

ACCEPTABLE USE POLICY

INTRODUCTION

This is Internode's Acceptable Use Policy, which forms part of Internode's Standard Form of Agreement or Internode's Master Services Agreement (as applicable). Definitions for the terms used in this Policy are contained in Internode's Standard Form of Agreement or Internode's Master Service Agreement (as applicable). This Policy only applies to the extent that is relevant to a Service you have acquired from us.

YOUR OBLIGATIONS AND PROHIBITED USE

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.
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.
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. 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).
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.
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.
7. You must respect the privacy of others when accessing and using the Services.
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.
9. You must not use the Services for pyramid or other illegal soliciting schemes.
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.

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).

SPAM

12. The following applies in relation to Spam:

12.1 Definition

In this clause, "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.

12.2 Acceptable use in relation to Spam

You may not use the Service to:

12.2.1 send, allow to be sent, or assist in the sending of Spam;

12.2.2 use or distribute any software designed to harvest email addresses; or

12.2.3 otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

- 12.3 You must not allow the Service provided to you to be used to host any device or service that allows email to be sent between third parties not under your authority and control.

12.4 Customer to minimise risk of breach

12.4.1 You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 12.2 above by third parties, including where appropriate:

(a) the installation and maintenance of antivirus software;

(b) the installation and maintenance of firewall software; and

(c) the application of operating system and application software patches and updates.

12.4.2 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 authorised by you including but not limited to through a Trojan horse or virus.

12.5 Our right to scan for misconfigurations

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.

OUR RIGHTS

13. 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.

14. 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.