

Ace Internet Services – Policy for Acceptable Use

IN THIS POLICY:

"You" and "Your" mean the person or entity named during registration for a Service and the person to whom AIS is providing Service.

"AIS" means Ace Internet Services Pty Ltd and its contractors and service providers.

"Service" or "Product" means the services provided to You as set out in a Service Schedule.

Acceptable use - General

1. You must use the Service in a responsible manner, taking into account the effects the use of the Service may have on other customers or the general public.
2. You remain responsible for the security and protection of all logins, user IDs, passwords and all other access codes used to access the service. You must safeguard all logins, user IDs, passwords and all other access codes used to access the service.
3. You must not use another person's name, username, password or otherwise without written permission from the other person.
4. You must not use the Service, or allow anyone else to use the Service:
 - a. for any unlawful, illegal, malicious or improper purpose;
 - b. to knowingly transmit a computer virus or other malicious computer program;
 - c. in any way which interferes with the availability for other users or otherwise interferes in the proper operation of the Service;
 - d. to access another's computer system without permission, or damage another's computer system;
 - e. to infringe other's intellectual property rights, conform to the Copyright Act of 1968;
 - f. to disclose private or confidential information of another;
 - g. to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
 - h. to enable a minor to access material inappropriate for a minor;
 - i. to harass or menace any person;
 - j. to conduct or promote a business that is illegal;
 - k. to breach any laws or infringe any third party's rights (including without limitation, copyright), breach the Telecommunications Act of 1997 or to breach any standards, content requirements or codes promulgated by any relevant authority or industry body; or
 - l. to attempt to do any of the foregoing.
5. You must not pass-off or represent that it is an employee, agent, representative or is otherwise associated with AIS or AIS's suppliers other than to the extent that AIS provides the Service in accordance with this Agreement to you.
6. You must not resell the Service or content provided via the Service.
7. While using the Service, You must not impersonate another person.

Acceptable use - Email

In relation to email, You must not use the Service to:

- a. harass, menace, upset, annoy or inconvenience any person;

- b. send email that hides or obscures the source of the email the End User sends, that contains invalid or forged headers or domain names or deceptive addressing;
- c. receive responses from bulk unsolicited email where the original was distributed by You, even if not via the Service;
- d. send large or numerous emails with the purpose of disrupting another's computer or account;
- e. send email that may damage or affect the performance of the email recipient's computer; or
- f. persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person.

Spam

1. 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.

2. Acceptable use in relation to Spam you may not use the Service to:

- a. send, allow to be sent, or assist in the sending of Spam;
- b. use or distribute any software designed to harvest email addresses; or
- c. otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

3. Our rights to suspend the Service

We may suspend our provision of the Service to you in the following events:

- a. 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
- b. if you are in breach of clause 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 or breach referred to above.

4. 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 2 above by third parties, including where appropriate:

- a. the installation and maintenance of antivirus software;
- b. the installation and maintenance of firewall hardware and/or software; and
- c. the application of operating system and application software 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 authorised by you including but not limited to through a Trojan horse or virus.

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.

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 seven days, we may terminate the Service. In the event the Service is terminated under this clause we will consider it a breach of the agreement.

7. You have the right to report Spam to AIS or the ACMA and can find information relating to the Industry Spam Code of Practice from the ACMA web site at: <http://www.acma.gov.au>

8. To report SPAM to AIS, you must forward the Spam message to abuse@acenet.com.au. This is an automated system to assist in the control of reports. If you are not satisfied with the response you can raise a formal complaint by writing to: Customer Care, Ace Internet Services Pty Ltd, Locked Bag 4000, Bowral 2576.

Email Security

If you choose or are provided with an email security service you agree with, accept and will abide by the following:

About email filtering generally:

