

# Acceptable Use Policy

**Please read this document carefully before accessing internet services provided to you by New Florence Telephone Company (“NFTC”). By using any of NFTC’s services you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you may not access NFTC’s network or systems.**

## **Purpose**

This document constitutes the Acceptable Use Policy of NFTC.

This document describes the guidelines that NFTC uses in providing services to its customers and the rules to which NFTC customers must adhere in order to continue to enjoy and allow others to enjoy optimum use of NFTC’s services via its network and systems.

## **Application**

This policy is applicable to all NFTC customers. A breach of any of the terms and conditions of this policy by any NFTC customer is strictly prohibited and may lead to the suspension or termination of the customer's service, without notice.

All NFTC customers must take responsibility for distribution, publication and enforcement of the NFTC Acceptable Use Policy at their sites.

## **General Usage**

### **Responsible Usage**

You must take responsibility for your actions on the network and systems you access through NFTC. You must comply with rules, regulations and acceptable usage policies that are in force for each system you access. If you act recklessly or irresponsibly or your actions endanger NFTC’s network or systems, your access may be suspended or terminated at any time, without notice.

### **Resource Usage**

NFTC requires you to act responsibly when consuming resources on NFTC’s network and systems. If you unreasonably consume excess resources on NFTC’s network and systems, your access may be suspended or terminated at any time, without notice.

### **Secure Usage**

NFTC requires you to take responsibility for maintaining the security of your NFTC service. Protection of the security aspects of your service, like accounts and passwords, are your

responsibility. Subsequent usage of your service by a third party will result in you being responsible for the charges incurred.

## **Unlawful or Unauthorized Usage**

### **General**

NFTC's services may only be used for lawful and authorized purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret.

### **Unauthorized Usage**

Any attempt to access or modify unauthorized computer system information or to interfere with normal system operations, whether on the equipment of NFTC or any computer system or network that is accessed by our services, may result in the suspension or termination of your access. Unauthorized activities include, but are not limited to, guessing or using passwords other than your own, accessing information that does not have public permission, and accessing any system on which you are not welcome.

Any attempt to disrupt or interfere with users, services or equipment, may result in the termination or suspension of your access. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolization of services, propagation of, or transmission of information or software which contains computer worms, trojan horses, viruses or other harmful components, using the network to make unauthorized entry to any other machine accessible via NFTC, sending harassing or threatening e-mail, and forgery or attempted forgery of e-mail messages and Usenet news postings.

You will be held liable for, and indemnify NFTC for, all costs and damages, attributable to your unauthorized activities or disruptions.

### **Illegal or Fraudulent Usage**

You must not use, or allow any other person to use, the NFTC's network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the Telecommunications Act 1989 (Cth), the Crimes Act 1958 (Vic) or under other applicable state and/or Commonwealth Laws.

### **Copyright**

It is your responsibility not to store on a NFTC system, transfer or cause to be transferred over the NFTC network, reproduce or make available for distribution through the NFTC network, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the Copyright Act 1968.

## **Content**

NFTC does not and cannot monitor or control the content and information accessed via NFTC; NFTC only provides access. NFTC shall not be held responsible in any way for the content of the information accessed via NFTC or offered for public access via NFTC. It is you and/or your users and customers' responsibility to avoid whatever is found to be offensive or obscene on any system. You and/or your users and customers must take responsibility for the material placed on NFTC's network and systems, and the statements made in mediums including, but not limited to, web pages, e-mail, chat or discussion forums and Usenet news. Content providers must clearly identify material unsuitable for minors and refrain from contributing prohibited material, including, but not limited to, material deemed obscene under the Classifications (Publications, Films and Computer Games) Act 1995 (Vic). Failure to comply with relevant legislation by you or your users and customers may lead to suspension or termination of your access.

## **Investigation by Authorities**

NFTC reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the NFTC's network and systems is occurring. NFTC co-operates fully with Commonwealth and State Police and other bodies investigating unlawful behavior on or via its network or systems.

NFTC reserves the right to suspend your access if your usage of its network or systems is subject to any investigation.

## **Complaints**

To report a violation of NFTC's Acceptable Use Policy, please send details, including any documentation, article or e-mail to [network@newflorence.com](mailto:network@newflorence.com)

## **General**

NFTC reserves the right to suspend or terminate your service without refund should you or your customers breach, or assist, abet, encourage or incite another party to breach any of the above terms, conditions, rules, regulations or laws.

## **Disclaimer of Liability**

NFTC disclaims all liability for, and does not accept any responsibility for, anything that may happen to you or your equipment, or any loss incurred by you through use of NFTC, the use of any of the services provided by NFTC, or the suspension or termination of your service by NFTC. This disclaimer of liability does not supersede or replace any other obligation expressly provided in any NFTC Service Agreement.