

Acceptable Use Policy

This Acceptable Use Policy is between Conekt Australia ABN 62 642 707 515 (we/us/our) and you (being the person and/or entity as described in the Solutions Document).

1 Scope

- 1.1 This Acceptable Use Policy (**this Policy**) governs the usage of our products and services (**the Services**). This Policy is incorporated by reference into each agreement we enter into with a client (the "Client") for the use of our Services.

2 Purpose

- 2.1 The purpose of this Policy is to enhance the quality of the Services and to protect our Clients, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This Policy applies to each Client and its employees, agents, contractors or other users of such Client who obtain Services from us (each such person being a "**User**"). Each User should use common sense and good judgment in connection with the Services.

3 Prohibited Uses

- 3.1 Users may not:

3.1.1 Utilise the Services to send unsolicited e-mail to third parties.

3.1.2 Utilise the Services in connection with any illegal activity. Without limiting the general application of this rule, Users may not:

- I. Utilise the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
- II. Utilise the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
- III. Utilise the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
- IV. Utilise the Services to export encryption software to points outside the Australia in violation of applicable export control laws; or
- V. Utilise the Services in any manner that violates applicable law.

3.1.3 Utilise the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users may not:

- i. Utilise the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicises the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person.
- ii. Utilise the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

3.1.4 Utilise the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Users may not:

- i. Utilise the Services to cause denial of service attacks against our or other network hosts or Internet users or to otherwise degrade or impair the operation of our and facilities or the servers and facilities of other network hosts or Internet users;
- ii. Utilise the Services to subvert, or assist others in subverting, the security or integrity of any of our or our agent's systems, facilities or equipment;
- iii. Utilise the Services to gain unauthorized access to the computer networks or Servers of any other person;
- iv. Utilise the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
- v. Utilise the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);
- vi. Utilise the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- vii. Utilise the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);
- viii. Utilise the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
- ix. Utilise the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
- x. Utilise the Services in any manner that might subject us to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect our public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by us in our sole discretion; or
- xi. Utilise the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

4 Violations

4.1 Disclaimer

- 4.1.1 We expressly disclaim any obligation to monitor our Clients and other Users with respect to violations of this Policy. We have no liability or responsibility for the actions of any of our Clients or other Users or any content any User may post on any Web site.

4.1.2 Reporting Violations.

- 4.1.3 We encourage Users to report violations of this policy by e-mail to: legal@conekt.com.au including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

4.2 Remedies.

4.2.1 If we learn of a violation of this Policy, we will respond to the applicable Client and may, in our sole discretion, take any of the following actions, in accordance with the severity and duration of the violation (but we have no obligation to do so):

- i. Warning the Client;
- ii. Suspending the offending Client from the Services;
- iii. Terminating the offending Client from the Services;
- iv. Imposing fees or charges on the offending Client account in accordance with the applicable service schedule or order for service;
- v. Removing the offending content;
- vi. Taking other action in accordance with this Policy, the applicable service contract or applicable law.

5 **Reservation of Rights**

5.1 Despite any agreements that otherwise might limit our ability to do so, we reserve the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving our Services, Clients and other Users. We reserve all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. We may utilise technical means to monitor communications into, and out of, our network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Client agrees that we are authorised to monitor communications through our network for such purposes.