

MYSHARE INTERNET ACCEPTABLE USE POLICY

Last modified: 29 January 2002

Important Note: This Acceptable Use Policy must be read subject to the Terms and Conditions to be found in the "Terms and Conditions" section at <http://www.Myshare.net.au/terms.html> on the home page of Myshare Internet Pty Limited (ACN 091 319 167) ("Myshare") located at <http://www.Myshare.net.au>.

Myshare may revise this Acceptable Use Policy from time to time by posting a new version on the Myshare web site in the "Terms and Conditions" section <http://www.Myshare.net.au/terms.html> on the Myshare home page. Capitalised terms defined in the Terms and Conditions have the same meaning in this Acceptable Use Policy. Any new version will be effective on the date nominated in the posting but not before 30 days have expired from the date of the posting unless Myshare considers (in its sole discretion) that a period shorter than 30 days is necessary or appropriate to protect the integrity or security of the Myshare service or network. Accordingly, users of this Myshare service should consult this document regularly to ensure that their activities conform to the most recent version. In the event of a conflict between the Terms and Conditions and this Acceptable Use Policy, the Terms and Conditions will prevail. Questions regarding this Acceptable Use Policy and complaints of violations of the Acceptable Use Policy by other Myshare users can be directed to Customer Support at security@Myshare.net.au. This Acceptable Use Policy was adopted on 1 August 2001.

Introduction

Myshare provides a variety of Internet services to residences and businesses. The Myshare service (the "Service") allows subscribers to connect to the Myshare and/or Service Partners backbone network and the Internet. The Service uses resources that are shared with many other customers. Moreover, the Service provides access to the Internet that is used by millions of other users. Each user benefits by being able to share resources and communicate with other members of the user community. However, as with any community, the benefits and privileges available from the Service and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Your use of the Service is subject to the following rules and guidelines. Each customer of Myshare is responsible for ensuring that the use of the Service through their account complies with the rules and guidelines contained in this Acceptable Use Policy. The consequences of violation of this Acceptable Use Policy are set out in Section 9, and include the right for Myshare to immediately terminate the provision of the Service.

1. Illegal Activity

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

Prohibited activities include, but are not limited to:

Posting, disseminating or in some cases accessing material which is unlawful. This includes material that is or would be classified RC or X and includes material that is or would be classified R where a restricted access system is not in place. Such content includes but is not limited to: material containing detailed instruction in crime, violence or drug use; child pornography; bestiality; excessively violent or sexually violent material; real depictions of actual sexual activity; obscene material; and content hosted in Australia which is classified R and not subject to a restricted access system which complies with criteria determined by the Australian Broadcasting Authority (ABA). For more information about the regulatory regime applying to online content go to <http://www.aba.gov.au>.

Disseminating material 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.

Pyramid or other illegal selling or soliciting schemes.

Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

2. Security

2.1. You are responsible for any misuse of the Service made available to you, even for example, if the misuse was committed by a friend, family member, guest, employee or customer with access to your Service, regardless of whether the misuse was with or without your consent. Therefore, you must take steps to ensure that others do not gain unauthorised access to your Service.

2.2. The Service must not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of that person. It also must not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks. Use or distribution of tools designed for compromising security (such as password guessing programs, cracking tools, packet sniffers or network probing tools) is prohibited.

2.3. You must not disrupt the Service or the Myshare or Service Partner networks through which the Service is provided (the " Myshare Network" being collectively the Myshare and Service Partner networks and their collective constituent parts including both software and hardware). The Service also must not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited.

2.4. You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. In particular, Myshare recommends against enabling file or printer sharing of any sort. Myshare recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

3. Inappropriate Content

3.1. There may be content on the Internet or otherwise available through the Service which 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. Myshare assumes no responsibility for the content contained on the Internet or otherwise available through the Service. You assume the risk of accessing content through the Service, and Myshare shall have no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. However, one way of minimising the risk of accessing illegal or offensive content as well as managing children's use of the Internet is to use a filter software product. Myshare does not provide access to filter products. Access to these services is available to subscribers via third party vendors. You have the right to make complaints to the ABA about Internet content which is or would be rated R, X or RC. Please refer to the ABA home page (www.aba.gov.au) for information on ways to control content accessible on the Internet.

3.2. You are solely responsible for any information which you publish on the web or other Internet services. You must also ensure that the recipient of the content is of an appropriate age. For example, you must take appropriate precautions to prevent minors from receiving your content that may be inappropriate. This includes implementing a Restricted Access System on content that is or would be rated R by the Classification Board. For further information about Restricted Access Systems see <http://www.aba.gov.au>.

