



Fair Use Policy

1. About this Policy

- (a) This Fair Use Policy (**FUP**) applies to the use of Komet Network Pty Limited (**Komet**) provided services (**Service**).
- (b) Your use of the Service is subject to the rules and guidelines contained in this FUP.

2. Key Points

- (a) This policy is designed to ensure that your use of the Service does not break any laws, hinder the efficient operation of our Supplier's Network, interfere with the rights of our other customers, or interfere more generally with the rights of Internet users.
- (b) You are responsible for ensuring that use of the Service and your Account complies with this FUP. 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, employee or customer who gains access to the Service or your Account.
- (c) We may amend this policy at any time. The latest version of this policy will always be available on our website at www.komet.net.au.
- (d) You will be deemed to have accepted any changed or additional terms if you continue to use the services after such changes to the policy are posted to our website. You should consult this policy regularly to ensure that your activities conform to the most recent version.
- (e) The consequences of violation of this FUP are prescribed in clause 10 of this FUP, and include the right for Komet to immediately cancel the provision of the Service.
- (f) If you become aware of any violations of this policy by other users, you should contact us on **1300 217 345**. Complaints of violations of this FUP by other users can be directed to customer support at support@komet.net.au.
- (g) The meaning of the capitalised terms is set out at the end of this policy.

3. Illegal Activity

You must not use the Service for any activity that breaches any law or violates any local, state, Commonwealth or international law, order or regulation.

Prohibited activities include (but are not limited to):

- (a) hosting, posting, disseminating, or in some cases accessing, content which is unlawful. This includes:
 - (i) material that is or would be classified RC content, Restricted (R18+) content or Restricted (X18+) content;
 - (ii) content which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain; or
 - (iii) content that defames, harasses or abuses anyone or violates their privacy;
- (b) scams, pyramid or other illegal soliciting schemes; and
- (c) any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.



4. **Security**

- (a) You are responsible for any misuse of the Service, as set out in clause 2(b) above. You must take reasonable steps to ensure that others do not gain unauthorised access to the Service and your Account.
- (b) The Service must not be used to obtain or attempt to obtain unauthorised access to any computer, system or network. If you do not have authorisation, prohibited activities include (but are not limited to):
 - (i) accessing, monitoring or using any data, systems or networks;
 - (ii) probing, scanning or testing the vulnerability of a system or network;
 - (iii) breaching any security or authentication measures for a system or network;
 - (iv) accessing the account or private information of any other person or entity; and
 - (v) accessing any server in violation of any acceptable use policy of that server, including any attempt to do any of the things mentioned in paragraphs (i) to (iv) above.
- (c) You must not:
 - (i) use (or attempt to use) or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools;
 - (ii) knowingly transmit or disseminate any information or software, which contains a virus or other harmful feature;
 - (iii) use (or attempt to use) the Service in a manner that may interfere with the technical operation of the Service or any other computer, system, network or telecommunications services, including (but not limited to) denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to 'crash' a host; or
 - (iv) interfere (or attempt to interfere) with the regular workings of our Supplier's Network or systems.
- (d) You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device.
- (e) We recommend against enabling file or printer sharing of any sort. We recommend that any files or services you do choose to make available for remote access be protected with a password or other appropriate measures to prevent unauthorised access.
- (f) You must notify us immediately of any unauthorised or attempted unauthorised use of your Service and any other breach or attempted breach of security.

5. **Risks of the Internet**

- (a) There are a number of activities that you can perform when accessing the Internet may be harmful or cause loss to you, others that may access your Service, or your equipment. Typical activities include (but are not limited to):
 - (i) downloading content (including receiving emails) from the Internet which may introduce viruses or other harmful features to your computer;
 - (ii) purchasing goods or services using the Internet;



- (iii) transmitting confidential information over the Internet (such as your credit card number or other personal information); or
 - (iv) accessing and viewing content on the Internet or otherwise available through the Service that may be offensive to some individuals, or inappropriate for children (for example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children).
- (b) You bear all risks associated with the activities referred to in paragraph (a) above, and we do not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities.
- (c) You may minimise the risk of accessing illegal or offensive content as well as managing use of the Internet by using a Filtering Solution. Communications Alliance provides a list of accredited Filtering Solutions: <https://www.commsalliance.com.au/Activities/isp/fff>. The Office of the eSafety Commissioner has information on parental controls and how to use them <https://www.esafety.gov.au/parents/skills-advice/taming-technology>.

6. Content Publishing

- (a) You are solely responsible for any content that you publish via websites, email, newsgroups, Online Forums or other publishing mediums accessed via the Service.
- (b) You must not publish material that is or would be classified by the Classification Board as RC content, Restricted (R18+) content or Restricted (X18+) content via websites, email, newsgroups or other publishing mediums accessible via the Service.
- (c) You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may be inappropriate for them. We also encourage you to use appropriate warnings and/or labelling systems in respect of content which is likely to be considered unsuitable for children.
- (d) We reserve the right to block access to, to remove, or to refuse to post any content, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such content or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or intellectual property rights of others, or is likely to be defamatory of another person.
- (e) Commonwealth legislation allows the Australian Communications and Media Authority to direct us to remove certain prohibited or potentially prohibited content from our servers (or those of our service providers) or to prevent users from accessing certain Internet content. We may take any steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from the Australian Communications and Media Authority, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your Account, filtering the Internet content made available to you or restricting access to a particular website. We may take these steps at any time and without notice to you.
- (f) Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials. We may take any steps necessary in order to ensure compliance with a notification from a copyright owner or their agent, including removing any content (including part or all of a website) from our servers, closing or suspending your Account, filtering the Internet content made available to you or



restricting access to a particular website. We may take these steps at any time and without notice to you.

