

VOIPEX ADSL ACCEPTABLE USE POLICY

1 Introduction

1.1 If you have an agreement with VoIPex for a service ("Service") that includes or incorporates this Acceptable Use Policy ("AUP"), you must comply with this AUP when you use that Service.

1.2 A reference to "you" in this AUP includes a reference to your officers, employees, contractors, agents and anyone else (other than VoIPex or its representatives) who uses the Service.

2 Scope of Service

2.1 You must not use the Service, attempt to use the Service or allow the Service to be used in any way:

- (a) which results in you or VoIPex 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 any 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, gender or nationality;
- (f) to send, display, access, make available, publish, distribute or be otherwise involved in material which is obscene, defamatory or is, or would be regarded by VoIPex, 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 VoIPex's or any other person's rights (including intellectual property rights and moral rights);
- (k) which constitutes a misuse of VoIPex's or any other person's confidential information; or
- (l) which results in a breach by you of any obligation that you owe to any person.

3 Service Restrictions

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

3.2 You must not:

- (a) interfere with the proper operation of the Service or any other part of VoIPex's network or systems;
- (b) use the Service to contribute to, or 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.

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

- (a) to send, cause the sending of or otherwise be involved in the sending of, SPAM; SPAM means
 - (i) unsolicited commercial electronic messages 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). Bulk means 20 electronic messages over a 10 minute consecutive period.
- (b) in connection with any program (including a virus, Trojan horse, worm, cancelbot, time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is VoIPex's or anyone else's);
- (c) to access or use VoIPex's or anyone else's systems, networks 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 data;

(d) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an 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 VolPex's content usage limits by any means including connecting multiple modems to the Service.

4 SPAM

4.1 You must not benefit from SPAM (which includes causing or requesting any of your details to appear in SPAM and/or receiving responses to SPAM).

4.2 You must not purchase, create, use, distribute, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, SPAM.

4.3 If you send Bulk solicited electronic messages, then:

- (a) you must include in each message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you ("Opt Out Notice"); and
- (b) if you are sent an Opt Out Notice, then you must immediately comply with the notice.

5 Email messages

5.1 We set limits on the size of emails sent to or by you, the period for which email messages can be stored and the maximum disk space that will be allotted on VolPex servers for your Service.

5.2 We will delete any electronic mail message sent by you or addressed to you if:

- the size of the mail message addressed to you (including attachments) exceeds your Mail Quota;
- the size of the mail message sent by you (including attachments) exceeds 10 MB;
- the total of your undeleted messages (including attachments) exceeds your Mail Quota; or
- you have not deleted the message within 180 days of it becoming available to you (whether read or unread). We recommend that you delete emails on a regular basis. Once deleted, the message will not be able to be retrieved.

5.3 If we delete any electronic mail messages under the terms of this agreement we are not required to notify you or the sender of the mail message(s).