

IntraPower Terrestrial Pty Ltd
Customer Terms & Conditions
Acceptable Use Policy

IntraPower Terrestrial Pty Ltd: Acceptable Use Policy

1. Who does this AUP apply to?

- a. This AUP applies to all of our customers and anyone who uses a service we provide.
- b. We reserve the right to vary this policy from time to time, and to depart from it in particular cases if we consider it appropriate to do so. In particular, we may terminate an account without notice if we consider that the circumstances justify termination.

2. General Principles

- a. IntraPower is not responsible for the content of user-originated traffic;
- b. We exercise no direct supervision or control whatsoever over the content of the information passing through our network;
- c. We do not assume any responsibility for information not sent or authorised by us;
- d. The responsibility for traffic that does not conform with this Policy and all possible consequences lie with the sender of the traffic;
- e. You are responsible for use of your account. If you permit others to use our service, you are responsible for making users of the service aware of this Policy and obtaining compliance of your users with this Policy.
- f. You are responsible for complying with conditions of use of other networks. If we provide you with access to a network outside our service you must comply with any acceptable use conditions which apply to that network.

3. Acceptable Uses

You must

- a. use our service in a manner which does not violate any applicable laws or regulations;
- b. respect the conventions of the newsgroups, lists and networks that you use;
- c. respect the legal protection afforded by copyright, trade marks, license rights and other laws to materials accessible via our service;
- d. respect the privacy of others;
- e. use the service in a manner which does not interfere with or disrupt other network users, services or equipment;
- f. refrain from acts that waste resources or prevent other users from receiving the full benefit of our services; and
- g. ensure that your use of our services is ethical and in accordance with accepted community standards.

4. Prohibited Uses

You are prohibited from using a service we provide, to;

- a. break the law, or to allow another person to break the law;
- b. abuse, menace, harass, stalk or intimidate anyone;
- c. damage the property or damage, modify or destroy the files, data, passwords, devices or resources of IntraPower, other users or third parties;
- d. injure anyone;
- e. mislead, deceive or engage in fraudulent activity;
- f. breach a contract, or assist someone to breach a contract;
- g. resell any of our services under any circumstances;
- h. use our service to solicit subscribers to become subscribers of other competitive information services;
- i. allow for the misuse of anyone's confidential information;
- j. misuse or allow for the misuse of anyone's personal information, sensitive information or health information, as defined by the Privacy Act 1988;
- k. facilitate or engage in any act or omission which is in contravention of the Spam Act 2003, the Spam Regulations 2004 or the Internet Industry Spam Code of Practice;
- l. deceive, access or manipulate (or allow anyone else to) our billing systems or any part of our network;

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- m. interfere with someone else's computer without their permission;
- n. store, use or distribute any software in a way which breaches its licence terms;
- o. contravene copyright or other intellectual property rights;
- p. allow a minor to view or access material which is inappropriate for minors including pornography;
- q. send or distribute any virus, worm, or other malicious code;
- r. send alter or create an electronic message (including spoofing) to conceal the true identity of the person from whom it originates;
- s. interfere with the proper operation of a website;
- t. gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet or wireless networks;
- u. make an unauthorised transmission of confidential information or material protected by trade secrets;
- v. use a remote system such as a mail server or proxy server, without the authorisation of the owner of it, for the transmission of data;
- w. operate a service such as a mail server or proxy server, without proper controls to prevent the use of the service by unauthorised third parties for the transmission of data;
- x. probe a remote system such as a mail server or proxy server, so as to determine the open ports, services or vulnerabilities on it, except as authorised by the owner;
- y. make transmissions of any type or quantity which adversely affect our operation or jeopardise the use of our Service, or its performance for other subscribers;
- z. control or contribute to a Denial of Service attack;
- aa. send, display or publish material which:
 - I. is threatening, obscene or offensive;
 - II. is defamatory or potentially defamatory;
 - III. would contravene anyone's intellectual property rights;
 - IV. is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification.

5. Copyright

- a. Our contract conditions oblige every customer not to use our facilities for unlawful purposes, including copyright contravention.
- b. You are deemed to have contravened copyright conditions if a third party asserts that your account has been used to commit copyright contravention or there is good evidence that your account has been used to commit copyright contravention.
- c. 'Good evidence' of contravention includes:
 - I. A court ruling.
 - II. A statutory declaration (or equivalent) by a third party.
 - III. Any other notice, demand or evidence that the law entitles us to take as proof of copyright contravention or a reasonable likelihood of copyright contravention.
- d. If you contravene copyright conditions, we shall check to see if there is a record of any prior contraventions.
- e. If there is no record of prior contraventions, we will notify you that we have recorded the details of the contravention and the date.
- f. If there is a record of one prior contravention, we will notify you that we have recorded the details of the contravention and the date. You then have 7 days to show us, by written, signed statement, good cause why your account should not be terminated
- g. If there is a record of more than one prior contravention, we will record the details of the contravention and the date and we shall immediately terminate your account.

6. SPAM

- a. "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.
- b. You may not use the Service to:

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- I. send, allow to be sent, or assist in the sending of Spam;
 - II. use or distribute any software designed to harvest email addresses; or
 - III. otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.
- c. In addition to, and without prejudice our other rights of suspension, we may suspend our provision of the Service to you in the following events:
- I. 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
 - II. if you are in breach of clause 4 (b) above.
- d. Prior to suspending your service, 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 of breach referred to above.
- e. You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 4 (b) above by third parties, including where appropriate:
- I. the installation and maintenance of antivirus software;
 - II. the installation and maintenance of firewall software; and
 - III. the application of operating system and application software and patches and updates.
- f. 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 authorized by you including but not limited to through a Trojan horse or virus.
- g. 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.
- h. 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 rate refund of any pre-paid charges for the Service, but we have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

7. Additional Conditions

- a. The prohibitions in this AUP are in addition to and not instead of those in our Standard Form of Agreement.
- b. All users and commercial content providers who use our service are requested to review the information provided at www.iaa.net.au/guideuser.html, and www.netalert.com.au. If you provide commercial content, we recommend that you adequately label the content, an example of a labelling system is administered by Internet Content Rating Association (ICRA) www.icra.org.
- c. People under the age of 18 years should not use a service or access account unless they have the consent of an adult responsible for them.
- d. If we believe that your use of the Service may break the law we may notify and provide relevant information to the authorities, as appears appropriate in the circumstances.