Myshare reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material 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 property rights of others (copyrights or trade marks, for example) or is likely to be defamatory of another person. For the purposes of this Acceptable Use Policy, "material" refers to all forms of communication including narrative descriptions, graphics (including photographs, illustrations, images, drawings and logos), executable programs, video recordings, and audio recordings. Commonwealth Legislation allows the ABA to direct Myshare to remove certain prohibited or potentially prohibited content from its servers or prevent users from accessing certain Internet content. Myshare may take any steps necessary in order to ensure compliance with any relevant industry code of practice, notification or direction from the ABA, including removing any content (including part or all of a website) from its servers, closing or suspending your Account, filtering the Internet content made available to you or restricting access to a particular website. Myshare may take these steps at any time and without notice to you.

3.3. Myshare is under no obligation to monitor transmissions made on the Service. However, Myshare or its agents, have the right to monitor (or request Service Partners to monitor) such transmissions from time to time and to disclose the same in accordance with the Customer Terms.

3.4. By using the Service to reproduce, publish, display, transmit or distribute content, a user is warranting that the content complies with this Acceptable Use Policy and authorises Myshare, Service Partners or their agents to reproduce, publish, display, transmit and distribute such content as necessary for Myshare to deliver the content in a timely manner.

4. Electronic Mail

4.1. The Service must not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages must only be sent to those who have explicitly requested it.

4.2. The Service must not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

4.3. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Acceptable Use Policy or the equivalent Acceptable Use Policy or policy of any other Internet service provider or web site. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the Myshare Network.

4.4. Forging, altering or removing electronic mail headers is prohibited.

4.5. You may not reference the Myshare Network (e.g. by including "organisation: Myshare " in the header or by listing an IP address that belongs to the Myshare Network) in any unsolicited email even if that email is not sent through the Myshare Network

4.6. "Mail bombing" is prohibited (i.e. you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files, to a recipient with the intent to disrupt a server or account).

4.7. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

4.8. Myshare is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily at the sole discretion of Myshare.

5. Newsgroups

5.1. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups.

Advertisements, solicitations or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

5.2. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited.

5.3. Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

5.4. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

5.5. Myshare reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

5.6. You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup that contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow -ups to messages with no new text. Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties.

5.7. The Usenet news service included within the Service is provided for interactive use by the subscriber, using a commonly-available Network News Transfer Protocol (NNTP) client such as Outlook Express. Non-interactive clients who download Usenet articles in bulk are prohibited.

6. Internet Relay Chat

6.1. The Service may be used to participate in "chat" discussions. These discussions may be hosted by Myshare Network servers, by third party servers or may not involve any servers at all. In all cases, Myshare does not normally monitor the contents of the discussion and is not liable for the contents of any communications made via Internet chat.

6.2. The Service must not be used to perform chat "flooding". Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

6.3. Any computer or other device connected through the Service must not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs must not be used when the account holder is not physically present at the device.

6.4. The Service must not be used to send messages that disrupt another Internet user's equipment, including software, hardware and user display.

6.5. The Service must not be used to access any chat server in violation of the acceptable use policy of that server. The Service must not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges that have not been authorised.

6.6. You must not use the Service to connect to chat servers or channels from which they have been previously banned.

6.7. The Services must not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages.

6.8. Forging, altering or obscuring your identity (other than using a nickname from which Myshare could if necessary determine your real name) while participating in chat sessions is forbidden.

7. WebSpace

7.1. As part of the Service, Myshare may provide storage space and access for web pages. You are solely responsible for any information that you publish on your web space. You must ensure that the intended recipient of the content is of an appropriate age. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. This includes implementing a Restricted Access System on content that is or would be rated R by the Classification Board. For further information about Restricted Access Systems see <http://www.aba.gov.au>.

Myshare reserves the right to remove or refuse to post any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: obscene material, defamatory, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trade marks, for example). For purposes of this ACCEPTABLE USE POLICY, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings and audio recordings.

7.2. Myshare will not routinely monitor the contents of your web space. However, Myshare and Service Partners have the right to monitor such content and, if complaints are received regarding language, content or graphics contained on your web pages, Myshare may remove the web page hosted on the Myshare Network servers and terminate your Personal web space service if Myshare determines that you have violated the terms of this Acceptable Use Policy.

8. Bandwidth, Data Storage and Other Limitations

8.1. You must at all times comply with the current bandwidth, data storage and other limitations of the Service. You must ensure that your activity on the Myshare Network does not represent (in the sole judgment of Myshare) an unusually large burden on the Myshare Network. This is necessary to ensure that the quality of the service is not impacted upon given the physical constraints and residential consumer orientation of the service. You must also ensure that your activity does not improperly restrict, inhibit or degrade any other user's use of the Service.

