



## **City Cable Australia Acceptable Use Policy**

**Company ACN: 609 005 772**

**Effective from 1 January 2023**

This Acceptable Use Policy is applied to our Services and Products.

This is to ensure our Services remain available to eligible customers and to promote fair use for every user. Our products are designed to be generous, and we aim to prevent abuse of these terms.

Under clause 7.1, 7.2, and 7.3 of the [General Terms, \(hyperlink to CSA\)](#), we may immediately suspend, cancel, or restrict your Service if you or anyone accessing you Service breaches this Acceptable Use Policy.

### **Prohibited Use**

You, and anyone accessing your Service, must not use or attempt to use the Service for:

- (a) Illegal purposes or practices.
- (b) Any purpose we have informed you is prohibited in your Application or Service Description.
- (c) Activities that damage, interfere with, or threaten the operation of a Service, our Network, or a supplier's network.
- (d) Unsafe activities or those that may harm property or individuals.
- (e) Transmitting or engaging in defamatory, abusive, menacing, or harassing content.
- (f) Abusive behaviour toward our staff.
- (g) Inappropriate contact with children or minors.
- (h) Infringing intellectual property rights (e.g., copyright, patents, trademarks).
- (i) Maliciously manipulating data to impersonate or obscure its origin.
- (j) Accessing, monitoring, or controlling others' systems or data without consent.
- (k) Attempting to bypass security measures of our or third-party systems.
- (l) Using or distributing software intended to compromise network security.
- (m) Fraudulent activities or financial scams.
- (n) Malicious or unreasonable activities that impair others' use of Services.
- (o) Accessing or distributing unlawful or restricted content under Australian law.

If you use our web hosting services, storing credit card data without our express written consent is prohibited due to PCI requirements.

## **Unreasonable Use**

Unreasonable use occurs when your activity:

- (a) Causes significant network congestion, disruption, or adversely affects our or a supplier's network.
- (b) Negatively impacts other customers' access to Services.
- (c) Resupplies or resells the Service without our written consent.
- (d) Constitutes "non-ordinary use," such as:
  - Using a residential service for commercial purposes.
  - Running telemarketing businesses without written approval.
  - Using unapproved equipment on our Network.

If we detect non-residential usage or other unreasonable activity, we may require you to adjust your usage. Failure to comply could result in suspension or disconnection without notice.

## **Excessive Use**

You must adhere to any download, capacity, or usage limits outlined in your Service plan. Excessive use that hinders service availability for others or threatens our Network's integrity may result in restrictions, suspension, or termination.

## **Spam**

"Spam" refers to unsolicited commercial messages as defined by the Spam Act 2003.

You must not use the Service to:

- (a) Send or assist in sending Spam.
- (b) Distribute email-harvesting software.
- (c) Violate the Spam Act 2003 or its regulations.

## **Security**

You are responsible for securing your Service, including protecting passwords and account details. We recommend using firewalls and antivirus software. You are liable for charges resulting from unauthorized use of your Service by individuals you allow access to.



## **Copyright**

Accessing, downloading, or distributing copyrighted material without permission is illegal. If we suspect copyright infringement, we may request you cease such activities. Continued infringement may result in suspension or termination of your Service without prior notice.

## **Content**

You are responsible for the content you access, store, or distribute through our Network. It is your responsibility to prevent minors from accessing inappropriate material via your Service. Inappropriate use of the Service may result in immediate suspension or termination. Any access to child abuse material will be reported to the Australian Federal Police, as required by law.

## **General**

You must take reasonable steps to secure your network and devices, including:

- (a) Installing and maintaining antivirus and firewall software.
- (b) Keeping your software up to date.
- (c) Protecting your account details and Wi-Fi network.
- (d) Ensuring household members or authorized users comply with this Policy (residential users).
- (e) Enforcing appropriate workplace policies for business users.

We may suspend, cancel, or restrict your Service for breaches, whether intentional or unauthorized (e.g., caused by malware or security breaches).