



## Acceptable Use Policy

This document lists rules that govern your use of our VOIP – voice over internet phone calls – and other services as stated in your Subscriber Registration.

### 1. Definitions

The following capitalised terms have descriptions set out in our Standard Form of Agreement (SFOA) as well as below.

<b>Registration</b>	The Subscriber Registration you complete for services we provide to you.
<b>Internet</b>	The world wide connection of computer networks used to transmit voice communication.
<b>Our Network</b>	Infrastructure used and maintained by us to provide services to you. Our Network does not include the computer networks that make up the Internet.
<b>ISP</b>	Internet Service Provider – the provider of your broadband internet connection.
<b>Policy</b>	This Acceptable Use Policy that exists on our website at: <a href="http://www.jazmin.net.au/Jazmin%20Acceptable%20Use%20Policy.pdf">www.jazmin.net.au/Jazmin Acceptable Use Policy.pdf</a>
<b>Service(s)</b>	Service(s) we agreed to supply to you as stated in your Registration.
<b>SFOA</b>	Standard Form of Agreement
<b>VOIP</b>	Voice Over Internet Phone calls
<b>we, our or us</b>	Jazmin Communications Pty Ltd
<b>you or your</b>	The service subscriber

### 2. Applying this Policy

This Policy applies to all customers who subscribe to a Service from us. Your obligation to comply with this Policy includes ensuring any person who uses your Service also complies with this Policy. This is whether you have given authority or not.

Your failure to comply with this Policy (including by any person who you authorise or otherwise permit to use your Service) may lead to the restriction, suspension or cancellation of your service.

### 3. Communicating with Jazmin Staff

You will not bully, abuse, harass, intimidate, threaten or engage in offensive behaviour towards Jazmin staff. Our staff reserves the right to terminate any phone call with you, and/or refuse to serve you, if you engage in such behaviour. We reserve the right to terminate your Service if you engage in such behaviour.



#### **4. Responsible Usage**

- (a) You, or anyone connecting to your Service, must use your Service responsibly and in accordance with the law. If you engage in any conduct, which could result in injury or damage to any person or property (including our network, systems and equipment), access to your Internet Service may be restricted, suspended or terminated without prior notice.
- (b) You must not use or attempt to use your Service to store, send, distribute or otherwise make available any content or material which:
  - (i) defames, harasses, threatens, abuses, menaces, offends or incites violence or hatred against any person or class of persons whether on grounds of gender, race, religion or otherwise;
  - (ii) is prohibited or unlawful under any Commonwealth, State or Territory law or classification system, or which is likely to be offensive or obscene to a reasonable person;
  - (iii) is confidential, subject to copyright or any other rights of a third party (unless you have a lawful right to do so); or
  - (iv) is otherwise illegal, fraudulent or likely to give rise to civil or criminal proceedings.
- (c) You must not authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the acts or engage in any of the prohibited conduct described above.

#### **5. Excessive Use**

- (a) Your ability to use your VOIP Service will depend on the broadband speed and data download limits that you agreed to with your Internet Service Provider (ISP). You should know these limits.
- (b) Excessive use of your broadband for VOIP as well as other Internet use could lead to your ISP reducing your bandwidth if you exceed your limits. This in turn could prevent you making VOIP calls. Should this happen, the fault is not with Jazmin Communications, and you are advised to contact your ISP to procure more bandwidth and download capacity.

#### **6. Security**

You are responsible for:

- (a) maintaining the security of your Service, including protecting your account details, user names and passwords against any unauthorised use by a third party;
- (b) all charges incurred by other persons who use your Service, whether authorised by you or not, including anyone to whom you have disclosed your password and account details.

#### **7. Access**

- (a) You are responsible for determining whom you choose to access your Service.
- (b) It is your responsibility to prevent access to offensive or obscene content by children or minors you authorise or permit to use your Service.



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## 8. Communicating with Others

- (a) You must not use, attempt to use, or permit to be used your Service to make inappropriate contact with children or minors.
- (b) You are responsible for any content you send or distribute (or permit to be sent or distributed) to other Internet users using your Service. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.
- (c) Failure to comply with these requirements may lead to an immediate suspension or termination of your Service without notice.

## 9. Complying With Regulatory Authorities

- (a) You must not hinder or prevent us from taking steps necessary to comply with any direction from the Australian Communications and Media Authority (ACMA) or any law enforcement agency. According to law, we must comply with directions of these authorities that maybe without notice to you.
- (b) You acknowledge that we reserve the right to restrict, suspend or terminate your Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Service is subject to any investigation by law enforcement agencies or regulatory authorities.

## 10. Complaints

- (a) If you have any questions or problems requiring a resolution first contact us at [info@jazmin.net.au](mailto:info@jazmin.net.au) or by calling 1300 529 646.
- (b) If you perceive Jazmin Communications Pty Ltd has not solved your problem, contact the *Telecommunications Industry Ombudsman* at website: <http://www.tio.com.au/contact.htm>

The TIO's role is to help resolve the complaints from consumers who have not from received sufficient service from their telephone or internet company.

- (c) If your problem is still unresolved, forward a complaint to the *Australian Communications and Media Authority's* Online content complaints website at: [http://www.acma.gov.au/WEB/STANDARD/pc=PC\\_2817](http://www.acma.gov.au/WEB/STANDARD/pc=PC_2817)

## 11. Changes

We may vary this Policy by posting a revised Policy on our website at: [www.jazmin.net.au/Jazmin Acceptable Use Policy.pdf](http://www.jazmin.net.au/Jazmin%20Acceptable%20Use%20Policy.pdf)

We may also advise you of Policy changes by email to an email address notified by you or otherwise as described in our SFOA. The continued use of your Service after posting an advice of a policy change will be deemed as an acceptance of this change.

## 12. Breach of Acceptable Use Policy

We reserve the right to terminate your Service for breach of any term of this Acceptable Use Policy. You will also be liable for costs associated with the termination of your service in the event of a breach.