1. Email security involves using automated processes to attempt to identify undesirable email, filter them, and divert this email ("quarantine") so that it does not arrive in a user's email inbox.
2. At AIS, we keep a "quarantined" item for up to 14 days □ this period is user-configurable (the default retention time is 7 days). The item will be deleted after the specified time. It is your responsibility to check quarantined items regularly to make sure that any items you want to keep are not deleted. Any quarantined items stored by AIS may still count towards any size limit or quota imposed on your email service.
3. Email filtering involves software making a decision about whether or not an item of emails undesirable. Because this decision is made automatically by software and is not reviewed by AIS, email filtering will from time to time result in:
 - a. undesirable content being permitted;
 - b. and content that is not undesirable being quarantined.
4. The filtering services offered by AIS apply to incoming emails only. There are many other ways that undesirable content could reach your computer, including through web browsing, chat, instant messenger applications, Internet denial-of-service attacks, physical access to your computer and sharing of disks or other media. AIS recommends that you take reasonable precautions to protect your computer and data, including:
 - a. operating a firewall to filter Internet traffic;
 - b. running and regularly updating anti-virus, anti-spam and anti-spyware software; and
 - c. taking sensible precautions with passwords, credit card numbers, and physical access to your hardware.

About anti-virus filtering

Anti-virus filtering scans incoming emails for computer code that could be harmful to your computer or to other users (including viruses, Trojans and worms) and diverts such emails to a quarantine folder stored by AIS.

Although AIS will take reasonable steps to regularly update the anti-virus software used, AIS cannot promise that the anti-virus filtering tool will quarantine all harmful content.

You should still take precautions with the content of emails you receive, including the following:

- a. running security software; and
- b. not opening attachments from sources unless certain of the identity and reliability of the sender.

About anti-spam filtering

Anti-spam filtering scans incoming emails for messages that may be unsolicited advertising, based on the content of the message (including any information included in the email header).

Depending on how the anti-spam filtering is configured, the number of emails that are identified as spam can be reduced or increased (with a corresponding change in the number of emails incorrectly identified as spam).

Although AIS will take reasonable steps to regularly update the anti-spam software used, AIS cannot promise that the anti-spam filtering tool will quarantine all unwanted emails, or that emails that are not spam will never be quarantined.

You should still take precautions to reduce the amount of spam you receive, including the following:

- a. avoid publishing your email address on newsgroups or websites;
- b. avoid responding to unsolicited emails.

Liability

To the extent permitted by law, you hereby indemnify AIS against any losses, costs or expenses (including legal costs) resulting from:

- a. a claim that an email which contains undesirable content has not been quarantined;
- b. a claim that an email which does not contain undesirable content has been quarantined; or
- c. your failure to comply with any recommendations or obligations set out in this part.

You acknowledge that the email filtering services provided by AIS are not intended for, and are not capable of, filtering out all undesirable content.

Acceptable use - Authorised Persons

- 8. You must not permit any person (other than persons over the age of 18 years with Your express permission) to use the Service. Any such use by others must comply with this Policy.

Your Responsibilities

- 9. You are responsible at Your own cost for:
 - a. obtaining, setting-up and configuring all computer and other hardware and software required in order to be able to use the Service; and
 - b. any telephone connection and any telephone calls and associated call charges to the Service Provider's dial in number required in order to be able to use the Service; and
 - c. all information, documents and materials which You retrieve, download, transmit, upload or store by means of the Service, including the cost of purchasing the right to use any intellectual property; and

- d. taking all measures necessary to protect the security of Your computer and other hardware and software and all information, documents and materials stored using that hardware and software or transmitted using the Service, including keeping Your user ID and password confidential, changing the password regularly and using firewall, data encryption and other software and hardware to prevent access or damage.
- 10. You accept responsibility for any use or misuse of Your account by another party, whether You are aware or unaware of this use.
 - 11. You accept that the Internet is generally not a secure technology and that it is possible for other people to obtain access to information, documents and materials transmitted over the Internet.
 - 12. You accept AIS has no responsibility to provide training in the use of the service.

Monitoring and Controls

AIS may in addition to any other rights it may have and without incurring any liability and complying with our Policy for the Protection of Privacy:

- a. monitor or investigate Your Account and Your usage of the Service to confirm compliance with the requirements of Your Agreement (including the Acceptable Use Policy) or investigate possible incidents of hacking, breaches of security or unauthorised access; and
- b. suspend or terminate the provision of Service to You if AIS determines that you have not complied with the requirements of the Agreement (including the Acceptable Use Policy).

Privacy

- 13. AIS takes your privacy seriously and a comprehensive policy exists. Please refer to AIS's Policy for the Protection of Privacy for full details.

Amendment of Policy

- 14. AIS may amend this Acceptable Use Policy at any time by providing 14 days notice to You. For this purpose, notice shall be given to all customers by email and posting of an announcement on the AIS Web homepage www.ace.com.au.