SKY5G AUSTRALIA

Fair and Acceptable Use Policy

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Sky5G Australia Fair and Acceptable Use Policy Summary

Sky5G Australia provides **unlimited data with no excess data charges**. If we detect usage that violates this policy, is excessive, or has caused problems for other users, we may slow your service down. This Fair and Acceptable Use Policy exists because 5G is a shared radio network, and a small number of extreme or commercial uses can affect every household connected to the same cell.

This policy applies to all Sky5G Australia services, whether purchased online or through an authorized retail reseller, and forms part of your service terms.

What unlimited means

Your plan includes unlimited data for ordinary personal and household internet use. We do not charge per gigabyte, and there are no excess data charges. If we detect usage that violates this policy, is excessive, or has caused problems for other users, we may slow your service down.

Permitted use

Normal household internet activity is always permitted, including:

- Streaming video and music, in any quality your connection supports.
- Online gaming and game downloads.
- Working and studying from home, including video conferencing and large file transfers.
- Smart-home devices, cameras, and backups.
- Sharing the connection with members of your household.

Heavy use of these kinds is not a breach of this policy on its own. Usage is excessive only if it goes well beyond ordinary household use, or hinders our ability to provide services to other customers.

Non-permitted use

The following uses are outside the intended purpose of a residential unlimited plan and are not permitted:

- **Resale or shared provision** of the service to persons outside your household, except by authorized Sky5G resellers under a reseller agreement.

- **Commercial-scale hosting** — operating public server farms, commercial hosting, or datacenter-style workloads over a residential connection.
- **Continuous machine-to-machine or bulk transfer operations** that run at sustained high volume and materially degrade the performance of a cell for other users.
- **SIM boxing, interconnect bypass, or other fraud** — using Sky5G SIMs or equipment to terminate or re-originate traffic, or any unlawful use of the service.

How we manage the network

At times of localized congestion, traffic from an extremely small number of exceptionally heavy users may be **temporarily deprioritized** behind other traffic on that cell until congestion passes. Deprioritization is temporary, automatic, and applies only while the cell is congested. It does not involve a charge, and ordinary household users are very unlikely to notice it.

What happens if this policy is breached

For excessive use or usage that causes problems for other users, we apply a graduated, transparent process:

1. **Contact.** We contact you, explain the concern, and ask about the usage — there may be an innocent explanation, and we want to hear it.
2. **Written warning.** If the non-permitted use continues, we issue a written warning describing the specific breach and what needs to change.
3. **Slowing the service.** If it still continues, we may slow your service while we work with you.
4. **Suspension or termination.** For serious or repeated breaches (such as resale operations or SIM-boxing fraud), the service may be suspended or terminated.

No step in this process involves excess data charges. We will not move straight to suspension for ordinary heavy use. We may act immediately, without following these steps, where the use is unlawful or endangers a person or the integrity or security of our network.

Review and appeals

If you believe this policy has been applied to you unfairly, contact **support@sky5g.com.au** or call **1300 413 798** and ask for a fair-use review; a senior staff member not involved in the original decision will review it. If you remain dissatisfied, you may contact the **Telecommunications Industry Ombudsman (TIO)** on 1800 062 058 or at tio.com.au.

Full Fair and Acceptable Use Policy

Wi-Sky Queensland customers should be able to use our services and share information. We also believe that there should be certain rules on how services are used to ensure:

- we protect the safety and rights of other users and Wi-Sky Queensland
- that our services aren’t used in an unreasonable or unacceptable manner to safeguard the quality of service for our customers

Our Fair and Acceptable Use Policy explains what those rules are and what action we may take if you breach them.

In this policy:

"You" and "Your" mean the person or entity named during registration for a Service and the person to whom Wi-Sky Queensland is providing Service.

"Wi-Sky Queensland" means Wi-Sky Queensland and its contractors and service providers.

"Service" or “Product” means the services provided to You as set out in a Service Schedule

Acceptable use – General

You are responsible for your actions on our telecommunications network ("Network") and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

1. You must use the Service in a responsible manner, taking into account the effects the use of the Service may have on other customers or the general public.

