

## Important Note:

Smart Business Telecom and its distribution affiliates ("TelcoTalk") may revise this Acceptable Use Policy from time to time by posting a new version of this document on the TelcoTalk website: [www.telcotalk.com.au](http://www.telcotalk.com.au). Any new version will be effective on the date nominated in the posting but not before thirty (30) days have expired from the date of the posting unless TelcoTalk considers (in its sole discretion) that a period shorter than thirty (30) days is necessary or appropriate to protect the integrity or security of the TelcoTalk service or network.

Accordingly, users of this TelcoTalk service should consult this document regularly to ensure that their activities conform to the most recent version. In the event of a conflict between the term(s) of any Customer Terms and this Acceptable Use Policy, the term(s) of the Acceptable Use Policy will govern.

Questions regarding this Acceptable Use Policy and complaints of violations of the Acceptable Use Policy by other TelcoTalk users can be directed to Customer Support at [care@email.telcotalk.com.au](mailto:care@email.telcotalk.com.au).

## Introduction

The TelcoTalk NBN specific service (the "Service") allows subscribers to connect to the TelcoTalk's NBN related voice and broadband Service.

### 1. Illegal Activity

01. You must not use the Service for any activity that violates any local, state, federal or international law, order or regulation. Prohibited activities include, but are not limited to:
  - a. Posting, disseminating or in some cases accessing material which is unlawful. This includes material that is or would be classified RC or X and includes material that is or would be classified "R" where a restricted access system is not in place. Such content includes but is not limited to:
    - ii. Material containing detailed instruction in crime, violence or drug use;
    - iii. Child pornography;
    - iv. Bestiality;
    - v. Excessively violent or sexually violent material;
    - vi. Real depictions of actual sexual activity;
    - vii. Obscene material; and
    - viii. Content hosted in Australia which is classified R and not subject to a restricted access system which complies with criteria determined by the Australian Broadcasting Authority (ABA).

For more information about the regulatory regime applying to online content go to [www.aba.gov.au](http://www.aba.gov.au).

- b. Disseminating material which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
- c. Pyramid or other illegal soliciting schemes.
- d. Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

### 2. Security

- 2.1. You are responsible for any misuse of the Service, even for example, if the misuse was committed by a friend, family member, guest, employee or customer with access to your Service. You are also responsible for any misuse of your Service regardless of whether the misuse was with or without your consent. Therefore, you must take steps to ensure that others do not gain unauthorised access to your Service.
- 2.2. The Service must not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. It also must not be used in any attempt to circumvent the user authentication or security of any host, network

or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks. Use or distribution of tools designed for compromising security (such as password guessing programs, cracking tools, packet sniffers or network probing tools) is prohibited.

- 2.3. You must not disrupt the Service or our network through which the Service is provided (the "TelcoTalk network" being the TelcoTalk networks and its constituent parts including both software and hardware). The Service also must not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature also is prohibited.
- 2.4. You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. In particular, TelcoTalk recommends against enabling file or printer sharing of any sort. TelcoTalk recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

### **3. Inappropriate Content**

- 3.1. There may be content on the Internet or otherwise available through the Service that may be offensive to some individuals, or inappropriate for children. For example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children. TelcoTalk assumes no responsibility for the content contained on the Internet or otherwise available through the Service.

You must assume the risk of accessing content through the Service, and TelcoTalk shall have no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. However, one of the ways of minimizing the risk of accessing illegal or offensive content as well as managing children's use of the Internet is to use a filter software product.

- 3.2. You are solely responsible for any information which you publish on the web or other Internet services. You must also ensure that the recipient of the content is of an appropriate age. For example, you must take appropriate precautions to prevent minors from receiving your content that may be inappropriate. This includes implementing a Restricted Access System on content that is or would be rated R by the Classification Board. For further information about Restricted Access Systems see <http://www.aba.gov.au>. TelcoTalk reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example) or is likely to be defamatory of another person. For the purposes of this Acceptable Use Policy, "material" refers to all forms of communication including narrative descriptions, graphics (including photographs, illustrations, images, drawings and logos), executable programs, video recordings, and audio recordings. Commonwealth Legislation allows the Australian Broadcasting Authority (ABA) to direct TelcoTalk to remove certain prohibited or potentially prohibited content from its servers or prevent users from accessing certain Internet content. TelcoTalk may take any steps necessary in order to ensure compliance with any relevant industry code of practice, notification or direction from the ABA, including removing any content (including part or all of a website) from its servers, closing or suspending your Account, filtering the Internet content made available to you or restricting access to a particular website. TelcoTalk may take these steps at any time and without notice to you.
- 3.3. TelcoTalk is under no obligation to monitor transmissions made on the Service. However, TelcoTalk or its agents, have the right to monitor such transmissions from time to time and to disclose the same in accordance with the Customer Terms.

