

Acceptable Usage Policy

1. General

- 1.1. This Acceptable Use Policy (“AUP”) outlines your obligations with respect to Ello’s Services to ensure Ello can maintain the integrity of its Network and subsequently provide a high level of quality and service to all Customers. This AUP also ensures that activities undertaken by Customers when using Ello Services are in compliance with the law.
- 1.2. The Service or Services refers to the service agreed to in your Application with Ello.
- 1.3. Irrespective of which Service you have subscribed to with Ello, our AUP will apply to you and those parties who you allow to use the Ello Services you have subscribed to and forms part of the Standard Form of Agreement (“SFOA”).
- 1.4. Ello may monitor or investigate a Customers account and their use of the Service to confirm compliance of this policy.
- 1.5. We may immediately restrict, suspend or cancel the supply of service to you under clause 12.1.15 of the SFOA if your use, or the use of any other party accessing your Service, uses the Service in a way that breaches this AUP.
- 1.6. If you have any queries about our AUP, you can contact us by emailing abuse@ello.com.au.

2. Unreasonable or Excessive Use

- 2.1. Ello consider a Customer’s use of the Service to be unreasonable where the Service is accessed or used in a way that is not typical of the purpose you specify during Application for service (for example, where the purpose was Residential and the service is used for Commercial purposes), unless written consent has been provided by Ello to the Customer.
- 2.2. Not Typical use includes, but is not limited to:
 - 2.2.1. excessive call, message (SMS, MMS or Email), data or other Service usage that would not be considered typical of the purpose specified during Application .
 - 2.2.2. wholesaling or reselling the Service or any part of the Service.
 - 2.2.3. Using the Service for high-volume commercial activity, including telemarketing or call centre operations
 - 2.2.4. Using the Service in conjunction with hardware or software, including but not limited to SIM Boxes, that switch, route or re-routes calls, messages, data etc to/from Ello to/from another network carrier or supplier.
 - 2.2.5. Usage that affects the Services provided to other Ello customers.

- 2.2.4. Using the Service in conjunction with hardware or software, including but not limited to SIM Boxes, that switch, route or re-routes calls, messages, data etc to/from Ello to/from another network carrier or supplier.
- 2.2.5. Usage that affects the Services provided to other Ello customers.

3. Illegal Activity

- 3.1. You, or any other party you permit to use the Service, must not engage in an act or activity which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority, including but not limited to:
 - 3.1.1. illegal, malicious, improper or other unlawful purposes;
 - 3.1.2. interfering with other users on the network or the proper operation, security and integrity of the network or systems
 - 3.1.3. accessing or damaging another users computer system without permission;
 - 3.1.4. infringing the intellectual property rights including copyright, of others without express permission;
 - 3.1.5. disclosing confidential or private information of another user;
 - 3.1.6. storing, sending, distributing, displaying, posting or accessing any content or material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
 - 3.1.7. knowingly transmitting a computer virus or other malicious computer program;
 - 3.1.8. enabling a minor to access material inappropriate for a minor;
 - 3.1.9. defaming, harassing, threatening, abusing, menacing, offending, violating the privacy of, or inciting violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings
 - 3.1.10. conducting or promoting a business that is illegal;
 - 3.1.11. breaching any laws or infringing any third party

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intellectual property rights (including without limitation, copyright) or breaching any standards, content requirements or codes set out by any relevant authority or industry body; or

- 3.1.12. conducting fraudulent activity, including impersonating any person or entity or forging anyone else's signature.

4. SPAM

- 4.1. You, or any other party you permit to use the Service, must not engage in an act or activity contravenes or breaches the SPAM ACT 2003, or any regulations made under the SPAM ACT 2003, including but not limited to:

- 4.1.1. send, allow to be sent, or assist in the sending of Spam;
- 4.1.2. send or receive high volumes of emails, data or phone calls by utilising an automated program of any type
- 4.1.3. use or distribute any software designed to harvest email addresses; or
- 4.1.4. any other contravention or breach of the SPAM ACT 2003.

5. Regulatory Authorities & Law Enforcement

- 5.1. As a Carriage Service Provider (CSP), Ello fully co-operates with all empowered Regulatory Authorities, Law Enforcement and Security Agencies and has a requirement to assist these authorities and agencies as a condition of the Telecommunications Act 1997 and may assist these authorities and agencies with lawful requests without Notice to Customers, but in doing so will act in accordance with our legal obligations.

6. Changes

- 6.1. Ello may vary this policy at any time within reason and according to the provisions outlined in the SFOA under clause 2.4. Continuing to use Services after changes to this policy takes effect constitutes your acceptance of the variations and policy as a whole.