



Acceptable Use Policy

About this policy

This document is SJH Communications 'Acceptable Use Policy'. This policy aims to outline what SJH deem as acceptable use of the Services we provide to you. The term "SJH" refers to "SJH Communications". By using our Services, you agree to comply with the terms of this policy.

Overview

SJH want to ensure we provide quality Services to You and all our Customers. It is important that such use is lawful and does not interfere with the use, enjoyment or the rights of others. We also believe that there should be certain rules on how services are used to ensure that our services aren't used in an unreasonable or unacceptable manner. These rules aim to safeguard the quality of service for our customers and other users of our wholesale providers.

Compliant Use

When using your Service, you or any other persons must comply with:

- all laws;
- all directions by a regulator;
- all notices issued by authorisation of or under law;
- this Acceptable Use Policy and our Terms and Conditions;
- reasonable directions by SJH.

Unacceptable Use

You or any other persons must not use, or attempt to use, the Service:

- by providing us with false account information;
- to break any law or to infringe another person's rights;
- for hacking or gaining improper access to someone else's information;
- to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise unlawful or unauthorised;
- to make scam calls or text messages;
- in any way that may expose SJH to liability;
- in any way which attempts to manipulate or bypass any limitations on the Service by any means.

Fair Use

If you are a residential customer, our services are for your personal use only and cannot be used for commercial purposes. They should be used in such a way as could reasonably be regarded as for ordinary personal use.

If you are a business customer, our services are for your use in the ordinary course of business.

Limits on Services

If you have a 'data-limited' plan and you exceed your data use, we:

- may contact you if we become aware of unusual high use;
- may shape the Service; and
- if you are exceeding the limit frequently, urge you to look at a higher data plan.

'Unlimited' data means that the amount of data you download or upload is not limited and will not be counted.

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If you have an 'unlimited' plan:

- your service may be temporarily restricted to a lower speed if the connection is used for an excessive amount of traffic over a short period of time.

If you have a Phone Service:

- SJH may (but is not obliged to) contact you if we become aware of unusual use of the Service by you (including to verify any costs or charges which you may have incurred). In such event, SJH may ask you to make a prepayment usage charge;
- if you are exceeding the limit frequently, urge you to look at a better call plan;
- if such high usage cannot be resolved, SJH is also entitled to suspend the Service under our Terms and Conditions for an unusually high use of the Service.

Monitoring Compliance

You acknowledge that, where the Service is a carriage service, SJH, or any supplier whose network is used to supply the Service, may be required to intercept communications over the Service and may also monitor your usage of the Service and communications sent over it.

Acceptable Use Policy breaches

You are responsible for the use of your Service. You must not (and must ensure that other persons do not) use your Service other than in accordance with our Agreement. This includes complying with SJH's Acceptable Use Policy and our supplier's fair use policies, applicable laws, and other obligations that apply to the Services and their use.

If SJH is made aware of something which we reasonably believe is in breach of this policy or if the law, a regulator or other authority notifies us to take action.

- We will look into the breach;
- We may contact you and, if appropriate, ask you to modify your use of the Service;
- SJH may require you to stop and immediately comply with any such request; and
- If you do not modify your use of the service, we may take any steps reasonably necessary to ensure compliance.

We will usually attempt to contact you before we suspend or cancel any Service if it is reasonably possible for us to do so. However, any failure on our part to notify you will not affect any such cancellation or suspension or create any liability for SJH Communications.

Changes to Acceptable Use Policy

We reserve the right to change or modify the terms of this Acceptable Use Policy at any time, and these changes will be effective when posted on our web site.