Acceptable Use Policy

Peak Net Broadband Services — Version 1.1 — Effective 4 October 2026

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Approved by: Managing Director, Peak Net Pty Ltd

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> This Acceptable Use Policy ("AUP") forms part of your service agreement with Peaknet. By using our service you agree to comply with it. We may suspend or terminate your service for serious or repeated breaches.

1. Who this policy applies to

This AUP applies to every Peaknet customer, every device on a Peaknet connection, and anyone you authorise to use your service (including family members, guests, employees and tenants). You're responsible for ensuring everyone using your connection follows the rules below.

2. What you must not do with the service

You must not use the Peaknet service to:

- **Break the law** — including but not limited to: fraud, identity theft, illegal gambling, drug or weapon dealing, child exploitation material, hacking, or any other activity that breaches Commonwealth, State or Territory law
- **Harass or harm others** — stalking, threatening, defaming, doxing, or distributing intimate images without consent
- **Send unsolicited bulk communications** — spam email, spam SMS, or telemarketing that breaches the Spam Act 2003 or Do Not Call Register Act 2006
- **Infringe intellectual property** — distributing copyrighted material (movies, music, software, ebooks) without rights, or using trademarks/branding you don't own
- **Attack networks or systems** — DoS/DDoS attacks, port scanning third parties, distributing malware/ransomware/viruses, or attempting to gain unauthorised access to other networks
- **Misrepresent yourself** — impersonating others, forging email headers, or using false identifying information at signup
- **Resell or share commercially** — running a commercial WiFi hotspot, a public proxy, or reselling the service to third parties (you can share with your household/guests, you can't operate a commercial service)
- **Run "always-on" extreme-traffic services** — running open relays, bittorrent seedboxes, or sustained 24/7 saturation upload that materially affects other customers on shared NBN infrastructure (the NBN's

Fair Use principle applies)

3. What you can do with the service

Normal residential and small-business use is fine. That includes streaming, gaming, video calls, working from home, running a home server, smart-home devices, hosting a Plex / NAS for your household, downloading large files, and basically anything a typical internet customer does.

We do **not** traffic-shape, throttle by application, or block lawful destinations. Your speed is what your plan and access technology can deliver.

4. What happens if you breach this policy

We follow a graduated response, except for serious breaches (illegal content, attacks on others) where we may suspend immediately.

- **Step 1 — Notice:** we'll email you describing the breach and what needs to change
- **Step 2 — Warning:** if it continues, we'll send a formal written warning with a deadline to remedy
- **Step 3 — Suspension:** we may suspend your service while we investigate further
- **Step 4 — Termination:** for serious or repeated breaches, we may terminate your service. You'll be notified in writing

5. How to report misuse

If you believe a Peaknet customer is breaching this policy (e.g. you're receiving spam from a Peaknet IP, or you're being targeted by harassment), email abuse@peaknet.com.au with:

- The IP address (if known)
- The date, time and time zone of the incident
- A clear description of what happened, with any evidence (logs, screenshots, message headers)

We investigate every report and respond within 5 business days. If you're reporting illegal activity, we may also be required to refer the matter to the Australian Federal Police or eSafety Commissioner.

6. Your rights

- You can request a copy of any AUP-related notice we've sent you within the last 12 months
- You can dispute an AUP determination — see our Complaints Handling Policy
- If your service is suspended or terminated and you disagree, you can escalate to the TIO (Telecommunications Industry Ombudsman) on 1800 062 058

7. Changes to this policy

We may update this policy from time to time. If a change is materially detrimental to you, we'll give you at least 30 days' written notice. You can cancel without penalty during the notice period if you don't accept the

change.