



# Acceptable Fair Use Policy

(Residential and Small Business Customers)

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# Internet Acceptable Use Policy

Please read this document carefully before accessing our network and systems. By using any of our Services, you agree to comply with the terms of our acceptable use policy.

## Purpose

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

Following this Policy means you and others can keep making the most of our Services in a lawful, fair and reasonable way.

## Application

This Policy applies to all customers who acquire Services from us. Your obligation to comply with this Policy includes making sure every person who you let use your Service complies with this Policy too.

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

## Responsible Usage

You're responsible for your actions on our telecommunications network ("Network") and any systems you access through your Service. If you or another person use your Service recklessly or irresponsibly, or your or another person's actions endanger any person or the integrity or security of our Network, systems or equipment, your access or agreement may be restricted, suspended or terminated without prior notice and any prohibited or offensive material may be deleted or have access limitations placed upon it.

In particular, you agree that you won't use, attempt to use, or allow your 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 including child sexual exploitation material, pro-terror material, extreme crime and violence material or non extreme crime and violence material and prohibited drug related material;
- 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;
- 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;
- do anything else that's 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;
- 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;
- 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 or attempt to probe, scan or test the vulnerability of any data, system or network, without authority;
- compromise the security or integrity of any network or system (including ours);
- access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out [here](#). – or overload any network or system (including ours);
- use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system;
- host or assist in the hosting of a Tor relay and/or exit node; or

- authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

## Spam

In this Policy, "Spam" means one or more unsolicited commercial electronic messages to which the *Spam Act 2003* (Cth) ("Spam Act") applies. Any variations of the word "Spam" have the same meanings. Spam can take the form of emails, mobile phone text messages (SMS), multimedia messages (MMS) and instant messages (IM).

## Codes of Practice

The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how Service providers (like us) and email service providers must address the sources of Spam within their own networks. They also require Service providers and email service providers to give end-users information about how to deal with Spam – so they can make an informed choice about their filtering options.

## Suspension or Termination

This Policy prohibits you from using your Service to send or assist in sending Spam. If you breach this prohibition, we may suspend or terminate your Service. The circumstances in which we may do so are set out below. Sending or assisting in sending Spam can also be a breach of the Spam Act rendering businesses and individuals subject to penalties.

## Reducing Spam

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

- don't open emails from dubious sources;
- don't reply to Spam or click on links, including 'unsubscribe' facilities, in Spam;
- don't accept Spam-advertised offers;
- block incoming mail from known Spammers;
- don't post your email address on publicly available sites or directories. If you need to do so, look for options like tick boxes that allow you to opt out of receiving further offers or information;
- don't 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'd recommend doing this even if you receive a Spam filtering service from us. You can find out more about what anti-Spam software is available for end-users at the Internet Industry Association ("IIA") website;
- report any Spam you receive to us or to ACMA (see "Complaints" below); and
- visit the ACMA website (<http://www.acma.gov.au/Industry/Marketers/Anti-Spam>) 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.

## Your Spam Obligations

You agree that you'll use your Service in compliance with the Spam Act – and won't engage in practices which would result in a breach of the Spam Act. In particular, you agree that you won't 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 or the *Spam Regulations 2004* (Cth) (your "Spam Obligations").

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

- installing and maintaining antivirus software;
- installing and maintaining firewall software; and
- applying operating system and application software patches and updates

We may scan any IP address ranges allocated for use with your Service to detect any open or otherwise misconfigured mail and proxy servers. If we detect an open or misconfigured mail or proxy servers, we may suspend or terminate your Service.

## Excessive Use

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

## Security

You're responsible for maintaining the security of your Service – including protecting your account details and passwords, as well as any unauthorised usage of your Service by a third party. We recommend that you take appropriate security measures, like installing a firewall and using up to date anti-virus software. You're responsible for all charges incurred by other persons who you let use your Service – including anyone you've disclosed your password and account details to.

## Copyright

It's your responsibility to make sure that you don't infringe the intellectual property rights of any person through material that you access or download from the Internet and copy, store, send or distribute using your Service.

You can't 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 relating to that 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 that we've received a complaint or allegation about for infringing copyright or any other intellectual property rights of any person.

## Content

You're responsible for determining the content and information you choose to access on the internet when using your Service.

It's 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 Internet by children or minors who you allow to use your Service. You can find out more about content filtering products at the IIA website.

You mustn't use, or attempt to use, your Service to make inappropriate contact with children or minors.

You're 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 mustn't use our 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.

Failing to comply with these requirements may lead to your Service being immediately suspended or terminated without notice. If we have reason to believe you've used your Service to access child pornography or child abuse material, we're required by law to refer the matter to the Australian Federal Police.

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

You can't hinder or prevent us from taking all the necessary steps to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge we reserve 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.

## Complaints about content

If you have a complaint about content accessible using your Service you can contact 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 via email.

## 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) so that end users can report Spam. If you think you've been sent Spam by one of our subscribers, please contact us by emailing [abuse@ecomms.com.au](mailto:abuse@ecomms.com.au). If you think you have been sent Spam by a subscriber of another internet or email service provider, you can 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've received by contacting ACMA by filling out an online complaint form at [acma.gov.au](http://acma.gov.au) or via the ACMA Spam Reporting System Spam Matters.

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 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) (click on 'Complaining About Companies or People').

If you're concerned that your personal information has been misused to send you Spam, the Office of the Australian Information Commissioner ("OAIC") 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 OAIC's website for details on how to make a complaint.

## Suspension or Termination

We reserve the right to suspend your Service if you're in breach of this Policy, as long as we first take reasonable steps to contact you and give you the opportunity to rectify that breach within a reasonable period. What is reasonable in this context will depend on the severity of the problems being caused by the

breach (for example, if you commit a serious or continuing breach, it may be reasonable to immediately suspend your Service without notice to you).

If we notify you of a breach of your Spam Obligations, we will, at your request and to the extent we are reasonably able, give you information about open relays and suggested resolutions to help you to comply with your Spam Obligations.

Our right to suspend your Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you – like a Trojan horse or virus.

If your Service is suspended and the grounds upon which it was suspended aren't corrected by you within seven days, we may terminate your Service. If this happens you can apply for a pro rata refund of any pre-paid charges for your Service – but we'll have the right to charge a reasonable fee for any costs incurred as a result of the conduct that led to the suspension.

## **Changes**

We may vary this Policy by updating these conditions on our website or elsewhere in accordance with the notice provisions of your service agreement with us. Continuing to use your Service after this notice will constitute your acceptance of the changes.