

## iiNet Acceptable Use Policy

Please read this document carefully before accessing the network and systems of iiNet Limited (“iiNet”). By using any iiNet service (“Services”) you agree to comply with the terms of this Acceptable Use Policy (“Policy”).

### 1. Purpose

This Policy sets out the rules which apply to use of our Services, including your responsibilities, and permitted and prohibited uses of those Services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

### 2. Application

This Policy applies to all customers who acquire Services from us. Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use Services you acquire from us (“your Services”) also complies with this Policy.

Your failure to comply with this Policy (including by any person who you allow to use your Service) may lead to the suspension or termination of your Service.

### 3. Responsible Use

You are responsible for your actions on our telecommunications network (“Network”) and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Service to be used to:

- (a) store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;
- (b) store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- (c) do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- (d) do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
- (e) do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;

- (f) forge header information, email source address or other user information;
- (g) access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- (h) compromise the security or integrity of any network or system including our Network;
- (i) access, download, store, send or distribute any viruses or other harmful programs or material;
- (j) send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in section 5, or overload any network or system including our Network and systems;
- (k) use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
- (l) tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- (m) authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

#### 4. Unreasonable Use

Without limiting section 3 above, it is "Unreasonable Use" of a Service if your use of the Service is reasonably considered by iiNet to:

- (a) be fraudulent;
- (b) involve a non-ordinary use;
- (c) deliberately cause significant network congestion, disruption or otherwise adversely affect the iiNet Network or a supplier's network, other than by means of ordinary use; or
- (d) adversely affect another person's use of or access to the Services, the iiNet Network or a supplier's network.

Without limitation:

- (a) fraudulent use includes resupplying or reselling a Service without iiNet's written consent so that someone else may access, use or commercially exploit a Service;
- (b) non-ordinary use includes circumstances where you make or receive calls and/or make use of the internet and Services on our Network in any non-ordinary manner without obtaining our written consent first, which consent we may give or withhold, or make subject to conditions, in our discretion. Use in a non-ordinary manner includes:
  - (i) in the case of fixed line Services:
    - (A) usage for running a telemarketing business or call centre; and
    - (B) usage with handsets, auto-dialler devices or software or other equipment that have not been approved by Us for use on our Network;

- (ii) in the case of mobile Services (if offered), any use of a SIM in a SIM box, GSM gateway or any device that is used to automatically re-route calls;
- (iii) in the case of any Service:
  - (A) usage to menace, harass or injure any person or damage anything;
  - (B) usage in connection with an infringement or committing an offence against any law, standard or code; or
- (iv) any other activity which would not be reasonably regarded as ordinary use in relation to this Policy.

## 5. Spam

In this Policy, "Spam" includes one or more unsolicited commercial electronic messages to which the Spam Act 2003 applies, and derivations of the word "Spam" have corresponding meanings.

### 5.1 Codes of Practice

The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers, such as iiNet, and email service providers must address the sources of Spam within their own networks. They also requires internet service providers and email service providers to give end-users information about how to deal with Spam, and informed choice about their filtering options.

### 5.2 Reducing Spam

You can reduce the amount of Spam you receive if you:

- do not open emails from dubious sources;
- do not reply to Spam or click on links, including 'unsubscribe' facilities, in Spam;
- do not accept Spam-advertised offers;
- block incoming mail from known Spammers;
- do not post your email address on publicly available sites or directories. If you must do so, look for options, such as tick boxes, that allow you to opt out of receiving further offers or information.;
- do not disclose your personal information to any online organisation unless they agree (in their terms and conditions or privacy policy) not to pass your information on to other parties;
- use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;
- install a Spam filter on your computer to filter or block Spam. We strongly recommend that you install a Spam filter on your computer, even if you receive a Spam filtering service from iiNet. Information on the availability of anti-Spam software for end-users is available at the Communications Alliance website.
- report any Spam you receive to iiNet or the ACMA (see "Complaints" below); and

- visit the [ACMA website](#) or 'Fight SPAM on the Internet' website for more information on ways to reduce the volume of Spam you receive, including how to:
- reduce Spam if you operate a website; and
- avoid becoming an accidental Spammer.

