
PART G: Crazy John's Acceptable Broadband Use Policy

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1. Application of this Part

- 1.1 The aim of this Acceptable Broadband Use Policy is to ensure that we provide quality Internet Services to all of our customers, and that no customer is disadvantaged by the conduct of others.
- 1.2 This Acceptable Broadband Use Policy applies to Crazy John's Internet Services.
- 1.3 Crazy John's may rely on the Acceptable Broadband Use Policy where Your usage of any Internet Service is Excessive or Unreasonable, as defined below.

2. Interpretation and Definitions

- 2.1 Certain words used are given a specific meaning located in the dictionary contained in schedule 1 of the General Terms. Those words are indicated by capitalising the word in this document.
- 2.2 **Unreasonable Use** has the meaning given by clause 4.2.
- 2.3 **Spam** means one or more unsolicited commercial electronic messages with an Australian link for the purposes of the *Spam Act 2003* (Cth), and derivations of the word "Spam" have corresponding meanings.

3. Your Obligations

- 3.1 Your use of the Internet Service is Your responsibility and entirely at Your own risk.
- 3.2 You are responsible for all Content and information that You access using the Internet Service. We do not monitor Content, and the Content You access using our Internet Service is not our responsibility. You are also responsible for any Content or material that You place, disseminate, access or host via any medium using the Internet Service. This includes but is not limited to Content in or on emails, chat rooms, discussion groups, discussion forums, instant messaging and web pages. If You provide Content using the Internet Service it is Your responsibility to comply with the *Broadcasting Services Act 1992* (Cth), any applicable Internet Industry Association Codes and any other applicable laws.
- 3.3 You are responsible for all equipment and software necessary to access the Internet Service as well as for the security and integrity of Your data, including accounts and passwords, except where we have agreed in writing that we shall be responsible for providing and managing certain equipment and software. This includes using Your best endeavours to install and maintain antivirus and firewall software.
- 3.4 You are responsible for Your actions when using the Internet Service. You are responsible for complying with any usage policies, rules and regulations that apply to the Internet Service or any network You access using the Internet Service. You must ensure that Your use of the Internet Service does not breach the *Spam Act 2003* (Cth) or the Internet Industry Association Spam Code of Practice.

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- 3.5 You must check Your system for viruses on a regular basis.
 - 3.6 You must notify us immediately of any change to Your e-mail address.
 - 3.7 You are responsible for ensuring You have the appropriate mechanisms or procedures in place to protect Your hardware and software from unauthorised usage (in particular from unauthorised third party usage).
 - 3.8 You must not permit any other person, other than adult members of Your household or others with Your express permission and under Your personal supervision, to use Your username and password to access the Internet Service. You accept responsibility for all aspects of use of the Internet Service by all persons using Your username and password.

4. Unreasonable Use

- 4.1 You must not use the Internet Service in a manner we consider to be an Unreasonable Use.
- 4.2 Unreasonable Use means:
 - (a) any fraudulent or other illegal conduct by You or anyone using the Internet Service;
 - (b) wholesaling, reselling or re-supplying the Internet Service without Crazy John's consent so that someone else may access or use the Internet Service;
 - (c) doing any act or thing which may damage, interfere with or otherwise impair the functionality of the Internet Service;
 - (d) any use of the Internet Service in a manner that may interfere with the technical operation of the Internet Service or any other computer, system or network;
 - (e) any use of the Internet Service in a manner which we consider to be offensive, derogatory, defamatory, harassing or contrary to the public interest or national security including, but not limited to, making lewd, obscene, threatening, abusing or defamatory remarks or inciting hatred to any other person or group;
 - (f) if You store, post or transmit or cause to be stored, posted or transmitted any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
 - (g) any use of the Internet Service which breaches any standards, content requirements or codes promulgated by any relevant authority including activities which may require Crazy John's to take remedial action under any applicable industry code;
 - (h) creating or transmitting information or software of any kind which contains viruses or other malicious elements including trojan programs, computer worms or spy software of any kind;

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- (i) monitoring data or traffic on any network or system if You do not have the authorisation of the owner of the network or system to do so;
 - (j) forging any TCP-IP packet header, any part of the header information or an e-mail source address in an email or newsgroup posting;
 - (k) providing false user information to us or other users;
 - (l) gaining access to a person's private information (or attempting to do so);
 - (m) disobeying the rules of any newsgroup, forum, e-mail mailing list or other similar group;
 - (n) using another site's mail server to mail without the express permission of the site;
 - (o) forwarding or propagating chain letters or malicious e-mail;
 - (p) inappropriate posting of the same or similar messages to one or more newsgroups (including by excessive cross-posting or multiple-posting);
 - (q) sending, allowing to be sent, or assist in the sending of Spam;
 - (r) using or distributing any software designed to harvest email addresses;
 - (s) soliciting e-mail for any other address other than that of the user, except with the full consent of the owner of the referred address;
 - (t) any act that would breach the *Spam Act 2003 (Cth)* or the *Spam Regulations 2004 (2004)*; or
 - (u) in general, breaching any generally accepted standards of Internet etiquette.

