

Acceptable Use Policy



General

- 1.1 This Acceptable Use Policy (AUP) forms part of Evolution IT's (EVIT's) service agreement with you.
- 1.2 This Acceptable Use Policy is subject to review from time to time.
- 1.3 The "Service" refers to the service agreed to in your contract or agreement with EVIT.
- 1.4 Our aim is to ensure that we can provide a quality service to all our customers and to ensure that no customers are disadvantaged by the actions of other customers.
- 1.5 Whilst EVIT will endeavor to notify you of any breach of this policy in advance of taking any action, we reserve the right to suspend or cancel the Service without notice to you if in our reasonable opinion use of your Service is causing degradation or detriment to EVIT, or other users.
- 1.6 You must not resell the Service to any other user or commercially exploit the Service without our prior written agreement.
- 1.7 EVIT reserves the right to limit, suspend or terminate the Service without notice if any of the activities listed below are found to have occurred.

Data Services

- 2.1 This section applies to the use of any data service, for example but not limited to, all NBN services and ADSL services; it applies to both Business and Personal use.
- 2.2 You must use the Service in a responsible manner, and not let the effects of your use of the service unduly affect other users on the network.
- 2.3 You must not use the Service, or allow anyone else to use the Service:
 - for illegal, malicious, improper or other unlawful purpose;
 - in any way, which unduly interferes with other users on the network
 - in any way that interferes in the proper operation of the network;
 - to knowingly transmit a computer virus or other malicious computer program;
 - to access or damage other user's computer system without permission;
 - to infringe the intellectual property rights of other users;
 - to disclose confidential or private information of another user;
 - to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that violates any law or regulation;
 - to post, disseminate, or in some cases access, content which is unlawful, including content that would be classified by the Classification Board as RC 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;
 - to enable a minor to access material inappropriate for a minor;
 - to harass or menace any person;
 - to conduct or promote a business that is illegal;
 - to breach any laws or infringe any third-party rights (including without limitation copyright, intellectual property, defamation, harassment, abuse and privacy) or to breach any

standards, content requirements or codes promulgated by any relevant authority or industry body;
or

- to attempt to do any of the forgoing.

2.4 You must not use the Service to:

- send spam, send bulk and/or unsolicited emails or 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;
- send emails that hide or obscure the source of the email you send, that contain invalid or forged headers or domain names or deceptive addressing;
- receive responses from bulk unsolicited email where the original was distributed by you, even if not via the Service;
- 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;
- relay email from a third party's mail server without permission;
- collect or harvest screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
- send large or numerous emails with the purpose of disrupting another's computer or account;
- send email that may damage or affect the performance of the email recipient's computer;
- persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person;
- send emails that are offensive, defamatory or for the purposes of soliciting money by deceptive means; or
- send or receive high volumes of emails, data or phone calls by utilising an automated programs of any type

2.5 You must not use the service to interfere with user groups' message forums or any other social media by:

- engaging in mass posting of messages or the posting of messages to inappropriate newsgroups or social media;
- posting advertisements other than in newsgroups or social media that specifically encourage or permit advertising;
- post binary files other than in newsgroups or social media that specifically encourage or permit such postings;
- post large or numerous messages with the purpose of disrupting a newsgroup or social medium; or
- send messages that contain invalid or forged headers or domain names or deceptive addressing.
- What constitutes appropriate Usenet newsgroups, social media or appropriate advertising venues will be determined by us.

2.6 If you reach your monthly usage quota in any month (as defined by your anniversary date), you will be charged excess data at a rate of \$2/GB as appropriate until commencement of the next billing period.

2.7 EVIT is obligated to comply with nbn co's fair usage policy. Stringent controls are in place to maintain compliance with this policy, to ensure that both our average and maximum usage requirements are met. In support of this obligation we may place restrictions on your service at any time without notice.