

## 1 Overview

This Acceptable Use Policy forms part of our Agreement and sets out requirements that apply to your use of Services we provide to you, including for connection to the Internet, other communication and information Services, and publicly accessible data and information systems. This Policy is designed to enable all Netbright customers to enjoy high quality, safe, and secure use of our Services.

Your obligation to comply with this Policy includes your obligation to ensure that any person who you authorise or permit to use your Service also complies with this Policy.

Failure to comply with this Policy may result in us limiting, suspending, or cancelling your Service.

## 2 General

You acknowledge that you will use reasonable endeavours to secure any device or network within your control against being used in breach of this Acceptable Use Policy by third parties, including where appropriate:

- installing and maintaining antivirus and firewall software;
- applying operating system and application software patches and updates;
- protecting your account information and password and taking all reasonable steps to prevent unauthorised access to your service, including securing any wireless (Wi-Fi) network that you operate;
- for residential users, requiring any persons (for example, other members of your household) that you allow to use your Service from time to time to also comply with this Policy; and
- for business and government users, maintaining and enforcing appropriate workplace and usage policies that are consistent with the requirements of this Acceptable Use Policy.

You acknowledge that content filtering, if required, is your responsibility and Australian government policy does not require Netbright to provide a content filtering service.

## 3 Unacceptable Use

If you engage in any conduct which breaks a law, damages, interferes or interrupts the Services or any network or system controlled by us, or a Supplier Network, you acknowledge that we may immediately suspend or cancel your Service without prior notice and without refund.

You must not use or attempt to use your Service to:

- to break any law or to infringe on another person's rights;
- in any way which may damage any property or injure or kill any person;
- hinder, restrict, impair or interfere with the normal operation of our network, systems and equipment or that of any Supplier Network, or any other person;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, monitor, use or control any other person's equipment, systems, networks or data without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data, without that person's consent;

- access, or attempt to access, the accounts or private information of others, or to penetrate, or attempt to penetrate, our or a third party's security measures, software or systems;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- hinder, restrict or interfere with the normal operation of our network, systems and equipment or that of any Supplier Network, other person;
- to access, store, reproduce, distribute, publish or commercially exploit any information or material of any kind that infringes any copyright, patent, trade mark, design or other intellectual property right;
- send or distribute unsolicited commercial electronic messages in breach of the provisions of the Spam Act 2003 (Cth); or
- send or distribute any material or take any other action with the aim of overloading any network or system (including our network and systems).

You must not use or attempt to use your Service to store, send, distribute or otherwise make available any content or material which:

- defames, harasses, threatens, abuses, menaces, offends or incites violence or hatred against any person or class of persons whether on grounds of gender, race, religion or otherwise;
- is prohibited or unlawful under any Commonwealth, State or Territory Law or classification system, or which is likely to be offensive or obscene to a reasonable person;
- is confidential, subject to copyright or any other rights of a third party (unless you have a lawful right to do so); or
- is otherwise illegal, fraudulent or likely to give rise to civil or criminal proceedings.

You, and any person who accesses your Service or makes payments for your Service, must not use, or attempt to use, our payment systems to access or store credit card data without our express consent in writing.

You must not authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the acts or engage in any of prohibited conduct described above.

You must use your Service in accordance with any usage or capacity limits stated in your Agreement. We may suspend or cancel your Service if you unreasonably exceed such limits or excessively use the capacity or resources of our network and systems in a manner which may hinder or prevent us from providing services to other customers.

## 4 Severability

You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable Laws as near as possible, and the remaining portions will remain in full force and effect.

## 5 Changes

We may vary this Policy by posting the revised Policy on our website [www.netbright.com.au](http://www.netbright.com.au). We may also give notice to you of any variation by email to the email address provided by you.

Continued use of your Service after such posting or notice will constitute your acceptance of the variation.

## 6 Definitions

Rules of interpretation and capitalised terms used in this Acceptable Use Policy are defined in the relevant Standard Form of Agreement (SFOA), or Master Services Agreement (MSA). Refer to [www.netbright.com.au/legal/terms-conditions](http://www.netbright.com.au/legal/terms-conditions).