



Acceptable Use Policy

By using any of Conexim's Services, the Customer agrees to comply with Conexim's Acceptable Use Policy ("AUP"). This Acceptable Use Policy is provided to give customers a clear understanding of Conexim's expectations in providing the service, ensuring continuity for all clients.

Your obligation to comply with this Policy also includes your obligation to ensure any person who you allow to use your web site or Service also complies with this Policy.

Conexim expects that the Customer has an understanding of the Internet's operation, acting responsibly and within the law. The following summarises unacceptable use of Conexim's services:

Any illegal activity, including, but not limited to unauthorised distribution or duplication of copyright material, fraud, violation of export restrictions, distribution of prohibited material, or other activities deemed illegal under any applicable law.

1. General Policy

1.1 The Customer must not or attempt to use Conexim's Services, Network or Equipment in a manner that violates:

1.1.1 Any applicable law, including, but not limited to laws governing unsolicited mail – Spam Act 2003; or

1.1.2 Infringement of copyright, trademarks or other intellectual property, misappropriation of trade secrets and electronic fraud, pornography, obscenity and libel.

1.2 The Customer must not or attempt to use Conexim's Services, Network, or Equipment in activities leading to interference or disruption, including but not limited to:

1.2.1 Distribution of unsolicited bulk email, chain letters, harassment, impersonation through falsifying network user or header information; or

1.2.2 The propagation of computer worms and viruses.

1.3 The Customer must not or attempt to engage in any activity that:

1.3.1 Disrupts network services to other users of Conexim's Network, including Denial of Service Attacks (including, but not limited to, mail bombing and network flooding), exploitation of discovered software or hardware vulnerabilities; or

1.3.2 Permits unauthorised access to any of Conexim's servers or infrastructure.

2. Customer Equipment

2.1 The Customer is responsible for ensuring that any Customer Equipment supplied by themselves:

2.1.1 Complies with any applicable standard or ACMA code for its safe and proper use;

2.1.2 Does not infringe any applicable law or intellectual property rights;

2.1.3 Is operated by operators familiar with the use of the equipment and its specifications.

2.1.4 Is suitable for Conexim's Operating Environment, including, but not limited to air conditioning levels, power provisions, cable runs and complies with relevant Australian Occupational Health and Safety Specifications.

3. Content

3.1 It is your responsibility to;

3.1.1 Manage the functionality and data accessed from your web site or service;

3.1.2 Determine what information or content is stored and accessed from your web site or service;

3.1.3 Manage who has access to your web site or service;

3.1.4 Take reasonable steps to safeguard that the content or data on your web site or service complies to any applicable law;

3.1.5 Ensure that only authorised personnel have access to administrative rights to your web site or services;

3.1.6 Ensure that your service environment (content, applications, data and configuration) is backed up at all times.

4. Security

4.1 It is the customer's responsibility to manage and maintain their own passwords for authorised users and administrators.

4.2 It is the customer's responsibility to protect their passwords from unauthorised users or third parties.

4.3 2 It is the customer's responsibility to ensure that the web site or service is not used to make inappropriate contact with children or minors.

5. Violation

5.1 If the Customer violates this Acceptable Use Policy, Conexim may at its discretion and depending on the nature of the breach, suspend the supplied Services immediately.

5.2 Conexim will endeavour to give the Customer a period of notice to remedy any breach of this Acceptable Use Policy; however this is solely at Conexim's discretion and in accordance with the law.

5.3 Conexim reserves the right to charge the Customer for any costs (including labour, time and materials) incurred by Conexim as a result of the breach.

6. Amendment

Conexim reserves the right to amend this Acceptable Use Policy at any time. Conexim will post the Acceptable Use Policy on its web site – <http://www.conexim.com.au>. The Customer must comply with the amended terms of the agreement.