

Internet Acceptable Use Policy

1. The Internet Services the Customer has requested fall under Aryon Pty Ltd's Acceptable Use Policy ("AUP"), and the Customer must comply with the AUP. Aryon Pty Ltd's AUP has been compiled for the following reasons:

- 1.1. To protect subscribers of Aryon Pty Ltd's Internet Service
- 1.2. To meet legal, regulatory and government policies
- 1.3. To mitigate possible impacts by users on the delivery of services

2. This Policy applies to all clients who acquire Internet Services from us. Your obligation to comply with this Policy includes your responsibility to make certain anyone who you allow to use your Internet Service also complies with this Policy.

If you fail to observe with this Policy (including by any individual who you allow using your Internet Service) may lead to the suspension, disconnection or termination of your Internet Service.

3. Illegal and Inappropriate use of the Aryon Pty Ltd's network - The Customer is not authorised to access Aryon Pty Ltd's network or systems for any purpose other than to use the Internet Service in accordance with this AUP and other applicable agreements with Aryon Pty Ltd for supply of the Internet Service. The Customer must also not use the Internet Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes the Customer using the Internet Service to, without limitation:

- 3.1. breach of the law order or regulation through fraudulent, deceptive or illegal activity;
- 3.2. infringe censorship laws and classification of material;
- 3.3. discriminate or incite discrimination against people or groups due to religion, race or gender and so on;
- 3.4. engage in illegal business activities or practices such as gambling;
- 3.5. damage people or property including the use defamatory statements, harassing, stalking or menacing people or individuals;
- 3.6. provide a minor with access to inappropriate material or establish (or try to establish) contact with a minor not otherwise known to the Customer;
- 3.7. publish, distribute, transmit any material that Aryon Pty Ltd reasonably suspects is offensive or obscene;
- 3.8. distribute electronic communications (SMS, email, chat) such as unsolicited SPAM, disguise the origin of email communications;
- 3.9. participate in any attempt to cause any computer system (including Aryon Pty Ltd's system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks, spoofing, SPAM, Open relay and port probing or otherwise.
- 3.10. attempt to alter data, billing information or usage limits provided by Aryon Pty Ltd for the Customers Internet Service; or

- 3.11. obtain unauthorised access to any computer system, including unauthorised access to Aryon Pty Ltd's system (for example, by attempting to use the account of another user).
4. In this Policy, "Spam" means one or more unsolicited commercial electronic messages to which the Spam Act 2003 applies, and derivations of the word "Spam" have corresponding meanings.
 - 4.1. The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers, and email service providers must address the sources of Spam within their 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.
 - 4.2. This Policy prohibits you from using your Internet Service to send Spam. If you breach this prohibition, Aryon Pty Ltd may suspend or terminate your Internet Service.
 - 4.3. You agree that you will use your Internet Service in compliance with the Spam Act 2003 (Cth) 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 to third parties, not under your authority or control; or
 - (d) otherwise breach the Spam Act 2003 (Cth) or the Spam Regulations 2004 (Cth), (your "Spam Obligations").
 - (e) 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:
 - (f) the installation and maintenance of antivirus software;
 - (g) the installation and maintenance of firewall software; and
 - (h) the application of operating system and application software patches and updates.
 - 4.4. You agree to use your Internet Service in compliance with the Spam Act 2003 (Cth) 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 to third parties, not under your authority or control; or
 - (d) otherwise breach the Spam Act 2003 (Cth) or the Spam Regulations 2004 (Cth), (your "Spam Obligations").
 - (e) 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:
 - (f) the installation and maintenance of antivirus software;
 - (g) the installation and maintenance of firewall software; and
 - (h) the application of operating system and application software patches and updates.
5. You are liable 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 the installation of a firewall and use 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.
6. 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.

7. 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 may obtain further information on content filtering products at the Internet Industry Association (IIA) website.

You must not use or attempt to use your Internet Service to make inappropriate contact with children or minors who are not otherwise know 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.

8. 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.
9. 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.

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 Aryon Pty Ltd reserves 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.

10. Consequences of a breach by the Customer - Aryon Pty Ltd does not inspect or monitor the contents of transmitted information when the Customer uses the Internet Service; however, Aryon Pty Ltd will investigate complaints of any nature of inappropriate use of the Internet Service. Aryon Pty Ltd will use its reasonable endeavours to safeguard the privacy of all parties in the event of an investigation. Aryon Pty Ltd may take one or more of the following actions if the Customer is suspected of a policy breach:

- 10.1. provide relevant government and regulatory authorities with information pertaining to suspected illegal activities or infringements of this AUP;
- 10.2. cease provision of the Internet Service to the Customer;
- 10.3. deny or suspend the Customer's access to, or limit the Customer's use of, the Internet Service; or
- 10.4. delete or edit any of the Customer's data stored on Aryon Pty Ltd's computer systems.

11. Complaints - in the event that the Customer suspects a violation of Aryon Pty Ltd's Acceptable Use Policy please forward electronic correspondence to support@aryon.com.au