

# Acceptable Use Policy

**The following document explains the terms of use for the Woolworths Mobile service.**

The networks used by Woolworths Mobile may be used only for lawful purposes. You must not use the service or Woolworths Mobile Network in order to transmit, distribute or store material:

- In violation of any applicable law;
- In a manner that will infringe the copyright, trade mark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others;
- That is obscene, threatening, abusive or hateful; or
- That contains a virus, worm, trojan, or other harmful software or component.

## No Spam

You mustn't use the service or Woolworths Mobile Network to accept, transmit or distribute unsolicited bulk data, commonly known as spam (this might be email, SMS messages, MMS messages bulletin boards, messages to communities or groups or websites, software and files). The only circumstances in which the service or Woolworths Mobile Network may be used to send bulk data of an advertising or promotional nature is the following:

- In accordance with any applicable laws relating to spam and the sending of bulk data and where the bulk data is sent to persons with whom the sender has a pre-existing business, professional or personal relationship or to persons who have previously indicated their consent to receive such data from the sender from time to time (for example by giving their consent by filling in information to that effect on the sender's website)
- The sender must also provide a free, readily accessible and functioning unsubscribe function (and make this function known to recipients in the relevant data as sent) which allows those recipients to elect not to receive further bulk data.

Unless all of these requirements are met, you must not send bulk data using the service or Woolworths Mobile Network.

## Other Prohibited Uses

You also must not use the service or Woolworths Mobile Network for:

- Sending data, or causing data to be sent, to or through the service or Woolworths Mobile Network that hides or obscures the source of the data, that contains invalid or forged headers or domain names or deceptive addressing;
- Receiving or collecting responses from unsolicited bulk data (spam), whether the original was sent via the service or Woolworths Mobile Network or not, or hosting a web site to which recipients or unsolicited bulk data are directed;
- Relaying data from a third party's mail server without permission or which employs similar techniques to hide or obscure the source of the data;
- Collecting or harvesting screen names or email addresses of others for the purposes of sending unsolicited emails or for exchange;
- Sending large or numerous amounts of data for the purpose of disrupting another's computer or account;
- Sending data that may damage or affect the performance of the recipient's equipment;
- Persistently sending data without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person;
- Sending mass messages (including for the purpose of advertising), other than within communities, groups or websites that specifically encourage or permit advertising; and
- Sending binary files (rather than text files), other than within communities, groups, or websites that specifically encourage or permit this.
- Providing interactive gambling content

## System and Network Security

You must not violate, or attempt to violate, the security of the service or Woolworths Mobile Network, including, without limitation:

- Accessing material not intended to be accessed by you or logging into a server or account which you are not authorised to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
- Attempting to interfere with, disrupt or disable services to any other user, host or network, including, without limitation, via means or overloading, flooding, mail bombing or crashing;
- Forging any TCP/IP packet header or any part of the header information in any email or any community, group or website posting; and
- Taking any action in order to obtain services to which you are not entitled.
- Violations of system or network security may result in civil or criminal liability. Woolworths Mobile will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Woolworths Mobile may immediately suspend or terminate a service without notice or warning if:

- Woolworths has reasonable grounds to believe that your use of the service will give rise to a threat or risk to the security and/or integrity of the networks and the service;
- You access the network in a way that we believe is causing a fault or having a detrimental effect on the network or other users.

## Viruses, Worms, Trojans and Denial of Service Attacks

It's important to protect networks and devices against higher level malicious programs (such as viruses, worms and Trojans) and lower level Denial of Service (DoS) attacks that can be distributed or propagated via the internet, including email. You must ensure that you have in place appropriate protection of your systems, networks and devices to reduce the risk of transmission of such computer programs, and reduce the likelihood of such attacks originating, from their networks, systems and devices through the service or Woolworths Mobile Network. Some of these protection methods may include firewalls, an appropriate plan regarding email attachments and the most up to date virus scanning software.

## Restrictions On Use

You must not:

- Use the Mobile Service for M2M Use or to facilitate MVOIP or SMSIP delivery (for example, as an alternative to standard circuit switched voice calls or standard SMS messages);
- Where Mobile Service contains a nominal consumption rate of zero or equivalent:
  - generate mobile terminating access or SMS message terminating access payments (for example, by using SIM boxing);
  - transmit, refile or aggregate domestic or international traffic on the mobile network; or
  - use the Mobile Service with devices that switch or reroute calls to or from the mobile network or any third party without Woolworths' consent;
- Resupply the Mobile Service.

If Woolworths or a Woolworths supplier becomes aware of, or reasonably suspects, that you have breached the above obligations, Woolworths or a Woolworths supplier may:

- Require you to cease the activities that are in breach of these obligations within 24 hours;
- Suspend, limit or terminate your account or the provision of the Mobile Service (or any feature of it); and/or
- Charge you on a pay-as-you-go basis, by notice to you.

## Suspension or Termination

If you violate any element of this Woolworths Mobile Acceptable Use Policy (AUP) then under the relevant User Agreement, Woolworths Mobile may suspend or terminate the relevant service.

Woolworths Mobile may give notice to a user warning that the user's use of a service is in violation of this AUP and that their service will be suspended or terminated. If the user does not rectify their use of a service, Woolworths Mobile will suspend or terminate the relevant service. Woolworths Mobile may also immediately suspend or terminate a service without notice or warning.

Woolworths Mobile may also suspend or terminate a service, with or without notice, if required by any applicable law.

Where Woolworths has a right to suspend your account or the provision of a Mobile Service, then:

- Any expiry date applicable to the credit expiry period or the plan will not be affected by such suspension;
- Any suspended Mobile Service will retain its mobile number;

- Woolworths may not process any porting request in relation to the suspended account or Mobile Service during the period of suspension; and
- If your account is not reactivated within six months from the date of suspension, Woolworths may place your account in a deactivated state.

Woolworths may disconnect your account permanently if it enters a deactivated state. If this happens all unused value or credit allocated to that account is forfeited and the mobile number will be quarantined.

Woolworths Mobile may seek written assurances from users that they will cease using a service in a way that violates this AUP.

Woolworths Mobile is not liable for any damages of any nature whatsoever suffered by any user or any third person resulting in whole or in part from Woolworths Mobile's exercise of its rights under this AUP.

## Monitoring

Woolworths Mobile has no obligation to monitor the user of the service or Woolworths Mobile Network, but reserves the right to do so, including as required by any applicable law, and to remove any material on, or block any data transmitted over, the service or Woolworths Mobile Network in its sole discretion. Woolworths Mobile takes no responsibility for any material input by third persons that is not hosted on, or transmitted over, the service or Woolworths Mobile Network by Woolworths Mobile itself.

Woolworths Mobile is not responsible for the content of any website hosted on, or accessible using the service or Woolworths Mobile Network other than Woolworths own websites.

## Site Blocking

Woolworths Mobile may block access to internet sites or internet access where required to do so by any applicable law.