

Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access)

nbn[®] Platform Interfacing Service Module

Wholesale Broadband Agreement



This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer



Service Terms (**nbn**® Enterprise Ethernet – Portal & B2B Access)

nbn® Platform Interfacing Service Module
Wholesale Broadband Agreement

Version	Description	Effective Date
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Environment

nbn asks that you consider the environment before printing this document.

Introduction

These Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) include:

- provisions which describe the **nbn**[®] Enterprise Ethernet Portal and constitute a [Service Description](#);
- provisions which describe the availability of B2B Access for **nbn**[®] Enterprise Ethernet and form part of the [Service Description](#);
- provisions which are specific to **nbn**'s supply of the **nbn**[®] Enterprise Ethernet Portal or B2B Access for **nbn**[®] Enterprise Ethernet, but which are otherwise similar in nature to those in the [Head Terms](#);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Head Terms](#) and in other documents in the **nbn**[®] Platform Interfacing Service Module;
- Special Terms, which take priority over other provisions in this Agreement (including the [Head Terms](#)) and are subject to specific change management provisions in clause F4 of the [Head Terms](#); and
- provisions which describe RSP obligations in relation to Unfair Use and the meaning of Unfair Use as it relates to the **nbn**[®] Enterprise Ethernet Portal, and constitute a [Fair Use Policy](#).

As an aid to the reader, this document includes the following icon, which is used to identify provisions which are Special Terms.



This icon is used to identify provisions which are Special Terms.

This document forms part of the **nbn**[®] Platform Interfacing Service Module. It contains additional provisions which are specific to the **nbn**[®] Enterprise Ethernet Portal and B2B Access for **nbn**[®] Enterprise Ethernet and should be read in conjunction with that Product Module.

Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

Part A: Service Description

This part describes the **nbn**[®] Enterprise Ethernet Portal and B2B Access for **nbn**[®] Enterprise Ethernet.

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Part B: Service Terms

This part includes provisions which are specific to **nbn**'s supply of the **nbn**[®] Enterprise Ethernet Portal and B2B Access for **nbn**[®] Enterprise Ethernet.

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Part C: Fair Use Policy

This part includes provisions about fair use of the **nbn**[®] Enterprise Ethernet Portal.

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Part A: Service Description

*Section 1 describes Key Business Transactions that RSP may perform through the **nbn**[®] Enterprise Ethernet Portal and B2B Access.*

1. Key Business Transactions

The following transactions are Key Business Transactions in relation to the supply of the **nbn**[®] Enterprise Ethernet Product for the purposes of this Agreement.

Key Business Transaction	Description
Delivery Transactions	request for, and provision of, Service Feasibility Assessments
	request for, and provision of, Enterprise Ethernet Quotes
	provision and acceptance of Price Confirmations
	submission of Connect, Modify, or Disconnect orders
	amendment of an order being processed
	tracking of orders being processed
Assurance Transactions	submission of Trouble Tickets
	amendment of a Trouble Ticket being processed
	tracking of Trouble Tickets
Test & Diagnostic Transactions	submission of Diagnostic Status Tests or Network Tests
	tracking of Diagnostic Status Tests or Network Tests

*Section 2 describes the service elements of the **nbn**[®] Platform Interfacing Service relevant to **nbn**[®] Enterprise Ethernet.*

2. Service Elements

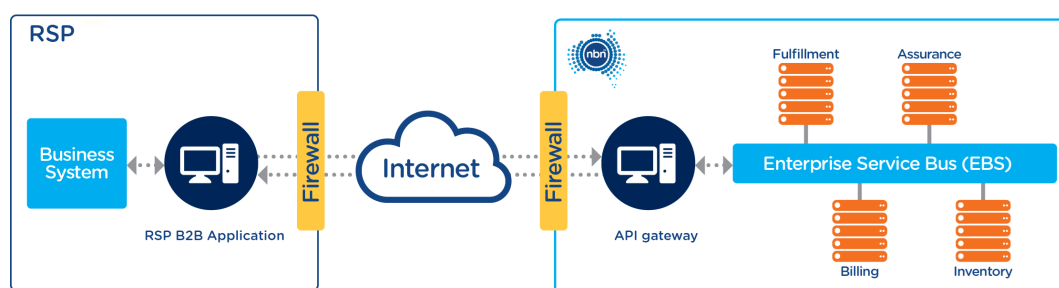
2.1 **nbn**[®] Enterprise Ethernet Portal Service Element

