

1. Purpose

This Internet Acceptable Use Policy ("**Policy**") sets out the rules which apply to use of our dial-up or broadband internet connection services ("**Internet Services**"), including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy the best use of our Internet Services.

2. Application

This Policy applies to all customers who acquire Internet Services from us. Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use your Internet Service also complies with this Policy.

Your failure to comply with this Policy (including by any person who you allow to use your Internet Service) may lead to the suspension or termination of your Internet Service.

3. Responsible Usage

You are responsible for your actions on our telecommunications network ("**Network**") and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will **not** use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- do anything, including store, send or distribute material, which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code standard or content requirement of any other competent authority;
- do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
- forge header information, email source address or other user information;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- Compromise the security or integrity of any network or system including our Network;
- access download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising bulk electronic messages or spam or overload any network or system including our Network and systems;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system;
- authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts;

4. Excessive use

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

5. Security

You are responsible for maintaining the security of your Internet Service, including protection of account details, passwords and protection against unauthorized usage of your Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use up to date anti-virus software. You are responsible for all charges incurred by other persons who you allow to use your Internet Service, including anyone to whom you have disclosed your password and account details.

6. Copyright

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download from the Internet and copy, store, send or distribute using your Internet Service.

You must not use your Internet Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 1968 (Cth) or any other applicable laws.

You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights of any person.

7. Content

You are responsible for determining the content and information you choose to access on the Internet when using your Internet Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Internet Service.

You must not use or attempt to use your Internet Service to make inappropriate contact with children or minors who are not otherwise know to you.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Internet Service without notice. If we have reason to believe you have used your Internet Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

8. Regulatory Authorities

You must label or clearly identify any content you generally make available using your Internet Service in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the Classification (Publications, Films and Computer Games) Act 1995 (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation allows the Australian Communications and Media Authority ("**ACMA**") to direct us to remove from our Network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We also cooperate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. GeoMedia Broadband may take these steps at any time without notice to you.

You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge that GeoMedia Broadband reserves the right to limit, suspend or terminate your Internet Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Internet Service is subject to any investigation by law enforcement or regulatory authorities.

9. Complaints

If you have a complaint about content accessible using your Internet Service you may contact ACMA by filling out an online complaint form at acma.gov.au, emailing online@acma.gov.au or faxing your complaint to the ACMA Content Assessment Hotline Manager on (02) 9334 7799. Please note that all complaints to ACMA must be in writing. You may also report a violation of this Policy by emailing us at support@geomedia.com.au.

If you have a complaint about our internet service you should first contact our complaints department on complaints@geomedia.com.au. Should you not get satisfactory resolution of your complaint the Telecommunications Industry Ombudsman is an office of last resort to assist you in your complaint. The TIO can be contacted on 1800 062 058 or by emailing tio@tio.com.au

10. Suspension or Termination

GeoMedia reserves the right to restrict, suspend or terminate your Internet Service should you fail to comply with this Policy or you assist, abet, encourage or incite another person to breach this Policy.

11. Changes

GeoMedia may vary this Policy by posting the revised Policy on geomedia.com.au. GeoMedia may also give notice to you of any variation of this Policy by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with us. Your continued use of your Internet Service after such posting or notice will constitute acceptance of the variation.