8.2. You will be deemed to represent an unusually large burden on the Myshare Network if the bandwidth you utilise via the Services (your 'Usage') exceeds 5 times the Average Customer Usage during any Usage Period. If your Usage exceeds 5 times the Average Customer Usage during a Usage Period you will be in automatic breach of this Acceptable Use Policy and the Customer Terms and Myshare will be entitled to immediately terminate the supply of the Services to you without further notice.

8.3. You may monitor your Usage by accessing the "Usage" web page located in the 'Members' section of the web site. The Monitor provides each user with the ability to:

individually monitor and compare their Usage in relation to the Average Customer Usage together with their usage pattern; and self-regulate their Usage.

8.4. If you believe that you may exceed the limit of 5 times the Average Customer Usage during a Usage Period with your daily internet activity, you may contact Myshare for suggestions on how to more effectively use the Service or reverse your adverse usage trend.

8.5 For the purpose of this clause 8:

'Average Customer Usage' means the average amount of bandwidth consumed by all users of the Service over the Usage Period (after removing from the calculation the highest and lowest 5% of bandwidth users), as determined by Myshare. To do this, Myshare will use information gathered from the users' modems. The intention of the 'normalisation' of the Average Customer Usage is to avoid skewing the calculation towards the extremities of usage.

'Usage Period' means any consecutive 14 day period during which Myshare provides the Service to you. The 'rolling' nature of the Usage Period is deliberate and designed so that that trends in the user's Usage are evident and that an intense one-off period of usage in itself may not cause the user to breach the threshold of 6 times' Average Customer Usage;

a 'day' runs from midnight to midnight; Myshare may at its sole discretion, adjust the calculation of your Usage or the Average Customer Usage over any days within the Usage Period due to any factors that, in Myshare's opinion, may have a significant impact on those calculations.

8.6 In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Myshare's ability to deliver the Service and monitor the Service, backbone, network nodes, and other network services and components (both software and hardware) of the Myshare Network.

8.7 You must not resell, share or otherwise distribute the Service (or any portion thereof) to any third party without the prior written consent of Myshare. For example, you must not provide Internet access to others through a dial up or wireless connection, host shell accounts over the Internet, provide email or news service or send a news feed.

8.9 You must not run network services or provide network services to others via the Service. The use of a Local Area Network (LAN) for personal use is permitted. The Myshare residential service includes personal web space accounts for publishing personal web pages. Examples of prohibited use include, but are not limited to, providing network services for e-mail, http, (Hypertext Transfer Protocol) ftp, (File Transfer Protocol) irc, (Internet Relay Chat) dhcp (Dynamic Host Configuration Protocol) or multi-user interactive forums.

8.9 Automated programs such as "bots" or "clones" must not be used when you are not physically present at the device.

9. Violation of Acceptable Use Policy

9.1. Myshare is not obligated to regularly monitor your usage of the Service. However, in its efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware that you or someone with access to your Service has violated this Acceptable Use Policy or the Customer Terms or you or someone with access to your Service, has used the Service in an inappropriate manner. Although Myshare has no obligation to monitor the Service, Myshare reserves the right to monitor (and request Service Partners monitor) your bandwidth, usage or content, to identify violations of this Acceptable Use Policy; and to protect the Myshare Network and other users of this Service.

9.2. Myshare prefers to advise customers of inappropriate behaviour and any necessary corrective action it deems necessary in its sole discretion. However, if the Service is used in a way which Myshare, in its sole discretion, believes violates this Acceptable Use Policy, Myshare may take any responsive action it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Myshare has no liability for any such responsive actions. The above-described actions are not Myshare's exclusive remedies and Myshare may take any other legal or technical action it deems appropriate.

9.3. Myshare reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Myshare's servers and network. During an investigation, Myshare may suspend the account or accounts involved and/or remove material that potentially violates this Policy.

9.4. You hereby authorise Myshare and Service Partners and or their agents, to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Acceptable Use Policy. Such cooperation may include Myshare providing the username, IP address, or other identifying information about a user. Upon termination of an account, Myshare is authorised to delete any files, programs, data and email messages associated with such account.

9.5. The failure of Myshare to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Acceptable Use 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. This Acceptable Use Policy is governed by the laws of the state of Victoria. You agree to submit to the jurisdiction of the courts of that state.

To join up call Myshare on 1300 368 8625 NOW!