

# Internet Acceptable Use Policy

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING SUPERNERD NETWORK AND SYSTEMS.

BY USING ANY SUPERNERD SERVICE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.

## General Usage

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### Responsible Usage

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

### Resource Usage

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

### Secure Usage

SuperNerd requires you to take responsibility for maintaining the security of your SuperNerd Internet 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 Unauthorised Usage

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### General

SuperNerd services may only be used for lawful and authorised 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.

### Unauthorised Usage

Any attempt to access or modify unauthorised computer system information or to interfere with normal system operations, whether on the equipment of SuperNerd or any computer system or network that is accessed by our services, may result in the suspension or termination of your access. Unauthorised 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, monopolisation of services, propagation of, or transmission of information or software, computer worms, Trojan horses, viruses or other harmful components, using the network to make unauthorised entry to any other machine accessible via SuperNerd, sending harassing or threatening email, instant messaging or SMS, and forgery or attempted forgery of e-mail messages and Usenet, news postings.

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

### Illegal or Fraudulent Usage

You must not use, or allow any other person to use, the SuperNerd network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the Telecommunications Act 1997 (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 SuperNerd system, transfer or cause to be transferred over the SuperNerd network, reproduce or make available for distribution through the SuperNerd network, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the Copyright Act 1968 (Cth).

## **Content**

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

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 the SuperNerd network and systems, and the statements made in mediums including, but not limited to, web pages, e-mail, instant messaging, SMS, 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), Classifications (Publications, Films and Computer Games) Act 1995 (SA) or under other applicable state and/or Commonwealth Laws, including the Broadcasting Services Act, 1992 (as amended). 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**

SuperNerd reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the SuperNerd network and systems is occurring. SuperNerd co-operates fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via its network or systems. SuperNerd reserves the right to suspend your access if your usage of its network or systems is subject to any investigation.