

Acceptable Use Policy ('AUP')

This Acceptable Use Policy applies to all customers of all of AXION SD PTY LTD's services and to anyone who uses a service provided by a reseller of ours.

1. Where you breach any term of this AUP, we may suspend and or terminate your services. These rights are in addition to and not instead of any other rights we have under any Agreement with you.

2. You are prohibited from using a service we provide to:

- 2.1. break the law, or to allow another person to break the law;
- 2.2. abuse, menace, harass, stalk or intimidate anyone;
- 2.3. damage property;
- 2.4. injure anyone;
- 2.5. mislead or deceive;
- 2.6. facilitate the commission of a tort;
- 2.7. breach a contract, or assist someone to breach a contract;
- 2.8. allow for the misuse of anyone's confidential information;
- 2.9. misuse or allow for the misuse of anyone's personal information, sensitive information or health information, as defined by the Privacy Act 1988;
- 2.10. facilitate or engage in any act or omission which is in contravention of the Spam Act 2003, and the Spam Regulations 2004;
- 2.11. deceive, access or manipulate (or allow anyone else to) our billing systems or any part of our network;
- 2.12. interfere with someone else's computer without their permission;
- 2.13. allow a minor to view or access material which is inappropriate for minors including pornography;
- 2.14. send or distribute any virus, worm, trojan or other malicious code;
- 2.15. send alter or create an electronic message (including spoofing) to conceal the true identity of the person from whom it originates;
- 2.16. interfere with the proper operation of a website, newsgroup, forum or chatroom;
- 2.17. use a remote system (such as a mail server or proxy server), without the authorisation of the owner of it, for the transmission of data;
- 2.21. send, display or publish material which:
 - 2.21.1. is obscene or offensive;
 - 2.21.2. is defamatory or potentially defamatory;
 - 2.21.3. would contravene anyone's intellectual property rights;
 - 2.21.4. is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification;
- 2.22. interfere with the integrity or performance of services;
- 2.23. attempt to gain unauthorised access to the services or related systems or networks.

3. Restrictions

You must not:

- a) Abuse AXION SD PTY LTD Service Desk by either prematurely engaging those services to solve technical problems before applying 'minimum referral criteria' troubleshooting or purposely engaging AXION SD PTY LTD technical resources to solve problems outside of the scope of the services that we have agreed to provide;
- b) use our service/s in a manner which threatens the stability and/or performance (including excessive data transfers and data storage) of that service to other clients - we reserve the right to restrict, moderate or otherwise manage your usage and traffic volume;

3.1 In the event you transmit bulk or system-generated email, we reserve the right to set and agree on appropriate transmission and archival configurations with you.

4. Specific prohibitions in relation to Spam

4.1. Definition

In this section, "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.

4.2. Acceptable use in relation to Spam

You may not use the Service to:

- 4.2.1. send, allow to be sent, or assist in the sending of Spam;
- 4.2.2. use or distribute any software designed to harvest email addresses; or
- 4.2.3. otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

4.3. Customer to minimise risk of breach

You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 4.2 above by third parties, including where appropriate:

- 4.3.1. the installation and maintenance of antivirus software;
- 4.3.2. the installation and maintenance of firewall software; and
- 4.3.3. the application of operating system and application software and patches and updates.

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 authorized by you including but not limited to through malware or virus.

5. Our rights to suspend the Service

In addition to, and without prejudice our other rights of suspension, we may suspend our provision of the Service to you if you are in breach of any part of this Acceptable Use Policy;

6. Our right to terminate the Service

If the Service is suspended and the grounds upon which it was suspended are not corrected by you within 7 days, we may terminate the Service. If the Service is terminated under this clause, you may apply for a pro rate refund of any prepaid charges for the Service, but we have the right to levy (and set off) a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.