- (a) Without limiting section 9.1(a), the **nbn**[®] Enterprise Ethernet Portal is a Service Element of the **nbn**[®] Platform Interfacing Service.
- (b) The **nbn**[®] Enterprise Ethernet Portal enables RSP and **nbn** to perform supported Key Business Transactions for **nbn**[®] Enterprise Ethernet over the Internet using a web-based portal provided by **nbn**.
- (c) The **nbn**[®] Enterprise Ethernet Portal does not include direct access to, or direct use of, **nbn**'s core systems or the functionality of **nbn**'s core systems.
- (d) Use of the **nbn**[®] Enterprise Ethernet Portal is subject to the **nbn**[®] Enterprise Ethernet Portal terms and conditions, which may be updated by **nbn** from time to time.

2.2 B2B Access Service Element

- (a) In addition to section 2 of the [Service Description for the nbn® Platform Interfacing Service](#), but subject to sections 2.2(b) and 2.2(c), B2B Access enables RSP and **nbn** to perform supported Key Business Transactions for **nbn**® Enterprise Ethernet using their own operations support systems and billing support systems by exchanging encrypted messages over the Internet using APIs between an RSP B2B Application hosted by RSP and an API gateway hosted by **nbn**.
- (b) B2B Access using APIs may not allow RSP and **nbn** to perform all Key Business Transactions.
- (c) **nbn** will notify RSP of the Key Business Transactions RSP may perform through B2B Access using APIs from time to time as such Key Business Transactions become available.
- (d) The following diagram illustrates the exchange of messages between an RSP B2B Application and the API gateway using an API.

B2B Access via API Diagram



*Section 3 specifies RSP's conditions of use of the **nbn**® Enterprise Ethernet Portal and B2B Access.*

3. Operation of the **nbn**® Enterprise Ethernet Portal and B2B Access

3.1 Valid uses of **nbn**® Enterprise Ethernet Portal, B2B Access and data

- (a) RSP may only use the **nbn**® Enterprise Ethernet Portal and B2B Access for the purpose of performing RSP's Key Business Transactions and for purposes approved by **nbn** in writing.
- (b) RSP may only use Service Feasibility Assessment Information, in accordance with additional conditions in Part B, for:
- (i) determining whether RSP is able to place an order through the **nbn**® Enterprise Ethernet Portal and B2B Access in accordance with this Agreement;
 - (ii) obtaining the Fibre Build Contribution associated with such an order;
 - (iii) developing and planning orders for **nbn**® Enterprise Ethernet through the **nbn**® Enterprise Ethernet Portal and B2B Access; and
 - (iv) any other purposes approved by **nbn** in writing.

Part B: Service Terms

Section 4 is a Service Term which should be read in conjunction with clause A2 of the [Head Terms](#) and Part A of this document.

4. Product Supply

4.1 Conditions of Supply for the **nbn**[®] Enterprise Ethernet Portal

RSP must:

- (a) ensure that each Delegated Administrator and each Authorised User agrees to, and complies with the **nbn**[®] Enterprise Ethernet Portal terms and conditions;
- (b) provide to **nbn** all information reasonably required and requested by **nbn** to implement security protocols that are used in connection with the **nbn**[®] Enterprise Ethernet Portal;
- (c) on request by **nbn**, use reasonable endeavours to make available to **nbn**, RSP Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with RSP's access to or use of the **nbn**[®] Enterprise Ethernet Portal; and
- (d) acquire and maintain, at its cost, Internet connectivity to facilitate RSP's access to the **nbn**[®] Enterprise Ethernet Portal.

