



## INTERNET ACCEPTABLE USE POLICY

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**UPON USING OUR INTERNET SERVICES YOU AGREE TO COMPLY WITH THE TERMS OF OUR ACCEPTABLE USE POLICY.**

### **1. Purpose of Policy**

This Internet Acceptable Use Policy ("Policy") sets out the rules which apply to the use of our internet connection services ("Internet Services"), including your responsibilities, and permitted and prohibited uses of those services.

### **2. Policy Application**

This Policy applies to all customers who subscribe to our Internet Services. Your obligation to comply with this Policy also includes an obligation to ensure any person utilising your Internet connection also complies with this Policy.

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

### **3. Usage Limits**

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. You cannot manipulate or bypass content usage limits by any means including connecting multiple modems to the Internet Service.

### **4. Usage Responsibilities**

You are responsible for your actions on our network and systems you access through your Internet Service. You agree that you will not use, attempt to use or allow your Internet Service to be used to:

- 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;
- 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;
- 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;
- make inappropriate contact with children or minors who are not otherwise known to you.
- 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;

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- 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;
- engage in any misleading or deceptive business or marketing practice;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority
- attempt to probe, scan or test the vulnerability of any data, system or network;
- compromise the security or integrity of any network or system including our Network;
- access, download, store, send or distribute any viruses or other harmful programs or material;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
- resell the Internet Service to other users or provide users with the Customer's username and password;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

## **5. Spam**

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.

You may not use the service to

- send or distribute unsolicited advertising, bulk electronic messages or spam or overload any network or system including our Network and systems;
- distribute any software designed to harvest email addresses; or
- otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

## **6. 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 clauses 4 and 5 above 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 the service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

## **7. Loss of Legitimate Email**

We offer AntiSpam and Virus filtering services and software to customers. These 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.

## **8. Security**

You are responsible for maintaining the security of your Internet 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 Internet Service, including anyone to whom you have disclosed your password and account details.

## **9. 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 from the Internet and copy, store, send or distribute using your Internet Service.

You must not use your Internet Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material 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.

## **10. Content in Personal Web Space**

You acknowledge that we will remove content in a personal web space that does not comply with the rules of the Internet Industry Association. This may include content which is or would be classified R, RC or X by the Classifications Board.

## **11. Regulatory Obligations of Service Providers**

If we have reason to believe you have used your Internet Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

Commonwealth legislation allows the Australian Communications and Media Authority ("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. CipherTel 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.

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## **12. Our Right to Suspend the Service**

We may suspend the Service to you without notice if you are in breach of the provisions of this policy. We will however first make reasonable attempts to contact you and give you opportunity to address the problem.

Our right to suspend the Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by the customer, including, but not limited to, through a Trojan horse or Virus. Bankruptcy or Liquidation are also grounds for suspension and termination of Services.

## **13. 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 you may apply for a pro rata refund of any prepaid charges for the service, but we will have the right to levy all contract charges and any reasonable fee for costs incurred as a result of the conduct that resulted in the suspension or termination.

## **14. Policy Variations**

We may vary this Policy by posting the revised Policy on [ciphertel.com](http://ciphertel.com) or [gateway.net.au](http://gateway.net.au). We may also give notice to you of any variation to this Policy 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 Internet Service after such posting or notice will constitute acceptance of the variation.