

## Copyright Introduction

Planet Ozi Pty-Ltd respects the intellectual property rights of third parties and the interests of its subscribers and content providers on the internet. Planet Ozi Pty-Ltd Internet's Standard Form of Agreement obliges customer's to refrain from storing or transmitting any unlawful, threatening, defamatory offensive or pornographic material, including copyright infringement.

### Terminology of words under this policy

Planet Ozi Pty-Ltd is defined as 'We', 'Us' or 'Our'. The customer or end-user of Our services is defined as 'You' or 'Your'.

Undefined words have the same meaning as in the Telecommunications Act, 1997. Unless specified, these terms & conditions apply to all Services provided by Us. Policy means this document that you are currently reading, as may be amended by Us from time to time on 7 days notice; Service means an internet service provided by Planet Ozi Pty-Ltd, or any VISP Connected to us, or any associated company, together with associated services and software, including, but not limited to email facilities and web space;

You will be held responsible for copyright infringement if:

- You hold an account with Us for any purpose, and a third party confirms that your account has been used to commit copyright infringement, or
- There is good evidence that your account has been used to commit copyright infringement.

### **Good evidence of infringement includes:**

- Any legal notice served upon us by a law enforcement agency,
- A legal notice, including but not limited to a statutory declaration (or equivalent) by a third party
- Any other notice, demand or evidence that the law entitles Us to take as proof of copyright infringement or a reasonable likelihood of copyright infringement

Where we become aware of an infringement by you or your account  
**if you infringe for the 1st time:**

We shall open up a record on your account:

- notify you about the record and its date via your billing email address
- provide you with reasonable time, not more then 96 hours to reply to the notification sent

### **If You infringe for the 2nd time within a 3 month period:**

We will make notes on your account, as well as;

- notify you about the record of 2nd infringement and its date via your billing email address
- provide you with reasonable time, not more then 96 hours to reply to the notification sent

### **If You infringe for the 3rd time within a 6 month period:**

We will make notes on your account, as well as;

- notify you about the record of 3rd infringement and its date via your billing email address
- notify you about the record and its date via Your contact email account
- provide you with reasonable time, not more then 96 hours to reply to the notification sent

**If You infringe for a 4th time within a 12 month period:**

We will make notes on your account, as well as;

- notify you about the record of 4th infringement and its date via your billing email address
- provide you with reasonable time, not more then 96 hours to reply to the notification sent

**If You infringe for a 5th time within a 12 month period:**

We will make notes on your account, as well as;

- notify You about the record of the 5th infringement and its date via your billing email address
- provide you with reasonable time, not more then 48 hours to reply to the notification sent
- we may at our discretion terminate your account and charge you the applicable termination fees

**If You infringe for a 6th time within a 12 month period:**

We shall check to see if there is a record of any prior infringements. If there are 5 within the last 12 months, you will be deemed as a 'repeat infringer' and;

- We will make notes on your account
- Request you show cause why we should not terminate your account and charge you any applicable termination fees

### Other Infringements

Where we have received a notice of infringement that following our review makes it apparent that an infringement is occurring on our network, we shall;

- remove that material from our network as soon as is practicable after such notification,

Where we have received a notice of infringement, that following our review makes it apparent that an infringement is occurring on a network linked to our network,

- We will incapacitate Your link to Our network as soon as is practicable after us receiving such notification

We will, subsequent to us receiving the original notice of infringement, inform you of any actions we have taken in respect to infringements under this section.

## Changes to our Copyright Policy

We reserve the right to change this policy at any time and notify you by posting an updated version of the policy on its 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.