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1. INTRODUCTION

1.1 This document sets out the Acceptable Usage Policy (**Policy**) of eSim Networks (**we**, **us** and **our**) and forms part of the terms on which we provide the Services.

1.2 Unless otherwise indicated, terms which are defined in our Standard Form of Agreement or our Master Service Agreement (as applicable) have the meaning given to them in those documents when they are used in this Policy.

2. PURPOSE

This Policy has been implemented to ensure that the use of our services by each of our customers complies with all applicable laws, does not unreasonably interfere with other customers and does not unreasonably impact on our ability to provide our services. Accordingly, this Policy sets out the rules which apply to your use of the Services, including your various responsibilities. It also sets out general principles about things which you must not do when you access or use the Services.

3. APPLICATION

3.1 This Policy applies to all customers who acquire Services under a Standard Form of Agreement or Master Services Agreement with us. Your obligation to comply with this Policy includes an obligation to ensure that any person who you allow to use the Services also complies with this Policy.

3.2 Your failure to comply with this Policy (including breaches of this Policy by any person who you allow to use the Services) may result in the suspension or termination of the Services.

4. YOUR OBLIGATIONS AND PROHIBITED USE

4.1 You must not access or use the Services for any illegal, fraudulent or defamatory purpose or activity.

4.2 You must not access or use the Services to make available any material that is illegal, including material that is classified or would be classified as "RC" or "X" under the *Classification (Publications, Films and Computer Games) Act 1995 (Cth)*, any applicable State or Territory law or the National Classification Code. For clarity, you must not use the Services to provide unrestricted access to material that is unsuitable for minors.

4.3 You must not access or use the Services to block or disrupt the use of our services by other customers and service providers. This prohibition extends to:

4.3.1 attempting to gain unauthorized access to another computer system;

4.3.2 the unauthorized copying, monitoring, modification or destruction of information held on another computer system;

4.3.3 propagating computer viruses, worms and other types of malicious programs;

4.3.4 probing, scanning or testing the vulnerability of a system or network;

4.3.5 breaching any security or authentication measures for a system or network;

4.3.6 accessing the account or private information of any other customer;

4.3.7 accessing any server in breach of any acceptable use policy of that server;

4.3.8 denial of service attacks;

4.3.9 flooding of a network;

4.3.10 overloading a service;

4.3.11 the improper seizing and abuse of operator privileges; and

4.3.12 any attempts to "crash" a host.

4.4 You must not access or use the Services:

4.4.1 to transmit or display threatening, obscene, offensive or abusive material; or

4.4.2 to engage in any form of harassment.

4.5 You must not access or use the Services to reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including information or material accessed through or received from the Services) which infringes any copyright, patent, trade mark, design or other intellectual property right or which, in our opinion, is likely to mislead or deceive any person accessing the relevant information or material.

4.6 You must not re-supply, resell or commercially exploit the Services, or re-route any call or data traffic in order to disguise the originating party or for the purposes of resale.

4.7 You must respect the privacy of others when accessing or using the Services.

4.8 You must, in accessing or using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.

5. SPAM

In this section 5, "**Spam**" includes one or more unsolicited commercial electronic messages to which the *Spam Act 2003* (Cth) (the **Spam Act**) applies, and derivations of the word "**Spam**" have corresponding meanings.

5.1 Codes of Practice

The Internet Industry Codes of Practice registered with ACMA set out how internet service providers and telephone companies must address the sources of Spam within their own networks. The codes also require telecommunications companies to give their customers information about how to deal with Spam and the filtering options which are available to them.

5.2 Reducing Spam

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

5.2.1 do not open emails from dubious sources;

5.2.2 do not reply to Spam or click on certain links, including 'unsubscribe' facilities, in Spam;

5.2.3 do not accept Spam-advertised offers;

5.2.4 block incoming mail from known Spammers;

5.2.5 do not post your email address on publicly available sites or directories. If you must do so, you should look for options (such as tick boxes) that allow you to opt out of receiving further offers or information from the relevant site or directory;

5.2.6 do not disclose your personal information to any online organisation unless they agree (in their terms and conditions or privacy policy) not to disclose your information to other parties;

5.2.7 use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;

5.2.8 install a Spam filter on your computer to filter or block Spam. We strongly recommend that you install a Spam filter on your device, even if you receive a Spam filtering service from your internet service provider or from us. Information on the availability of anti-Spam software is available from the Internet Industry Association (**IIA**) website which may be viewed at www.iia.net.au; and

5.2.9 report any Spam you receive to us, your internet service provider or ACMA.