2. You remain responsible for the security and protection of all logins, user IDs, passwords and all other access codes used to access the service. You must safeguard all logins, user IDs, passwords and all other access codes used to access the service.

3. You must not use another person's name, username, password or otherwise without written permission from the other person.

4. You must not use the Service, or allow anyone else to use the Service:

a. for any unlawful, illegal, malicious or improper purpose;

b. to knowingly transmit a computer virus or other malicious computer program;

c. in any way which interferes with the availability for other users or otherwise interferes in the proper operation of the Service;

d. to access another's computer system without permission, or damage another's computer system;

e. to infringe other's intellectual property rights, conform to the Copyright Act of 1968;

f. to disclose private or confidential information of another;

g. to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;

h. to enable a minor to access material inappropriate for a minor;

i. to harass or menace any person;

j. to conduct or promote a business that is illegal;

k. to breach any laws or infringe any third party's rights (including without limitation, copyright), breach the Telecommunications Act of 1997 or to breach any standards, content requirements or codes promulgated by any relevant authority or industry body; or

l. to attempt to do any of the forgoing.

5. You must not pass-off or represent that it is an employee, agent, representative or is otherwise associated with Wi-Sky Queensland or Wi-Sky Queensland suppliers other than to the extent that Wi-Sky Queensland provides the Service in accordance with this Agreement to you.

6. You must not resell the Service or content provided via the Service, unless you are an authorised Sky5G reseller under a reseller agreement.

7. While using the Service, You must not impersonate another person.

Acceptable use - Email

In relation to email, You must not use the Service to:

a. harass, menace, upset, annoy or inconvenience any person;

b. send email that hides or obscures the source of the email the End User sends, that contains invalid or forged headers or domain names or deceptive addressing;

c. receive responses from bulk unsolicited email where the original was distributed by You, even if not via the Service;

d. send large or numerous emails with the purpose of disrupting another's computer or account;

e. send email that may damage or affect the performance of the email recipient's computer; or

f. persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person

Spam

In this Policy, "Spam" includes one or more unsolicited commercial electronic messages to which the Spam Act 2003 applies, and derivations of the word "Spam" have corresponding meanings.

Codes of Practice

The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers, such as Wi-Sky Queensland, and email service providers must address the sources of Spam within their own networks.

They also require internet service providers and email service providers to give end-users information about how to deal with Spam, and informed choice about their filtering options.

Reducing Spam

You can reduce the amount of Spam you receive if you:

- do not open emails from dubious sources;
- do not reply to Spam or click on links, including ‘unsubscribe' facilities, in Spam;
- do not accept Spam-advertised offers;
- block incoming mail from known Spammers;
- do not post your email address on publicly available sites or directories. If you must do so, look for options, such as tick boxes, that allow you to opt out of receiving further offers or information.;
- do not disclose your personal information to any online organisation unless they agree (in their terms and conditions or privacy policy) not to pass your information on to other parties;
- use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;
- install a Spam filter on your computer to filter or block Spam. We strongly recommend that you install a Spam filter on your computer, even if you receive a Spam filtering service from Wi-Sky Queensland.More information is on the Australian Government Cyber Security website here - https://www.cyber.gov.au/protect-yourself/securing-your-email/email-security/secure-your-email.
- report any Spam you receive to Wi-Sky Queensland or the ACMA (see "Complaints" below); and
- visit the ACMA website or 'Fight SPAM on the Internet' website for more information on ways to reduce the volume of Spam you receive, including how to:

- reduce Spam if you operate a website; and
- avoid becoming an accidental Spammer.

All internet and email service providers are required by the Internet Industry Code of Practice to maintain an "abuse@"email address (or other email address as notified by the service provider) to allow end users to report Spam. If you think you have been sent Spam by a Wi-Sky Queensland subscriber, you may report it by emailing that service provider at their "abuse@" email address or other email address as notified by the service provider for that purpose.

