

Internet Acceptable Use Policy

1 What is the meaning of terms under this policy?

IP Voice & Data Pty Ltd (T/A Vonex Telecom) is defined as 'We', 'Us' or 'Our'. The customer or end-user of Our services is defined as 'You' or 'Your'. Undefined words have the same meaning as in the Telecommunications Act, 1997. Unless Specified, these terms and conditions apply to all Services provided by Us.

Policy means this document, as may be amended by Us from time to time on 14 days notice;

Service means an internet service provided by Vonex Telecom, together with associated services and software such as email facilities and web space.

2 General

- (a) this policy is designed to make sure your use of the service does not break any laws, hinder the operation of the network and interfere with the rights of other Vonex Telecom customers or any other user of the internet.
- (b) you are responsible for ensuring that your use of the service complies with this policy. You are also responsible for any use of the service with or without your personal consent.
- (c) if we modify this policy at any time, you consent to be notified by one or more of the following methods:
 - (i) mail
 - (ii) e-mail
 - (iii) a notice on the Vonex Telecom website at www.vonex.com.au
- (d) you accept that it is your responsibility to ensure your use of the service complies with the most up to date version of this policy.

3 Responsible Usage

3.1 You must not use this Service, attempt to use this Service or allow this service to be used in anyway:

- (a) which results in you or *Vonex Telecom* breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;
- (b) which results, or could result, in damage to property or injury to a person;
- (c) to harass, menace or stalk people;
- (d) which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- (e) which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion or nationality;
- (f) to send, display, access, make available, publish, distribute or otherwise be involved in material which is obscene, defamatory or is, or would be regarded by Vonex Telecom, acting reasonably, as, in all the circumstances, offensive;
- (g) which is, or which would be considered by a reasonable person to be, offensive or abusive;
- (h) to engage in any misleading or deceptive business or marketing practice;
- (i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
- (j) which infringes Vonex Telecom's or other persons rights (including intellectual property rights and moral rights);
- (k) which constitutes a misuse of Vonex Telecom's or any other person's confidential information;
- (l) which results in a breach by you of any obligation that you owe to any person.

4 What can't I do with my service?

4.1 You are not authorised to access Vonex Telecom's computer or networks for any purpose other than to use this Service in accordance with this AUP and your agreement with Vonex Telecom for supply of the Service.

4.2 You must not:

(a) interfere with the proper operation of the Service or any other part of *Vonex Telecom's* network or systems;

OR

(b) use the Service to contribute to, participate in, a Newsgroup, forum, or chat room in a way that has an adverse effect on the proper operation of those Newsgroups, forums and chat rooms.

4.3 You must not use the Service, attempt to use the Service or allow the Service to be used:

(i) unsolicited commercial electronic message as defined in the SPAM Act 2003 (Cth) sent in breach of the SPAM Act; or

(ii) Bulk electronic messages of any kind (including email, fax, SMS and ICQ messages). A bulk electronic message is when you send over 20 electronic messages or an electronic message to over 20 recipients during a period of 10 consecutive minutes.

(a) in connection with any program (including a virus, Trojan horse, worm, cancelbot or time bomb), or activity (including Denial of Service attack), that is designed to provide or allow any form of unauthorised control off, or result in an adverse effect on, a computer, a network or data (wether the computer, network or Data is *Vonex Telecom's* or anyone else's);

(b) to access or use *Vonex Telecom's* or anyone else's system, network or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or date;

(c) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or

(e) to manipulate or bypass Vonex Telecom's content usage limits by any means including multiple modems to the service.

5 Security

(a) You are responsible for any misuse of the service and you must take all reasonable steps to ensure that all access to the service is authorised by you.

(b) The service must not be used to gain, or attempt to gain illegal or unauthorised access to any other computer, system or Network.

(c) You must not use the service to use, develop or distribute any tools designed to compromise the security of any other computer, system or network.

(d) You must not intentionally transmit or distribute a computer virus either directly or as the contents of any form of information or software.

(e) You must not intentionally interfere, or attempt to interfere with the regular operation of any of our systems.

(f) Any device connected to the service remains your responsibility, including the security of that device and any data stored on that device.

(g) It is your responsibility to take appropriate measure to prevent any unauthorised access. If you allow file sharing.

(h) If you become aware of any unauthorised access to your service (successful or attempted) we should be notified immediately.

6 Extra Terms you should be aware of

- (a) Placing content on the Internet may entail legal responsibilities and you should be sure to investigate this before placing content on our network.
- (b) If you wish to make a complaint regarding prohibited or potentially prohibited content you can do so by contacting the ABA or visiting <http://www.aba.gov.au>
- (c) If you use one of our services to 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) <http://www.ictra.org>
- (d) People under the age of 18 years should not use this service or access an account unless they have the consent of an adult responsible for them.
- (e) The prohibitions in this APU are in addition to and not instead of those indicated in our Standard Form of Agreement.
- (f) if you have a complaint about internet content you should visit ACMA's website at <http://www.acma.gov.au/hotline>