

# Swoop Infrastructure Acceptable Use Policy for Service Providers

## Policy Overview

This Acceptable Use Policy governs your use of telecommunications services provided by Swoop. Where Swoop determines that you have violated this policy, we may restrict, suspend, or terminate services in accordance with our Terms and Conditions. Swoop reserves the right to block content that breaches this policy.

## Lawful Use Requirements

The Service must be used solely for legitimate and lawful purposes. You are prohibited from using the Service:

- for any purpose that violates Commonwealth, State, Territory or local laws or regulations;
- in any way that infringes intellectual property rights, including copyright, trademarks, patents, or trade secrets of third parties;
- in any manner that violates privacy rights or breaches confidentiality obligations;
- to gain unauthorised access to computer systems, networks, or data, or to interfere with the normal operation of such systems;
- to transmit unsolicited commercial communications (spam), except where permitted by law and where you have an existing relationship with or explicit consent from recipients;
- to distribute, store, or transmit malicious software, viruses, or security exploit tools through using the Service.

## Retail Service Provider Obligations

As a RSP using the Service, you must:

- implement and maintain appropriate security measures for all systems you use in relation to the Service;
- take full responsibility for all content transmitted, stored, or accessed through the Service;
- monitor and prevent misuse by your staff, contractors, and agents, and cooperate fully with Swoop when addressing policy violations;
- use commercially reasonable efforts to ensure your end user comply with acceptable use standards and maintain the security of any devices used in connection with the Service; and
- promptly investigate and address any reported misuse of the Service by your customers.

## Service Usage Restrictions

You must only use or re-sell a service for its intended purpose. The following activities are specifically prohibited:

- providing a single service connection to serve multiple distinct customers or separate premises;
- reselling residential services to a non-residential customer;
- using the Service for aggregation to downstream services;
- deploying services for Layer 2 or Layer 3 network backhaul;
- utilising the Service in ways that create network congestion or loading significantly beyond normal usage patterns for that service type; or
- making performance claims or service representations to your customers that exceed the specifications we have provided to you.