

INTERNET AND DATA ACCEPTABLE USE

1. ABOUT THIS POLICY

a) The Tekworx Telecommunications Acceptable Use Policy applies to each of the following services.

- i. Tekworx Broadband (ADSL)
- ii. Business Grade Internet
- iii. Bundled Business Grade Internet
- iv. SHDSL Broadband
- v. Corporate Broadband
- vi. Business Broadband

b) You should read the policy carefully. Your use of the service is bound by this policy and is described below.

2. GENERAL

a)

The policy is designed to make sure your use of the service does not break any laws, hinder the operation of the network and interfere with the rights of other Tekworx Telecommunications customers or any other users of the internet.

b)

You are responsible for ensuring that your use of the service complies with this policy. You are also responsible for any use of the service, with or without your personal consent.

c)

If we modify this policy at any time, you consent to being notified by one or more of the following methods:

- i. mail
- ii. e-mail

d)

You accept that it is your responsibility to ensure your use of the service complies with the most up-to-date version of this policy.

3. ILLEGAL ACTIVITY

You must not use the services for any activity which breaches any law (local, state, federal or international). Activities which are prohibited include, but are not limited to:

a) posting and/or distributing content which is unlawful including but not limited to:

- i. content that is or could be classified under the Classification (Publications, Films and Computer Games) Act 1995 as RC rated or X rated
 - ii. content which breaches the copyright of others
 - iii. content which breaches the intellectual property rights of others
 - iv. harassing or abusive content or content that invades another persons privacy
- b) any fraudulent activities
 - c) pyramid schemes

4. SECURITY

- a)

You are responsible for any misuse of the service, and you must take all reasonable steps to ensure that all access to the service is authorised by you
- b)

The service must not be used to gain, or attempt to gain illegal or unauthorised access to any other computer, system or network
- c)

You must not use the service to use, develop or distribute any tools designed to compromise the security of any other computer, system or network
- d)

You must not intentionally transmit or distribute a computer virus either directly or as the contents of any form of information or software
- e)

You must not intentionally interfere, or attempt to interfere with the regular operation of any of our systems
- f.

Any device connected to the service remains your responsibility, including the security of that device and any data stored on that device
- g.

It is your responsibility to take appropriate measure to prevent any unauthorised access if you allow file sharing
- h)

If you become aware of any unauthorised access to your service (successful or attempted) we should be notified immediately

5. INTERNET RISKS

- a)

Some activities performed on the Internet can be harmful and cause loss to you and/or your equipment. This includes, but is not limited to:

- i. downloading information from the internet, including e-mail, which may contain viruses
- ii. accessing information that may be considered offensive to others, inappropriate to children and/or pornographic
- iii. the transmission of personal or private information
- iv. the purchase of any goods or services

b)

You are responsible for all risks involved in the types of activities specified in Section 5(a), and we accept no liability for any form of claim, legal or monetary arising from the performing of these kinds of activities.

6. CONTENT PUBLISHING

a) Any content that you publish on the internet in any form is your responsibility

b)

You must not publish any content that is or could be classified under the Classification (Publications, Films and Computer Games) Act 1995 as RC rated or X rated without using appropriate warning, access and or labelling systems on any material that may be considered inappropriate to children and/or pornographic

c)

We reserve the right to block access or remove any content, in whole or part published on the internet that we, at our sole discretion believe includes, but is not limited to illegal, offensive, indecent or fraudulent information

d)

We can receive a directive from the Australian Communications and Media Authority to remove any prohibited or potentially prohibited material from our servers, and/or block access to certain content. This is permissible by Commonwealth legislation and we will take steps to ensure compliance with any such directive and may do so without notice to you.

7. AUTOMATED APPLICATIONS

If you install any automated programs, or programs that maintain a constant internet connection, it will be assumed that you are physically present at the computer. You will remain responsible for the volume of downloads made by such programs and if these exceed the included downloads allowable by you plan you agree to pay all excess download fees in accordance with your plan within our normal payment terms.

8. NO RESALE OF SERVICE

The Service provided by Tekworx Telecommunications is for the personal use of the Customer or a Business End User in the manner described in the Agreement only and may not be used for any resale

purposes whatsoever without the prior written consent of Tekworx Telecommunications. In the event that a Service is used for resale purposes without Tekworx Telecommunications' prior written consent, Tekworx Telecommunications will immediately cancel the Service.

9. COPYRIGHT PROTECTION

Downloading copyright material or making copyright material available to others on the internet is illegal unless specific permission is granted by the copyright owner. Tekworx Telecommunications will forward any copyright infringement notices received in relation to a Customer's account to the Customer or the contact person nominated by the Customer for the Customer's account. A copyright infringement notice is a serious allegation made by the copyright owner or their representative which should not be ignored and the Customer must contact the issuer of the notice as soon as possible.

If Tekworx Telecommunications reasonably suspects that a Customer is infringing a third party's copyright or if three (3) or more copyright infringement notices have been received in relation to a Customer's account and the Customer fails to provide a valid defence for such notice in writing to the issuer of the notice that is satisfactory to Tekworx Telecommunications, Tekworx Telecommunications may request the Customer to arrange for an equivalent service to the Service supplied by another carrier or carriage service provider within fourteen (14) days failing which the Service will be cancelled in accordance with the Agreement.

10. EMAIL

A Customer using the Service or the Tekworx Telecommunications network to run an email subscription service must observe the following requirements:

1.

A subscriber of the subscription service must nominate their own email address to the Customer;

2.

The Customer must then send an email to the subscriber seeking confirmation that the subscriber wants to be added to the Customer's mailing list;

3.

