

## 1. General

- a. This Acceptable Use Policy sets out the rules that apply to your use of the Services that IntelliPath Limited ('we', 'us', 'our') supply to you or the entity you represent ('you').
- b. The purpose of this policy is to ensure that your use of the Services is lawful and does not interfere with our network or anyone else who uses our services or the internet.
- c. You are responsible for ensuring that use of the Services and your IntelliGlance account complies with this policy, even if that use occurred without your authority. If you fail to comply with this policy, we may restrict, suspend or terminate the Services.
- d. Capitalised words used in this policy have the meaning given to them in your service agreement, unless defined in this policy or the context requires otherwise.

## 2. Changes to this policy

We can make changes to this policy at any time by posting the updated policy at [www.IntelliPath.com/legal](http://www.IntelliPath.com/legal) and giving you notice in accordance with our service agreement with you. You are responsible for checking this website regularly for updates. Any changes to the policy will take effect in accordance with the terms of your service agreement. If there is any inconsistency between your service agreement and this policy, this policy will apply.

## 3. Using the Services

- a. In using the Services, you will act responsibly and use the Services for lawful purposes only. You must not use, attempt to use or allow the Services to be used to store, send, distribute or otherwise make available any content or material that:
  - i. is prohibited or breaches any law, order, regulation, standard or code of practice or which is likely to be offensive or obscene to a reasonable person;
  - ii. is confidential or subject to copyright or third party intellectual property rights (unless you have a lawful right to do so);
  - iii. defames, harasses, threatens or abuses anyone or violates their privacy; or

- iv. is otherwise illegal, fraudulent or likely to give rise to civil or criminal proceedings.
- b. You must not do anything that endangers any person or the integrity, security or performance of our network, systems or equipment or that of anyone else. You must not use, attempt to use or allow the Services to be used to:
  - i. obtain or attempt to obtain unauthorised access to our or anyone else's equipment, systems, networks or data for any purpose;
  - ii. store, send or distribute any viruses or other harmful programs, codes or malicious software;
  - iii. store, send or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools;
  - iv. hinder, restrict or interfere with the normal operation of our systems, network or equipment or that of anyone else; or
  - v. hinder, restrict or interfere with the ability of other people or systems to use our services or any services provided by anyone else.
- c. You must comply with the Spam Act 2003 and must not do anything that would result in a breach of that Act. In particular, you must not use, attempt or allow the Services to be used to:
  - i. send, relay or distribute Spam; or
  - ii. use or distribute any software designed to harvest email addresses.

Spam means unsolicited commercial electronic messages, or the sending of such messages, that do not include accurate sender information and do not contain an unsubscribe facility, as defined in the Spam Act 2003 (Cth).

- d. In using the Services, you must not:
  - i. obscure, alter or delete the source of message that you send, or forge message headers;

- ii. send or distribute material with the intent of overloading our network or system or that of anyone else (eg. 'mail bombing'); or
  - iii. make fraudulent offers or promote any type of financial scam ( eg. 'pyramid schemes', 'Ponzi schemes').
- e. You must not do anything to authorise, aid, abet, encourage or incite any person to do or attempt to do any of the acts or engage in any conduct that is prohibited by this policy.

#### 4. Security

You are responsible for implementing and maintaining the security of the Services, including protecting your IntelliGlance account, your devices, equipment, systems and network against unauthorised access.

#### 5. Access to Internet content

- a. You are responsible for determining the content and information you choose to access on the Internet when using the Services.
- b. It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use the Services.
- c. You must not use or attempt to use the Service to make inappropriate contact with children or minors who are not otherwise known to you.

#### 6. Content publishing

- a. You are responsible for any content you publish on publishing mediums (eg. websites, email, online forums) accessed via the Services.
- b. You must not use the Services to send or distribute any content that is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable law. You must take appropriate steps to ensure that minors do not access or receive any content you have published that may be inappropriate for them.
- c. You must clearly identify any content you publish using the Services in accordance with the applicable classification guidelines and the National Classification Code (issued

pursuant to the (Publications, Films and Computer Games) Act 1995 (Cth)) or any other industry code or content standard that applies to your use or distribution of that content.

- d. If you fail to comply with the requirements in this section 6, we may immediately suspend or terminate the Services without notice.
- e. You warrant that the content you copy, store, send, distribute or otherwise make available using the Services complies with this policy and you authorise us (or our agents) to copy, store, send, distribute or otherwise make available such content as necessary for us to deliver the content.

## 7. Our compliance obligations

Commonwealth legislation:

- a. allows copyright owners or their agents to direct us to remove copyright materials from our network or systems or to prevent people from accessing those materials;
- b. allows the Australian Communications and Media Authority to direct us to remove from our network and servers any content which is classified, or likely to be classified, as 'prohibited' content; and
- c. requires us to take steps to minimise the amount of Spam being originated in Australia or delivered to Australian customers.

You acknowledge that we may take steps to comply with any such directions or requirements, without notice to you.

## 8. Capacity

Without limiting our other rights, if the load on one of your IntelliPaths reaches or exceeds the maximum allowed capacity on that IntelliPath (as stated in your Service Order) for:

- a. a period of two consecutive months; or
- b. any three months within a period of six months,

we may, by notice, request that you decrease the load on that IntelliPath, increase the capacity of that IntelliPath or order another IntelliPath. If you fail to comply with that request within 30 days, you authorise us to add a IntelliPath to your network to decrease the load on

the oversubscribed port. You will be liable for all costs associated with the new IntelliPath.

9. Breach of this policy

a. We may (but have no obligation to):

- i. scan any IP addresses allocated to you in connection with the Services; and
- ii. monitor transmissions or published content using the Service;

in order to monitor compliance with this policy.

b. If we reasonably believe that you, or someone with access to the Services, is using the Services in a way that breaches this policy, we may take any responsive action we consider appropriate. This may include the blocking or removal of any data or content or the suspension or termination of the Services.

c. If practicable, we will first take reasonable steps to contact you and give you an opportunity to rectify a breach or suspected breach of this policy within a reasonable period. What is a reasonable will depend on the severity of the breach and it may be reasonable (eg. if the breach is serious or continuing) to take responsive action immediately without notice. Before we terminate the Services, we will provide you with notice and an opportunity to rectify the breach in accordance with your service agreement.

d. For more information please contact IntelliPath by email at [info@intellipath.co.nz](mailto:info@intellipath.co.nz) or visit our web site at [www.intellipath.co.nz](http://www.intellipath.co.nz)