5. Indemnity

- 5.1 You bear all risk associated with Your use of the Internet Service and You indemnify and hold us harmless from all losses, damages, actions, claims, costs and expenses arising out of or in any way connected to the use of the Internet Service by You or any other person using Your membership identification and password..
- 5.2 You acknowledge that:
- (a) we are not responsible for the Content of the Internet Service;
 - (b) the Internet is not necessarily a secure and confidential method of communication and You transmit data at Your own risk;
 - (c) the Internet contains viruses, trojan programs and other computer programs that may destroy or corrupt data on Your own system and that we have no control over such programs or viruses and that we are not liable for any damage to, or loss of data caused by a virus or other similar program. You are solely liable for any unauthorised usage as a result of viruses, trojan programs, or other computer programs;
 - (d) use of the Internet Service including any Content You may obtain through or on the Internet Service is at Your sole risk;

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- (e) the Internet Service is provided without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion;
 - (f) You have not relied on our skill, judgment or any representation by us whatsoever in deciding whether the Internet Service is fit for any particular purpose;
 - (g) we are not responsible for any unsolicited or unwelcome information disseminated via the Internet to You or the consequences of You receiving such information; and
 - (h) we do not warrant that the Internet Service will be available continuously or free of faults.

6. Breach of the Acceptable Broadband Use Policy

- 6.1 To detect and deal with breaches of this Acceptable Broadband Use Policy, we may take the following actions:
- (a) scan any IP address ranges allocated to You for Your use with the Internet Service to detect the presence of open or otherwise misconfigured mail and proxy servers;
 - (b) cooperate with other service providers to control unacceptable user behaviour;
 - (c) give details of users who are suspected of breaking any laws in connection with the Internet Service to the appropriate law enforcement body or other regulatory body;
 - (d) implement technical mechanisms to prevent behaviour that breaches this Acceptable Broadband Use Policy; and
 - (e) exercise any rights we have under the Contract (such rights include the right to Suspend, Restrict or cancel Your Internet Service).
- 6.2 We may take any other action we deem appropriate, including taking action against You to recover the costs and expenses of identifying a breach of this Acceptable Broadband Use Policy.
- 6.3 We are under no obligation to monitor Your use of the Service. However, we may monitor Your use of the Service to ensure Your compliance with this Acceptable Broadband Use Policy. In conjunction with the relevant law enforcement body or other regulatory body, we may investigate any misuse of the Internet Service by You. If Your use of the Service results in loss to us or other users, we may require You to pay compensation.
- 6.4 If You, or someone with access to Your Internet Service, use the Internet Service in a way that we consider (in our sole discretion) to be a violation of this Acceptable Broadband Use Policy, we may take any responsive action we deem appropriate.
- 6.5 If You are in breach of this Acceptable Broadband Use Policy, we may, without further notice to You:
- (a) block access to, remove or refuse to post any Content or other data;
 - (b) Suspend or Restrict the Service (or any feature of it) for any period we think is reasonably necessary in accordance with the General Terms; or
 - (c) cancel Your Service in accordance with the General Terms.

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- 6.6 Our right to Suspend, Restrict or cancel the Service without notice to You under clause 6.5 overrides any requirements we may have to give You notice or Personal Notice under the General Terms or the relevant Service Description.

7. Our Rights

- 7.1 We reserve the right to modify, suspend or remove any part of the Internet Service at our sole discretion, without notice to You, at any time, including without limitation where it is necessary to do so for the efficient operation of our network or where the Internet Service is or has been used for an Unreasonable Use (at our sole discretion).
- 7.2 We reserve the right to automatically log You off from the Internet Service without notice and at any time, including where it is necessary to do so for the efficient operation of our network.
- 7.3 We reserve the right to vary the terms of this Acceptable Broadband Use Policy from time to time. You may access the most current version of the Acceptable Broadband Use Policy at www.crazyjohns.com.au/terms.
- 7.4 We may remove any Internet Content from any site using the Internet Service, whether it originates from You or not, at any time, without prior notice.
- 7.5 From time to time, the Australian Communications and Media Authority may direct us to remove Prohibited Content and potentially Prohibited Content from our servers or the Crazy John's Network or otherwise prevent end-users from accessing Prohibited Content. We may, without further notice to You, take any steps necessary to ensure compliance with any law, industry code of practice or direction of any relevant law enforcement body or other regulatory body.

8. Complaints

- 8.1 If You receive or access Content that You believe to be Prohibited Content or potentially Prohibited Content, You may report the Content to us by sending an email to customer.relations@crazyjohns.com.au. We may forward Your complaint to the Australian Communications and Media Authority if required by law or if we consider it necessary in the circumstances.
- 8.2 You may also report complaints of Prohibited Content or potentially Prohibited Content directly to the Australian Communications and Media Authority. You may lodge Your complaint with the Australian Communications and Media Authority via one of the channels identified below:
- Online <http://www.acma.gov.au/interforms/www.asp> (website content)
 <http://www.acma.gov.au/interforms/newsgroup.asp> (newsgroup postings)
 <http://www.acma.gov.au/interforms/other.asp> (peer-to-peer files)
- Email online@acma.gov.au
- Post Hotline Manager

Australian Communications and Media Authority

GPO Box Q500, Queen Victoria Building, NSW 1230

Facsimile Hotline Manager

(02) 9334 7799

- 8.3 If You receive Spam, You may report the Spam to us by sending an email to abuse@crazyjohns.com.au. We may forward Your complaint to the Australian Communications and Media Authority or another service provider if necessary in the circumstances.
- 8.4 You may also report complaints of Spam directly to the Australian Communications and Media Authority. You may lodge Your complaint with the Australian Communications and Media Authority via the online form available at http://www.acma.gov.au/interforms/australian_spam_complaint_email.asp.
- 8.5 If You believe that any Spam or Content You receive or access via the Internet Service is the result of misuse of personal information, You may report the matter to the Privacy Commissioner. If You believe that any Spam or Content You receive or access via the Internet Service contains misleading or deceptive material or material that is likely to mislead or deceive, You may report the matter to the Australian Competition and Consumer Commission.