

Purpose

Our customers should be able to use our services to express themselves and share information. We also believe that there should be certain rules on how services are used to ensure:

- we protect the safety and rights of other users and Digipearl
- that our services aren't used in an unreasonable or unacceptable manner to safeguard the quality of service for our Customers

Our Fair Use Policy explains what those rules are and what action we may take if you breach them.

Definitions

Digipearl – refers to Digipearl Pty Ltd . (ABN: 62615114406) trading as Digipearl – all customers of Digipearl

Customer including individual and business users, resellers and wholesalers

Services – applies to all services that Digipearl supply including internet, call plans and SIP trunking, phone numbers, PBX features and intergrations and more

Spam - unsolicited electronic messages with an “Australian Link”, as per the Spam Act 2003 (Cth)

You - the account holder and anyone the account holder has authorised to access to their Digipearl account and services

Respecting others You must not use our services to:

- promote or threaten violence towards anyone
- abuse or harass anyone, for example by making offensive, misleading or menacing comments (this includes to our staff)
- encourage hate, for example by making racist, sexist or discriminatory comments
- create a risk to the health or safety of any person
- use our service to send unsolicited or unwanted commercial electronic messages (Spam) to individuals or businesses

Respecting the law You must not use your services for anything illegal or unlawful. This includes, but is not limited to:

- providing us with false account information
- hacking or gaining improper access to someone else's information
- send, or assist in the sending of Spam, or otherwise breach the Spam Act 2003 (Cth)
- transmission or storage of data infringing Australian laws, including pornography and viruses
- contravene any applicable laws, including infringing copyright laws

Respecting Digipearl and our suppliers You must not use your service for anything that would adversely affect Digipearl's network, reputation, or customer base. This includes, but is not limited to:

- using our services in a manner which is 'prohibited', 'unreasonable', 'unacceptable', or exceeded 'ordinary use'
- resupplying our services or products to others without our consent

- using services for other than their intended purpose
- using your service in a way that causes or may cause interference, disruption, congestion or more generally sub-optimal network performance
- using your service in a way that breaches our wholesale agreement with 3rd party suppliers

Technology specific requirements

In addition to the above, the following applies to specific services:

VoIP services:

Examples of activities that may be seen as unreasonable use include: • auto-dialling • continuous or extensive call forwarding • continuous connectivity • fax broadcast/blasting and junk/spam faxing • telemarketing (including charitable, political solicitation or polling) • call centre operations or high call volumes under unlimited business call plans • calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such communications • low answer seizure ratio (ASR) less than 40% • low average length of call (ALOC) less than 15 seconds • customer inbound or outbound minutes is greater than 80% of the aggregate usage of Digipearl customers • customer's average minutes per call is greater than 90% of the aggregate usage of Digipearl customers • any improper usage patterns • utilizing a PBX user license for multiple individuals

Examples of activities that are prohibited include:

- robocalling is strictly prohibited, non-compliance will lead to immediate account termination.

SMS services:

Examples of activities that may be seen as unreasonable use include:

- bulk or large volume messaging
- sending unsolicited SMS messages
- sending messages which aren't standard person to person communications
- application to person messaging
- sending messages of phishing/smishing nature including attempting to obtain personal information and engaging recipient to reply by call or SMS
- sending messages of access hacking nature including use of malicious code or URL

- impersonating trusted brands or institutions including varying or impersonating sender ID

Phone numbers services:

Examples of activities that may be seen as unreasonable use include:

- continuous or repetitive cycling of phone number ownership

Internet services:

Examples of activities that may be seen as unreasonable use include:

- use of internet services in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance
- undertaking (or attempting to undertake) any of the following activities without authorization:
 - disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks or flooding a network
 - probing, scanning or testing the vulnerability of a system or network
 - breaching the security or authentication measures for a service or network
 - servicing more than one premise with a single connection

What happens if you breach this policy?

If we think you have breached this policy, we can act. This includes: • looking into the breach (which may or may not involve contacting you) • requesting that you change the way you use our services • issuing a formal warning • modify the terms of service for that customer without notice • restricting your access, with or without notice • suspending or ending your service, with or without notice

If we think you have broken the law, we will report you to the police and give them your personal information (see more in our [Privacy Policy](#)).

[Updates to our fair use policy](#) We reserve the right to amend this policy concerning our services at any time. The updated version of this policy, once posted on our website, becomes effective immediately. Your continued utilization of our services following any such modifications shall constitute your consent to such changes.