

Acceptable Use Policy (AUP)

Last Updated 13/12/2016

Effective starting: 15/11/2016

1. Application

This is our AUP and it applies to all of our customers and anyone who uses a product or service we provide.

2. Prohibited Uses

You are prohibited from using any product or service under a Service Agreement to:

- (a) break the law, or to allow another person to break the law;
- (b) abuse, menace, harass, stalk or intimidate anyone;
- (c) damage property;
- (d) injure anyone;
- (e) mislead or deceive;
- (f) facilitate the commission of a tort;
- (g) breach a contract, or assist someone to breach a contract;
- (h) allow for the misuse of anyone's confidential information;
- (i) misuse or allow for the misuse of anyone's personal information, sensitive information or health information, as defined by the Privacy Act 1988;
- (j) facilitate or engage in any act or omission which is in contravention of the Spam Act 2003, the Spam Regulations 2004 or the Internet Industry Spam Code of Practice;
- (k) deceive, access or manipulate (or allow anyone else to) our billing systems or any part of our network;
- (l) interfere with someone else's computer without their permission;
- (m) allow a minor to view or access material which is inappropriate for minors including pornography;
- (n) send or distribute any virus, worm, trojan or other malicious code;
- (o) send alter or create an electronic message (including spoofing) to conceal the true identity of the person from whom it originates;
- (p) interfere with the proper operation of a website, newsgroup, forum or chatroom;
- (q) 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;
- (r) 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;
- (s) probe a remote system (such as a mail server or proxy server), so as to determine the open ports, services or vulnerabilities on it, except as authorised by the owner;
- (t) control or contribute to a Denial of Service attack;
- (u) send, display or publish material which:
 - (i) is obscene or offensive;
 - (ii) is defamatory or potentially defamatory;
 - (iii) would contravene anyone's intellectual property rights;
 - (iv) is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification.

3. Additional Terms

The prohibitions in this AUP are in addition to and not instead of those in a Service Agreement.

4. Spam

(a) Definition

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003, and derivations of the word "Spam" have corresponding meanings.

(b) Acceptable use in relation to Spam

You may not use the product or service to:

- (i) send, allow to be sent, or assist in the sending of Spam;
- (ii) use or distribute any software designed to harvest email addresses; or
- (iii) otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

(c) Our rights to suspend

We may suspend a product or service in addition to, and without prejudice our other rights of suspension, we may suspend our provision of a product or service to you in the following events:

- (i) if the product or 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
- (ii) if you are in breach of clause 4 (b) 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.

(d) Customer to minimise risk of breach

You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 4 (b) above by third parties, including where appropriate:

- (i) the installation and maintenance of anti-virus software;
- (ii) the installation and maintenance of firewall software; and
- (iii) 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.

(e) Our right to scan for misconfigurations

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

(f) Our right to terminate the Service

If the product or service is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate the product or service. In the event the product or service is terminated under this clause, you may apply for a prorated refund of any pre-paid charges for the product or 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. **Primary Business Use**

Where you use our Hosted Service you must not make unreasonable use of resources including disk space.