

## 1. Definitions

In this section, unless the context requires otherwise:

“**Account**” refers to any account created for the Customer by Planet Ozi Pty Ltd .

“**Customer**” refers to the person(s) or entity(s) applying to receive service(s) from Planet Ozi Pty Ltd.

“**Service(s)**” refers to any and all other services provided by Planet Ozi Pty Ltd to the Customer from time to time.

“**Abuse**” means the conduct defined in section 2.

“**Denial of Service Attack**” includes deliberate or reckless behaviour of the Customer that results in disturbance, disruption or damage to the service or to computers, networks, or services accessed using the Service, including and not limited to “Virus” includes software designed to have a deleterious effect on the functioning of a computer that runs it or on the privacy of users of that computer, and includes Trojan horse software and spyware.

“**Planet Ozi Pty Ltd**” means Planet Ozi Pty Ltd or any associated business or trading name

“**Misuse**” means the conduct defined in section 3.

“**Spam**” includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003

## 2. The Customer may not use the Service to:

1. send, allow to be sent, or assist in the sending of spam or viruses
2. breach any law, statute or regulation of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia or commit any act which is identified in writing by a competent law enforcement official as being unlawful;
3. without limiting (2) above, unlawfully transmit any copyright materials, illegal, obscene or libellous material, or any instructions which, if implemented, might cause damage or injury to any person or property;
4. breach the security or integrity of the Company's equipment, or use the Company's equipment, network or resources to launch a denial of service attack or to gain unauthorised access to other systems or networks;
5. threaten, menace or harass others; or
6. breach any Acceptable Use Policies, rules, regulations or security provisions of any networks and computer systems to
7. which the Customer gains access while using the Service.

## 3. The Customer may not:

1. resell the Service to other users or provide other users with the Customer's username and password;

2. use the Service to place any system or network under excessive load so as to impair the functioning of that system or network for its other users;
3. engage in any behaviour designed to attract network abuse by third; or
4. host any device or service that allows email to be sent between third parties not under the Customer's authority and control.

#### 4. Planet Ozi Pty Ltd may suspend its provision of the Service to the Customer without notice:

1. if the Customer is in breach of section 2; and / or
2. if the Customer is in breach of section 3, provided Planet Ozi Pty Ltd has taken reasonable attempts to contact the customer(s) to give the customer(s) the opportunity to address the problem.

#### 5. The Customer agrees to secure any device or network within its control against being used in breach by third parties, by including where appropriate:

1. Installation and maintenance of antivirus and spyware software; and
2. Installation and maintenance of firewall software; and
3. Installation of operating system and application software patches and updates.

Planet Ozi Pty Ltd right to suspend the Service applies regardless of whether the breach is committed unintentionally, or by other means not authorised by the Customer including but not limited to through a virus.

#### 6. Planet Ozi Pty Ltd may scan any IP address ranges

Ip Address ranges that are allocated to the Customer for its use, in order to detect the presence of misconfigured and/or compromised servers including and not limited to mail and proxy servers.

#### 7. In the event the service(s) being terminated under this section

the customer(s) may apply for a pro rata refund of any pre-paid charges for the Service, but Planet Ozi Pty will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension. In the event that the Service is terminated due to non-payment, a pro rata refund will not be applicable.

#### 8. Without limiting the section above Planet Ozi Pty Ltd may remove or disable access to copyright material which the customer(s) has made accessible to Planet Ozi Pty Ltd network if Planet Ozi Pty Ltd;

1. becomes aware that the material is infringes the copyright; or

2. becomes aware of the facts and circumstances that make it apparent that the material is likely to infringe the copyright of a third party; and the customer(s) shall have no recourse against Planet Ozi Pty Ltd .

## 9. The customer(s) understands Planet Ozi Pty Ltd will remove content in a personal space that does include and not limited to:

1. Content which is (or would be) classified RC or X by the Classification Board. Such content includes; material containing detailed instruction in crime, violence or drug use and / or child pornography and / or bestiality and / or excessively violent or sexually violent material and / or real depictions of actual sexual activity and content hosted in Australia which is classified R and not subject to a restricted access system which complies with criteria determined by the ABA. ([www.aba.gov.au](http://www.aba.gov.au))
2. Content that is rated "R" is not considered suitable for minors and includes and is not limited to; material that contains excessive and/or strong violence or sexual violence and / or containing implied or simulated sexual activity and / or which deals with issues or contains depictions which require an adult perspective.

## Changes to our AUP

We reserve the right to change this policy at any time and notify you by posting an updated version of the policy on our website. The amended policy will apply between us whether or not we have given you specific notice of any change. We encourage you to review this policy periodically because it may change from time to time