

Schedule 4: ISP Copyright Infringement Policies and Terms of Use

Telstra	Anything on copyright?	Yes
	General copyright page?	Yes, <i>Copyright & Trade Mark Matters</i>
	Copyright page addresses regulations and including designated representative contact details?	Yes
	Copyright infringement or repeat infringer policy?	<p>No separate policy.</p> <p><i>Our Customer Terms: General Terms for Consumer Customers:</i> Clauses 8.3-8.8 - Rights to cancel or suspend service including for breach of material terms such as if use is illegal or likely to be found illegal.</p> <p><i>Our Customer Terms: BigPond service section, Part A - General Terms for BigPond services:</i> Clause 2.4 - What you cannot use the service for, including to breach customer terms or the law; Clause 7.7 - Right to terminate or suspend service including for breach of terms including acceptable use terms</p>
Optus	Anything on copyright?	Yes
	General copyright page?	Yes, <i>Internet Safety: Content Regulations</i>
	Copyright page addresses regulations and including designated representative contact details?	Yes, addresses copyright regulations and sets provides designated representative contact details
	Copyright infringement or repeat infringer policy?	<p>No separate policy.</p> <p><i>Optus Internet Acceptable Use Policy:</i> Clause 3(a)(ii) - Illegal activity re copyright/intellectual property; Clause 6(f) - Content publishing re copyright; Clause 9 - Automated applications re P2P file sharing applications; and Clause 10 - Violation of policy and suspension/cancellation of service</p> <p><i>Consumer Terms:</i> Clause 5.3 - Permitted uses of the service, requires consumer to comply with all laws, and all notices issued by authorisation of or under law (for</p>

		<p>example, under the Copyright Act). Service must not be used to break any law or infringe another person rights, including copyright. Breach of 5.3 may entitle Optus to cancel or suspend the service under 11.3 or 12.1;</p> <p>Clauses 11.3(a)(v) or (vi) and 12.1(a)(vii) or (viii) re right to cancel or suspend service; and</p> <p>Clause 15.2(c) - intellectual property protections - consumer must not infringe any person's intellectual property rights. Optus may suspend the service under 12.1 or cancel the service under 11.3 for breach of this clause.</p>
TPG	Anything on copyright?	No
	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	No
	Copyright infringement or repeat infringer policy?	<p><i>Standard Terms & Conditions:</i></p> <p>Clauses 7.6-7.15 - Use of service only for approved purposes, must not be used in illegal manner, must obey all laws an regulations, etc, and suspension/disconnection rights including for breach of any law; and</p> <p>Clause 12.2(g) - Suspension/disconnection of service including for failure to comply with an important term or condition or where service used to commit unlawful activity.</p>
AAPT	Anything on copyright?	Yes
	General copyright page?	Yes, <i>Regulatory compliance</i>
	Copyright page addresses regulations and including designated representative contact details?	Page lists designated representative and states that its is AAPT's policy to terminate, in appropriate circumstances, the services of any customer who is found to have infringed third party intellectual property rights. An appropriate circumstance may include formal notification to AAPT of a decision of a recognised Australian court or tribunal that a customer has used their AAPT service to do an act that has infringed the intellectual property rights of another person.
	Copyright infringement or repeat infringer	No policy document but see above regarding notice on Regulatory

	policy?	<p>Compliance page.</p> <p><i>Internet Acceptable Use Policy:</i></p> <p>Clause 3.2 - Responsible usage and agreement by consumer not to use the service to store, send or distribute copyright material unless they have a lawful right to do so;</p> <p>Clause 7 - Consumer must ensure they do not infringe intellectual property rights. AAPT has the right to immediately cease hosting and to remove from its network or system any content upon receiving a complaint or allegation that the material infringes copyright or another other IP rights of any person; and</p> <p>Clause 11 - AAPT has the right to suspend or terminate for breach of this policy but must first take reasonable steps to contact the customer and give the opportunity to rectify the breach within a reasonable period unless a serious breach in which case it may be reasonable to terminate immediately without notice.</p> <p><i>Standard Form of Agreement</i></p> <p>Your obligations: must not use the service to breach copyright;</p> <p>Clause 30 - Consumer must not use the service to breach any law or regulation and must not infringe any person's intellectual property rights; and</p> <p>Clause 31 - AAPT may suspend or terminate the service for material breach of ig service beign used for illegal conduct. AAPT will attempt to give notice of suspension or termination.</p>
Internode	Anything on copyright?	Yes
	General copyright page?	Designated representative page.
	Copyright page addresses regulations and including designated representative contact details?	Page refers only to designated representative under copyright Regulations.
	Copyright infringement or repeat infringer policy?	<p>No</p> <p><i>Standard Form of Agreement:</i></p> <p>Clause 15.1 - suspension if reasonably consider or believe or receive allegations of material breach;</p> <p>Clause 16.1 - termination for material breach.</p>

