

ACTIVEPORT ACCEPTABLE USE POLICY

Please read this policy carefully before accessing utilising any Activeport provided service. By using Activeport internet service, you agree to comply with the terms of our Acceptable Use Policy (“Policy”).

1. About this Policy

This Activeport Acceptable Use Policy (“Policy”) sets out the rules which apply to use of all our services (including and not limited to broadband internet connection services) (“Services”) to all Customers (“You”) in compliance with applicable laws. This Policy includes your responsibilities, permitted activities and prohibited uses of those services.

Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

We reserve the right to vary the terms of this Acceptable Use Policy from time to time.

Unless otherwise indicated, capitalised terms used in this Acceptable Use Policy have the meanings given to them in Our Agreement with You.

2. When does this Policy apply?

This Policy applies to all customers who acquire Services from us. By using any of our Services, you (or users you allow), you are taken to have agreed to comply with the terms of this policy.

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

3. Responsible Behaviour

You are responsible for your actions for your usage of our Services, network and the operation of any systems or applications or APIs accessing, accessed or used with our Services.

If you act recklessly or irresponsibly in using our Services or your actions endanger any person (including cyber bullying) or risks the integrity or security or operations of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice in accordance with the Agreement and this Policy.

When using the Services, we may require users to comply with rules imposed by our upstream suppliers or from a third party from which you access content. Where a supplier or third-party provider considers one of our customers is in breach of this Policy, they may require we prevent the relevant Customer from continuing to breach. We may restrict, suspend or terminate some or all the relevant Customer’s access in accordance with this Policy.

4. More specific examples of conduct which may breach this Policy

Further to the general rights and responsibilities set out above, you agree that you will not use, attempt to use or allow your Services to be used to:

- a. Breach any applicable Commonwealth, State or Territory law, code or breach any code, standard or content requirement of any other competent authority.
- b. Store, transmit 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.
- c. You must not use your Services to copy, adapt, reproduce, distribute, store, transmit or otherwise make available to other persons any confidential information, material or content 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, unless you have a lawful right to do so.
- d. Do anything, including store, transmit or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, including sexual material, or incites violence or hatred against, any person or

class of persons, or which could give rise to civil or criminal proceedings.

e. Distribute communication to a person or group who has indicated that they do not wish to receive the communication from the Customer.

f. 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.

g. Gain 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; access, download, store, send or distribute any viruses, spy software or other harmful programs or material including any malware that could potentially be installed to send infected messages.

h. Send or distribute unsolicited advertising, bulk electronic messages as defined in the Spam Act 2003 or otherwise breach our Spam policy.

i. Provide false, misleading or deceptive information about yourself or your business to us or any other person in relation to your use of the Services or, to gain access to a Service or a Service feature.

j. 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; or authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

5. Provider not responsible for content

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

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.

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.

You are responsible for maintaining the security of your Internet Service, including protection of account details, passwords and protection against unauthorised 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 Services, including anyone to whom you have disclosed your password and account details.

6. Monitoring Compliance

We may from time-to-time monitor transmissions of published content for the purposes of ensuring compliance with this Policy.

7. What happens if you breach this Policy

If we believe on reasonable grounds that a Customer has breached this Policy, we may contact you and ask you to modify your user of the Services.

We also reserve the right to take one or more of the following actions:

- a. Suspend your Services indefinitely or for a specific period.
- b. Terminate access to the Services and refuse to provide the Services to the Customer or their associates in the future.
- c. Our right to suspend or terminate your

Services applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.

- d. Inform appropriate government and regulatory authorities of suspected illegal or infringing conduct.
- e. Delete or edit any of the Customer's data (including webpage content) stored on systems.
- f. Override any attempt by the Customer to breach this Policy.
- g. Take any other action we deem appropriate, including taking actions against offenders to recover the costs and expenses of identifying them.

We may also take any of the above steps if directed to do so by a regulatory or other law enforcement body.

Please note, our right to suspend access to Services without notice under this Policy overrides any requirement we may to give notice under the relevant Standard Form of Agreement.

8. Changes

We may vary this Policy from time to time but will do so in line with the relevant notice provisions in your agreement with us. Continued use of Services after receiving notice once the variation takes effect will constitute acceptance of the variation.

Last updated 29 March 2025.