4.2 Conditions of Supply for B2B Access

RSP must:

- (a) acquire, install, host, operate and maintain the RSP B2B Applications, and integrate the RSP B2B Applications with RSP's operation support systems and billing support systems in accordance with the requirements of the B2B Specifications;
- (b) establish and maintain, at its cost, Internet and other connectivity between the RSP B2B Applications and the API gateway hosted by **nbn**, to facilitate B2B Access;
- (c) on request by **nbn**, use reasonable endeavours to make available to **nbn**, RSP Personnel with subject matter expertise to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with interoperability issues;
- (d) manage API Credentials as Confidential Information of **nbn**;
- (e) acquire access information in relation to the **nbn**[®] Developer Portal and maintain such access information as Confidential Information of **nbn**; and
- (f) use all security protocols required in connection with B2B Access in accordance with the requirements of the B2B Specifications.

*Section 5 is a Service Term which applies in connection with the **nbn**[®] Enterprise Ethernet Portal.*

5. Operational Management

5.1 General obligations relating to **nbn**[®] Platform-Related Software

- (a) RSP must, in accordance with **nbn**'s instructions, install and implement any **nbn**[®] Platform-Related Software (and any upgrades or updates released by **nbn** or its licensors) provided by **nbn** as part of the **nbn**[®] Enterprise Ethernet Portal and successfully complete all testing required by **nbn**.

- (b) RSP must not:
- (i) access or interfere with **nbn**'s core systems or the functionality of **nbn**'s core systems (or attempt to do so);
 - (ii) change or otherwise interfere with the **nbn**[®] Enterprise Ethernet Portal (except in the ordinary course of using or configuring the **nbn**[®] Enterprise Ethernet Portal in accordance with these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access));
 - (iii) copy, or attempt to copy, any part of the **nbn**[®] Enterprise Ethernet Portal (or any of the data accessible through the **nbn**[®] Enterprise Ethernet Portal), except for:
 - (A) copying:
 - (1) business-to-business messages generated or transmitted by, on or through the **nbn**[®] Enterprise Ethernet Portal as a result of the performance of Key Business Transactions;
 - (2) operational information made available by **nbn** to RSP through the **nbn**[®] Enterprise Ethernet Portal and relating specifically to the performance of Key Business Transactions;
 - (3) any **nbn**[®] Platform-Related Software for testing purposes approved by **nbn** in writing; or
 - (4) any **nbn**[®] Platform-Related Software that may be inherent in the design of the normal operation of that software; or
 - (iv) reverse engineer, decompile or access the source code of the **nbn**[®] Enterprise Ethernet Portal or **nbn**'s core systems or the functionality of **nbn**'s core systems, or attempt to do so.
- (c) RSP must not, and must procure its Downstream Service Providers and Contracted End Users do not, perform any data mining or similar activities on or through the use of the **nbn**[®] Enterprise Ethernet Portal.

*Section 6 is a Service Term which applies in connection with the **nbn**[®] Enterprise Ethernet Portal and should be read in conjunction with clause C15 of the [Head Terms](#).*

6. NPIS Preventative Maintenance Outages – **nbn**[®] Enterprise Ethernet Portal

- (a) **nbn** may implement a Planned Outage in respect of the **nbn**[®] Enterprise Ethernet Portal (an **NPIS Preventative Maintenance Outage**) if **nbn** considers the Planned Outage is necessary.
- (b) Clause C15.1(c) of the [Head Terms](#) does not apply in respect of NPIS Preventative Maintenance Outages.

