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1. GENERAL TERMS

- 1.1. This Policy aims to ensure we provide quality services to all our customers, and that our customers do not use our products or services in an excessive, unreasonable, or fraudulent manner that may harm or disadvantage others.
- 1.2. This Policy is subject to and should be read in conjunction with our Communication Solutions Agreement (CSA) that can be found on our website. This Policy applies to any promotion or plan which is stated to be subject to our Fair Use Policy. Some of our services may also be subject to additional fair use policies or terms. Please review the relevant Schedule of our CSA that applies to your service for further information about these additional fair use policies or terms.
- 1.3. We reserve the right to vary this Policy at any time. An up-to-date copy of this Policy is available at www.kissps.com.au or by contacting Customer Service on 1300 547 777.

2. UNREASONABLE USE

- 2.1. You must not make unreasonable use of the services we supply to you. Unreasonable use includes any use that we consider (in our reasonable opinion):
 - 2.1.1. interferes with others' use of the networks over which the services are provided;
 - 2.1.2. causes significant congestion or reduces our ability to provide quality services to other uses of the networks;
 - 2.1.3. attempts to bypass or manipulate limitations or usage restrictions on the services, including by switching or rerouting call traffic, disguising the originating party information, or breaching any other use limitations for the relevant services set out in our CSA;
 - 2.1.4. involves wholesaling, reselling or charging for access to any service without our express prior written agreement; or
 - 2.1.5. constitutes abnormal or excessive use of the service in violation of this Policy or the terms that apply to that service.

3. UNACCEPTABLE USE

- 3.1. You must not use the services we supply to you for any unacceptable, inappropriate, unlawful or harmful purpose, including which:
 - 3.1.1. is a fraudulent use;
 - 3.1.2. interferes with the rights of third parties;
 - 3.1.3. involves the provision of false information to us or other users;
 - 3.1.4. involves the sending of unsolicited or unwanted commercial electronic messages to individuals or businesses;
 - 3.1.5. uses the services to gain improper access to another person's personal information or accounts;
 - 3.1.6. uses the services to violate any laws or the rights of any third parties;
 - 3.1.7. uses the services to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
 - 3.1.8. involves distributing or making available material that is misleading or deceptive in any way;
 - 3.1.9. infringes any person's intellectual property rights; or
 - 3.1.10. monitors data or traffic on any network or system if you do not have the authorisation of the owner of the network or system to do so.

4. YOUR USE OF THE INTERNET

- 4.1. Where our services allow you to access and use the internet, you are responsible for your use or misuse of those services. You must comply with any rules imposed by any third party whose content or service you access using the service.
- 4.2. We do not bear any responsibility or liability for your use of the internet. You are responsible for all content that you publish using our services. We may block access

to, remove, or refuse to post any content which you attempt to post, which we reasonably consider to be offensive, indecent, unlawful or otherwise inappropriate.

- 4.3. We may be directed by a court, regulator or law enforcement agency to remove content from our servers or to block users from accessing content via the internet. We may also be required to remove copyright materials from our servers or to prevent users from accessing copyright materials from the internet where directed by the copyright holder.

5. YOUR USE OF SIP TRUNK SERVICES

- 5.1. Where our services allow you to utilise Sip Trunks, you are responsible for your use or misuse of those services.
- 5.2. We permit a maximum of 1000 minutes of usage per channel, per month. A channel refers to an individual SIP trunk that is used to connect to the Provider's network.
- 5.3. If you exceed the maximum usage of 1000 minutes per channel in any given month, we reserve the right to take the following actions:
 - 5.3.1. Contact you to discuss your usage patterns and to explore options to reduce your usage;
 - 5.3.2. Impose additional charges for excessive usage at a rate to be determined by us;
 - 5.3.3. Suspend or terminate your access to the Services, in the event that the excessive usage continues.
- 5.4. We reserve the right to determine what constitutes acceptable usage of the Services. The following types of usage are considered unacceptable and may result in us taking action to enforce this policy:
 - 5.4.1. Usage that is intended to circumvent any limitations or restrictions imposed by us
 - 5.4.2. Usage that is intended to damage or interfere with our or our 3rd party service provider's network or infrastructure;
 - 5.4.3. Usage that is fraudulent, illegal or otherwise in violation of any applicable laws or regulations.
 - 5.4.4. AutoDialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call centre operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage.
- 5.5. We reserve the right to amend this policy at any time without prior notice. Customers are responsible for reviewing this policy periodically to ensure compliance with the most current version.

