

Aditech Pty Ltd T/AS ADITEL - Acceptable Use Policy 1 March, 2011

Aditel requires that you have due regard to the law and the needs of others users. You will be held responsible for your use, the users of your systems, and any third party use.

Your use of Aditel's services constitutes your acceptance of this policy. Aditel reserves the right to modify this policy at any time and post changes on our website only.

1. Definitions

In this document, unless the context requires otherwise:

Aditel, WE, Our or Us refers to Aditech Pty Ltd T/AS Aditel [ABN 81 125 407 105]

Customer, You or Your refers to the person or legal entity using the service provided by Aditel.

Service or Services refers to the provision of all Aditel services to the customer.

Spam means:

- a) Commercial messages (including any offers, advertisements, promotions to supply goods, services, business or investments opportunities, or if purpose of the message is to assist or enable a person to dishonestly obtain a gain from another person);
- b) Sent to recipients who are not known to you, who have not requested the material, or who have not granted permission for the mail to be sent to them; and
- c) Delivered via electronic means including email, discussion groups, fax, SMS, MMS and ICQ messages.

2. Acceptable Use

Use of Aditel's services must:

- 2.1 Comply with all current laws and regulations, including but not limited to regulations relating to copyright, license agreements and patents
- 2.2 Comply with Aditel's terms and conditions
- 2.3 Comply with Aditel's mail service limits, as specified with each hosting service.

3. Unacceptable Use

3.1 By way of example, and not limitation, the following acts are expressly prohibited. The Services should not be used in any way which in the opinion of Aditel:

- a) Violates local, state, federal, or International Law;
- b) Could be considered threatening, obscene, indecent, defamatory, threatening or that otherwise could adversely affect any individual, group or entity.
- c) Is, or could reasonably be considered, Deceptive or fraudulent practice.
- d) Infringes on the intellectual property rights of others, including, but not limited to, copyrights, trademarks, service marks, trade secrets, patents.
- e) Are designed to violate this policy, which includes the facilitation of the means to spam by advertising, transmitting, or otherwise making available any software, program, product, or service, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
- f) Breaches, or has the potential to breach, the anti-spam laws in place in Australia. More information on Australia's Spam legislation can be found at http://www.aca.gov.au/consumer_info/spam/

- g) Where the FROM or REPLY TO email address is managed by Aditel, or any such actions which Aditel deems to potentially compromise or adversely affect service standards.
- h) Promotes deceptive and or illegal marketing practices, products or services
- i) Deliberately transmits computer viruses, worms, Trojan software, or other malicious programs.
- j) Interferes with, disrupts, or denies service including, but not limited to using any technique to intentionally degrade or disable the delivery of any legitimate data (e.g., denial of service attacks)
- k) Attempts to gain unauthorized entry to any site or network including, but not limited to, executing any form of network probing, monitoring or other information gathering on someone else's site or network.
- l) Attempts to circumvent host or user authentication or the security measures of any host, network or account.
- m) Maintains an Open Email Relay/Open Data or allowing any data to be sent through one's system by an unrelated third party, including, but not limited to, via open email gateways and open proxy servers.
- n) Manipulate or bypass Aditel's usage limits.
- o) 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.

3.2 The following acts are expressly prohibited in relation to Aditel's mail services:

- a) Harassment including, but not limited to, language, frequency or size of messages.
- b) Unauthorized use, or forging, of mail header information.
- c) Solicitation of mail for any other E-mail address other than of the poster's account or service with the intent to harass or to collect replies.
- d) Creating or forwarding "chain letter" or other "schemes" of any type.
- e) Infringement of mail service restrictions as defined by your service stated limits.
- f) Undertake activities which cause or may cause third party service providers to place Aditel's IP address on a blacklist and/or block those IP addresses.

4. Third Party Complaint Process

- 4.1 Complaints, from Customers or the Public, can be forwarded to Aditel via email to hosting@aditel.com.au where you believe there is a potential violation of this policy. Aditel management will review all complaints as quickly as possible and take all necessary actions as deemed appropriate by Aditel.
- 4.2 You have a right to complain to the Australian Broadcasting Authority (ABA) about content. If you discover content on a website hosted by Aditel you can make a formal complaint to the ABA via their website (www.aba.gov.au).

5. Enforcement of this policy

If, in the opinion of Aditel, a Customer is found to be in breach of this policy, Aditel reserves the right to:

- a) Filter, block, suspend and/or terminate access to the service at any time and without prior notice
- b) Notify and provide relevant information to authorities where it is deemed appropriate by Aditel.
- c) Delete any or all of your information, material, software or other content stored on our system at our sole discretion.

- 5.2 You agree that you will have no claim against Aditel in respect of any action reasonably taken by Aditel in its implementation of these Policies and you Indemnify Aditel against any claim by a User arising out of the same.