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1. INTRODUCTION

This is Switched On Victoria's Internet Acceptable Use Policy, which forms part of Switched On Victoria's Standard Form of Agreement and Switched On Victoria's Terms and Conditions. Definitions for the terms used in this Policy are contained in Switched On Victoria's Standard Form of Agreement. This Policy only applies to the extent that is relevant to a Service you have acquired from us. This policy forms part of our Standard Form of Agreement and Terms and Conditions.

2. PURPOSE

This Internet Acceptable Use Policy ("Policy") sets out the rules which apply to use of broadband internet connection services ("Internet 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 Internet Services.

3. APPLICATION

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

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

4. YOUR OBLIGATIONS AND PROHIBITED USE

- 4.1 You must not access, nor permit any other party to access, the Services for any purpose or activity of an illegal, fraudulent or defamatory nature or any other nature contrary to statute.
- 4.2 You must not use the Services to make available any material that is illegal, including but not limited to material that is classified or would be classified as RC or X under the National Classification Code set out in Schedule 5 of the *Classification (Publications, Films and Computer Games) Act 1995 (SA)*, nor will you use the Services to provide unrestricted access to material that is unsuitable for minors.
- 4.3 You will not act through the Services, or use the Services, to block or disrupt access by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to attempting to gain unauthorised access to another computer system, unauthorised copying, monitoring, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or propagating computer viruses, worms and other types of malicious programs, probing, scanning or testing the vulnerability of a system or network, breaching any security or authentication measures for a system or network, accessing the account or private information of any other user, accessing any server in violation of any acceptable use policy of that server, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.
- 4.4 You must not use the Services to transmit or display (nor permit any other party to use the Services to transmit or display) threatening, obscene, offensive or abusive materials, or engage in any form of harassment when using the Services (or when permitting any other party to use the Services).
- 4.5 The Services must not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.
- 4.6 You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material.
- 4.7 You must respect the privacy of others when accessing and using the Services.
- 4.8 You must, in accessing and using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.

- 4.9 You must not use the Services for pyramid or other illegal soliciting schemes.
- 4.10 You must not use the Services for any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- 4.11 You must not use (or attempt to use) or distribute tools designed for compromising security (such as password guessing programs, cracking tools, packet sniffers or network probing tools).

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 Switched On Victoria, and email service providers must address the sources of Spam within their own networks. They also require 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:
 - 5.2.1 do not open emails from dubious sources;
 - 5.2.2 do not reply to Spam or click on links, including 'unsubscribe' facilities, in Spam;
 - 5.2.3 do not accept Spam-advertised offers;
 - 5.2.4 block incoming mail from known Spammers;
 - 5.2.5 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.;
 - 5.2.6 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;
 - 5.2.7 use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;
 - 5.2.8 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 Switched On Victoria . Information on the availability of anti-Spam software for end-users is available at the Internet Industry Association (IIA) website www.ii.net.au
 - 5.2.9 report any Spam you receive to Switched On Victoria or the ACMA (see below);
 - 5.2.10 visit the ACMA website www.acma.gov.au 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 Internet 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 Internet Service to be used to:
 - 5.4.1 send, allow to be sent, or assist in the sending of Spam;
 - 5.4.2 use or distribute any software designed to harvest email addresses;
 - 5.4.3 host any device or service that allows email to be sent between third parties not under your authority or control; or
 - 5.4.4 otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth, (your "Spam Obligations").
 - 5.4.5 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:

- 5.4.6 the installation and maintenance of antivirus software;
- 5.4.7 the installation and maintenance of firewall software; and
- 5.4.8 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 Internet Service in order to detect the presence of open or otherwise incorrectly configured mail and proxy servers. If we detect open or incorrectly configured mail or proxy servers we may suspend or terminate your Internet Service. The circumstances in which we may do so are set out in section 11 (suspension and termination).

6. EXCESSIVE USE

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. We may limit, suspend or terminate your Internet 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. If your upload data is two times that of your download we may limit, suspend or terminate your Internet Service. See section 12 for more information regards this.

7. 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.

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 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 (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 suspend hosting and may 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 Internet 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 Internet by children or minors who you allow to use your Internet Service.

You may obtain further information on content filtering products at the Internet Industry Association (IIA) website at www.iiq.net.au

You must not use or attempt to use your Internet Service to make inappropriate contact with children or minors who are not otherwise know 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 Internet Service without notice. 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.

10. REGULATORY AUTHORITIES

You must label or clearly identify any content you generally make available using your Internet 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 cooperate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. Switched On Victoria 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 Switched On Victoria reserves the right to limit, suspend or terminate your Internet Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Internet Service is subject to any investigation by law enforcement or regulatory authorities.

11. SUSPENSION AND TERMINATION

Switched On Victoria reserves the right to suspend your Internet Service if you are in breach of this Policy, provided that we will first take reasonable steps to contact you and give you the opportunity to rectify the 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 Internet 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, supply you with information as to the nature of open relays and suggested resolutions to assist you to comply with your Spam Obligations. Our right to suspend your Internet Service applies regardless of whether the breach is committed intentionally, through incorrect configuration, or by other means not authorized by you including but not limited to through a Trojan horse or virus.

If your Internet Service is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate your Internet Service. In the event your Internet Service is terminated, you may apply for a pro rata refund of any pre-paid charges for your Internet Service, but we will have the right to levy. Switched On Victoria may suspend, limit or cancel your internet service if Switched On Victoria considers there to be excessive usage on your DSL service whereby the data downloaded and uploaded, in total, exceeds 30 Gigabytes per calendar month, and the data downloaded is less than 50% of the total in one billing period per calendar month.

12. OUR RIGHTS

- 12.1 We reserve the right to remove any information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, obscene, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.
- 12.2 We are under no obligation to monitor transmissions or published content on the Services. However, we or our agents have the right to monitor such transmissions or published content from time to time.
- 12.3 Switched On Victoria may suspend, limit or cancel your internet service if Switched On Victoria considers there to be excessive usage on your DSL service whereby
 - 12.3.1 the data downloaded and uploaded, in total, exceeds 30 Gigabytes per calendar month, and
 - 12.3.2 the data downloaded is less than 50% of the total in one billing period per calendar month

13. CHANGES

Switched On Victoria 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 Internet Service after such notice will constitute acceptance of the variation.