

## Loan Router Acceptable Use Policy

This document sets out the rules which apply to your use of the Loan Router we provide to you for connection to the National Broadband Network or Asymmetric Digital Subscriber Line network.

### 1. Definitions

The following definitions are used in our Acceptable Use Policy.

**Loan Router Authorisation Form** means the application form you complete for the Loan Router we provide to you.

**Policy** means this Acceptable Use Policy, a copy of which is accessible on our website at <http://www.bendigoelco.com.au/compliance>

**SFOA** means our Standard Form of Agreement.

**ADSL** means the Asymmetric Digital Subscriber Line network.

**NBN** means the National Broadband Network.

### 2. Application of this Policy

This Policy applies to all customers who acquire a Loan Router from us.

Your obligation to comply with this Policy includes your obligation to ensure any person who you authorise or permit to use your Loan Router also complies with this Policy.

Your failure to comply with this Policy (including by any person who you authorise or permit to use your Router may lead to the restriction, suspension or termination of Service.

### 3. Responsible Usage

You must use your Loan Router responsibly and in accordance with the law.

If you engage in any conduct which could result in injury or damage to any person or property (including our network, systems and equipment), access to your Service may be restricted, suspended or terminated without prior notice.

You **must not** use or attempt to use your Loan Router to access, send, distribute or otherwise make available any content or material which:

- defames, harasses, threatens, abuses, menaces, offends or incites violence or hatred against any person or class of persons whether on grounds of gender, race, religion or otherwise;
- is prohibited or unlawful under any Commonwealth, State or Territory law or classification system, or which is likely to be offensive or obscene to a reasonable person;
- is confidential, subject to copyright or any other rights of a third party (unless you have a lawful right to do so); or
- is otherwise illegal, fraudulent or likely to give rise to civil or criminal proceedings.

You **must not** use or attempt to use your Loan Router to:

- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- hinder, restrict or interfere with the normal operation of our network, systems and equipment or that of any other person;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- send or distribute unsolicited commercial electronic messages in breach of the provisions of the *Spam Act 2003 (Cth)*; or
- send or distribute any material or take any other action with the aim of overloading any network or system (including our network and systems).

You must not authorise, aid, abet, encourage or incite any other person to do or attempt to any of the acts or engage in any of prohibited conduct described above.

#### 4. **Security**

You are responsible for:

- maintaining the security of your Service, including protection of account details, usernames and passwords against unauthorised use by a third party;
- all charges incurred by other persons who you authorise or permit to use your Service, including anyone to whom you have disclosed your password and account details; and

#### 5. **Copyright**

You must not use your Service to copy, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the *Copyright Act 1968 (Cth)* or any other applicable law.

You acknowledge and agree that we have the right to immediately cease hosting and to remove from our network or systems any material upon receiving a complaint or allegation that the material infringes the copyright or any other intellectual property rights of any person.

#### 6. **Access to Internet content**

You are responsible for determining the content and information you choose to access on the Service when using your Loan Router.

It is your responsibility to take all steps you consider necessary to prevent access to offensive or obscene content on the Internet by children or minors who you authorise or permit to use your Loan Router. You may obtain further information on the filtering products by contacting: <http://www.bendigotelco.com.au/compliance>

## 7. Communicating with others

You must not use, attempt to use or permit to be used your Loan Router to make inappropriate contact with children or minors who are not otherwise know to you.

You are responsible for any content you send or distribute (or permit to be sent or distributed) to other Internet users using your Service including, but not limited to, content you post on web pages, email, chat or discussion forums, bulletin boards, instant messaging and other services available via the Internet. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Service without notice.

## 8. Complying with regulatory authorities

Commonwealth legislation allows the Australian Communications and Media Authority (**ACMA**) to direct us to remove from our network and servers any content which is classified, or likely to be classified, as 'prohibited' content. You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any law enforcement agency and you acknowledge that we may comply with the directions of such authorities without notice to you.

You acknowledge that we reserve the right to restrict, suspend or terminate your Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Service is subject to any investigation by law enforcement agencies or regulatory authorities.

## 9. Complaints

If you have a complaint about Internet content, you should visit ACMA's website at [www.acma.gov.au/hotline](http://www.acma.gov.au/hotline).

If you have any questions or concerns about this Policy, you should contact us at [compliance@bendigotelco.com.au](mailto:compliance@bendigotelco.com.au) or by calling 1300 228 123.

## 10. Insurance

You are responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time you assume custody until it is returned to us.

Once your fault ticket has been marked as resolved and you have been advised of this, you must return the Loan Router to **Bendigo Telco 23 McLaren Street Bendigo VIC 3550** within fourteen (14) days either in-person, via Australian Post Satchel Post, or Courier. You will be provided with a Self-Addressed Australian Post Red Return Satchel. If you have misplaced this, you will need to cover the charges for another Satchel.

If the Loan Router has not been received by us after fourteen days, your account will be invoiced for the replacement of the Loan Router. The price of replacement will depend on the model you were sent by us. Prices range between \$59.95 - \$169.95 Australian Dollars or higher in extreme circumstances.

## 11. Changes

We may vary this Policy by posting the revised Policy on our website at <http://www.bendigotelco.com.au/legal/sfoa-compliance>. We may also give notice to you of any variation of this Policy by email to the email address notified by you or otherwise in accordance with the notice provisions of our SFOA. The continued use of your Service after such posting or notice will constitute your acceptance of the variation.