*Section 7 is a Service Term which sets out the procedure **nbn** will adopt when the **nbn**[®] Enterprise Ethernet Portal is not Operational.*

7. **nbn**[®] Platform Workarounds – **nbn**[®] Enterprise Ethernet Portal

7.1 Consequences of **nbn**[®] Enterprise Ethernet Portal not being Operational

- (a) If **nbn** determines at any time that any part of the **nbn**[®] Enterprise Ethernet Portal is not Operational, **nbn**:
- (i) will:
 - (A) notify RSP as soon as practicable;
 - (B) where reasonably practicable to do so, consult with, and consider any feedback given by, RSP in relation to any workarounds that **nbn** proposes to implement during the period that an affected part of the **nbn**[®] Enterprise Ethernet Portal is not Operational;
 - (C) use reasonable endeavours to:
 - (1) ensure that any proposed workarounds are consistent with the processes set out in this Agreement; and
 - (2) minimise any adverse impact of the proposed workaround on RSP; and
 - (D) notify RSP of any workarounds (**nbn**[®] Platform Workarounds) that **nbn** will implement during the period that an affected part of the **nbn**[®] Enterprise Ethernet Portal is not Operational; and
 - (ii) may suspend RSP's use of the **nbn**[®] Enterprise Ethernet Portal or part thereof.
- (b) RSP must comply with **nbn**[®] Platform Workarounds.

7.2 Reinstatement of **nbn**[®] Enterprise Ethernet Portal

- (a) **nbn** will make a determination that the **nbn**[®] Enterprise Ethernet Portal is Operational as soon as **nbn** considers that it is Operational. As soon as is reasonably practicable after making that determination, **nbn** will:
- (i) notify RSP; and
 - (ii) reinstate RSP's use of the **nbn**[®] Enterprise Ethernet Portal.
- (b) Any relevant **nbn**[®] Platform Workarounds will immediately cease to have effect on and from the time specified in the notice given by **nbn** that the **nbn**[®] Enterprise Ethernet Portal is Operational, except that **nbn** may continue to process in-progress orders in accordance with the **nbn**[®] Platform Workarounds.

Section 8 is a Service Term which should be read in conjunction with clause D1 of the [Head Terms](#).

8. Information & Rights Management

8.1 Authorised Use and Security

- (a) RSP must keep secure and confidential, and protect from unauthorised use, any usernames, passwords and digital certificates provided to or used by RSP in connection

with the **nbn**[®] Enterprise Ethernet Portal (all of which are the Confidential Information of **nbn**).

- (b) RSP is responsible for any and all use of the **nbn**[®] Enterprise Ethernet Portal by its authorised users or other third parties acting on behalf of RSP.

8.2 Service Feasibility Assessment Information

- (a) **nbn** is not obliged to progress any Service Feasibility Assessment if:
- (i) RSP has not provided sufficient information as indicated by the **nbn**[®] Enterprise Ethernet Portal;
 - (ii) **nbn** has reasonable grounds to believe that relevant authorisations have not been obtained;
 - (iii) RSP has previously requested a Service Feasibility Assessment for that Premises and that Service Feasibility Assessment is still valid; or
 - (iv) RSP has previously requested a Service Feasibility Assessment for that Premises on multiple occasions.
- (b) RSP must not disclose Service Feasibility Assessment Information to any third party, except where the third party is:
- (i) a current or prospective Contracted End User in respect of whom the Service Feasibility Assessment Information applies;
 - (ii) a Downstream Service Provider or Specified Utility engaging in a related Specified Activity; or
 - (iii) RSP Personnel,
- and such disclosure is made in accordance with clause D1 of the [Head Terms](#).
- (c) Clauses D1.2(b) and D1.2(d) of the [Head Terms](#) do not apply in respect of Service Feasibility Assessment Information to the extent there is any inconsistency between those clauses and this section 8.2.