### **5.3 Loss of legitimate email**

Filtering services are an effective means of reducing the amount of Spam you receive. However, they will not eliminate all Spam and there is a risk that legitimate email might occasionally be incorrectly classified as Spam and therefore lost.

### **5.4 Your Spam Obligations**

You agree that you will use your Service in compliance with the Spam Act 2003 and will not engage in practices which would result in a breach of the Act. In particular, you agree that you will not use, attempt to use or allow your Service to be used to:

- send, allow to be sent, or assist in the sending of Spam;
- use or distribute any software designed to harvest email addresses;
- host any device or service that allows email to be sent between third parties not under your authority or control; or
- otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth, (your "Spam Obligations").

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

- the installation and maintenance of antivirus software;
- the installation and maintenance of firewall software; and
- the application of operating system and application software patches and updates.

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

## **6. Excessive use**

You must use your Service in accordance with any download, capacity or usage limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

## **7. Security**

You are responsible for maintaining the security of your Service, including protection of account details, passwords and protection against unauthorized usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use up to date anti-virus software. You are responsible for all charges incurred by other persons who you allow to use your Service, including anyone to whom you have disclosed your password and account details.

## 8. Copyright

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download and copy, store, send or distribute using your Service.

You must not use your Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 1968 (Cth) or any other applicable laws.

You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights of any person.

## 9. Content

You are responsible for determining the content and information you choose to access on the Internet when using your Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the by children or minors who you allow to use your Service. You may obtain further information on content filtering products at the Communications Alliance website.

You must not use or attempt to use your Service to make inappropriate contact with children or minors who are not otherwise known to you.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Service without notice. If we have reason to believe you have used your Service to access child

pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

## 10. Regulatory Authorities

You must label or clearly identify any content you generally make available using your Service in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the Classification (Publications, Films and Computer Games) Act 1995 (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation allows the ACMA to direct us to remove from our Network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We also co-operate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. iiNet may take these steps at any time without notice to you.

You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge that iiNet reserves the right to limit, suspend or terminate your Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Service is subject to any investigation by law enforcement or regulatory authorities.

## 11. Complaints

### 11.1 Complaints about content

If you have a complaint about content accessible using your Service you may contact the ACMA by filling out an online complaint form at [acma.gov.au](http://acma.gov.au), emailing [online@acma.gov.au](mailto:online@acma.gov.au) or faxing your complaint to the ACMA Content Assessment Hotline Manager on (02) 9334 7799. Please note that all complaints to ACMA must be in writing. You may also report a complaint about content by emailing us at [support@iinet.net.au](mailto:support@iinet.net.au).

### 11.2 Complaints about Spam

All internet and email service providers are required by the Internet Industry Code of Practice to maintain an "abuse@" email address (or other email address as notified by the service provider) to allow end users to report Spam. If you think you have been sent Spam by a iiNet subscriber, you may report it by emailing that service provider at their "abuse@" email address or other email address as notified by the service provider for that purpose.

You can report or make a complaint about Spam you have received by contacting the ACMA by filling out an online complaint form at [acma.gov.au](http://acma.gov.au) or via the ACMA Spam Reporting System SpamMatters.

You may also make complaints to other bodies about Spam where the content is in some other way offensive or contrary to law. For example, you may complain to the ACMA about Spam that contains content you believe is offensive or relates to online gambling.

You can report a Spam message that contains fraudulent or misleading and deceptive content (for example, email scams) to the Australian Competition and Consumer Commission (ACCC) via the ACCC website by phoning 1300 302 502 (business hours, Monday to Friday).

The Australian Securities and Investment Commission (ASIC) also deals with certain complaints about the contents of Spam messages, particularly with regard to fraudulent conduct by Australian businesses. The ASIC website outlines the types of complaints they deal with, and has an online complaint form: [www.asic.gov.au](http://www.asic.gov.au).

If you are concerned that your personal information has been misused to send you Spam, the Federal Privacy Commissioner recommends that you complain to the organisation first, especially if you know how to contact it and have had dealings with it in the past about other goods or services. If the matter is not resolved adequately, you can visit the Federal Privacy Commissioner's website for details on how to make a complaint.

## 12. Changes

iiNet may vary this Policy by giving you notice by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with us. Your continued use of your Service after such notice will constitute acceptance of the variation.