

## Direct Communications Internet Acceptable Use Policy

**Please read this document carefully before accessing Direct Communications Internet's network and systems. By using any Direct Communications Internet service you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you may not access Direct Communications Internet's network or systems.**

### **Purpose**

This document constitutes the Acceptable Use Policy of Direct Communications Internet.

This document describes the guidelines that Direct Communications Internet uses in providing services to its customers and the rules to which Direct Communications Internet customers must adhere in order to continue to enjoy and allow others to enjoy optimum use of Direct Communications Internet's services via its network and systems.

### **Application**

This policy is applicable to all Direct Communications Internet customers. A breach of any of the terms and conditions of this policy by any Direct Communications Internet customer is strictly prohibited and may lead to the suspension or termination of the customer's service without notice.

All Direct Communications Internet customers must take responsibility for distribution, publication and enforcement of the Direct Communications Internet Acceptable Use Policy at their sites.

### **General Usage**

#### **Responsible Usage**

You must take responsibility for your actions on the network and systems you access through Direct Communications Internet. You must comply with rules, regulations and acceptable usage policies that are in force for each system you access. If you act recklessly or irresponsibly or your actions endanger Direct Communications Internet network or systems, your access may be suspended or terminated at any time without notice.

#### **Resource Usage**

Direct Communications Internet requires you to act responsibly when consuming resources on Direct Communications Internet's network and systems. If you unreasonably consume excess resources on Direct Communications Internet's network and systems, your access may be suspended or terminated at any time without notice.

#### **Secure Usage**

Direct Communications Internet requires you to take responsibility for maintaining the security of your Direct Communications Internet service. Protection of the security aspects of your service, like accounts and passwords, are your responsibility. Subsequent usage of your service by a third party will result in you being responsible for the charges incurred.

### **Unlawful or Unauthorized Usage**

#### **General**

Direct Communications Internet's services may only be used for lawful and authorized purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret.

#### **Unauthorized Usage**

Any attempt to access or modify unauthorized computer system information or to interfere with normal system operations, whether on the equipment of Direct Communications Internet or any computer system or network that is accessed by our services may result in the suspension or termination of your access. Unauthorized activities include, but are not limited to, guessing or using passwords other than your own, accessing information that does not have public permission, and accessing any system on which you are not welcome.

Any attempt to disrupt or interfere with users, services or equipment may result in the termination or suspension of your access. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolization of services, propagation or transmission of information or software which contains computer worms, trojan horses, virii or other

harmful components using the network to make unauthorized entry to any other machine accessible via Direct Communications Internet, sending harassing or threatening e-mail, and forgery or attempted forgery of e-mail messages.

You will be held liable for, and indemnify Direct Communications Internet for, all costs and damages, attributable to your unauthorized activities or disruptions.

### **Illegal or Fraudulent Usage**

You must not use, or allow any other person to use, the Direct Communications Internet's network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the Telecommunications Act 1989 (Cth), the Crimes Act 1958 (Vic) or under other applicable state and/or Commonwealth Laws.

### **Copyright**

It is your responsibility not to store on a Direct Communications Internet system, transfer or cause to be transferred over the Direct Communications Internet network, reproduce or make available for distribution through the Direct Communications Internet network, any data where the storage, reproduction, transfer, or distribution of that data is in contravention of the Copyright Act 1968.

### **Content**

Direct Communications Internet does not and cannot monitor or control the content and information accessed via Direct Communications Internet; Direct Communications Internet only provides access. Direct Communications Internet shall not be held responsible in any way for the content of the information accessed via Direct Communications Internet or offered for public access via Direct Communications Internet. It is you and/or your users and customers' responsibility to avoid whatever is found to be offensive or obscene on any system. You and/or your users and customers must take responsibility for the material placed on Direct Communications Internet's network and systems, and the statements made in mediums including, but not limited to, web pages, e-mail, chat or discussion forums. Content providers must clearly identify material unsuitable for minors and refrain from contributing prohibited material, including, but not limited to, material deemed obscene under the Classifications (Publications, Films and Computer Games) Act 1995 (Vic). Failure to comply with relevant legislation by you or your users and customers may lead to suspension or termination of your access.

### **Investigation by Authorities**

Direct Communications Internet reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Direct Communications Internet's network and systems is occurring. Direct Communications Internet cooperates fully with Commonwealth and State Police and other bodies investigating unlawful behavior on or via its network or systems.

Direct Communications Internet reserves the right to suspend your access if your usage of its network or systems is subject to any investigation.

### **Complaints**

To report a violation of Direct Communications Internet's Acceptable Use Policy, please send details, including any documentation, article or e-mail to [support@directcom.com](mailto:support@directcom.com).

### **General**

Direct Communications Internet reserves the right to suspend or terminate your service without refund should you or your customers breach, or assist, abet, encourage or incite another party to breach any of the above terms, conditions, rules, regulations or laws.

### **Disclaimer of Liability**

Direct Communications Internet disclaims all liability for, and does not accept any responsibility for, anything that may happen to you or your equipment, or any loss incurred by you through use of Direct Communications Internet, the use of any of the services provided by Direct Communications Internet, or the suspension or termination of your service by Direct Communications Internet. This disclaimer of liability does not supersede or replace any other obligation expressly provided in any Direct Communications Internet Service Agreement.