

Acceptable Use Policy

This document outlines the terms and conditions with respect to SproutTel's Acceptable Use Policy. This policy is applicable to all service which are supplied by Sprout Telecom (Australia) Pty Ltd t/a SproutTel and our customers ("You").

The purpose of this policy is to ensure a continued high level of service across all our voice services in compliance with all applicable laws and industry codes. In addition to maintaining service levels, this document also aims to safeguard the security and integrity of the infrastructure and systems which have been implemented by SproutTel in order to deliver our services to you, the client.

You must comply with this policy and ensure that all users and any persons which use the SproutTel Voice Services agrees to comply with this policy. You as the customer of SproutTel are responsible for all use of the service and for compliance with this policy, whether you authorise the use or not.

General

You must comply with our reasonable directions, those of our network suppliers and any government or regulatory body in relation to use of the Service. You must comply with any third party rules and pay for any third party charges related to content or services you or Users access via the Service.

You are responsible for all content you publish via the Service, and for all risks associated with your use of the Service, including risks associated with: downloading, accessing, viewing, using, transmitting, publishing or communicating material; making purchases; and transmitting personal or confidential information.

You must take appropriate steps to prevent minors from accessing or receiving any content that may be inappropriate for them.

By using the Service to reproduce, publish, display, transmit or distribute content, you authorise us (or our agents) to reproduce, publish, display, transmit and distribute the content as necessary for us to supply the Service.

We do not supervise, control or authorise your or Users' access, use, receipt or transmission of material via the Service and we are not responsible for the content, nature or form of that material.

We may, but are not obliged to, block access to, remove, or refuse to post any content that we consider is offensive, indecent, or otherwise inappropriate regardless of whether the content or its publication is unlawful.

We do not supervise or control whether material sent or received via the Service is sent or received correctly or at all or if it is corrupted or intercepted.

We will not be liable for any loss, cost, damage, expense or liability related to your or any User's use of the Service.

Security

You must take reasonable steps to keep secure any equipment and infrastructure you use in connection with any and all services supplied by SproutTel in order to ensure any unauthorised access to the Service does not occur.

You must keep all passwords and account details confidential, install and maintain antivirus and firewall solutions while also keeping your operating systems and software up to date.

You must keep secure and backup as necessary any data stored on equipment you use in conjunction with the Service. SproutTel accepts no responsibility or liability for any misuse or loss or corruption of your User Data.

Unacceptable Use Cases – Fax and Voice

While using the SproutTel Voice Services, you must not undertake or attempt to undertake any of the following without prior written consent from an Authorised Representative of SproutTel's management team.

- Use of an auto-dialer or a system capable of auto-dialing;
- Continuous or extensive call forwarding;
- Continuous connectivity for the purpose of making outbound calls;
- Making numerous short duration calls;
- Unlawful or unauthorized telemarketing;
- Use for the purpose of supporting a call centre type of business;
- Any other activity which would not be reasonably regarded as typical or ordinary use.
- Junk Faxing
- Fax Spamming
- Fax Broadcasting/Fax Blasting

Unacceptable Use Cases – All Services

While using the SproutTel Voice Services, you must not undertake or attempt to undertake any of the actions while using any SproutTel service;

- any illegal or fraudulent purpose;
- to endanger a person or damage property;
- to commit an offence;
- to communicate, transmit or distribute any computer worms, trojans, viruses, or other similar programs;
- to communicate, transmit or publish any harassing, abusive, menacing, defamatory or illegal material;
- to send unsolicited electronic message(s) or do anything else in breach of the Spam Act 2003;
- to reproduce, download, distribute, transmit, publish, store, copy or exploit any material in any way which infringes copyright, patent, trade mark, design or other intellectual property rights;
- to access, store, copy, distribute or publish any content in contravention of applicable law or regulation;
- to provide or permit unrestricted access to content contrary to relevant classification rules;
- to hack or gain unauthorised access to or control of, or to conduct unauthorised monitoring of, any equipment, system, network, accounts or private or confidential information of others;
- to do anything which might compromise the security or safety of, or which might damage, interrupt or interfere with the operation of the Service, or the networks used to supply the Service;
- to violate a law or cause us to violate a law.

Breaching this Policy

If we believe on reasonable grounds that a Customer has breached this Policy, we may contact you and ask you to modify your use of the Service.

We also specifically reserve the right to take one or more of the following steps:

- Suspend access to the Service indefinitely or for a specific period;
- Terminate access to the Service and refuse to provide the Service to the Customer or their associates in the future;
- Inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and
- take any other action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them.

We may also take any of the above steps if directed to do so by a regulatory or other law enforcement body. Please note, our right to suspend access to Services without notice under this Policy overrides any requirement we may have to give notice under the Agreement.

Traffic Management

We may, without liability, implement traffic management measures to ensure that the minority of heavy use customers do not affect the Service for the majority of customers on the network. These measures include:

traffic managing download speeds for certain customers during peak periods to improve the service for other users;

limiting customers who have downloaded an excessive amount of data during a one hour period of the peak time frame to 256kbps on a one off basis for the remainder of the peak period for that day or month depending on their plan;

managing the amount of bandwidth allocated to certain applications whose operation is not time-critical (such as Peer-to-Peer file sharing) during peak periods