

Brennan Voice & Data Pty Ltd ACN 083 435 530

Acceptable Use Policy ('AUP')

1. Who does this AUP apply to ?

This AUP applies to anyone who uses our services, and is a condition of your customer contract with us.

2. What does this AUP prohibit ?

Our service must not be used to:

- 2.1. abuse, menace, harass, intimidate or stalk anyone;
- 2.2. break the law or allow another person to break the law;
- 2.3. damage property including intellectual property;
- 2.4. injure anyone;
- 2.5. mislead or deceive anyone including the creation of 'spoof' websites;
- 2.6. facilitate the commission of a tort, or breach of contract;
- 2.7. allow for the misuse of anyone's confidential information;
- 2.8. misuse or allow for the misuse of anyone's personal information, sensitive information or health information, as defined by the *Privacy Act 1988*;
- 2.9. facilitate or engage in any act or omission which is in contravention of the Spam Laws;
- 2.10. deceive, access or manipulate (or allow anyone else to) our billing systems or any part of our network;
- 2.11. interfere with someone else's computer without their permission;
- 2.12. allow a minor to view or access material which is inappropriate (or not classified for minors) for minors including pornography;
- 2.13. send or distribute any virus, worm, trojan or other malicious code;
- 2.14. send alter or create an electronic message (including spoofing) to conceal the true identity of the person from whom it originates;
- 2.15. interfere with the proper operation of a website, newsgroup, forum or chatroom;
- 2.16. use a remote system (such as a mail server or proxy server), without the authorisation of the owner of it, for the transmission of data;
- 2.17. operate a service such as a mail server or proxy server, without proper controls to prevent the use of the service by unauthorised third parties for the transmission of data;
- 2.18. control or contribute to a Denial of Service attack;

- 2.19. send, display or publish material which:
 - 2.19.1. is obscene or offensive;
 - 2.19.2. is defamatory or potentially defamatory;
 - 2.19.3. would contravene anyone's intellectual property rights;
 - 2.19.4. is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification; and

despite anything to the contrary users of our services must not do anything to procure another person to do any of the things prohibited under this AUP.

3. Do additional terms apply to this AUP ?

- 3.1. Minors should not use or access a service unless they:
 - 3.1.1. have the consent of an adult responsible for them; or
 - 3.1.2. they are under the supervision of an adult responsible for them.
- 3.2. The prohibitions in this AUP are in addition to and not instead of those contained in your customer contract.
- 3.3. Our Copyright Policy and any other policy regulating use of our service forms part of this AUP.
- 3.4. We recommend that all users and commercial content providers who use our service review the information provided at www.ija.net.au/guideuser.html, and www.netalert.com.au;
- 3.5. If you use one of our services to provide commercial content, we recommend that you adequately label the content, an example of a labeling system is administered by Internet Content Rating Association (ICRA) www.icra.org.

4. What are the special terms that apply to Spam ?

- 4.1. Definitions in this clause are referred to in clause 5.
- 4.2. Acceptable use in relation to Spam
You may not use the Service to:
 - 4.2.1. send, allow to be sent, or assist in the sending of Spam;
 - 4.2.2. use or distribute any software designed to harvest email addresses; or
 - 4.2.3. otherwise breach Spam Laws.
- 4.3. Our rights to suspend the Service
In addition to, and without prejudice our other rights of suspension, we may suspend our provision of the Service to you in the following events:

4.3.1. if the Service provided to you is being used to host any device or service that allows email to be sent between third parties not under your authority and control; or

4.3.2. if you are in breach of clause 4.2 above;

provided however that we will first make reasonable attempts to contact you and give you the opportunity to address the problem within a reasonable time period. What is reasonable in this context will depend on the severity of the problems being caused by the open service of breach referred to above.

4.4. Customer to minimise risk of breach

You agree to use your best endeavours to secure any device or network within your control against being used in breach of clause 4.2 above by third parties, including where appropriate:

4.4.1. the installation and maintenance of antivirus software;

4.4.2. the installation and maintenance of firewall software; and

4.4.3. the application of operating system and application software and patches and updates.

Our right to suspend your account applies regardless of whether the open service is provided or the breach is committed intentionally, through misconfiguration, or by other means not authorized by you including but not limited to through a Trojan horse or virus.

4.5. Our right to scan for misconfigurations

We may scan any IP address ranges allocated to you for your use with the Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

4.6. Our right to terminate the Service

If the Service is suspended and the grounds upon which it was suspended are not corrected by you within 7 days, we may terminate the Service. If the Service is terminated under this clause, you may apply for a pro rate refund of any pre-paid charges for the Service, but we have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

5. Dictionary

In this AUP, unless the context indicates otherwise:

<u>the expression:</u>	<u>means:</u>
AUP	our Acceptable Use Policy
service	a service or services that we provide

Spam	includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the <i>Spam Act 2003</i> , and derivations of the word "Spam" have corresponding meanings
Spam Laws	the <i>Spam Act 2003</i> , the <i>Spam Regulations 2004</i> , the Internet Industry Spam Code of Practice, and any other statute, regulation, determination, order or industry code that may regulate or apply to Spam from time to time