

## MYREPUBLIC PTY LTD

MyRepublic's "Our Terms" provide that our customers must comply with the terms of Optus' Acceptable Use Policy. This Policy is set out below for the information of our customers.

### 1. About this Policy

- a. This policy is set out below - please read it carefully. Your use of the service is subject to the following rules and guidelines contained in this policy.
- b. The meaning of the words printed like this is set out at the end of this policy, the service description for the relevant service or in the consumer terms or SMB terms (as applicable to you). If a definition in this policy is inconsistent with a definition in the service description for the relevant service or in the consumer terms or SMB terms (as applicable to you), the definition in this policy applies.

### 2. General

- a. This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of OptusNet customers, or interfere more generally with the rights of Internet users.
- b. Some Optus Wireless Connect customers do not receive an OptusNet account as part of the service. Those parts of this policy that relate specifically to the OptusNet account do not apply to those Optus Wireless Connect customers.
- c. You are responsible for ensuring that use of the service and your OptusNet account (if any) complies with this policy. You are also responsible for any use of the service even if, for example, it was used, with or without your consent, by a friend, family member, guest or employee who gains

access to the service or your OptusNet account (if any).

- d. If we amend this policy, we may notify you, and you hereby consent to us sending you notices in such a way, by using one or more of the following methods:
- e. mail (to the last address you have given us),
  - i. email (to your primary email address), or
  - ii. notice on our OptusNet web site at [www.optus.com.au/optusnet](http://www.optus.com.au/optusnet) (if the service is a pre-paid service).
- f. You should consult this policy regularly to ensure that your activities conform to the most recent version.
- g. If there is an inconsistency between any other part of your agreement and this policy, this policy will apply.
- h. If you become aware of any violations of this policy by other OptusNet users you should contact us.

### 3. Illegal Activity

You must not use the service for any activity that breaches any law or violates any local, state, federal or international law, order or regulation.

- a. Prohibited activities include (but are not limited to):
  - posting, disseminating, or in some cases accessing, content which is unlawful, including:
    - iii. (content that is or would be classified by the Classification Board as RC rated or X rated and that is or would be classified by the Classification Board as R rated where a restricted access system is not in place,
    - iv. content which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain, or

- v. content that defames, harasses or abuses anyone or violates their privacy,
- b. pyramid or other illegal soliciting schemes, or
- c. any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

#### **4. Illegal Activity**

- a. You are responsible for any misuse of the service, as set out in clause (b) above. You must take reasonable steps to ensure that others do not gain unauthorised access to the service and your OptusNet account (if any).
- b. The service must not be used to obtain or attempt to obtain unauthorised access to any computer, system or network. If you do not have authorisation, prohibited activities include (but are not limited to):
  - i. accessing, monitoring or using any data, systems or networks,
  - ii. probing, scanning or testing the vulnerability of a system or network,
  - iii. breaching any security or authentication measures for a system or network,
  - iv. accessing the account or private information of any other person or entity,
  - v. accessing any server in violation of any acceptable use policy of that server, including any attempt to do any of the things mentioned in paragraphs (i) to (iv) above.
- c. You must not:
  - i. use (or attempt to use) or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools,
  - ii. knowingly transmit or disseminate any information or software, which contains a virus or other harmful feature,
  - iii. use (or attempt to use) the service in a manner that may interfere with the

- technical operation of the service or any other computer, system, network or telecommunications services, including (but not limited to) denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to 'crash' a host, or
- iv. interfere (or attempt to interfere) with the regular workings of our systems or network connections.
- d. You are solely responsible for the security of any device you choose to connect to the service, including any data stored on that device.
- e. We recommend against enabling file or printer sharing of any sort. We recommend that any files or services you do choose to make available for remote access be protected with a password or other appropriate measures to prevent unauthorised access.
- f. You must notify us immediately of any unauthorised or attempted unauthorised use of your service and any other breach or attempted breach of security.

#### **5. Risks of the Internet**

- a. Some activities that you can perform when accessing the Internet may be harmful or cause loss to you, other people that may access your service, or your equipment. Typical activities include (but are not limited to):
  - i. downloading content (including receiving emails) from the Internet which may introduce viruses or other harmful features to your computer,
  - ii. purchasing goods or services using the Internet,
  - iii. transmitting confidential information over the Internet (such as your credit card number or other personal information), or
  - iv. accessing and viewing content on the Internet or otherwise available through the service that may be offensive to some individuals, or inappropriate for

children (for example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children).

- c. You bear all risk associated with the activities referred to in paragraph (a) above, and we do not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities.
- d. You may minimise the risk of accessing illegal or offensive content as well as managing use of the Internet by using a filtering solution. We will provide access to one or more of these filtering solutions at a reasonable cost to you as part of the service.
- e. You have the right to make complaints to the Australian Communications and Media Authority about Internet content which is or would be classified by the Classification Board as X rated, RC rated, or R rated and does not have a restricted access system in place.

## 6. Content Publishing

You are solely responsible for any content that you publish via websites, email, newsgroups, online forums or other publishing mediums accessed via the service.

- a. You must not publish material that is or would be classified by the Classification Board as RC rated or X rated via websites, email, newsgroups or other publishing mediums accessible via the service.
- b. You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may be inappropriate for them. This includes implementing a restricted access system on content that is or would be classified by the Classification Board as R rated. We also encourage you to use appropriate warnings and / or labelling systems in respect of content which is likely to be considered unsuitable for children.
- c. We reserve the right to block access

to, to remove, or to refuse to post any content, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such content or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or intellectual property rights of others, or is likely to be defamatory of another person.

