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**This Policy will be reviewed on a yearly basis. However, if at any time the legislative or policy is so altered that the policy is no longer appropriate in its current form, the policy will be reviewed immediately and amended accordingly.**

#### **Disclaimer**

This policy does not represent legal advice. If you have any queries about your obligations, you should seek your own independent legal advice.

Read this policy carefully before accessing Interactive Gateway Australia (“Interactive Gateway”) or Access Digital Networks (“Access Digital”) network, systems or services. While using any Interactive Gateway or Access Digital services you agree to comply with the terms of our Acceptable Use Policy (“Policy”).

#### **1.0 Purpose**

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This Policy outlines the terms of use that apply to use of our Services including Dial-up, ADSL, SHDSL, EFM, Ethernet, Fibre, NBN (“Internet Services”) Colocation Storage, Data as a Service (“DaaS”) it also includes your responsibilities as a customer, and permitted and prohibited uses of supplied services.

#### **2.0 Responsibility**

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This Acceptable Use Policy applies to all customers that obtain Internet Services from Interactive Gateway or Access Digital. As part of your agreement you have an obligation to comply with this Policy, it is also the customers’ obligation to ensure any person or system that they allow to use their Internet Service also complies with this Policy.

It is important for you to note that any failure to comply with this Policy, including by any person or system you allow to use the Service, may lead to the suspension or termination of your Service/s and or legal action.

#### **3.0 Information Access**

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It is your responsibility to determine the content and information you access on the Internet when using your supplied Services. As the customer it is also your responsibility to take all steps you consider necessary to prevent access to “obscene” “offensive” or “sexual” content on the Internet by minors who you allow to use your Internet Service.

When using the Internet Services you are responsible for any content you send, store 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, and SMS. You must not use such services to send or distribute any content which is prohibited, deemed 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.

Failure to comply with these requirements may lead to immediate suspension or termination of your Services without notice.

It is important to note if we have reason to believe you have used your Internet Service to access child pornography or child abuse material, as a service provider we are required by federal law to refer the matter to the Australian Federal Police.

With any Online content you must label or clearly identify content you generally make available using your Internet Service/s; this is 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 other industry code which applies to your use or distribution of that content.

Commonwealth legislation allows the ACMA to direct Interactive Gateway and Access Digital to remove from our Network/s and servers any content, which is classified, or likely to be classified as 'prohibited' content. We also must co-operate fully with law enforcement and security agencies, including court orders for the interception or monitoring of our Network and systems. Interactive Gateway and Access Digital may take these steps at any time without notice to or from you.

You agree 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 Interactive Gateway and Access Digital reserves the right to limit, suspend or terminate your Internet Service where use of your Internet Service is subject to any investigation by law enforcement or regulatory authorities.

#### **4.0 Excessive Use**

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It is your responsibility to use your Internet Service in accordance with any download or capacity limits stated in your specific plan. We may at any time limit, suspend or terminate your Internet Service/s if you unreasonably exceed such limits or if you excessively use the maximum capacity or resources of our network in a manner which may prevent or hinder us from effectively providing services to other customers of Interactive Gateway or Access Digital or use which may pose a threat to the integrity of our Network or systems.

#### **5.0 Responsible Use**

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As the customer you are solely responsible for the upkeep of the security of your Service/s, including but not limited to protection of account details, passwords and protection against unauthorised usage of your Service by a third party. As your service provider we strongly 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 (willingly or unwillingly) to use your Service/s.

You are responsible for your actions on the Interactive Gateway and Access Digital networks and systems. Acting recklessly or irresponsibly in using your Internet Service or actions endangering any person or the integrity or security of our network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

You agree that you will not use, attempt to use or allow your Internet Service/s to be used to:

- store, send or distribute any content or material which is unlawful under any applicable Commonwealth, State or Territory law;
- 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;
- 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;
- 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;
- 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;
- compromise the security or integrity of any network or system including our Network;
- intentionally 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 in clause 4, or overload any network or system including our Network and systems;

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

## **6.0 Copyright and Intellectual Property**

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You agree that you or other users will not use your Internet Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material/s 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 or any other applicable laws.

