



**RESOLVER
GROUP**

Resolver Group

Acceptable Use Policy

VOIP & SIP Trunks

Revised: 21st October 2021

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1 The Agreement

1.1 The Parties

1.1.1 Check Technology Group Pty Ltd ABN 22 623 070 057, Suite 126, 58 – 62 Water Street South, Toowoomba, Queensland Australia (hereinafter referred to as “Resolver Group”, “us”, “our”) and the Customer (being an entity subscribing to Resolver Group for the provision of services) agree that by accessing Resolver Group Services, you (hereinafter referred to as “The Customer”, “you” and “your”) accept, without limitation or qualification, the terms and conditions contained within this Standard Form of Agreement.

1.2 What is an Acceptable Use Policy?

1.2.1 The Resolver Group Acceptable Use Policy (“AUP”) regulates fair and acceptable use of our VoIP Services. This document forms part of our Standard Form of Agreement (SFOA). The SFOA is made up of:

- a) General Terms and Conditions;
- b) Service Descriptions; and
- c) Website Pricing Schedule or Executed Proposal

1.2.2 The Customer agrees to be bound by the SFOA as executed by Resolver Group and The Customer on commencement of the Agreement.

1.3 Access to the SFOA Document

1.3.1 The current SFOA will always be available from <https://resolvergroup.com.au/policies>.

1.3.2 If The Customer requires assistance in reading this document, please contact our office on 1800 497 152.

1.4 Changes to the SFOA

1.4.1 Resolver Group may change the SFOA at any time. We will notify The Customer if we change the SFOA using the means detailed in Section 9.5.

1.4.2 Where we change the SFOA and notify The Customer, The Customer’s continued use of the Service signifies the Acceptance of the updated SFOA, without limitation.

1.5 Customer Rights

1.5.1 Telecommunications Legislation requires Resolver Group to supply telecommunications services to The Customer on the terms and conditions of a “Standard Form of Agreement”.

1.5.2 Under Australian Telecommunications Legislation The Customer and Resolver Group must comply with our Standard Form of Agreement unless The Customer and Resolver Group have agreed differently.

2 Terms

2.1 Unlimited Plans

2.1.1 Resolver Group reserves the right to periodically review usage levels of unlimited service plans to ensure that you are not using such service in violation of this AUP and if such an abuse or violation is discovered to terminate or adjust the plan as appropriate.

2.1.2 You agree to use the unlimited plans for traditional voice calls of a duration comparable to that of the average residential or small business customer presently utilising Resolver Group’s service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice services excessively or for means not intended by Resolver Group.

2.1.3 Excessive use is defined by Resolver Group as use that substantially exceeds the average call volume or duration used by all other Resolver Group unlimited plan customers.

2.1.4 The following types of services are specifically prohibited and may not be accessed through Resolver Group’s unlimited voice service plans:

- a) monitoring services;
- b) data transmissions;
- c) transmission of broadcasts or transmission of recorded material.

2.1.5 Resolver Group may terminate your service or change your service plan if, in its sole discretion, Resolver Group determines that your use of the unlimited plan violates this prohibition or is otherwise “unreasonable” or results in abuse of the unlimited minute service plan.

2.2 Unreasonable Use

2.2.1 We consider your use of our Unlimited plans to be “unreasonable” and therefore subject to immediate termination if you:

- a) re-sell, re-brand, re-supply, re-market or commercially exploit our unlimited service, without our written consent, in order to aggregate traffic from more than one customer over an “unlimited” line or trunk;
- b) set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or
- c) engage in any other conduct which is fraudulent or results in significant network congestion, or degradation.

2.3 Abusive Use

3.3.1 We consider your use of our Unlimited Plans to be “abusive” and subject to immediate termination or adjustment if you utilise:

- a) auto-dialling;
- b) continuous, repetitive or extensive call forwarding;
- c) continuous call session connectivity;
- d) telemarketing – including charitable or political solicitation or polling;
- e) any other activity that would be inconsistent with reasonable personal, residential and business use patterns, causes network congestion, or jeopardises the integrity of Resolver Group’s network;
- f) use our Service to: impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated Devices or programs to catalogue, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service.