

## Westnet Contact Details

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## Acceptable Use Policy

### 1.1 Definitions

In this section, unless the context requires otherwise:

"Account" refers to the Internet service account and or any other account created for the Customer by Westnet.

"Customer" refers to the person or entity applying to receive Service(s) – minors are specifically excluded unless they have prior written consent of their parents or guardians and Westnet.

"Service(s)" refers to the Internet access service and any and all other services provided by Westnet to the Customer from time to time.

"Company" refers to Westnet Pty Ltd.

"Abuse" means the conduct defined in clause 1.2 below.

"Denial of Service Attack" includes deliberate or reckless behaviour of the Customer that results in disturbance, disruption or damage to the Service or to computers, networks or services accessed using the Service.

"Misuse" means the conduct defined in clause 1.3 below.

"Spam" includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003.

"Virus" includes software designed to have a deleterious effect on the functioning of a computer that runs it or on the privacy of users of that computer, and includes Trojan horse software and spyware.

### 1.2 Abuse

The Customer may not use the Service to:

- send, allow to be sent, or assist in the sending of spam or viruses (including the use or distribution of any software designed to harvest email addresses);
- breach any law, statute or regulation of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia or commit any act which is identified in writing by a competent law enforcement official as being unlawful;
- without limiting (b) above, unlawfully transmit any copyright materials, illegal, obscene or libellous material, or any instructions which, if implemented, might cause damage or injury to any person or property;
- breach the security or integrity of the Company's equipment, or use the Company's equipment, network or resources to launch a denial of service attack or to gain unauthorised access to other systems or networks;
- threaten, menace or harass others; or
- breach any Acceptable Use Policies, rules, regulations or security provisions of any networks and computer systems to which the Customer gains access while using the Service.

### 1.3 Misuse

The Customer may not:

- resell the Service to other users or provide other users with the Customer's username and password;
- use the Service to place any system or network under excessive load of network traffic so as to impair the functioning of that system or network for its other users;
- engage in any behaviour designed to attract network abuse by third parties (including without limitation the installation of a "honeypot" system or providing one's email address to known senders of spam); or
- host any device or service that allows email to be sent between third parties not under the Customer's authority and control.

### 1.4 The Company's rights to suspend the Service

The Company may suspend its provision of the Service to the Customer without notice:

- if the Customer is in breach of clause 1.2 above; or
- if the Customer is in breach of clause 1.3 above, provided that the Company shall prior to or immediately following the suspension make reasonable attempts to contact the Customer to give the Customer the opportunity to address the problem.

### 1.5 Customer to minimise risk of breach

The Customer agrees to use its reasonable best endeavours to secure any device or network within its control against being used in breach of clause 1.2 or 1.3 above 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.

The Company's right to suspend the Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by the Customer including but not limited to through a virus.

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### 1.6 Company's right to scan for misconfigurations

The Company may scan any IP address ranges allocated to the Customer for its use with the Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

### 1.7 Company's right to terminate the Service

If the Service is suspended and the grounds upon which it was suspended are not corrected by the Customer within seven days, the Company may terminate the Service. In the event the Service is terminated under this clause, the Customer may apply for a pro rata refund of any pre-paid charges for the Service, but the Company will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension. In the event that the Service is terminated due to non-payment, a pro rata refund will not be applicable.

### 1.8 Without limiting 1.4 or 1.7 above, the Company may remove or disable access to copyright material which the Customer has made accessible on the Company's system or network if the Company:

- (a) becomes aware that the material is infringes the copyright of a third party; or
- (b) becomes aware of the facts and circumstances that make it apparent that the material is likely to infringe the copyright of a third party; and the Customer shall have no recourse against the Company for doing so.

### 1.9 The Customer understands that Westnet will remove content in a personal web space that does not adhere to the rules of the IIA (Internet Industry Association). This may include:

Content which is (or would be) classified RC or X by the Classification Board. Such content includes:

- (1) material containing detailed instruction in crime, violence or drug use;
- (2) child pornography;
- (3) bestiality;
- (4) excessively violent or sexually violent material;
- (5) real depictions of actual sexual activity; and

Content hosted in Australia which is classified R and not subject to a restricted access system which complies with criteria determined by the ABA. Content classified R is not considered suitable for minors and includes:

- (1) material containing excessive and/or strong violence or sexual violence;
- (2) material containing implied or simulated sexual activity;
- (3) material which deals with issues or contains depictions which require an adult perspective.

### 2.0 If an ADSL Customer disables static IP for a period longer than 30 consecutive days then the Company reserves the right to unassign that IP from Customer's Account.