You are responsible to ensure that you or users of the service do not infringe the intellectual property rights of any person or organisation in relation to any material that you access or copy, store, send or distribute using your Internet Service/s.

## **7.0 Security**

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Our definition of "Spam" includes one or more unsolicited commercial electronic messages to which the Spam Act 2003 applies. The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers (ISPs), such as Interactive Gateway and Access Digital, and email service providers must address the sources of Spam within their own networks. As your service provider we are responsible for handing end-users information about how to deal with Spam, and giving an informed choice about filtering options.

### **7.1 Suspension or Termination**

You are prohibited from using your Service/s to send Spam. If you breach this prohibition, Interactive Gateway or Access Digital may suspend or terminate your Service/s.

### **7.2 How to reduce Spam**

From practice we believe you can reduce the amount of Spam you receive if you follow these steps:

- do not accept Spam-advertised offers;
- block incoming mail from known Spammers;
- do not open emails from unknown or suspicious sources;
- 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.;
- do not reply to Spam or click on links, including 'unsubscribe' facilities, in Spam;
- 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;
- report any Spam you receive to ACMA and
- visit the ACMA website or 'Fight SPAM on the Internet' website 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.
- 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 Interactive Gateway or Access Digital. Information on the availability of anti-Spam software for end-users is available at the Internet Industry Association (IIA) website.

### **7.3 Your Spam Obligations**

As a customer you agree that you will use your Service/s in compliance with the Spam Act 2003 and will not engage in practices which would result in a breach of this Act. You agree you will not use, attempt to use or allow your Service/s to be used to:

- use or distribute software designed to specifically harvest email addresses;
- sending, allow to be sent, or assist in the sending of Spam;
- host any device or service that allows email to be sent between third parties not under your authority or control; or
- breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

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:

- installation and maintenance of antivirus software;
- installation and maintenance of firewall software; and

We may scan any IP address ranges allocated to you for your use with your Service/s in order to detect the presence of any open or otherwise misconfigured mail and proxy servers. Detection of open or misconfigured mail or proxy servers may result in the suspension or termination of your Service/s.

### **7.4 Complaints about Spam**

In Australia 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) to allow end users to report Spam. If you think you have been sent Spam by an Interactive Gateway or Access Digital subscriber, you may email "abuse@ our domain". If you think you have been sent Spam by a subscriber of another internet or email service provider, you may 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 have received by contacting the ACMA by filling out an online complaint form at [acma.gov.au](http://acma.gov.au) or via the ACMA Spam Reporting System SpamMatters. You may also make complaints to other bodies about Spam where the content is in some other way offensive or contrary to law. 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).

If you have any concerns that your personal information has been misused to send you Spam, the Federal Privacy Commissioner recommends that you complain to the organisation first that sent you the spam, especially if you know how to contact them and have had dealings with them in the past about other goods or services. If the matter is not resolved adequately, you can visit the Federal Privacy Commissioner's website for details on how to make a complaint.

The Australian Securities and Investment Commission (ASIC) also deal with certain complaints about the contents of Spam messages/emails, particularly with regard to fraudulent conduct by Australian organisations and 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').

## **8.0 Suspension and Termination**

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Interactive Gateway and Access Digital reserves the right to suspend or terminate your Service/s if you are in breach of this Policy, we will first take reasonable steps to contact you and give you the opportunity to rectify the breach within a reasonable period; reasonable in this context will

depend on the severity of the breach. If terminated any contract period remaining will need to be paid out by the end user as a Early Termination Charge (ETC).

Our right to suspend your Service/s applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means. If we notify you of a breach of your "Spam Obligations", at your request and to the extent we are reasonably able, we will supply you with information as to the nature of the breach, and supply any open relays and suggested resolutions to assist you to comply with your Spam Obligations.

If your Service/s is suspended and the grounds upon which it was suspended in the first place are not corrected by you within seven days, we may terminate your Service/s. In this event, you may apply for a pro rata refund of any pre-paid charges for your Service/s, we will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension. Any contract period remaining will need to be paid out by the end user as a Early Termination Charge (ETC).

## **9.0 Changes**

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Interactive Gateway and Access Digital reserves the right to 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 Service/s after such notice will constitute acceptance of the variation.