

Fair Use Policy

This is Orion Satellite Systems (Orion), a trading name of IPSTAR Australia Pty Ltd (IPSTAR), Fair Use Policy, as referred to in Orion Satellite Systems Standard Form of Agreement that is available at orionsat.com.au/legal.

What You must not do

1. You must not use, or allow any other person to use, the Service for any of the following:
 - a. For any activity which breaches any law or regulation, which infringes a third party's rights or privacy, or which is contrary to any relevant standard or code of conduct;
 - b. For any activity which constitutes an infringement upon the intellectual property of any person;
 - c. For the distribution of any material which is inflammatory or interferes with other users or which defames, harasses, threatens, menaces or offends any person or which is otherwise contrary to civil or criminal law at any place where the material is sent or received;
 - d. For any activity which inhibits any other user from using Our services;
 - e. To send unsolicited commercial or bulk electronic mail messages to anyone;
 - f. To make any fraudulent or speculative inquiry, booking, reservation or request;
 - g. To compromise the security of any other service or system;
 - h. To impersonate any other person;
 - i. For the posting or distribution of any material or the doing of any act which may damage Our system including, without limiting the foregoing, the transmitting of any virus or disabling command;
 - j. For any activity which may expose Us to civil or criminal liability;
 - k. To attempt any of the above or to permit another to do any of the above.
 - l. In addition to the foregoing,
2. You must not do, and must not allow any other person to do, the following:
 - a. Engage in excessive use of the Service;
 - b. Utilise automated download or peer-to-peer file sharing software on the Service;

- c. Tamper with, hinder the operation of or make unauthorised modifications to the Service;
- d. Knowingly provide false or misleading information when applying for the Service or any further Service or when changing or amending Your details as supplied to Us;
- e. Resell the Service or any part of the Service, without prior agreement with Us.

Minimisation of a risk of breach

- 3. You agree to use Your best endeavours to secure any device or network within Your control against being used in breach of clause 2 above, including but not limited to:
 - a. The utilisation of secure and secret passwords and other security measures;
 - b. The installation and maintenance of antivirus software;
 - c. The installation and maintenance of firewall software; and/or
 - d. The application of operating system and application software patches and updates.

Our rights

- 4. We have the right to remove any information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, obscene, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.
- 5. We are under no obligation to monitor transmissions or published content on the Services. However, we or our agents have the right to monitor such transmissions or published content from time to time.
- 6. We have the right to immediately suspend or terminate the Service without prior notice to You in the event of a Material Breach of this Policy, in Our absolute discretion, notwithstanding any other term of the Agreement and further notwithstanding that such breach may have occurred without Your knowledge, consent or participation.

nbn Fair Access Policy

7. If we supply you with a nbn Sky Muster Plus or Fixed Wireless service, you acknowledge that you have read and accept the nbn Fair Access Policy: Fair use shaping may apply from time to time. To proactively protect and ensure the fair access to the nbn broadband access network for all users, nbn may from time to time, at its discretion, shape the following unmetered data activities to maximum wholesale upload and download speeds of 256kbps; uploads and downloads via peer to peer; uploads and downloads to cloud storage platforms; PC and smartphone operating system updates; software/ application updates; gaming software updates; any other traffic related to applications which nbn cannot identify. Other activity that nbn considers may cause adverse network impacts may also be added to the above list to be shaped, including streaming video and VPN.
8. Examples of Unfair Use include routinely transferring, or knowingly allowing the routine transfer of large files greater than 20MB via email downloading, or knowingly allowing the downloading of software, application or operating system updates for more than 20 unique devices; masking, manipulating or changing the signature of traffic, or knowingly permitting the masking, manipulating or changing the signature of traffic, to present video streaming or VPN traffic as unmetered data usage; presenting one type of unmetered data usage as another type of unmetered data usage or otherwise avoiding the accurate measurement of data transfers or the application of any applicable data transfer rates; performing, or knowingly permitting the performance of excessive automated polling, refreshing or scraping of websites. It is also Unfair Use to knowingly allow any of these things.