fibre Up may investigate and manage usage that:

- Causes network congestion.
- Places excessive load on network infrastructure.
- Interferes with the delivery of services to other customers.
- Involves automated or abusive traffic patterns.

Where necessary, Fibre Up may implement reasonable traffic management measures to maintain network performance and stability.

6. CONTENT STANDARDS

Customers must not use the service to:

- Publish, distribute or transmit unlawful content.
- Harass, abuse or threaten individuals.
- Incite, facilitate or promote fraud, violence or criminal activities.
- Host content prohibited under Australian law.

Fibre Up reserves the right to cooperate with law enforcement agencies where required by law.

7. EQUIPMENT AND NETWORK INFRASTRUCTURE

The Fibre Up Network Termination Device (NTD) and fibre infrastructure installed up to the NTD remain the property of Fibre Up.

Customers must not:

- Tamper with Fibre Up equipment.
- Modify or relocate the NTD.
- Connect equipment that may damage the Fibre Up network.
- Interfere with fibre infrastructure or network facilities.

Customers may be responsible for repair or replacement costs resulting from damage caused by misuse, negligence or unauthorised modifications.

Where a customer receives a **Foxtel service**, any Foxtel IQ2 set-top box, or any replacement or equivalent equipment supplied on a rental, loan or similar basis, remains the property of Foxtel or its nominated equipment provider. The customer must not sell, transfer, dispose of, remove, tamper with, misuse, deliberately damage or otherwise interfere with that equipment.

The customer must take reasonable care of the equipment and return it when required, in accordance with the applicable Foxtel service terms. The customer may be responsible for reasonable repair or replacement costs arising from loss, theft, deliberate damage, misuse, negligence or failure to return the equipment, to the extent permitted by law.

8. RESALE AND COMMERCIAL USE

Unless otherwise expressly stated in the applicable service agreement or plan terms, Fibre Up services are residential-grade services intended for residential use. They are not designed, supplied or supported for commercial, business, enterprise or other mission-critical operations.

Customers who require a service for commercial, business or enterprise purposes must obtain Fibre Up's prior written approval and may be required to enter into a separate service agreement subject to additional terms, service levels, charges and conditions.

Unless expressly authorised in writing by Fibre Up, customers must not:

- Resell Fibre Up services.
- Share services outside the registered premises.
- Operate as an internet service provider using Fibre Up residential services.

9. MONITORING AND COMPLIANCE

Fibre Up may monitor network performance, traffic volumes and service activity for operational, security and compliance purposes.

Fibre Up does not routinely inspect the content of communications but may investigate service usage where:

- Required by law.
- Reasonably necessary to protect the network.
- Responding to customer complaints or abuse reports.
- Managing security incidents.

Any personal information collected will be managed in accordance with the Fibre Up Privacy Policy.

10. BREACH OF THIS POLICY

If Fibre Up reasonably believes a customer has breached this AUP, Fibre Up may:

- Issue a warning.
- Request corrective action.

- Restrict network access.
- Suspend the service.
- Terminate the service.
- Refer matters to relevant authorities.

Where appropriate, Fibre Up will provide notice before taking action.

Repeated or serious breaches may result in immediate suspension or termination.

11. CUSTOMER RESPONSIBILITIES

Customers are responsible for:

- Ensuring devices connected to the service are secure and free from malware.
- Maintaining appropriate passwords and account security.
- Ensuring all users of the service comply with this policy.
- Reporting suspected security incidents affecting their service.

12. CHANGES TO THIS POLICY

Fibre Up may amend this Acceptable Use Policy from time to time. The latest version will be published on the Fibre Up website.

Continued use of the service after publication of an updated policy constitutes acceptance of the revised policy.

-- End of Acceptable Use Policy --