Loss of legitimate email

Filtering services are an effective means of reducing the amount of Spam you receive. However, they will not eliminate all Spam and there is a risk that legitimate email might occasionally be incorrectly classified as Spam and therefore lost.

Liability

To the extent permitted by law, you hereby indemnify Wi-Sky Queensland against any losses, costs or expenses (including legal costs) resulting from:

a. a claim that an email which contains undesirable content has not been quarantined;

b. a claim that an email which does not contain undesirable content has been quarantined; or

c. your failure to comply with any recommendations or obligations set out in this part.

You acknowledge that any email filtering services provided by Wi-Sky Queensland are not intended for, and are not capable of, filtering out all undesirable content

Your Spam Obligations

You agree that you will use your Service in compliance with the Spam Act 2003 and will not engage in practices which would result in a breach of the Act. In particular, you agree that you will not use, attempt to use or allow your Service to be used to:

- send, allow to be sent, or assist in the sending of Spam;
- use or distribute any software designed to harvest email addresses;
- host any device or service that allows email to be sent between third parties not under your authority or control;

or

- otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth, (your "Spam Obligations").

You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of your Spam Obligations by third parties, including where appropriate:

- the installation and maintenance of antivirus software;
- the installation and maintenance of firewall software; and
- the application of operating system and application software patches and updates.

We may scan any IP address ranges allocated to you for your use with your Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

If we detect open or misconfigured mail or proxy servers we may suspend or terminate your Service.

Excessive Use

We provide unlimited data with no excess data charges. If we detect usage that violates this policy, is excessive, or has caused problems for other users, we may slow your service down.

If you excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers, or which may pose a threat to the integrity of our Network or systems, we may slow, limit, suspend or terminate your Service, using the process in "What happens if this policy is breached" above.

Security

You are responsible for maintaining the security of your Service, including protection of account details, passwords and protection against unauthorized usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use up to date anti-virus software. You are responsible for all charges incurred by other persons who you allow to use your Service, including anyone to whom you have disclosed your password and account details

Copyright

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download and copy, store, send or distribute using your Service.

You must not use your Service to copy, adapt, 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 laws.

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

Content

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

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the by children or minors who you allow to use your Service.

You may obtain further information on content filtering products at the Australian Telecommunications Alliance website here - https://www.austelco.org.au/news-and-resources/family-friendly-filter/ or from our site here**.**

You must not use or attempt to use your Service to make inappropriate contact with children or minors who are not otherwise known to you.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. 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. If we have reason to believe you have used your Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

What happens if you breach this policy?

If we think you have breached this policy, we can act. This includes:

- looking into the breach (which may or may not involve contacting you)
- requesting that you change the way you use our services
- issuing a formal warning
- slowing or restricting your access
- suspending or ending your service

For excessive use or usage that causes problems for other users, we follow the graduated process in "What happens if this policy is breached" above. We may act without notice where the use is unlawful or endangers a person or the integrity or security of our Network.

If we think you have broken the law, we will report you to the police and give them your personal information (as per our Privacy Policy).

Amendment of Policy

Wi-Sky Queensland may amend this Acceptable Use Policy at any time by providing 30 days' notice to You.

For this purpose, notice shall be given to all customers by email and / or posting of an announcement on the Wi-Sky Queensland homepage or notification in the Customer Portal. Your continued use of your Service after such notice will constitute acceptance of the variation

Calling Wi-Sky Queensland with a Hearing or Speech Impairment

If you have a hearing or speech impairment, you can call us via the National Relay Service:

TTY users: Call 13 36 77, dial 0, then ask for 1300 413 798

Speak and Listen users: Call 1300 555 727 then ask for 1300 413 798

Internet relay users: Visit the NRS website (https://internet-relay.nrscall.gov.au/) (https://nrschat.nrscall.gov.au/nrs/internetrelay) and enter 1300 413 798

Translation into Different Languages

If you require this policy translated, you can contact the Translating and Interpreting Service (TIS National) via their website here - https://www.tisnational.gov.au/ or call them on 13 14 50