

5G Networks

5GN Acceptable Use Policy

5GN ACCEPTABLE USE POLICY

5G NETWORK OPERATIONS PTY LTD

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5GN ACCEPTABLE USE POLICY

BACKGROUND

- A 5G Networks Limited (ASX:5GN) and companies in the 5GN Group supply a range of Services and hardware to Customers.
- B It is a requirement of 5GN that Customers comply with this Acceptable Use Policy. Customers must also take all reasonable steps to ensure that Customers' Personnel also comply with this Policy.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the contrary intention appears:

- (a) **5GN** means 5G Networks Operations Pty Ltd ABN 80 620 305 393 and where relevant another entity in the 5GN Group.
- (b) **Acceptable Use Policy** and **Policy** means this 5GN Acceptable Use Policy as published by 5GN from time to time. A copy of this policy is available at www.5gnetworks.com.au under "Policies & Terms."
- (c) **General Terms and Conditions** means 5GN's General Terms and Conditions which are available at www.5gnetworks.com.au under "Policies & Terms."

1.2 Other definitions and interpretation

In this document, unless the contrary intention appears, expressions defined in the General Terms and Conditions have the same meaning. This document is to be interpreted in the same way as required under the General Terms and Conditions.

2. PURPOSE AND APPLICATION

2.1 Purpose

The purpose of this Policy is to protect and enhance the use of 5GN's Services and Systems for the benefit of all customers and end users, while at the same time ensuring overall compliance with applicable laws and regulations.

2.2 Application

This Policy applies to all Services supplied by 5GN including Internet and hosting Services. It is a condition of 5GN supplying Services to a Customer that the Customer complies with this Policy.

3. PROHIBITED ACTIVITIES

3.1 Responsible use

The Customer must use the Services supplied by 5GN responsibly, This includes in particular Internet and hosting Services.

3.2 Unlawful or improper use and interference

The Customer must not use the Services in any way that is unlawful or interferes with the use of 5GN's Systems or the rights of third parties (including other providers and users). In particular, the Customer must not use any Services or any of 5GN's Systems in a way that:

- (a) is unlawful or induces unlawful activity;
- (b) accesses, downloads, transmits, disseminates, stores or posts illegal, abusive, deceptive, obscene, defamatory, offensive, threatening or otherwise inappropriate content or materials;
- (c) could interfere with or infringe the rights of others, including any intellectual property rights or rights to privacy;
- (d) could interfere with, degrade or deny service to, impair the use of, or subvert the security or privacy of: 5GN's Systems, data or information; or those of another person, unless the Customer has, as applicable, 5GN's or such other person's written consent to do so; or
- (e) attempts to manipulate or bypass any limitations on the Service by any means.

3.3 Use in accordance with intended supply

The Customer must not use the Services supplied by 5GN in a manner not intended or contemplated by 5GN when agreeing to supply the Services to the Customer including running a telemarketing business or call centre, re-supplying or reselling the Services, wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on our network and abnormal or excessive use of back to base services.

4. CUSTOMER RESPONSIBILITIES

4.1 Rules and guidelines

The Customer must adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed from a 5GN-branded website.

4.2 Security and updates

The Customer is responsible for ensuring that the systems and machines that connect to and use the Services are secure. This includes having in place the requisite patches, ensuring that updates are promptly installed on all operating systems and changing default passwords regularly.

4.3 Responsibility for material

The Customer is responsible for all material created, hosted, posted, downloaded or uploaded from the Customer's systems and machines, including all Customer Content. 5GN is not responsible for:

- (a) any material created, hosted, posted, downloaded or uploaded by the Customer or any third parties;
- (b) the content of any websites (other than its own) that are hosted on or accessible using 5GN's Systems. Links to third party websites are provided for navigation purposes only.

4.4 Responsibility for Personnel and End Users

The Customer must ensure any person who uses or accesses the Services does not conduct or engage in any of the activities prohibited by this Policy. Any breach by an End User, a member of the Customer Group or Customer's Personnel shall be deemed to be a breach by the Customer.

5. COMPLIANCE WITH CODES

5GN is subject to a number of Codes of Practice (**Codes**) including the Internet Industry Codes of Practice registered with the Australian Communications and Media Authority (ACMA). The Codes set out how internet service providers, such as 5GN, and email service providers must address the sources of Spam within their own networks. They also require internet service providers and email service providers to give end-users information about how to deal with Spam, and informed choice about their filtering options. The Customer must take such action as 5GN reasonably requires assisting 5GN to comply with its obligations under the Codes.

6. ENFORCEMENT

6.1 Monitoring

While not obligated to monitor and perform investigations, 5GN may monitor use of Services and Systems and may investigate breaches of this Policy or misuse of any Service.

6.2 Remedial action

If 5GN believes there has been a breach of this Policy, 5GN may take such remedial action as it considers appropriate. 5GN may also take remedial action if a Law requires it to do so or Government Authority requests 5GN to do so. Depending on the severity and effect of the breach, the types of remedial action we may in our full discretion take include any or a combination of the following:

- (a) giving the Customer a warning that any repetition of the activity or conduct will result in 5GN immediately terminating or suspending the Services;
- (b) reporting the activities or conduct to relevant authorities;
- (c) if the Customer Service involves 5GN publishing, hosting or making available material or content provided or selected by the Customer, removing or disabling access to that material or content; and
- (d) immediately terminating, limiting, restricting or suspending the Services.

In particular, our right to terminate or suspend the Services includes, but is not limited to, suspension or termination in response to infringements of copyright in accordance with 5GN's policy for dealing with this type of activity.

6.3 Notification

5GN will usually attempt to notify the Customer before it suspends or terminates Service if it is reasonably possible to do so. However, any failure on the part of 5GN to notify the Customer will not affect any such termination or suspension or create any liability for 5GN.

7. CHANGES TO THE POLICY

5GN may change or modify the terms of this Policy at any time and these changes will be effective when posted on 5GN's website. The Customer will be deemed to have accepted any changed or additional terms if the Customer continues to use the

Services after such changes to the Policy are posted to our website. The Customer should review this Policy from time to time to ensure that they are kept updated on any changes.

8. **REPORTING OF BREACHES OF THIS POLICY**

Please send the details of any actual or suspected violations of this Policy to 5GN at Policy Breaches, 5G Networks, Level 8, 99 William Street, Melbourne, Victoria 3000.