3.4. By using the Service to reproduce, publish, display, transmit or distribute content, a user is warranting that the content complies with this Acceptable Use Policy and authorizes TelcoTalk or its agents to reproduce, publish, display, transmit and distribute such content as necessary for TelcoTalk to deliver the content in a timely manner.

#### **4. Electronic Mail**

4.1. The Service must not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages must only be sent to those who have explicitly requested it.

4.2. The Service must not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

4.3. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Acceptable Use Policy or the equivalent Acceptable Use Policy or policy of any other Internet service provider or web site.

Moreover, unsolicited email may not direct the recipient to any web site or other resource which uses the TelcoTalk network.

4.4. Forging, altering or removing electronic mail headers is prohibited.

4.5. You may not reference the TelcoTalk network (e.g. by listing an IP address that belongs to the TelcoTalk network) in any unsolicited email even if that email is not sent through the TelcoTalk network.

4.6. "Mail Bombing" is prohibited (i.e. you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files, to a recipient with the intent to disrupt a server or account).

4.7. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

4.8. TelcoTalk is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will either return to sender, ignored, deleted, or stored temporarily at the sole discretion of TelcoTalk.

#### **5. Newsgroups**

5.1. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

5.2. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Our news software will automatically cancel any messages posted to nine or more newsgroups.

5.3. Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

5.4. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

5.5. TelcoTalk reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

5.6. You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup that contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties.

5.7. The Usenet news service included within the Service is provided for interactive use by the subscriber, using a commonly-available NNTP (Network News Transfer Protocol) client such as Outlook Express. Non-interactive clients that download Usenet articles in bulk are prohibited.

## **6. Bandwidth, Data Storage and Other Limitations**

- 6.1. You must at all times comply with the current bandwidth, data storage and other limitations of the Service.
- 6.2 You must not resell, share or otherwise distribute the Service (or any portion thereof) to any third party without the prior written consent of TelcoTalk. For example, you must not provide Internet access to others through a dial up or wireless connection, host shell accounts over the Internet, provide email or news service or send a news feed.
- 6.3 You must not run network services or provide network services to others via the Service. The use of a Local Area Network (LAN) for personal use is permitted.

## **7. Violation of Acceptable Use Policy**

- 7.1. TelcoTalk is not obligated to regularly monitor your usage of the Service. However, in its efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware that you or someone with access to your Service has violated this Acceptable Use Policy or you or someone with access to your Service, has used the Service in an inappropriate manner.
- 7.2. TelcoTalk prefers to advise customers of inappropriate behaviour and any necessary corrective action it deems necessary in its sole discretion. However, if the Service is used in a way that TelcoTalk, in its sole discretion, believes violates this Acceptable Use Policy, TelcoTalk may take any responsive action it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. TelcoTalk has no liability for any such responsive actions. The above-described actions are not TelcoTalk's exclusive remedies and TelcoTalk may take any other legal or technical action it deems appropriate.
- 7.3. TelcoTalk reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on TelcoTalk's servers and network. During an investigation, TelcoTalk may suspend the account or accounts involved and/or remove material which potentially violates this Policy.
- 7.4. You hereby authorize TelcoTalk or its agents, to cooperate with
- (i) law enforcement authorities in the investigation of suspected criminal violations, and
  - (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Acceptable Use Policy. Such cooperation may include TelcoTalk providing the username, IP address, or other identifying information about a user. Upon termination of an account, TelcoTalk is authorized to delete any files, programs, data and email messages associated with such account.
- 7.5. The failure of TelcoTalk to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Acceptable Use Policy is held invalid or unenforceable, that portion will be construed consistent with applied law as nearly as possible, and the remaining portions will remain in full force and effect. This Acceptable Use Policy is governed by the laws of the state of Victoria. You agree to submit to the jurisdiction of the courts of that State.