

Fair Use Policy

Purpose

At MyNet, we believe customers should be able to use our services to communicate, work, access information, and enjoy the internet freely and safely.

This Fair Use Policy explains the rules that apply when using MyNet services. These rules help us:

- protect the safety, rights, and experience of our customers, staff, suppliers, and network users
- ensure our services are not used in an unreasonable, unlawful, harmful, or unacceptable way
- safeguard the performance, reliability, and reputation of the MyNet network
- meet our obligations to wholesale providers, carriers, suppliers, and regulators

This policy explains what is considered unfair or unacceptable use, and what action MyNet may take if this policy is breached.

Definitions

MyNet, we, us, or our means My Net Pty Ltd ABN 17 617 410 581 and any related entities, trading names, or brands used by MyNet.

Customer means any person, business, organisation, partner, reseller, or end user who purchases, receives, or uses a MyNet service.

Services means any service supplied by MyNet, including but not limited to internet access, NBN services, Enterprise Ethernet, fixed wireless, fibre, IP transit, VoIP, SIP, phone services, hosting, data centre connectivity, mobile data, backup services, managed WAN, and any related products or services.

Spam means unsolicited commercial electronic messages with an Australian link, as defined under the Spam Act 2003.

You or your means the account holder, customer, authorised users, end users, staff, contractors, guests, or any other person who accesses or uses a MyNet service through your account, connection, network, equipment, or premises.

Wholesale provider or supplier means any third party network, carrier, infrastructure provider, vendor, upstream provider, or wholesale partner used by MyNet to deliver services.

Respecting others

Everyone should be able to use the internet and communications services safely and respectfully.

You must not use MyNet services to:

- promote, threaten, encourage, or assist violence towards any person or group
- abuse, harass, intimidate, mislead, menace, or threaten any person, including MyNet staff, contractors, suppliers, or customers
- publish, transmit, or distribute hateful, discriminatory, racist, sexist, abusive, or offensive material
- create a risk to the health, safety, security, privacy, or wellbeing of any person
- send unsolicited, unwanted, or commercial electronic messages, including Spam
- knowingly allow another person to use your service in a way that breaches this policy

Respecting the law

You must not use MyNet services for anything illegal, unlawful, fraudulent, or unauthorised.

This includes, but is not limited to:

- providing false, misleading, or incomplete account, billing, service, or identity information
- hacking, attempting to hack, or gaining unauthorised access to systems, networks, data, devices, accounts, or services
- sending, assisting with, or enabling Spam, or otherwise breaching the Spam Act 2003
- transmitting, publishing, storing, hosting, or distributing content that breaches Australian law
- transmitting, storing, hosting, or distributing viruses, malware, ransomware, spyware, botnets, phishing material, or other harmful code
- infringing copyright, intellectual property rights, confidentiality obligations, or privacy laws
- conducting fraud, scams, phishing, identity theft, impersonation, or other deceptive activity
- using the service to breach any applicable law, regulation, court order, industry code, or lawful direction

Respecting MyNet, our network, and our suppliers

You must not use your service in a way that adversely affects, or may adversely affect, MyNet, our customers, our staff, our suppliers, or our network.

This includes, but is not limited to:

- using a service in a manner that is unreasonable, unacceptable, excessive, or outside ordinary use for that service type
- using a residential service for business, commercial, resale, carrier, hosting, mass-user, or non-domestic purposes unless expressly permitted by MyNet
- reselling, resupplying, sharing, wholesaling, aggregating, or making available MyNet services to others without MyNet's written consent
- using the service in a way that causes, or may cause, interference, congestion, disruption, degradation, instability, security risk, or poor network performance
- using the service in a way that breaches MyNet's agreements or obligations with NBN Co, carriers, wholesale providers, upstream providers, data centre operators, or other third party suppliers
- using the service to run open mail relays, open proxies, public DNS resolvers, botnet command systems, abusive scanners, or other insecure or harmful services
- attempting to avoid usage limits, speed limits, service restrictions, traffic management, authentication systems, security controls, or billing controls
- using the service in a way that damages or may damage MyNet's brand, reputation, supplier relationships, customer base, network security, or operational stability

Data limits and speed shaping

Some MyNet services may include data allowances, usage limits, fair use limits, or other plan-specific restrictions.

If your plan includes a data allowance and you exceed that allowance, MyNet may take action in accordance with your plan terms. This may include:

- shaping the service to a reduced speed
- requiring you to purchase additional data
- requiring you to move to a more suitable plan
- restricting, suspending, or changing the service if the usage is excessive or unreasonable

Where a customer frequently exceeds their included allowance, MyNet may recommend a higher plan or a more appropriate service type.

Technology specific requirements

In addition to the general rules above, the following requirements apply to specific service types.