8.3 Third Party Address Data supplied by PSMA

- (a) Service Feasibility Assessment Information may contain Third Party Address Data supplied by PSMA. Third Party Address Data supplied by PSMA is the Confidential Information of **nbn**, and is licensed to **nbn** by PSMA.
- (b) **nbn** grants RSP a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Third Party Address Data supplied by PSMA internally within RSP's business, solely to the extent required for RSP (directly or through its Personnel) to supply, market and promote RSP Products.
- (c) RSP must prominently display an acknowledgement of PSMA's ownership of Third Party Address Data supplied by PSMA on any copy or reproduction of it.
- (d) RSP must not:
- (i) disclose Third Party Address Data supplied by PSMA to any third party except in accordance with clauses D1.2(d)(i) or D1.2(d)(vii) of the [Head Terms](#); or
 - (ii) make any changes to any spatial co-ordinates contained in the Third Party Address Data supplied by PSMA.

- (e) **nbn** may, if it becomes aware of or suspects that RSP's conduct, or that of its Personnel, with respect to Third Party Address Data supplied by PSMA is in breach of this Agreement or would cause **nbn** to be in breach of the terms on which it licenses Third Party Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Third Party Address Data supplied by PSMA.
- (f) Sections 8.3(c) to 8.3(e) above will have no force or effect unless **nbn** notifies RSP in writing, in which case sections 8.3(c) to 8.3(e) will take effect on and from the date specified in the notice by **nbn**.
- (g) Clauses D1.2(b) to D1.2(d) (other than clauses D1.2(d)(i) and D1.2(d)(vii)) of the [Head Terms](#) do not apply in respect of Third Party Address Data supplied by PSMA.
- (h) This section 8.3 applies only in respect of Third Party Address Data supplied by PSMA which is contained in Service Feasibility Assessment Information.

8.4 Telstra Address Data

- (a) Service Feasibility Assessment Information may contain Telstra Address Data. Telstra Address Data is the Confidential Information of **nbn**, and is provided to **nbn** by Telstra.
- (b) **nbn** grants RSP a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Telstra Address Data internally within RSP's business, solely to the extent required for RSP (directly or through its Personnel) to supply, market and promote RSP Products.
- (c) In addition to the obligations and limitations in clause D1 of the [Head Terms](#), RSP must not do any of the following things with respect to Telstra Address Data:
 - (i) use or disclose Telstra Address Data to carry on or be involved in any digital mapping business in Australia or publish or make available any addressing index or similar product in Australia;
 - (ii) disclose Telstra Address Data to any entity or person who carries on or is involved in any digital mapping business in Australia or who collates or makes available any addressing index or similar product in Australia, for the purpose of or for inclusion in any digital mapping product, addressing index or similar product; or
 - (iii) use or disclose Telstra Address Data in breach of the security requirements of a Government Agency engaged in national security or critical infrastructure protection or in breach of requirements otherwise imposed on **nbn** or Telstra by law, in each case, as notified by **nbn** to RSP.
- (d) **nbn** may, if it becomes aware of or reasonably suspects that RSP's conduct (or that of its Personnel), with respect to Telstra Address Data:
 - (i) is in breach of this Agreement; or
 - (ii) would cause **nbn** to be in breach of the terms on which it licenses Telstra Address Data,

take any reasonable remedial action to prevent such breaches, including suspending access to or use of Telstra Address Data, provided that at, or as soon as feasible after, the time **nbn** takes any such remedial action, **nbn** provides RSP with written notice setting out:
 - (iii) subject to any applicable confidentiality requirements, **nbn**'s reasons for exercising its rights under this section 8.4(d); and

- (iv) the actions (if any) RSP could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.
- (e) When any conduct by RSP or any of its Personnel of the nature described in section 8.4(d) has been addressed to **nbn**'s reasonable satisfaction, **nbn** will, as soon as reasonably practicable, take all steps that are reasonably practicable to:
 - (i) subject to section 8.4(e)(ii), reinstate RSP's right to access, use and disclose the Telstra Address Data; and
 - (ii) where necessary, seek reinstatement of **nbn**'s right to access, use and disclose the Telstra Address Data and/or **nbn**'s contractual rights to pass on those rights of access, use and disclosure to RSP.
- (f) **nbn** will consult with RSP before taking any remedial action under section 8.4(d), where it is reasonably practicable for **nbn** to do so.
- (g) Clauses D1.2(b) to D1.2(d) of the [Head Terms](#) do not apply in respect of Telstra Address Data to the extent there is any inconsistency between those clauses and this section 8.4.



