1. GENERAL OBLIGATIONS

1.1 In receiving or using the Services, you must not do or attempt to do anything that:
   (a) violates any applicable local, state, federal or international laws, standards or codes of conduct;
   (b) infringes the intellectual property or privacy rights of any person, including any copyright, trade mark or other intellectual property right, property, hardware, software or information regardless of whether or not that material, or its publication or dissemination, is unlawful. This includes Customer Content that contains statements that may be defamatory, slanderous or threatening.
   (c) involves the publication or dissemination of material that we reasonably consider to be indecent, obscene, harassing, hateful, inflammatory or inappropriate, regardless of whether or not that material, or its publication or dissemination, is unlawful.
   (d) threatens the security or integrity of any network or otherwise interferes with or disrupts any network or network services (including their use, or access to a network service) or any network services or Equipment.
   (e) introduces any viruses or other malicious code into the Services or any network.
   (f) for the purposes of clause 1.1(g), interference or disruption may include distribution of unsolicited advertising or chain letters, repeated harassment of other network users, impersonating another user, falsifying your network identity for improper or illegal purposes, sending unsolicited bulk emails or updates from a server to send someone email after being asked to stop, and making涛las or “flashing”.
   (g) You must ensure that every End User also complies with this Acceptable Use Policy.
   (h) you are responsible and liable for any breach of the Acceptable Use Policy by any End User, even if they are using the Services without your authority. You should therefore take steps to secure the Services against unauthorised access and use.

1.2 When in connection with the Services, you may suspend or terminate a Customer Agreement or any Aspect of the Services at any time, in our discretion for any reason, whether or not we have a duty to do so under the Privacy Act 1988 Cth, including where we have instructed you that this clause applies to you.

1.3 You must ensure that every End User complies with this Acceptable Use Policy.

1.4 We, in connection with the Services, may, at any time, in our discretion for any reason, whether or not we have a duty to do so under the Privacy Act 1988 Cth, including where we have instructed you that this clause applies to you.

1.5 You must ensure that you, your End Users, or your End User’s respective Personnel or third party suppliers, or their respective Personnel, have taken reasonable steps to ensure that:
   (a) all Customer Equipment complies with applicable industry codes and standards, relevant occupational health and safety requirements, and any other specifications or standards required for safe and proper use.
   (b) Customer Equipment is only operated by people familiar with it, and in compliance with any instruction manuals, published specifications or manufacturers’ guidelines; and
   (c) the operating environment for all Customer Equipment conforms to relevant specifications and requirements, for example in relation to stable, spike free electricity supply, or environmental, service continuity or other requirements.

2. SPAM

2.1 You must not use the Services to:
   (a) send, allow to be sent, or assist in the sending of spam;
   (b) use or distribute software designed to harvest email addresses;
   (c) otherwise breach any laws relating to spam.

2.2 Without limiting our suspension rights under clause 4 of the Trading Terms, we may suspend any Services if:
   (a) we believe they are being used to host any device or service that allows email to be sent between third parties not under your authority and control; or
   (b) you or any End User is in breach of clause 2.1.

2.3 You must take reasonable steps, or (in accordance with any relevant industry standards and our directions from time to time) to secure any Equipment or network under your direction or control, and to prevent them from being used in breach of clause 2.1.

2.4 Where you have any responsibilities under the Spam Act and relevant industry codes, we may:
   (a) restrict your ability to forward emails;
   (b) limit access to any Service to a closed user group relevant to your use of the Service;
   (c) scan the IP address ranges we allocate to detect open or otherwise misconfigured mail and proxy servers; and
   (d) require you to take steps to comply, or assist us to comply, with any laws or codes relating to spam.

3. CUSTOMER CONTENT

3.1 You must not publish or disseminate any material (including via websites, mobile applications, blogs, social media, email, newsgroups or other channels accessible using the Services) which has been, or would be, classified by the Australian Classification Board as RC.

3.2 You must take reasonable steps to prevent minors from accessing or receiving any material that has been, or would be, classified by the Australian Classification Board as R.