6. YOUR USE OF MOBILE SERVICES

- 6.1. Where our services allow you to utilise Mobile Services, you are responsible for your use or misuse of those services.
- 6.2. We reserve the right to determine what constitutes acceptable usage of the Services. The following types of usage are considered unacceptable and may result in us taking action to enforce this policy:
 - 6.2.1. placing calls to 18xx or 13xx numbers to make indirect calls through other providers (including to calling card providers);
 - 6.2.2. using the Service to make international calls without paying long-distance charges by dialling certain access numbers, or using the Service for the purposes of arbitrage;

- 6.2.3. using the Service with a device that automatically dials numbers that are either generated randomly or from a list;
- 6.2.4. using a SIM sold for one purpose for a different purpose, for example using a 'mobile voice' SIM in a non 'mobile voice' device or using a SIM sold for machine-to-machine use in a device not used for machine-to-machine communications;
- 6.2.5. using the Service for multiple simultaneous calling, except where using standard conference call features;
- 6.2.6. using the Service for bulk messaging;
- 6.2.7. using the Service for autodialling or continuously call forwarding;
- 6.2.8. using the Service for machine-to-machine communication, unless specifically sold to you for that purpose;
- 6.2.9. making calls or sending TXTs which aren't standard person-to person communications;
- 6.2.10. using the Service for application-to-person communication;
- 6.2.11. using the Service to disguise the origin of a use or communication;
- 6.2.12. using the Service to access, monitor or use any data or traffic on any systems or networks without authority or consent; or
- 6.2.13. using the Service to exploit any network and/or protocol misconfiguration or weakness that may cause a data charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element, therefore allowing customer traffic to proceed without checking of balance, time/volume limits, speed tier changes, deduction of funds or monthly charges for use of the service.
- 6.2.14. causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network; or exploiting any misconfiguration or weakness of a system or network in a way that creates a risk to the security or integrity of any system or network and without authorisation.
- 6.2.15. engaging in conduct which affects the GSM Network or 3G/4G/5G Network or another person's network including the sending of commercial electronic messages as defined under the SPAM Act 2003 (Cth).
- 6.2.16. not complying with the SMS Code of Conduct irrespective of whether the SMS Code of Conduct has been registered by the ACMA under Part 6 of the Act.

7. BREACH OF POLICY

- 7.1. If you are in breach of this Policy or any additional fair use terms that apply to your service in accordance with our CSA, we may take remedial action. We may also take remedial action if we are required to do so by applicable law, a regulator or court order.
- 7.2. Where reasonable and not prevented by law, we will notify you that you are in breach of this Policy and/or the fair use terms in our CSA using the contact details we have registered for your account (which may include email, SMS or phone).
- 7.3. If we deem your usage to be unreasonable or a minor breach of this Policy, we may first request that you correct your use before we take any other action, such as by requiring you to change or reduce your use in a manner that brings it in compliance with this Policy and our CSA.
- 7.4. If we deem your usage to be a material breach of this Policy, to have serious consequences to others, or to remain uncorrected within a reasonable period after we have notified you of the breach, we may immediately (with or without notice to you):
 - 7.4.1. give you a warning that further repetition of the breaching activities may result in suspension or termination of your service;
 - 7.4.2. suspend or limit all or any part of your service;
 - 7.4.3. terminate your contract with us for the service;
 - 7.4.4. exercise any other rights or remedies we have under our CSA;
 - 7.4.5. filter, block or remove any of your content from our servers or networks;

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- 7.4.6. implement technical mechanisms to prevent behaviour which breaches this Policy;
 - 7.4.7. co-operate with other carriers and carriage service providers to control and prevent unacceptable behaviour;
 - 7.4.8. report any conduct or activities to applicable law enforcement or regulatory agencies; and/or
 - 7.4.9. take any other action we deem necessary, including action against offenders to recover costs and expenses.