



## Internet Acceptable Use Policy

**Please read this document carefully before accessing internet services provided to you by MISSOURICOM. By using any of MISSOURICOM'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 MISSOURICOM's network or systems.**

### **Purpose**

This document constitutes the Acceptable Use Policy of MISSOURICOM.

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

### **Application**

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

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

### **General Usage**

Except as otherwise specifically set forth in this agreement, Missouricom makes no warranty, whether express, implied or statutory, as to the installation, description, quality, merchantability, completeness or fitness for any purpose of any portion of the network or any service provided hereunder or described herein, or as to any other matter, all of which warranties are hereby excluded and disclaimed.

#### **\*Responsible Usage**

You must take responsibility for your actions on the network and systems you access through MISSOURICOM. 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 MISSOURICOM's network or systems, your access may be suspended or terminated at any time, without notice.

#### **\*Resource Usage**

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

#### **\*Secure Usage**

MISSOURICOM requires you to take responsibility for maintaining the security of your MISSOURICOM 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**

MISSOURICOM'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 MISSOURICOM 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 MISSOURICOM, 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 MISSOURICOM 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 MISSOURICOM'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 MISSOURICOM system, transfer or cause to be transferred over the MISSOURICOM network, reproduce or make available for distribution through the MISSOURICOM network, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the Copyright Act 1968.

**\*DMCA Copyright Violations**

Initial copyright violations will result in a 30-day probationary period, with notification being made to the offending party. If further offenses are committed in the following 60 days, Missouriicom will practice their right to throttle, or restrict subscription speeds for a period of seven days per offense. Should violations re-occur in the 30 days thereafter internet services may be permanently disconnected with no option for future subscription.

**\*Content**

MISSOURICOM does not and cannot monitor or control the content and information accessed via MISSOURICOM. MISSOURICOM only provides access. MISSOURICOM shall not be held responsible in any way for the content of the information accessed via MISSOURICOM or offered for public access via MISSOURICOM. 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 MISSOURICOM'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**

MISSOURICOM reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the MISSOURICOM's network and systems is occurring. MISSOURICOM cooperates fully with Commonwealth and State Police and other bodies investigating unlawful behavior on or via its network or systems. MISSOURICOM 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 MISSOURICOM's Acceptable Use Policy, please send details, including any documentation, article or e-mail to [network@missouricom.co](mailto:network@missouricom.co).

**\*General**

MISSOURICOM 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**

MISSOURICOM 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 MISSOURICOM, the use of any of the services provided by MISSOURICOM, or the suspension or termination of your service by MISSOURICOM. This disclaimer of liability does not supersede or replace any other obligation expressly provided in any MISSOURICOM Service Agreement.

**\*Limitation of Liability**

The total liability of Missouriicom to Customer in connection with this agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by customer; or (b) the amount paid by Customer to Missouriicom under this agreement for the one (1) month period prior to accrual of the most recent cause of action. In no event shall Missouriicom be liable for special, punitive, consequential or incidental damages, including without limitation, lost revenue, profits or other benefit whether by tort, contract, or otherwise.

**\*Repair**

Missouricom professionals will properly install the necessary network equipment and connect it to your personal equipment. After the initial install, if a Missouriicom technician is dispatched to your premise and finds that problem is due to the tampering of cables, software, hardware or equipment, you will be charged applicable time and material charges to resolve your issues.

I have read and agree to the above listed terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address