

## **TELSTRA FAIRPLAY POLICY**

### **Why do we have a FairPlay Policy?**

1. We want all customers to have fair access to our Services. Our FairPlay Policy aims to ensure Services are used legally and in a way that protects our equipment and Network. Use outside this Policy can impact how our Network operates, lessen service quality, and reduce reliability, and that's not fair.

### **We may monitor your Service for excessive or unusual use patterns**

2. We may monitor and review your Services for excessive or unusual use patterns. We may notify you where we identify them.
3. You agree to cooperate with us as reasonably necessary for any review, including giving us information and explanations about your use within a reasonable time.

### **What happens if you breach our FairPlay Policy?**

4. If we reasonably believe you've breached this Policy, we may slow, suspend, block, cancel or limit your right to use your Service or one or more features of your Service without notice.
  - 4.1. Additionally, if we reasonably suspect you to be using your service for fraudulent activity or scam, we may take any other actions we deem reasonably necessary to protect customers or our network.

NOTE: In taking action to detect and combat scam or fraudulent use, we will take reasonable steps to avoid impacting you if you are using your service legitimately. However, we cannot guarantee your service will not be impacted. If we become aware that you've been impacted when you shouldn't have, we will return your service as soon as possible.

5. We may notify you of the breach and give you 30 days to start complying with the Policy or fix the breach. If you don't start complying or fix the breach, we may suspend, cancel or limit your right to use the relevant Service.

### **FairPlay Policy Rules**

6. A legitimate use of Services for their intended purposes will not be a breach this Policy.

### **No unlawful use**

7. You must comply with all applicable laws while using your Services. You must not use your Services:
  - 7.1. to break the law or allow anyone else to do so (including by breaching the Online Safety Act 2021 (Cth) or any applicable content requirements, regulations, or applicable codes of practice);
  - 7.2. to infringe on another person's rights, including by:
    - (a) deleting author acknowledgements, legal notices, proprietary designations, or labels in any file uploaded to an information service; or
    - (b) downloading files where you know (or should know) that the file was illegally distributed;

- 7.3. to abuse, threaten or embarrass another person, including by:
  - (a) making obscene, threatening or defamatory remarks or inciting hatred; or
  - (b) creating or sending content that's inappropriate or offensive to the intended recipients; or
- 7.4. in a way that causes us to breach, or fail to meet the requirements of, any applicable law, regulation, or applicable codes of practice, or infringe on another person's rights.
- 7.5. in a way we reasonably consider to be scam or fraudulent use.

#### **No unreasonable use**

- 8. You must not unreasonably use your Services. Unreasonable use includes any use that (in our reasonable opinion):
  - 8.1. is fraudulent use;
  - 8.2. interferes with others' use of our Network;
  - 8.3. causes significant Network congestion or reduces our ability to provide quality services to other Network users; or
  - 8.4. attempts to manipulate or bypass any Service limitations, including rerouting call traffic to disguise the originating party or any breach of these Standard Terms.

#### **No inappropriate or harmful use**

- 9. You must not inappropriately or harmfully use your Services, including:
  - 9.1. creating or sending inappropriate or harmful content, including content that is in contravention of any Australian State, Territory or Commonwealth law, including the Online Safety Act 2021 (Cth);
  - 9.2. creating or distributing any material that you know or suspect may contain a virus or other harmful component;
  - 9.3. connecting non-compliant or unapproved equipment and devices to your Services;
  - 9.4. attempting to unlawfully gain access to personal information or financial details;
  - 9.5. obtaining unauthorised access to any computer, system or network; or
  - 9.6. in a way we reasonably consider could adversely affect or prejudice us or our or its reputation.
- 10. You must not use that Service for anything we reasonably consider to be outside ordinary use for that Service.
- 11. You must not use your Services for the purposes of:
  - 11.1. Resupplying or reselling any part of a Service or a Service which makes use of any part of the Service (including SIM cards) (such as the bulk sending of SMS or MMS messages);
  - 11.2. using a Service for arbitrage or to provide services to a carrier or carriage service provider; or
  - 11.3. using a Service as a carrier or carriage service provider.

#### **No excessive use**

- 12. You must not use your Service excessively. Factors we reasonably consider may point to excessive use include:

- 12.1. significant and unusually high volume of uploads or messages (including SMS, MMS or emails);
- 12.2. messages (including SMS, MMS or emails) to a significant and unusually high volume of people;
- 12.3. activity suggesting your Service is infected with a virus or other malicious software;
- 12.4. unusually high number of devices or Services associated with your address or account;
- 12.5. excessive use that is detrimental to you or our other customers;
- 12.6. unusual or excessive use of back to base services;
- 12.7. any usage that suggests irregular Network access, e.g. unusually long calls, an unusual pattern of messages or short calls over a short time, an unusually large volume of calls (particularly to premium-rate or international services);
- 12.8. any other characteristics we consider aren't associated with ordinary personal use or internal business use; and
- 12.9. any other considerations recommended or mandated by any law, regulation, or applicable code of practice