

teleMates Pty Ltd (Telecommunications) INTERNET TERMS AND CONDITIONS

teleMates PTY LTD, ABN 58 115 815 435 will supply you with telecommunications services (“Services”) on the terms and conditions set out below. Words not defined in these terms and conditions have the same meaning as in the Telecommunications Act 1997.

DATA & INTERNET SERVICES ACCEPTABLE USE POLICY

The purpose of this Policy is to ensure that you understand that you must use the Services in a way which does not: breach any laws, hinder the efficient operation of the teleMates Data & Internet Services network, or interfere with the rights of other Customers and more generally users of the internet.

We may from time to time amend this Usage Policy. Your use of our Services after any amendments or revisions have been posted on our website will constitute your acceptance of the amended Usage Policy.

1. By using the Data & Internet Services of teleMates you agree to the terms set out in this Data & Internet Services Acceptable Use Policy.
2. ANTIVIRUS: You must:
 - (a) use an antivirus program on all Data & Internet Services equipment;
 - (b) run regular virus scans of your Data & Internet Services equipment;
 - (c) ensure the latest virus update is loaded on your Data & Internet Services equipment;
 - (d) disconnect any equipment immediately from the network upon detection of a virus on your Data & Internet Services Equipment;
3. You are also responsible for ensuring you have the appropriate mechanisms or procedures in place to protect your hardware and software from unauthorised usage. You are also responsible for any use of the service even if, for example, it was used, with or without your consent, by a friend, family member, guest or employee who gains access to the service or your teleMates Internet account.
4. Use of the Data & Internet Services is entirely your responsibility and at your own risk. This includes but is not limited to content in or on emails, chat rooms, discussion groups, discussion forums, instant messaging and web pages.

5. You must:

- (a) Use our Services in a manner which complies with all relevant laws, whether Federal, State or International;
- (b) Be solely responsible for disseminating or posting content through the Services or publishing on the web pages of your site, including obtaining legal permission to use any works included in such content and/or web pages;
- (c) Respect the legal protection afforded by copyright, trade mark, patent and other laws protecting intellectual property rights in material, including content and software applications, accessible through the Internet;
- (d) Respect the privacy of others; and
- (e) Use our Services in a manner which does not interfere with or disrupt our Services or other Internet users.
- (f) You will not set up switch devices which overcome the subscription and/or pricing charges, potentially keeping a session open for hours and limiting the ability for other customers to access the service.
- (g) Not use our services in an excessive manner.

6. You must not use our Data & Internet Services to:

- (a) Violate anyone’s copyright or intellectual property rights;
- (b) Publish or transmit defamatory, obscene, threatening, abusive or offensive material or content which breaches the ratings of the Classification Board;
- (c) Facilitate or engage in “spamming” which we regard as unsolicited broadcast or commercial email sent to recipients who do not affirmatively and verifiably request the material;
- (d) Create or propagate Internet viruses, worms and other types of malicious programs;
- (e) Facilitate or engage in “Hacking” which we regard as including gaining illegal or unauthorised access to any computers, accounts or networks accessible through the internet; this also includes:
 - (i) probing, scanning or testing the vulnerability of a system or network,
 - (ii) breaching any security or authentication measures for a system or network,

- (iii) accessing the account or private information of any other person or entity,
 - (iv) accessing any server in violation of any acceptable use policy of that server
- (f) Misrepresent transmission information by forging, deleting or altering message headers, return mail information and/or Internet Protocol addresses in order to conceal or misidentify the origin of a message;
- (g) Interfere with, disrupt or threaten to interfere with or disrupt our Services and/or the ability of our customers or any of them to use the Services; or
- (h) Breach any relevant law, Federal, State or International.

7. You agree:

- (a) teleMates does not exercise any direct supervision or control whatsoever of content and software transmitted through our network or hosted on our infrastructure.
- (b) teleMates does not monitor your Internet usage.

8. You agree if teleMates becomes aware of any breach or threatened breach of this Data & Internet Services Usage Policy, we may take whatever action we deem necessary, in our sole discretion and without notice to you, to correct such breach or threatened breach, including:

- (a) Shutting down a website;
- (b) Suspending or denying access to the Services or to the Internet on a temporary or permanent basis; and/or
- (c) Deleting or removing content or software stored on our infrastructure.
- (d) In certain circumstances we can be required to remove content from our network infrastructure by third parties, including on receipt of a Take Down Notice under the Copyright Act of 1968 (as amended)(Commonwealth of Australia).
- (e) In all cases you will indemnify us against, and we will not be held liable for, any loss or damage which you may suffer through the suspension, unavailability or removal of the Services or which we may suffer where your use of the services causes loss or damage to a third party.

9. Privacy

- (a) teleMates agrees to comply with all requirements of privacy as detailed in clause 5 of the Data & Internet Services Terms and Conditions.
- (b) You agree teleMates may disclose information relating to you and your use of the Services, including website activity and Internet transmissions, in order to comply with any court order, subpoena, summons, discovery request or order made by any competent court or any warrant or request of any authorised government agency.

10. You indemnify teleMates Pty Ltd against any investigations, legal action or proceedings as a result of your Data & Internet Services usage.

11. teleMates reserves the right to investigate suspected violations of this Usage Policy, including the gathering of information from users involved and from complainants, as well as examination of materials and content which may have been stored on or transmitted through our network. In investigating breaches of this Policy, you authorise us to cooperate with law enforcement authorities and other regulators as well as other systems administrators at other Internet and carriage service providers.

12. Content

If you provide content on your Data & Internet Services you must:

- (a) ensure the content does not infringe on any copyright, trade mark, patent and other laws protecting intellectual property rights.
- (b) comply with the requirements of the ACMA in relation to:
 - (i) restricting access to minors from content with an R rating classification
 - (ii) not providing content with a Refused Classification (RC) or X Classification
- (c) ensure the content is virus free

13. You must not provide a minor with access to the Data & Internet Services without the supervision of an adult.

14. You must not on-sell any of the Internet Services to any person unless the Internet Services are provided by us for that purpose and the specific terms and conditions relating to that service provide in writing for the on-sale of the Internet Service.