3.3 You must ensure that Customer Content is created or stored on Customer Equipment or Our Equipment, or transmitted or accessed using the Services complies with this Acceptable Use Policy.

4. EQUIPMENT

4.1 You must ensure that:
   (a) all Customer Equipment complies with applicable industry codes and standards, relevant occupational health and safety requirements, and any other specifications or standards required for safe and proper use.
   (b) Customer Equipment is only operated by people familiar with it, and in compliance with any instruction manuals, published specifications or manufacturers’ guidelines; and
   (c) the operating environment for all Customer Equipment conforms to relevant specifications and requirements, for example in relation to stable, spike free electricity supply, or environmental, service continuity or other requirements.

4.2 You must provide us and our Personnel with full, free and safe access to all Customer Equipment under your direction or control to the extent required in order for us to perform our obligations under this Agreement.

5. OUR EQUIPMENT AND FACILITIES

5.1 You must:
   (a) not use Our Equipment for any purpose other than the intended purpose in the connection with the Services;
   (b) operate Our Equipment with due care and skill, in accordance with any relevant user manuals or operating instructions, and using appropriately qualified Personnel;
   (c) comply with all reasonable directions we give in relation to Our Equipment;
   (d) not allow Our Equipment to be altered (including any labels), repaired, serviced or moved, or connected to or disconnected from any other power source, by anyone other than Our Personnel;
   (e) if you or your Personnel sell or use any of our land, premises or facilities, you must, and ensure your Personnel comply, with all applicable laws, codes, standards or other requirements, any of our policies, manuals or procedures that apply to the land, premises or facility, including operational, induction, security and work, health and safety policies and any directions we give you.

6. BREACH OF THIS ACCEPTABLE USE POLICY

6.1 If we believe that you, any End User or any Person has or is about to do anything that breaches or would breach this Acceptable Use Policy, we may take any actions we consider appropriate to respond to or prevent the breach, or to deal with the consequences. These actions may include any of the following:
   (a) temporary or permanent removal of content or content publishing capabilities;
   (b) breaching, limiting or blocking of, or altering access to, Internet transmissions;
   (c) making a request on your behalf to the authorising body or to a regulatory or other authority to have content made transmissible;
   (d) immediate restriction or denial of access to or use of any land, premises, facilities or Our Equipment;
   (e) gathering information from any End Users involved in any complaining party, and examining or monitoring of transmissions and material on Our Equipment or any network;
   (f) cooperation with law enforcement authorities in relation to any suspected criminal activity, and with system administrators of Providers in relation to any misuse of a network; and
   (g) compliance with directions or requests made by any government agency.

6.2 We may choose to give you notice before taking any action under clause 6.1, but we are not required to do so.

7. NBN

7.1 Notwithstanding anything else in this Agreement:

7.2 To the extent permitted by law, and without excluding, restricting or modifying any rights or remedies to which you or your End Users may be entitled under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law you authorise us and our Personnel not to bring any claim (including any action, suit or proceeding of any nature or kind, whether in contract, tort [including negligence] at common law, in equity, under statute or otherwise however arising) against nbn, its Related Bodies Corporate or any of their respective Personnel, in connection with:
   (a) the supply (or any delay, failure to or defect in the supply) of any products or services which are direct or indirect inputs to the Services; or
   (b) the design and installation of any infrastructure required for the nbn network to be made available to nbn’s customers at the premises;
   which are the subject of this Agreement.

7.3 Clause 7.2 does not apply to a claim by you or your End Users for loss or damage suffered or incurred by you or your End Users arising from or in connection with:
   (a) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by nbn, its Related Bodies Corporate or any of their respective Personnel, in connection with;
   (b) the death or personal injury of any person to the extent caused or contributed to by:
      (i) negligent or willful acts or omissions of nbn, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
      (ii) any equipment or network owned, operated or controlled by nbn.

8. OTHER

8.1 In this Acceptable Use Policy, the terms in capital letters have the meaning set out in the Dictionary available at www.macquarie telecom.com. Unless otherwise indicated, any reference in this Acceptable Use Policy to a “clause” is a reference to a clause of this Acceptable Use Policy.