



Anittel Acceptable Use Policy

August 2010



ANITTEL ACCEPTABLE USE POLICY (“AUP”)

This is the Acceptable Use Policy for Anittel Pty Ltd (ABN 81 123 808 677) and Anittel Communications Pty Ltd (ABN 37 118 033 051) which also trades under the Anittel, 5Star Telecom, OfficeLink+, Accord, Aspirence, Axxis and OneNetworks brands (“we”, “us”, “our”).

1.1. Introduction:

- (a) If you have an agreement with us for a service (“Service”) that includes or incorporates this Acceptable Use Policy (“AUP”), you must comply with this AUP when you use that Service.
- (b) A reference to “you” in this AUP includes a reference to your officers, employees, contractors, agents and anyone else (other than us or our representatives) who use the Service.

1.2. What you cannot use the Service for:

You must not use the Service, attempt to use the Service or allow the Service to be used in any way:

- (a) which results, or could result, in you or us breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;
- (b) which results, or could result, in damage to property or injury to any person;
- (c) to harass, menace or stalk people;
- (d) which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- (e) which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;
- (f) to send, display or be otherwise involved in material which is obscene or defamatory;
- (g) which is, or which would be considered by a reasonable person to be, offensive or abusive;
- (h) to engage in any misleading or deceptive business or marketing practice;
- (i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
- (j) which infringes our or any other person's rights (including intellectual property rights and moral rights);
- (k) which constitutes a misuse of our or any other person's confidential information;
- (l) which results in a breach by you of any obligation that you owe to any person;
- (m) which could result in us incurring a liability to any person;
- (n) which could interfere with the Service, our networks or equipment or those of another person, or the provision of our Service to you or another person;
- (o) which attempts to manipulate or bypass any limitations on the Service by any means; or
- (p) to engage in conduct or activities that we consider could adversely affect or prejudice our reputation or brand.

1.3. What you cannot use the Service to do:

- (a) You are not authorised to access our computer systems or networks for any purpose other than to use the Service in accordance with this AUP and your agreement with us for supply of the Service.
- (b) You must not interfere with the proper operation of the Service or any other part of our network or systems; use the Service to contribute to, or participate in, a newsgroup, forum or chat room in a way that has an adverse effect on the proper operation of those newsgroups, forums and chat rooms.
- (c) You must not use the Service, attempt to use the Service or allow the Service to be used:
 - (i) to send, cause the sending of or otherwise be involved in the sending of, spam or usenet spam; spam means unsolicited bulk electronic messages of any kind (including email, fax, SMS and instant messages). Bulk means 20 electronic messages over a 10 minute consecutive period. Usenet spam means excessive electronic newsgroup messages. Excessive means posting the same or substantially the same message (“Message”) to one or more newsgroups resulting in a Bredbart Index of 20 or more. A Bredbart Index is calculated by multiplying the number of Messages by the square root of the number of newsgroups that they are posted to over a consecutive 45 day period;
 - (ii) in connection with any program (including a virus, Trojan horse, worm, cancelbot, time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow

any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is ours or anyone else's);

- (iii) to access or use our or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;
 - (iv) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you;
 - (v) to manipulate or bypass our content usage limits by any means including connecting multiple modems to the Service;
 - (vi) to participate in any peer to peer network, such as Bittorrent, eDonkey, or Kaaza; or
 - (vii) to download any content that breaches the owners' copyright.
- 1.4. Other obligations related to spam and usenet spam:
- (a) You must not benefit from spam or usenet spam (which includes causing or requesting any of your details to appear in spam or usenet spam and/or receiving responses to spam or usenet spam).
 - (b) You must not purchase, create, use, distribute, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, spam or usenet spam.
 - (c) If you send bulk solicited electronic messages, then:
 - (i) you must include in each message an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you ("Opt Out Notice"); and
 - (ii) if you are sent an Opt Out Notice, then you must immediately comply with the notice.
- 1.5. Email Limits:
- (a) We set limits on the size of emails sent to or by you, the period for which email messages can be stored and the maximum disk space that will be allotted on our servers for your Service.
 - (b) We may delete any electronic mail message sent by you or addressed to you if:
 - (i) the size of the mail message (including attachments) exceeds your mail quota;
 - (ii) the total of your undeleted messages (including attachments) exceeds your mail quota; or
 - (iii) you have not deleted the message within 180 days of it becoming available to you (whether read or unread).
 - (c) You will not send any electronic mail message that is sent using a [server/service] other than our SMTP server, unless we otherwise agree with you.
 - (d) We will delete any electronic mail message where the message has been stored in the deleted, spam, or outbox folders 7 days after the message becomes available to you or was sent by you.
 - (e) If we delete any electronic mail messages under this AUP, we are not required to notify you or the sender of the mail message(s).
- 1.6. Remedial Action:
- If you breach this AUP, we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so. The types of remedial action which we may take include:
- (a) for a serious breach, immediately terminating or suspending the Service;
 - (b) for a non-serious breach where the consequences are serious, immediately terminating or suspending the provision of the Service;
 - (c) for all other breaches, immediately suspending the Service and then terminating the Service if you do not remedy the breach;
 - (d) if the Service involves us publishing, hosting or making available material or content provided or selected by you, removing or disabling access to that material or content;
 - (e) giving you a notice to stop the activities or conduct, or to take steps to remedy your breach;
 - (f) giving you a warning that any further repetition of the activity or conduct will result in us immediately terminating or suspending the Service; and
 - (g) reporting of the activities or conduct to relevant authorities.