NBN fixed line, NBN fixed wireless, Enterprise Ethernet, fibre, and fixed wireless services

Examples of unfair or unacceptable use may include:

- using NBN, fibre, Ethernet, fixed wireless, or other access infrastructure in a way that causes, or may cause, interference, disruption, congestion, degradation, or sub-optimal network performance
- using a service in a way that would be considered unreasonable or outside ordinary use for the account type
- using a residential product for business, commercial, resale, hosting, multi-tenant, or non-domestic purposes unless expressly permitted by MyNet
- servicing more than one premises, tenancy, building, customer, or unrelated end user group from a single connection without MyNet's written approval
- attempting to bypass, modify, interfere with, or tamper with network equipment, NTDs, ONTs, routers, radios, fibre services, authentication systems, or carrier infrastructure
- connecting equipment or systems that cause interference, instability, excessive traffic, security risk, or service degradation
- undertaking, or attempting to undertake, any of the following without authorisation:
 - disabling, disrupting, or interfering with any service, system, or network
 - denial of service attacks, flooding, overloading, or traffic amplification
 - probing, scanning, or testing the vulnerability of systems or networks
 - breaching or attempting to breach security or authentication systems
 - intercepting, monitoring, altering, or redirecting traffic without authority

Mobile data, LTE backup, and failover services

Examples of unfair or unacceptable use may include:

- using a mobile data, LTE backup, or failover service as a primary service for an extended period where it is intended only as a backup or temporary service
- using a service in a way that is unreasonable or outside ordinary use for the account type
- using a residential or backup product for business, commercial, resale, public hotspot, mass-user, or non-domestic purposes unless expressly permitted by MyNet
- aggregating or combining multiple users' traffic through a service in a way that creates excessive or abnormal usage
- using the service to switch, reroute, relay, or manipulate calls, data, or network access in a way that avoids normal service limits or supplier restrictions
- using devices, systems, scripts, or configurations designed to bypass usage limits, time caps, speed restrictions, or fair use controls

Voice, SIP, VoIP, and phone services

Examples of unfair or unacceptable use may include:

- using voice services for call centre, autodialler, telemarketing, robocalling, spam calling, bulk SMS, or high-volume outbound calling unless expressly permitted by MyNet
- making calls or sending messages that are fraudulent, misleading, threatening, harassing, offensive, or unlawful
- manipulating caller ID, CLI, routing, or signalling information in an unauthorised or misleading way
- using equipment or systems that generate abnormal, excessive, automated, or artificial traffic
- using a service in a way that breaches supplier rules, numbering rules, telecommunications laws, emergency service requirements, or industry codes

Hosting, email, cloud, and data centre services

Examples of unfair or unacceptable use may include:

- hosting or distributing malware, phishing pages, scams, spam tools, botnet systems, illegal content, or copyright infringing material
- running open relays, insecure mail servers, abusive bulk email systems, open proxies, or public services that are exploited by third parties
- using hosting, cloud, or data centre services in a way that causes excessive load, abuse complaints, blacklisting, security incidents, network disruption, or reputational damage
- failing to secure systems, software, websites, scripts, accounts, or credentials after being notified of abuse, compromise, or vulnerability
- using the service in a way that breaches data centre rules, upstream provider policies, acceptable use policies, or applicable laws

Security and customer responsibility

You are responsible for the use of your service, including use by anyone who accesses the service through your account, premises, network, Wi-Fi, equipment, credentials, or systems.

You must take reasonable steps to:

- keep usernames, passwords, portals, routers, systems, and devices secure
- prevent unauthorised access to your service
- maintain appropriate security controls on your network and devices
- ensure your users comply with this policy
- promptly notify MyNet if you become aware of unauthorised access, compromise, abuse, or misuse
- cooperate with MyNet where we investigate security, abuse, or fair use concerns

What happens if you breach this policy?

If MyNet believes this policy has been breached, we may take action. Depending on the circumstances, this may include:

- investigating the breach, with or without contacting you first
- contacting you to discuss the issue
- requesting that you change the way you use the service
- requiring you to secure, reconfigure, disconnect, or remove equipment, systems, or users
- issuing a warning
- applying limits, filtering, shaping, blocking, or restrictions
- suspending part or all of the service, with or without notice
- terminating the service, with or without notice
- charging reasonable costs incurred by MyNet due to the breach, where permitted under your service terms
- reporting unlawful conduct to police, regulators, carriers, suppliers, or other relevant authorities
- providing information to authorities where required or permitted by law, in accordance with our Privacy Policy

Where practical, MyNet will usually attempt to contact you before restricting, suspending, or terminating a service. However, we may act immediately and without notice where we believe there is a serious risk to MyNet, our customers, our suppliers, the public, network security, service availability, or legal compliance.

Relationship with other terms

This Fair Use Policy forms part of your agreement with MyNet and should be read together with MyNet's Standard Form of Agreement, service agreement, plan terms, critical information summary, service schedule, privacy policy, and any other applicable MyNet terms.

MyNet's Standard Form of Agreement is available at: <https://s.mynet.au/sfoaterms>

MyNet's Privacy Policy is available at: <https://mynet.au/privacy-policy/>

If there is any inconsistency between this policy and a specific written agreement with MyNet, the written agreement will apply to the extent of the inconsistency.

Changes to this policy

MyNet may update this Fair Use Policy from time to time. The latest version will be made available on the MyNet website or provided on request.

Contact

For questions about this policy, please contact MyNet.

Web site: <https://mynet.au>

Email: help@mynet.au

Phone: 08 8490 7100