The subscriber's email address is only to be added to the Customer's mailing list if the subscriber replies to the Customer's email confirming that the subscriber wants to be added to the Customer's mailing list;

4.

If the subscriber fails to reply within fourteen (14) days, the Customer must remove the subscriber's email address from the Customer's email mailing list; and

5.

The Customer's functional unsubscribe facility must allow for immediate removal of an email address from the Customer's mailing list when requested by a subscriber and for a reply confirming removal to be sent to the subscriber.

The following activities carried out using the Service or the Tekworx Telecommunications network are prohibited:

1.
Sending emails, or causing emails to be sent, to or through the Tekworx Telecommunications network that hides or obscures the source of the email, that contains invalid or forged headers or domain names or deceptive addresses;
2.
Receiving or collecting responses from bulk unsolicited emails whether or not the original emails were sent using the Tekworx Telecommunications network;
3.
Hosting a website to which recipients of bulk unsolicited emails are directed;
4.
Relaying emails from a third party's mail server without permission or which employs similar techniques to hide or obscure the source of the email;
5.
Collecting or harvesting screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
6.
Sending large or numerous emails for the purpose of disrupting another party's computer or account;
7.
Sending emails that may damage or affect the performance of an email recipient's computer (including any emails which contain viruses or other harmful components);
8.
Persistently sending emails without reasonable cause or for the purpose of causing nuisance, annoyance, inconvenience or needless anxiety to any person; or
9.
Connecting the Tekworx Telecommunications network to an open relay mail server or any other device which may allow third parties, whether connected to the Tekworx Telecommunications network or to another service provider's network, to use that mail server or device for the purposes of sending electronic messages, solicited or otherwise, with or without the Customer's prior knowledge or consent.

11. SPAM

When using the Service or the Tekworx Telecommunications network the Customer must at all times comply with the Spam Act 2003 (Cth) and the regulations made thereunder including the Spam Regulations 2004 (Cth) (together Spam Legislation). In particular, the Customer:

- a)
Must not use or permit the use of the Service or the Tekworx Telecommunications network to accept, transmit or distribute bulk and/or unsolicited commercial electronic messages, including messages of an advertising or promotional nature (Spam); or

b)

Supply, acquire or use or permit the supply, acquisition or use of any software designed to harvest email addresses through the Service or the Tekworx Telecommunications network or any electronic email address list produced using such address-harvesting software.

The only circumstances in which the Service or the Tekworx Telecommunications network may be used to send unsolicited emails of an advertising or promotional nature are where such emails are sent:

a)

To persons with whom the Customer has a pre-existing business, professional or personal relationship; or

b)

To persons who had previously indicated to the Customer their consent to receive such emails from the Customer from time to time, for example by ticking a box to that effect on the Customer's website.

Unless clause 6.3 (a) or (b) is complied with, the Customer must not send unsolicited bulk emails using the Service or the Tekworx Telecommunications network. Even if clause 6.3 (a) or (b) is complied with, such emails must:

- i. include information about the individual or organization who authorized the sending of the emails; and
- ii. contain a functional unsubscribe facility made known to the recipients who may exercise an option to be removed from the Customer's emailing list.

Tekworx Telecommunications may suspend the Service in the following events:

a)

if the Service or the Tekworx Telecommunications network is being used to host any device or service that allows email to be sent between third parties not under the Customer's authority and control; or

b) the Customer is in breach of clause 6.1

Whether or not the same occurs with the Customer's knowledge, through mis-configuration of the Customer's equipment or network or by other means not authorised by the Customer such as through a Trojan horse or computer virus. If it comes to Tekworx Telecommunications' notice that Spam is being transmitted through a Customer's account using the Service or the Tekworx Telecommunications network, Tekworx Telecommunications may suspend a customer's service to block the Customer's account from which, in Tekworx Telecommunications' reasonable opinion, the Spam originates.

Notwithstanding the above actions by Tekworx Telecommunications, the Customer remains liable for all costs and charges relating to their internet access under the Agreement regardless of the length of time and the number of times a suspension is applied to its account.

The Customer must use its best endeavours to secure all equipment, devices and networks within its control against being used by third parties in breach of clause 6.1, including where appropriate:

- a) installation and maintenance of appropriate up-to-date antivirus software;
- b) the installation and maintenance of an appropriate and adequate firewall software;
- c) the application of operating system and application software patches and updates.

Tekworx Telecommunications may scan any IP address ranges allocated for a Customer's use with the Service in order to detect the presence of open or otherwise mis-configured mail and proxy servers. If a Service is suspended and the grounds upon which it was suspended are not corrected by the Customer within seven (7) days, Tekworx Telecommunications may terminate the Service under the Agreement.

11. VIOLATION OF THE ACCEPTABLE USE POLICY

a)

If in our opinion you, or any user of the service breach this policy we may take any action we deem appropriate, including but not limited to:

- i. temporary or permanent removal of content
- ii. immediate suspension or disconnection of the service

b)

We are not liable for any costs and expenses associated with the actions described in Section 8(a). If your use of the service results in loss to a third party to which we are required to pay compensation, you may be required to reimburse us for these costs

c)

We are not required to monitor your usage of the service (including content), but we reserve the right to do so

d)

If we investigate suspected violations of this policy we may be required to suspend your account. We reserve the right to do so.

e)

You give permission for us to disclose information such as IP addresses or other identifying information to law enforcement authorities if we are required to do so in order to enforce this policy.

f)

If we fail to enforce any part of this policy at any time, it should not be considered as a permanent waiver and we may commence enforcement of this policy at any time.