ats | addictive technology solutions

NBN INTERNET SERVICES

Terms and Conditions.

Internet Acceptable Use Policy — the rules, responsibilities, and permitted and prohibited uses of your ATS broadband internet service.

Addictive Technology Solutions
Gold Coast & Brisbane, Queensland

Contact
1300 110 393 · info@addictive.com.au

Licence
QLD Security Licence No. 3502960

About this document.

These terms apply to every customer who acquires NBN Internet Services from Addictive Technology Solutions. Please read them carefully — by using your Internet Service you agree to comply with this Policy, and to make sure anyone you allow to use your service does too.

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1. Purpose

This Internet Acceptable Use Policy ("Policy") sets out the rules which apply to use of the Addictive Technology Solutions 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.

2. 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.

3. Contract Term

24-month contract term. NBN Business Internet services are provided on a 24 month contract term, commencing from the date of activation of the service.

In the event that the service is terminated prior to the completion of the contract term, either by You or Us (due to a breach of the Policy), You will be liable to pay an Early Termination Fee, the amount of which is dependent on the length of time remaining on the contract.

4. Responsible Usage

You are responsible for your actions on our telecommunications network ("Network") and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

(a) store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;

(b) store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;

(c) 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;

(d) 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;

(e) 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;

(f) forge header information, email source address or other user information;

(g) 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;

(h) compromise the security or integrity of any network or system including our Network;

(i) access, download, store, send or distribute any viruses or other harmful programs or material;

(j) send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your Spam Obligations set out in clause 5.4, or overload any network or system including our Network and systems;

(k) use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;

(l) tamper with, hinder the operation of or make unauthorised modifications to any network or system; or

(m) authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above.

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 Addictive Technology Solutions, 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 Suspension or Termination

This Policy prohibits you from using your Internet Service to send Spam. If you breach this prohibition, we may suspend or terminate your Internet Service. The circumstances in which we may do so are set out in section 12 below.

5.3 Reducing Spam

You can reduce the amount of Spam you receive if you:

- do not open emails from dubious sources;
- do not reply to Spam or click on links, including 'unsubscribe' facilities, in Spam;
- do not accept Spam-advertised offers;
- block incoming mail from known Spammers;
- do not post your email address on publicly available sites or, 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 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;
- use separate email addresses for different purposes, such as a personal email address for friends and family and a business email address for work;
- 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 us;

- visit the ACMA 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.

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:

(a) send, allow to be sent, or assist in the sending of Spam;

(b) use or distribute any software designed to harvest email addresses;

(c) host any device or service that allows email to be sent between third parties not under your authority or control; or

(d) otherwise breach the *Spam Act 2003* or the *Spam Regulations 2004* of the Commonwealth,

(your "Spam Obligations").

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:

- the installation and maintenance of antivirus software;
- the installation and maintenance of firewall software; and
- 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 misconfigured mail and proxy servers. If we detect open or misconfigured 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 12.

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.

7. Security

You are responsible for maintaining the security of your Internet Service, including protection of account details, passwords and protection against unauthorised usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use of 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 cease hosting and to 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 must not use or attempt to use your Internet Service to make inappropriate contact with children or minors who are not otherwise known 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 co-operate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. We 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 We reserve 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. Complaints

Complaints about content

If you have a complaint about content accessible using your Internet Service you may contact the ACMA by:

- filling out an online complaint form at **acma.gov.au**;
- emailing **online@acma.gov.au**; or
- faxing your complaint to the ACMA Content Assessment Hotline Manager on **(02) 9334 7799**.

Please note that all complaints to ACMA must be in writing.

12. Suspension or Termination

We reserve 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 misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.

Seven days to rectify. 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 a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

13. Changes

We 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.

14. Active Web Content Filtering

The Filtering Service is provided “as is” and We expressly disclaim all liability for any damage or loss resulting from the use of the Filtering Service. We do not guarantee that the Filtering Service will protect your files, network or endpoints from all malware, viruses or third party malicious attacks, and we do not guarantee that the Filtering Service will block all Adult Content.

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Questions about these terms? Talk to your ATS account manager.
1300 110 393
info@addictive.com.au
addictive.com.au