

LevelUP Solutions

Acceptable Use Policy

Overview

This acceptable use policy applies to you employing LevelUP Solutions and any of its Subsidiaries Services as your solution.

Under the Agreement, the Customers have agreed to comply with this Policy.

This Policy outlines certain prohibited uses of the Service and the LevelUP Solutions Network and the consequences which may flow from a violation of this Policy.

Indirect or attempted violations of the policy by you or your staff is considered to be violations of this policy. The policy supplements, but does not supersede, any LevelUP Solutions Pty Ltd Agreement for the Services. The requirements in this policy are guidelines. They are not intended to be exhaustive.

While we do not monitor or control communications, if we become aware of a violation of this policy, we may take such action as we consider appropriate including, in respect of your termination, sus-pension, blocking or filtering of sites and co operating with and notifying relevant authorities and par-ties including enforcement agencies and other internet service providers and carriers (we may, for this purpose, need to communicate personal information to others).

We will inform your system administrator and affected users when we are investigating any problem or complaint. If we are legally required to disclose any of your personal information, we will notify you of this requirement as far ahead of disclosure as is reasonably possible in the circumstances and will (at your direction and expense) use our best endeavors to oppose the disclosure.

You must inform us of all breaches by any person of which they are aware. They should do so by contacting us or your relationship manager.

Prohibited Uses

Illegal Uses

You may not use services in ways that constitute criminal or civil breaches of any statute, regulations, government requirements or any other law (including general or common law) of any country. Those breaches include, without limitation, breach of intellectual property rights (such as copyright, trade marks, patents, trade secrets and confidential information); defamation; breach of obscenity laws and laws as to objectionable publications, such as pornography and hateful materials; fraud; theft; misappropriation of money, credit card details or personal information; breaches of privacy obligations; and trade practices legislation, examples of which are the Trade Practices Act (Australia) and the Fair Trading and Consumer Guarantees Acts (New Zealand).

Security and protection of the network

You may not use services to breach, or attempt to breach, the security and operation of any network, equipment or any other system. This includes: hacking, cracking into, monitoring, or using systems without authority; scanning ports (including scanning for open relays); improper configuration of mail servers and FTP servers enabling distribution of spam and unlicensed material by others; interference of service to any User or network (or activities that might encourage such interference by others) including mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks; denial of service attacks or activities which might encourage denial of service attacks by others; un-necessarily excessive traffic (including excessive pings); distributing viruses, or other harmful material or software; any communications across the Services which do not accurately identify (or disclose in a manner that is misleading) addresses, headers, names and other relevant details; and using our network in any way as a staging ground for any of those breaches or to disable or "crack" other systems.

The Customer acknowledges that when accessing the internet through using the Service and the LevelUP Solutions network there is a possibility that other parties may gain unauthorized access to:

- a. The Service or the LevelUP Solutions network; or
- b. The Customer's equipment connected to the LevelUP Solutions network (including any software used in conjunction with such equipment); or
- c. The Customer's confidential or personal information Thereby causing harm, damage or loss to the Customer.

The Customer agrees to bear all risks of such harm, damage or loss occurring through the Customer's use of the Service and the LevelUP Solutions network under the Agreement.

Industry codes

You may not use services in a way that breaches any material standard, code and content requirements produced by any relevant authority or industry body.

Threats

Users may not use services to transmit content of a threatening nature including threats of death, physical harm and defamation.

You must not store, distribute or transmit any viruses, or any other material in the course of your use of LevelUP Solutions and its Subsidiaries Services:

- a) is unlawful, harmful, threatening, defamatory, obscene or infringes any third party's intellectual property or other rights;
- b) facilitates illegal activity;
- c) promotes unlawful violence;
- d) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- e) causes damage or injury to any person or property;

Responsible use

You must use services in a responsible manner taking into account:

- a) the effect that use may have on networks, equipment and other parties.
- b) compliance with "netiquette", newsgroup and Internet conventions (as well as restrictions in rules, charters, FAQs and similar newsgroup, website and email mailing list material).
- c) such use must not interfere with the availability of any of the services to others (or any other services including services offered by us and other Internet providers and carriers to others).
- d) You must take reasonable steps to prevent activities that enable denial of service attacks and other adverse interference with networks.