Section 9 is a Special Term.

9. General Terms

9.1 Service Description and Fair Use Policy

- (a) Part A of these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) constitutes a Service Description and Part C of these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) constitutes a Fair Use Policy, including so that:
 - (i) clause F4 of the [Head Terms](#) applies to Part A and Part C of these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) as if those parts were a Service Description and Fair Use Policy respectively;
 - (ii) clause H5.3 of the [Head Terms](#) applies to Part A and Part C of these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) as if those parts were a Service Description and Fair Use Policy respectively;
 - (iii) a failure of the **nbn**[®] Enterprise Ethernet Portal to perform substantially in accordance with Part A of these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) may be a Service Fault or an Outage as those terms are defined in the [Dictionary](#); and
 - (iv) **nbn** may exercise its rights under clauses F5 to F10 of the [Head Terms](#) as if Part C of these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) was a Fair Use Policy.
- (b) Nothing in these Service Terms (**nbn**[®] Enterprise Ethernet – Portal & B2B Access) constitutes a Service Levels Schedule or Price List, and the [nbn](#)[®] Platform Interfacing Service Fair Use Policy does not apply in respect of the **nbn**[®] Enterprise Ethernet Portal unless expressly stated otherwise.
- (c) Provisions in respect of B2B Access in this Agreement apply in respect of B2B Access used in connection with Key Business Transactions for **nbn**[®] Enterprise Ethernet, except in:

- (i) sections 2(a) to 2(d) of the [Service Description for the nbn® Platform Interfacing Service](#); and
 - (ii) section 1 of the [Service Terms for the nbn® Platform Interfacing Service](#).
- (d) References to B2B Access in these Service Terms (**nbn**® Enterprise Ethernet – Portal & B2B Access) and the [nbn® Enterprise Ethernet – Operations Manual](#) refer to B2B Access used in connection with Key Business Transactions for **nbn**® Enterprise Ethernet.
- (e) References to the NPIS in this Agreement do not apply in respect of the **nbn**® Enterprise Ethernet Portal, except as follows:
- (i) in the case of references to the NPIS in these Service Terms (**nbn**® Enterprise Ethernet – Portal & B2B Access); and
 - (ii) where expressly stated otherwise.

9.2 Structure of these Service Terms (**nbn**® Enterprise Ethernet – Portal & B2B Access)

- (a) This document does not contain any Financial Management terms which are specific to the **nbn**® Enterprise Ethernet Portal and additional to Module B of the [Head Terms](#).
- (b) This document does not contain any Risk Management terms which are specific to the **nbn**® Enterprise Ethernet Portal and additional to Module E of the [Head Terms](#).
- (c) This document does not contain any Agreement Management terms which are specific to the **nbn**® Enterprise Ethernet Portal and additional to Module F of the [Head Terms](#).
- (d) This document does not contain any Dispute Management terms which are specific to the **nbn**® Enterprise Ethernet Portal and additional to Module G of the [Head Terms](#).
- (e) This document does not contain any Service Management terms which are specific to the **nbn**® Enterprise Ethernet Portal.

Part C: Fair Use Policy

Section 10 sets out a Fair Use Policy in relation to the **nbn**[®] Enterprise Ethernet Portal.