- d. Commonwealth legislation allows the Australian Communications and Media Authority to direct us to remove certain prohibited or potentially prohibited content from our servers or to prevent users from accessing certain Internet content. We may take any steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from the Australian Communications and Media Authority, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your OptusNet account, filtering the Internet content made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you.
- e. Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials. We may take any steps necessary in order to ensure compliance with a notification from a copyright owner or their agent, including removing any content (including part or all of a website) from our servers, closing or suspending your OptusNet account, filtering the Internet content made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you.
- f. We are under no obligation to monitor transmissions or published content

on the service. However, we (or our agents) have the right to monitor such transmissions or published content from time to time and to disclose that content.

- g. By using the service to reproduce, publish, display, transmit or distribute content, you warrant that the content complies with this policy and authorises us (or our agents) to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner.

## **7. Electronic Messaging**

- a. You must not use the service to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. You must only send such a message to those individuals who have explicitly requested it.
- b. The service must not be used to:
  - i. send messages to any individual or entity who has indicated that he/she/it does not wish to receive messages from you,
  - ii. collect or redirect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this policy, or the equivalent policy or any other policy of any other Internet service provider or web site. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any web site or other resource that uses our network.
- c. You must not:
  - i. obscure, alter or delete the source of messages that you send or forge message headers,
  - ii. send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account (for example, 'mail

bombing'),  
iii. send chain letters, whether or not the recipient wishes to receive such mailings.

- d. We are not responsible for forwarding or storing messages sent to any OptusNet account that has been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

## **8. Online Forums**

- a. This clause applies to online forums, in addition to clause 6.
- b. Messages posted to an online forum must comply with the written charters for that forum. You are responsible for determining the policies of a given forum before posting a message to it. Data files may only be posted to online forums that specifically permit this.
- c. Posting or cross-posting the same or substantially similar messages to more than eight online forums is prohibited.
- d. You must not disrupt or attempt to disrupt online forums by posting a large number of messages that contain no substantive content. Disruption occurs when normal discussion in the group is significantly hindered.
- e. You must not use the service to connect to an online forum from which you have been previously banned.

## **9. Automated Applications**

The service is provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when you are physically present at the computer. These activities include (but are not limited to) automated file downloading, IRC 'bots', continuous streaming media and peer-to-peer file sharing applications.

## **10. Violation of Acceptable Use Policy**

- a. If you, or someone with access to the service, use the service in a way that we,

in our sole discretion, believe violates this policy or any other term of your agreement, we may take any responsive action we deem appropriate.

- b. Such actions may include (but are not limited to) temporary or permanent removal of content and content publishing capabilities, filtering of Internet transmissions and the immediate suspension or cancellation of all or any portion of the service.
- c. We have no liability for any such responsive actions and may take any other legal or technical action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them. If your use of the service causes a loss to third parties and we are required to pay compensation, we may require you to reimburse us.
- d. We are not obligated to regularly monitor your usage of the service (including any content posted, disseminated or accessed by you), however we reserve the right to monitor your use of the service to identify violations of this policy, and to protect our network, the other users of this service, and other Internet users.
- e. We reserve the right to investigate suspected violations of this policy, including the gathering of information from the user(s) involved and the complaining party, if any, and examination of transmissions and material on our servers and network. During an investigation, we may suspend the OptusNet account(s) involved, interrupt transmissions and/or remove material that potentially violates this policy.
- f. In order to enforce this policy, you authorise us (or our agents) to cooperate with:
  - i. law enforcement authorities in the investigation of suspected criminal violations, and
  - ii. system administrators at other Internet service providers or other network or computing facilities.

Such cooperation may include us providing,

for example, the username, IP address or other identifying information about a user.

- g. Upon cancellation of an OptusNet account, we are authorised to delete any files, programs, data and email messages associated with the OptusNet account.
- h. Any failure by us to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- i. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.
- j. This policy is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside. You and we submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

## 11. What Do Words in this Policy Mean?

*Classification Board* is the Classification Board established under the Classification (Publications, Films and Computer Games) Act 1995 (Cth).

*electronic messaging* includes all forms of electronic communications to other individuals including email, instant messaging, web to SMS, Internet chat and online forums.

*filtering solutions* means Internet filtering software or system approved for use under the Internet Industry Association Content Codes of Practice registered under the Broadcasting Service Act 1992 (Cth). The Internet Industry Association provides a list of approved filtering solutions on its website - [www.iiia.net.au](http://www.iiia.net.au)

*online forum* mean a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists.

**OptusNet account** means the email account (if any) where you are billed (or you have prepaid) for one or more services and through which you can monitor and request changes to the service.

**OptusNet customers** means customers who are connected to one of the services.

**our network** means the network(s) used to supply the service to you as set out in the relevant service description.

**R rated** includes (but is not limited to) material containing excessive and/ or sexual violence, implied or simulated sexual activity, or materials which deal with issues or contains depictions that requires an adult perspective.

**RC rated** includes (but is not limited to) material containing detailed instruction in crime, violence or drug use, child pornography, bestiality, excessive violence or sexual violence, real depictions of actual sexual activity or obscene material.

**restricted access system** means a 'restricted access system' as referred to on the Australian Communications and Media Authority website at [www.acma.gov.au](http://www.acma.gov.au).

**service means** each of the Optus residential broadband over the NBN Network, the OptusNet Dial-Up Internet Service, the OptusNet Cable Internet Service or the OptusNet DSL Internet Service, as applicable to the individual user.

**services** means the Optus residential broadband over the NBN Network, the OptusNet Dial-Up Internet Service, the OptusNet Cable Internet Service and the OptusNet DSL Internet Service.

**X rated** includes (but is not limited to) material containing real depictions of actual sexual activity.