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## Acceptable Usage policy

### 1. Introduction

1.1 If you have an agreement with NetG8 Pty Ltd 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 NetG8 Pty Ltd or its representatives) who uses the Service.

### 2. What you cannot use the Service for

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

#### Breach of law

- (a) which results in you or NetG8 Pty Ltd 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;

#### Damage to property or people

- (b) which results, or could result, in damage to property or injury to any person;
- (c) to harass, menace or stalk people;

#### Protection of minors

- (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;

#### Discrimination

- (e) which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;

#### Obscene, defamatory, offensive, abusive

- (f) to send, display or be otherwise involved in material which is obscene or defamatory;
- (g) which is, or which would be considered by a reasonable person to be, offensive or abusive;

#### Illegal business practices and gambling

- (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;

#### The rights of others

- (j) which infringes NetG8's or any other person's rights (including intellectual property rights and moral rights);
- (k) which constitutes a misuse of NetG8'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. What you cannot use the service to do

3.1 You are not authorised to access NetG8's computer systems or networks for any purpose other than to use the Service in accordance with this AUP and your agreement with NetG8 Pty Ltd for supply of the Service.

3.2 You must not:

#### Interfering with services and systems

- (a) interfere with the proper operation of the Service or any other part of NetG8's network or systems; or
- (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:



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### **SPAM and USENET SPAM**

- (a) to send, cause the sending of or otherwise be involved in the sending of, SPAM or USENET SPAM; **SPAM** means unsolicited Bulk electronic messages of any kind (including email, fax, SMS and ICQ messages). Bulk means 100 electronic messages over a 10 minute consecutive period.

### **Virus, denial of service attacks**

- (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 NetG8's or anyone else's);

### **Open relay and port probing**

- (c) to access or use NetG8'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;

### **Spoofing**

- (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

### **Usage limits**

- (e) to manipulate or bypass NetG8's content usage limits (if applicable).

## **4. Other obligations related to SPAM and USENET SPAM**

4.1 You must not benefit from SPAM or USENET SPAM (which includes causing or requesting any of your details to appear in SPAM or USENET SPAM and/or receiving responses to SPAM or USENET 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 or USENET 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. LIMITATIONS ON BANDWIDTH USAGE**

Any account that uses excessive amounts of bandwidth can and will be subjected to bandwidth throttling. Such will only occur during instances when hourly traffic exceeds 2% of the total monthly transfer allocation of the account, except in extreme circumstances (i.e. when the traffic seriously degrades other Subscribers' system use), where we retain the right to engage in emergency bandwidth throttling.

Background Processes. Any processes which potentially breach security or may otherwise disrupt network services can be terminated, and the associated account suspended, at NetG8's sole discretion, and without limiting the applicability of any other Terms of Service.