



bluehubcloud

Bluehub Unified Communications Fair Use Policy

1. Preamble

The Bluehub Unified Communications Fair Use Policy serves as a governing document detailing regulations pertaining to the utilization of our Services. This policy outlines user responsibilities and delineates acceptable and unacceptable usage of said Services. All definitions outlined in the Bluehub Unified Communications Master Services Agreement Terms and Conditions shall apply in equal measure to this Fair Use Policy. Non-compliance with this policy, either by the primary subscriber or any authorized user, may result in the suspension or termination of Services.

2. Unacceptable Usage

Users bear the responsibility for any content, data, or information transmitted, stored, or distributed through our Services. Users shall not employ, or allow others to employ, our Services for the following purposes:

Transmitting, storing, or distributing fraudulent, restricted, prohibited, or otherwise unlawful material under applicable laws.

Infringing on software, data, or materials protected by trade secret, copyright, patent, or other intellectual property rights, unless explicitly authorized to do so.

Disseminating material containing viruses, worms, Trojans, or other harmful components.

Engaging in activities likely to defame, harass, threaten, abuse, menace, offend, violate privacy, or incite violence or hatred against individuals or groups, potentially leading to civil or criminal proceedings.

Generating sexually explicit, indecent, racially, ethnically, or otherwise objectionable or offensive material.

Interfering with other users or disrupting their ability to access, use, or enjoy the Services, including the transmission of large or numerous data volumes intended to disrupt others' systems or accounts.

Furthermore, users shall not:

License, sell, rent, lease, transfer, assign, resell, distribute, display, disclose, or otherwise commercially exploit the Services or make them available to third parties.

Employ the Services for telemarketing, lead generation, mass marketing, or call center purposes, or utilize auto-dialers or similar software to generate excessive call volumes without written consent, potentially incurring additional charges.

Utilize personal or residential-grade services for business or commercial purposes.

Continuously loop, forward, or re-route calls.

Redirect calls to 13/1300/1800 numbers for indirect purposes, including calling cards.

Employ Cellular Trunking Units.

Make or receive calls lasting on average more than 2 hours.

Exceed 1500 outbound minutes per billing period for a SIP Trunk Channel or a PBX Extension if using an included call plan.

Permit other carriers or carriage service providers to use the Services without written consent.

Employ the Services to make international calls without paying long-distance charges through specific access numbers.

Use the Services for commercial purposes unless on a business plan.

Use the Services for personal purposes unless on a personal/non-business plan or for any other abnormal, excessive, or unreasonable purposes.

3. Compliance with Spam Regulations

Users shall access and employ the Service in strict compliance with the Spam Act 2003 (Cth). Users shall not use, attempt to use, or permit the Service to be used for:

Sending, enabling the sending of, or assisting in sending unsolicited bulk data or electronic messages, or overloading the Services.

Using or distributing software designed to collect user names and email addresses for the purpose of sending electronic messages.

4. Security Measures

Users are responsible for ensuring the security of the Services, including safeguarding account details, passwords, and protection against unauthorized third-party usage. Users are liable for all charges incurred by individuals granted access to or use of the Service, including those to whom account details and passwords have been disclosed. Users shall refrain from violating or attempting to violate the Service's security, including:

Accessing materials for which they are not the intended recipient or accessing computer systems, servers, or accounts without proper authorization.

Attempting to probe, scan, or test the vulnerability of data, systems, or networks, including the Services.

Tampering with, compromising, or breaching the security or integrity of any network or system, including the Services.

Circumventing user authentication or security of any host, network, or account, including the Services.

Employing or distributing tools designed to compromise security, such as password guessing programs, cracking tools, packet sniffers, or network probing tools.

Attempting to interfere with, disrupt, or disable any host, network, or the Services, including deliberate attempts to overload systems, hosts, or networks.

Using another person's name, username, or password or attempting to gain access to another person's account.

Impersonating another person or entity using the Services, including spoofing email or network packet headers, regardless of malicious intent.

5. Excessive Usage

Users shall utilize the Service in adherence to download or capacity limits specified in their subscribed plan. Unreasonable exceedance of these limits or excessive use of capacity or resources that may impede the provision of Services to other customers or threaten network and system integrity, including the Services, may result in service limitation, suspension, or termination.

6. Monitoring

While Bluehub Unified Communications has no obligation to monitor the Services, we reserve the right to do so when necessary, as required by applicable law. We retain the authority to remove material and block data transmission via the Services at our sole discretion.

7. Breach of Usage

Bluehub Unified Communications reserves the exclusive right, at its sole discretion, to:

Remove material that violates Bluehub Unified Communications policies, including this Fair Use Policy.

Block access to all or part of the Services.

Provide data, upon request by relevant authorities, for criminal or governmental investigations.

Suspend or terminate Services immediately with written notice if users breach the Fair Use Policy, and such breach remains unresolved for 14 days following notice. Bluehub Unified Communications may also suspend or terminate Services without notice if we determine, at our absolute discretion, that users have committed a serious or continuing breach of the Fair Use Policy.

8. Policy Amendments

We reserve the right to amend the Fair Use Policy at any time by providing notice in accordance with Bluehub Unified Communications' Master Services Agreement Terms and Conditions. Continued use of the Service following such notice constitutes acceptance of policy amendments.