Spam Acceptable Use Policy

1.   "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003, and derivations of the word "Spam" have corresponding meanings.

"Spam Act" means the *Spam Act 2003* and includes regulations made under it.

2.   You may not use or allow any Service to be used to:

2.1. send, allow to be sent, or assist in the sending of Spam;

2.2. use or distribute any software designed to harvest email addresses; or

2.3. otherwise breach the Spam Act.

3.   We may suspend any Service:

3.1.   if the Service provided to you is being used to host any device or service that allows email to be sent by or to third parties, whether or not under your authority or control; or

3.2.   if you are in breach of this policy,

But we will first make reasonable attempts to contact you and give you the opportunity to address the problem within a reasonable time period. What is reasonable in this context will depend on the severity of the problems.

4.   Our right to suspend a Service applies regardless of whether the open service is provided or the breach is committed intentionally, through miss configuration, or by other means whether or not authorised by you, including but not limited to, through a Trojan horse or virus.

5.   If the Service is suspended and the grounds upon which it was suspended are not, to our reasonable satisfaction, corrected by you within 7 days, we may terminate the Service. In the event the Service is terminated under this clause, you may apply for a pro rata refund on any pre-paid charges for the Service, but we will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in suspension.

6.   You agree to use your reasonable best endeavours to secure any device or network within your control against being used by third parties, including where appropriate:

6.1.   the Installation and maintenance of Email Spam Protection and Email Virus protection;

6.2.   the Installation and maintenance of general antivirus software;

6.3.   the Installation and maintenance of firewall software; and

6.4.   the application of operating system and application software patches and updates.

7.   We may scan any IP address ranges allocated to you for your use with the Service in order to detect the presence of open or otherwise miss configured mail and proxy servers.