You can visit ACMA's website which is available at www.acma.gov.au for more information on ways to reduce the volume of Spam you receive, including how to reduce Spam if you operate a website and how to avoid becoming an accidental Spammer.

5.3 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.

5.4 Your Spam Obligations

You must use the Services in compliance with the Spam Act. Specifically, you must not use, attempt to use or allow the Services to be used to:

5.4.1 send, allow to be sent, or assist in the sending of Spam;

5.4.2 use or distribute any software designed to harvest email addresses;

5.4.3 host any device or service that allows email to be sent between third parties not under your authority or control; or

5.4.4 otherwise breach the Spam Act or the regulation made under the Spam Act,

(together, "**your Spam Obligations**").

5.5 You must use best endeavours to prevent all devices or networks within your control from being used in any way that would breach of your Spam Obligations, including by using up-to-date operating systems, antivirus software and firewall software.

5.6 IP addresses allocated to you in respect of your use of the Serviced may be scanned to detect the presence of open or otherwise misconfigured mail and proxy servers. If open or misconfigured mail or proxy servers are detected, the Services may be suspended or terminated. The circumstances in which the Services may be suspended or terminated are discussed in section **Error! Reference source not found.**.

6. EXCESSIVE USE

6.1 You must use the Services in accordance with all applicable download or capacity limits. If we consider that you unreasonably exceed an applicable limit, or that your use of our network may hinder or prevent us from providing services to other customers or may pose a threat to the integrity of our network or system, we may limit, suspend or terminate the Services.

6.2 Without limiting the foregoing, if the amount of data you upload is equal to twice the amount of data you download, we may limit, suspend or terminate the Services.

7. SECURITY

You must secure your use of the Services, including by keeping confidential your account details and passwords, and by protecting the Services from unauthorised use by third parties. For that purpose, you should use up-to-date anti-virus software. For clarity, you remain responsible for any use of the Services which is made using your account details and passwords.

8. COPYRIGHT

8.1 You must not infringe the intellectual property rights of any person in relation to any material that you access, download, copy, store, send or distribute by using the Services.

8.2 You must not use the Services to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including 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.

8.3 We may immediately suspend hosting and may 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.

9. CONTENT

9.1 You are responsible for determining the content and information you choose to access on the Internet when using the Services. You must take all steps you consider necessary (including using of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use the Services.

9.2 You may obtain further information on content filtering products from the IIA's website which is available at www.iia.net.au.

9.3 You must not use or attempt to use the Services 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 by using the Services, including content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news.

9.4 You must not use the 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 sending or distributing classes of restricted content to children or minors if that is prohibited or an offence under such laws).

9.5 Your failure to comply with this section 9 may result in the immediate suspension or termination of the Services without notice. If we have any reason to believe you have used the Services to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

10. REGULARTORY AUTHORITIES

10.1 You must appropriately label or identify all content that you make generally available by using the Services. All labelling must be made in accordance with the applicable classification guidelines, the National Classification Code (issued pursuant to the *Classification (Publications, Films and Computer Games) Act 1995 (Cth)*) and any applicable industry code.

10.2 ACMA may direct us to remove from our network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We also cooperate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our network and systems. We may take these steps at any time without notice to you.

10.3 You must not hinder or prevent us from complying with any direction from ACMA or any other law enforcement or security agency.

10.4 We may limit, suspend or terminate the Services if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where the use of the Services is subject to any investigation by law enforcement or regulatory authorities.

11. BREACHES OF THIS POLICY

11.1 If we determine, in our sole and absolute discretion, that you have breached this Policy, we may take one or more of the following steps:

11.1.1 notify you of the relevant breach and, if your breach continues, we may suspend, limit or terminate your Services with or without further notice;

11.1.2 inform appropriate government and regulatory authorities of suspected illegal or infringing conduct;

11.1.3 delete or edit any of your data which is stored in our systems;

11.1.4 suspend your access to the Services indefinitely or for a specific period;

11.1.5 place usage, time or download restrictions on your use of the Services; or

11.1.6 refuse to renew the Services in the future.

11.2 We may also suspend or terminate the Services immediately, with or without notice, if we are required to do so by an applicable law or a court order.

11.3 We may seek written assurances from you that you will cease using the Services in a way that breaches this Policy.

11.4 We are not liable for any damages or loss of any nature which are suffered by you or a third party as a result of the exercise of our rights under this Policy.

12. CHANGES

We may vary this Policy by giving you notice by email to the email address notified by you to us or by following the notice provisions of your agreement with us. Your continued use of the Services after the notice has been issued will constitute your acceptance of the amended version of this Policy.