10. Fair use

10.1 Purpose and objectives

- (a) The purpose of this **nbn**[®] Enterprise Ethernet Portal Fair Use Policy section is to support the consistent supply of relevant products to all of **nbn**'s retail service providers and ultimately to end users as expected by both parties as at the Execution Date, recognising that the **nbn**[®] Infrastructure is a shared resource and the activities of one person can detrimentally affect the use of **nbn**[®] Infrastructure or relevant **nbn** products or services by another person.
- (b) The objectives that this **nbn**[®] Enterprise Ethernet Portal Fair Use Policy section aims to meet are as follows:
 - (i) avoid adverse impacts on the quality or reliability of the **nbn**[®] Infrastructure, or the consistent supply of any relevant **nbn** products and services to all **nbn** retail service providers and ultimately to end users, by ensuring that RSP does not use, or permit others to use, **nbn**'s products and services in an excessive or unreasonable manner;
 - (ii) permit use of the **nbn**[®] Infrastructure and **nbn**[®] Enterprise Ethernet Portal in accordance with the relevant terms of the WBA; and
 - (iii) enable **nbn** to deliver products and services in a commercially sustainable manner.

10.2 Application

This **nbn**[®] Enterprise Ethernet Portal Fair Use Policy section applies to RSP's use of the **nbn**[®] Infrastructure and **nbn**[®] Enterprise Ethernet Portal. This document forms part of the **nbn**[®] Platform Interfacing Service Module.

10.3 RSP obligations

- (a) RSP must not, and must ensure its Personnel do not, engage in Unfair Use.
- (b) RSP must ensure that the contracts it enters into with third parties contain valid and enforceable provisions which:
 - (i) prohibit those third parties from engaging in Unfair Use; and
 - (ii) entitle RSP to take steps to stop and/or prevent that Unfair Use (whether by way of disconnection or deactivation of equipment or suspension of the supply of the RSP Product or otherwise).
- (c) RSP must, if requested in writing by **nbn**, exercise those rights referred to in section 10.3(b)(ii) as soon as reasonably practicable to the extent necessary to stop and/or prevent Unfair Use by the third party.

10.4 Unfair Use

In this **nbn**[®] Enterprise Ethernet Portal Fair Use Policy section, **Unfair Use** means use of the **nbn**[®] Infrastructure or **nbn**[®] Enterprise Ethernet Portal that creates a risk to:

- (a) the integrity of the **nbn**[®] Infrastructure;

- (b) the integrity of the network, systems, equipment or facilities of RSP or any Other RSP used in connection with the **nbn**[®] Network or at the National Test Facility;
- (c) the quality or reliability of the **nbn**[®] Infrastructure, or the consistent supply of any relevant **nbn** product or service supplied by **nbn** to RSP or any Other RSP; or
- (d) the health or safety of any person,

but excludes any use of the **nbn**[®] Infrastructure or **nbn**[®] Enterprise Ethernet Portal that is permitted under a Permitted Fair Use Policy Exemptions document.

Examples of conduct that may constitute Unfair Use include:

1. use of the **nbn**[®] Infrastructure or **nbn**[®] Enterprise Ethernet Portal in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance;
2. undertaking (or attempting to undertake) any of the following activities without authorisation:
 - (a) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks, flooding a network, stress testing or volume testing;
 - (b) probing, scanning or testing the vulnerability of a system or network; or
 - (c) breaching the security or authentication measures for a service or network;
3. the submission of an excessive number of requests for Service Feasibility Assessments which may impact **nbn**'s ability to process assessments in a reasonable timeframe for RSP or any Other RSP;
4. the submission of an excessive number of requests for Service Feasibility Assessments which **nbn** reasonably believes RSP does not intend to convert to Orders; or
5. the submission of a request for a Service Feasibility Assessment which **nbn** reasonably believes is for the purpose of obtaining Confidential Information with respect to Build Activities which RSP would not otherwise be entitled to receive.

10.5 Non-compliance

Non-compliance with this **nbn**[®] Enterprise Ethernet Portal Fair Use Policy may result in:

- (a) an immediate Ordering Freeze, Service Reduction or Suspension of an Ordered Product under clause F5 of the [Head Terms](#); or
- (b) the disconnection of RSP Equipment under clause C10 of the [Head Terms](#).