

# Acceptable Use Policy for Wholesale Telecommunications Customers

This document outlines the terms and conditions that apply to use of services supplied by Vocus (being Vocus Pty Ltd and its Related Bodies Corporate as defined under the *Corporations Act 2001 (CTH)*).

## ABOUT THIS DOCUMENT

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| Name          | Acceptable Use Policy for Wholesale Telecommunications Customers |
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## Purpose and Application

This Vocus Acceptable Use Policy (**Vocus AUP**) applies to Wholesale, Enterprise and Government Telecommunications Customers and their end users (**Users**). The Vocus AUP sets out a user's obligations relating to the supply of Services by Vocus. This includes Services supplied over the Vocus own network and any third-party networks from which Vocus procures services for resale (**Vocus Network**). Capitalised terms used in this Vocus AUP are defined in the relevant Vocus Standard Terms and Condition which can be found [here](#).

The purpose of this Vocus AUP is to ensure that a customer's use of the Vocus Network or Services:

- complies with Applicable Laws,
- does not hinder the operation of the Vocus Network or interfere with, or compromise, the rights of other Users.

Please read this document carefully before accessing the Vocus Network or using the Services. By accessing the Vocus Network or using the Services you agree to comply with this Acceptable Use Policy.

## Responsible Usage

Vocus strives to deliver high-quality, reliable and secure Services. In doing so, Vocus is committed to the elimination of spam on the Vocus Network.

Users are responsible for their use of the Services and must ensure that their use of the Service does not contravene Applicable Law.

If a user acts recklessly or irresponsibly in their use of Services or their actions endanger any person, company, or the integrity or security of the Vocus Network, systems or equipment, Vocus reserves the right to restrict, suspend or terminate their use, without prior notice.

Vocus may block access to Services where required to do so by Applicable Law. Vocus reserves the right to monitor the Vocus Network, and remove any material, or block any data transmitted over the Vocus Network, at its discretion.

Users are responsible for any content they store, send or distribute on or via the Vocus Network including, but not limited to, content they post on web pages, email, chat forums and instant messaging. Vocus is not responsible for the content of any websites hosted on, or accessible over, the Vocus Network other than its own websites.

## Prohibited Uses

A User's use of the Services must not:

- violate Applicable Laws;
- infringe the copyright, trademark, trade secret, or other intellectual property rights of others, including by copying, adapting, reproducing, distributing or otherwise making available content or material which is subject to copyright where this would infringe the rights of the copyright owner
- infringe the privacy, other personal rights of individuals or companies;
- be for any illegal, fraudulent, abusive, or harmful purpose, or violate the rights of others;
- interfere with or disrupt the operation, security, or integrity of the Services, Vocus Network, or systems, or those of Vocus' channel partners, suppliers or customers;
- involve transmission, distribution or storage of any content that is unlawful, obscene, defamatory, threatening, harassing or invasive of privacy;
- involve transmission or dissemination of any viruses, worms, trojans, malware, or other malicious code or programs;
- engage in or promote any activities that are harmful to minors, such as child pornography, exploitation, or abuse;
- engage in any acts which are or could be contraventions of the *Spam Act 2003* (Cth) (**Spam Act**) (see below for further detail);
- involve sending large or numerous amounts of data for the purpose of disrupting the recipient's computer or account or equipment, or sending data for the purpose of affecting the performance of the recipient's computer or account or equipment;
- involve sending data for the purpose of causing annoyance, or inconvenience to the recipient;
- bypass, circumvent, or violate any laws, regulations, policies, or restrictions that apply to the Services; or
- involve conducting or facilitating any activities that are contrary to the public interest, public order, public safety, national security, or the permissions of specific web sites, communities, or groups that the activities are subject.

## Network Security

Users are prohibited from violating or attempting to violate the security of the Vocus Network or the Services by:

- accessing or spreading material not intended to be accessed by the User or logging into a server or account which the User is not authorised to access;
- disclosing the User's account details and passwords to third parties;
- interfering with, attempting to interfere with, disrupting, or disabling the services of any other User, host or network;
- probing, scanning, or testing the vulnerability of the Vocus Network or a system used on the Vocus Network or to breach the security or authentication protocols on the Vocus Network without authorisation;
- forging any TCP/IP or any part of the header information in any email, web site, or any community group;

- obtaining or attempting to obtain any information or services to which the User is not entitled; and
- using or distributing tools designed for compromising security of the Vocus Network, including but not limited to, password guessing programs, cracking tools, or network probing tools.

Users must notify Vocus immediately of any unauthorised or attempted unauthorised Use of the Vocus Network and any breach or attempted breach of security.

## Spam

For the purposes of this Vocus AUP, spam refers to one or more unsolicited commercial electronic messages to which the Spam Act applies. Derivations of the word “Spam” have corresponding meanings.

You agree that you will use the Vocus Network in compliance with the Spam Act. You will not use, attempt to use or allow the Vocus Network or Services 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;
- involve receipt, collection, or facilitation of the sending of unsolicited or unauthorized messages, calls, or communications, such as spam, phishing, or robocalls, and collecting of responses from spam or hosting a web site to where recipients of spam are directed;
- 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 or the Spam Regulations 2004 (Cth).

## Enforcement

Vocus reserves the right to monitor, investigate, and take appropriate actions against any violations of the Vocus AUP. Vocus may:

- suspend, terminate, or limit a User’s access to the Vocus Network, without prior notice , if Vocus determines that you have violated the Vocus AUP;
- report any violations of the Vocus AUP to relevant government authorities;
- charge a User for any costs or damages that result from that User’s violation of the Vocus AUP; including any fees, penalties, or claims from third parties; and
- take reasonable steps to otherwise comply with obligations to government authorities, regulators, ombudsman or law enforcement.

## Suspension and Termination

Vocus may suspend or terminate a User’s Service in accordance with Vocus’ rights under the Users’ agreement with us.

## Changes

Vocus may revise the Vocus AUP from time to time. An up-to-date version of the Vocus AUP will be posted on our website and will be effective upon posting.

It is a User’s responsibility to review the Vocus AUP regularly and ensure that you comply with the current version. A Users continued use of the Services after any changes to this Vocus AUP constitutes that Users acceptance of the revised Vocus AUP.

## Contact

If you have any questions, comments, or complaints about the Vocus AUP, please contact us through [General Enquiry](#).

If you suspect or become aware of any violations of this AUP by others, please report them to us through [General Enquiry](#).