- (g) We are under no obligation to monitor transmissions or published content on the Service. However, we (or our agents) have the right to monitor such transmissions or published content from time to time and to disclose that content.
- (h) By using the Service to reproduce, publish, display, transmit or distribute content, you warrant that the content complies with this policy and authorises us (or our agents) to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner.

7. **Electronic Messaging**

- (a) Electronic messaging includes all forms of electronic communications to other individuals including email, instant messaging, Web to SMS, Internet chat, and online forums.
- (b) You must not use the Service to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. You must only send such a message to those individuals who have explicitly requested it.
- (c) The Service must not be used to:
 - (i) send messages to any individual or entity who has indicated they do not wish to receive messages from you; or
 - (ii) collect or redirect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this FUP, or the equivalent policy or any other policy of any other Internet service provider or website. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any website or other resource that uses our Supplier's Network.
- (d) You must not:
 - (i) obscure, alter or delete the source of messages that you send or forge message headers;
 - (ii) send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account (for example, 'mail bombing'); or
 - (iii) send chain letters, whether or not the recipient wishes to receive such mailings.
- (e) We are not responsible for forwarding or storing messages sent to any Accounts that have been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at our sole discretion.

8. **Online Forums**

- (a) This clause applies to Online Forums. These rules are in addition to the rules in clause 7 about Electronic Messaging.
- (b) Messages posted to an Online Forum must comply with the written charters for that forum. You are responsible for determining the policies of a given forum before posting a message to it. Data files may only be posted to Online Forums that specifically permit this.
- (c) Posting or cross-posting the same or substantially similar messages to more than eight Online Forums is prohibited.



- (d) You must not disrupt or attempt to disrupt Online Forums by posting a large number of messages that contain no substantive content. Disruption occurs when normal discussion in the group is significantly hindered.
- (e) You must not use the Service to connect to an Online Forum from which you have been previously banned.

9. **Automated Applications**

The Service is provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when you are physically present at the computer. These activities include (but are not limited to) automated file downloading, IRC 'bots', continuous streaming media and peer-to-peer file sharing applications.

10. **Violation of Fair Use Policy**

- (a) If you, or someone with access to the Service, use the Service in a way that we, in our sole discretion, reasonably believe violates this FUP or any other term of your agreement, we may take any responsive action we deem appropriate.
- (b) Such actions may include (but are not limited to) temporary or permanent removal of content and content publishing capabilities, filtering of Internet transmissions and the immediate suspension or cancellation of all or any portion of the Service.
- (c) We have no liability for any such responsive actions and may take any other legal or technical action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them. If your use of the Service causes a loss to third parties and we are required to pay compensation, you must indemnify and reimburse us.
- (d) We are not obligated to regularly monitor your usage of the Service (including any content posted, disseminated or accessed by you), however we reserve the right to monitor your use of the Service to identify violations of this FUP, and to protect our Supplier's Network, the other users of this Service, and other Internet users.
- (e) We reserve the right to investigate suspected violations of this policy, including the gathering of information from the user(s) involved and the complaining party, if any, and examination of transmissions and material on our Supplier's Network or servers. During an investigation, we may suspend the Account(s) involved, interrupt transmissions and/or remove material that potentially violates this policy.
- (f) In order to enforce this policy, you authorise us (or our agents) to cooperate with law enforcement authorities in the investigation of suspected criminal violations, and system administrators at other Internet service providers or other network or computing facilities. Such cooperation may include us providing, for example, the username, IP address or other identifying information about a user.
- (g) Upon cancellation of an Account, we are authorised to delete any files, programs, data and email messages associated with that Account.
- (h) Any failure by us to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- (i) You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.



11. Definitions

Account means the email account (if any) where you are billed for one or more Services and through which you can monitor and request changes to the Service.

Classification Board is the Classification Board established under the Classification (Publications, Films and Computer Games) Act 1995 (Cth).

Filtering Solutions means Internet filtering software or system approved for use under the Codes of Practice registered under the Broadcasting Service Act 1992 (Cth).

Online Forum means a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists.

Restricted (R18+) content is content high in impact and is restricted to adults as it contains content that is considered high in impact for viewers. This includes content that may be offensive to sections of the adult community.

Restricted (X 18+) content is film content restricted to adults. This classification is a special and legally-restricted category due to sexually explicit content including actual sexual intercourse or other sexual activity between consenting adults.

RC content is content refused classification and may include (but is not limited to) material containing detailed instruction in crime, violence or drug use, child pornography, bestiality, excessive violence or sexual violence, real depictions of actual sexual activity or obscene material.

Supplier's Network means the network(s) used to supply the Service to you as set out in the relevant Service Description.