		<p><i>Acceptable Use Policy:</i></p> <p>Clause 1 - must not use the service for any illegal activity;</p> <p>Clause 6 - must not use the service to reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any material that infringes copyright or other intellectual property rights.</p>
Dodo	Anything on copyright?	Yes, only in terms and conditions
	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	No
	Copyright infringement or repeat infringer policy?	<p>No</p> <p><i>Dodo Acceptable Use Policy:</i></p> <p>Clause 4.1 - must comply with all laws, and notices issued by authorisation of or under law for example under the Copyright Act.</p> <p>Clause 4.2 - must not use service to break any laws or infringe someone's copyright;</p> <p>Clause 4.3(a) - Dodo may take steps to ensure compliance with 4.2; and</p> <p>Clause 6 - Dodo may suspend or terminate the service for breach.</p> <p><i>Standard form of Agreement:</i></p> <p>Internet Service Terms & Conditions, Clause 2: You must not use the service for illegal activity or reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any material that would infringe intellectual property rights; and</p> <p>Clauses 10.11 and 10.14 - Cancelling or suspending service for material breach.</p>
Unwired	Anything on copyright?	Yes, only in terms and conditions
	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	No
	Copyright infringement or repeat infringer policy?	<p>No</p> <p><i>Acceptable Use Policy:</i></p> <p>What you cannot use the service to break any law including copyright law or to interfere with other people's rights</p>

		<p>including intellectual property rights..</p> <p><i>Prepaid Broadband Terms & Conditions:</i></p> <p>Clause 13 - “You should be aware that certain activities will substantially contribute to your monthly quota, including downloading video files, applications software, MP3 files and data sharing software such as Kazaa and Gnutella ...”</p> <p>Clause 17 - Must not use the service to publish or make available any material which is illegal.</p> <p>Clause 22 - May terminate service for breach of terms.</p>
aaNet	Anything on copyright?	Yes, only in terms and conditions
	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	No
	Copyright infringement or repeat infringer policy?	<p>No</p> <p><i>Acceptable Use Policy:</i></p> <p>Clauses 5.5-5.7 - Not breach someone else’s copyright; and</p> <p>Clause 7.2 - aaNet may terminate, restrict or suspend the service if it reasonably believes that the customer has breached the agreement, including the acceptable use policy or general terms and conditions.</p> <p><i>Standard Form of Agreement:</i></p> <p>Clause 5 - Must not send, receive or store illegal material, must not breach someone else’s copyright or other intellectual property rights; and</p> <p>Clause 7 - aaNet may terminate, restrict or suspend the service if they reasonably believe the consumer has breached the agreement and may temporarily or permanently remove suspected illegal material from the network without notice.</p>
Virgin Broadband	Anything on copyright?	Yes, only terms and conditions
	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	Yes, published in Acceptable Use Policy
	Copyright infringement or repeat infringer	No specific document, but see clause 7 of

	policy?	<p>AUP.</p> <p><i>Acceptable Use Policy:</i></p> <p>Clause 4 - must not use the service for any activity that breaches any law or regulation. Prohibited activities including posting, disseminating or in some cases accessing content which is illegal including content that violates the copyright or other intellectual property rights of others.</p> <p>Clause 7 - Virgin reserves the right to block access to, remove, or refuse to post content that is unlawful including material that violates intellectual property rights. Commonwealth legislation allows copyright owners or agents to direct Virgin to remove copyright material from its servers or prevent users from accessing copyright material. Virgin may take necessary steps to ensure compliance with notification from a copyright owner or agent including removing any content from its servers, closing or suspending the Virgin Broadband account, filtering the content made available to the customer or restricting access to a particular site. These steps can be taken at any time and without notice.</p> <p><i>General Terms:</i></p> <p>Clause 5.3 - permitted uses of service, must comply with all laws and all notices issued by authorisation of or under law for example under the Copyright Act; must not use the service to break any law or infringe another persons' rights including copyright;</p> <p>Clause 6.1 - must ensure that all equipment complies with alls and all notices issued by authorisation of or under law for example under the Copyright Act.</p> <p>Clause 11.3 - cancellation of service for breach;</p> <p>Clause 12.1 - suspension of service for breach; and</p> <p>Clause 15.2(c) - must not infringe any persons intellectual property rights, Virgin may suspend or cancel service for such breach,</p>
Spin	Anything on copyright?	Yes, only in terms and conditions

	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	No
	Copyright infringement or repeat infringer policy?	No <i>Terms & Conditions:</i> Clauses 11.3 and 11.4 - termination or suspension for breach of terms; and Clause 21.1 - Customer must not to engage in activities that are illegal or infringe intellectual property rights. <i>Acceptable Use Policy</i> Clause 1 - must not use Spin services to store or distribute copyright software or other material. Spin reserves right to remove any data that violates this condition.
3	Anything on copyright?	Yes, only terms and conditions
	General copyright page?	No
	Copyright page addresses regulations and including designated representative contact details?	No
	Copyright infringement or repeat infringer policy?	No <i>Customer Terms for Services</i> Clause 6.16(b) - must not use service for illegal or improper uses, including breaching copyright; Clause 9.1(e) - suspected illegal conduct may result in suspension; and Clause 10.2(b)(iii) - suspected illegal conduct may result in termination.