

# Acceptable Use Policy

## 1 GENERAL

- (a) If you acquire any service ("Service") under a contract with Sentrian Pty Ltd ("Sentrian Pty Ltd") which refers to an acceptable use policy ("Contract"), then this document, as amended from time to time by Sentrian Pty Ltd, constitutes that acceptable use policy ("AUP"). This AUP, as amended from time to time, shall be deemed to be incorporated into your Contract with Sentrian Pty Ltd.
- (b) In this AUP: "you, your" refers to each party to the Contract (other than Sentrian Pty Ltd) and include such party's (or parties') officers, employees, contractors, agents and anyone else (other than Sentrian Pty Ltd) who uses the Service.
- (c) You are responsible for all usage of the Service, whether such usage is by you or someone else (including without your knowledge or consent).
- (d) Given the worldwide nature of the internet, this AUP may have different application in different jurisdictions; for the avoidance of doubt, terms in this AUP which have a particular meaning in a given jurisdiction shall be deemed to have that meaning in that jurisdiction. Where this AUP refers to a general matter as well as a related specific matter, the reference to the specific shall not be deemed to limit the general.
- (e) This AUP has intentionally been drafted so as to have a broad application. To the maximum extent permitted by law, no provision of this AUP shall be read down for any reason.
- (f) Where this AUP imposes an obligation on you, such obligation is contravened if you attempt, aid, abet, counsel, procure, induce (or attempt to induce), or are in any way directly or indirectly knowingly concerned in or party to the contravention.

## 2 WAYS IN WHICH YOU MUST NOT USE THE SERVICE

You must not use or attempt to use the Service in any way which does or might:

- (a) harm (whether physically, financially or otherwise) another person (including Sentrian Pty Ltd);
- (b) damage another person's (including Sentrian Pty Ltd) property;
- (c) contravene any written or unwritten law, regulation, industry standard or code of conduct;
- (d) place Sentrian Pty Ltd in contravention (or at risk of being in contravention) of any written or unwritten law, regulation, industry standard or code of conduct;
- (e) contact a minor who is not known to you, without the consent of that minor's parent or guardian;
- (f) enable a minor to obtain access to inappropriate material;
- (g) harass, menace or stalk any person;
- (h) unlawfully discriminate against any person;
- (i) unlawfully vilify any person;
- (j) store, publish or disseminate any obscene material (including child pornography);
- (k) publish or disseminate any defamatory material;
- (l) infringe any person's (including Sentrian Pty Ltd) legal rights, including rights relating to intellectual property, fair trading, confidential information and trade secrets;
- (m) contravene any law relating to privacy;
- (n) engage in the practice known as "spamming"; or
- (o) contravene established internet forum conventions (known as "netiquette").

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### 3 SYSTEM AND NETWORK SECURITY

You must not use or attempt to use the Service in any way which does or might:

- (a) harm, disable, breach or interfere with Sentrian Pty Ltd's or its related bodies' corporate or suppliers' services, networks, facilities or equipment;
- (b) harm, disable or interfere with any person's newsgroup, forum or chat room;
- (c) create or knowingly disseminate any virus, trojan, worm, cancelbot, time bomb, hacking tool, or other harmful component;
- (d) enable any person to have unauthorized access to or control over any service, network, facility or equipment;
- (e) engage in a denial of service attack;
- (f) engage in the practice known as "flooding";
- (g) create, send or alter in any way or by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or
- (h) defeat any security measure or usage limit imposed by Sentrian Pty Ltd.

The level and degree of data backup and security measures that we take in relation to any single customer depend upon the service options chosen by that customer; each customer must play an active role in determining and maintaining its own data backup and security. You must ensure that appropriate data backup and security measures are taken in relation to your data, having regard to the criticality of the data, including using appropriate firewall and encryption technologies, applying latest security patches, disabling any unnecessary ports, routine backup, having multiple backups and/or redundant backups, archiving your data, and conducting regular security audits.

We will endeavor our best in relation to providing services for data backup and security, including in relation to: regular rotating backups; firewalls; encryption; redundancy; access control; and intrusion detection and prevention. Notwithstanding these efforts, however, no data is entirely secure and safe from a breach or failure of data backup and security. Accordingly, whilst we take reasonable steps in relation to data backup and security, we exclude all warranties and disclaim to the full extent permitted by law all liability in relation to data backup and security.

### 4 DOWNLOAD AND USAGE LIMITS

You must comply with any download limits contained in the Contract, including:

- (a) any limit on the size of downloads;
- (b) any limit on the nature of downloads; and
- (c) any limit on the total storage space allocated to your Service.

Sentrian Pty Ltd may charge you a fee for excessive usage of the Service.

Sentrian Pty Ltd may without notice delete any content which in its opinion, acting reasonably, does or might contravene this AUP.

If in Sentrian Pty Ltd's opinion, acting reasonably, your Service generates an amount of traffic which consumes an excessive amount of Sentrian Pty Ltd's network resources, Sentrian Pty Ltd will send you a warning (except in circumstances where this is not practicable). If we are unable to contact you or if there is continued excessive use of Sentrian Pty Ltd's network resources, this may result in suspension of the Service. If your Service remains suspended for this reason for 30 days or more, then we reserve the right to terminate the Service.

### 5 DISCLAIMER OF LIABILITY

Sentrian Pty Ltd does not ordinarily monitor or control the content of material traversing any Service. Sentrian Pty Ltd disclaims all liability and responsibility arising from material which you (or any person under your custody, guardianship or authority) access via the Service. This provision is in addition to any limitation or exclusion of liability in the Contract.

### 6 VARIATIONS TO THIS AUP

Sentrian Pty Ltd may vary this AUP upon 30 days' notice to you.

### 7 SENTRIAN PTY LTD'S RIGHTS

- (a) You must immediately inform Sentrian Pty Ltd of any actual or possible contravention of this AUP.
- (b) If in Sentrian Pty Ltd's opinion, acting reasonably, you have or might contravene this AUP, Sentrian Pty Ltd may in its absolute discretion, immediately and without notice suspend or terminate the Service or any part of the Service; in such circumstances, Sentrian Pty Ltd may also notify other relevant service providers of your identity. Sentrian Pty Ltd is not required to give you notice before doing so.

- (c) Sentrian Pty Ltd may take any step which in its opinion, acting reasonably, is necessary or appropriate to enforce this AUP (including monitoring the Service and providing your details, content and/or e-mails to a law enforcement agency), or to investigate any matter relating to an actual or possible contravention of this AUP. Sentrian Pty Ltd may in its absolute discretion suspend the Service during the pendency of such investigation. Sentrian Pty Ltd is not required to give you notice before exercising its rights under this provision.
- (d) You must fully defend and indemnify (on an indemnity cost basis) Sentrian Pty Ltd in relation to any contravention and/or enforcement of this AUP.
- (e) This AUP is without prejudice to any action, right or remedy otherwise available to Sentrian Pty Ltd.
- (f) Sentrian Pty Ltd may charge you a fee for reconnecting or re-instating a service which has been suspended or terminated.
- (g) Nothing in this AUP imposes any obligation on Sentrian Pty Ltd or requires Sentrian Pty Ltd to do or omit from doing any thing.