

Acceptable Use Policy for End Customers

Reason For This Policy

Your Service Provider is providing your DSL service (Services) based on services provided by Request Broadband Pty Ltd, ABN 89 091 530 586 ("Request")

This agreement forms part of your contract with your Service Provider and protects both Request and your Service Provider in the event that the Services are used improperly according to the law.

The Policy

The Policy sets out prohibited uses of the Services by you or people using your account (collectively, **Users**) and the consequences of violating this Policy. You accept that you are solely responsible for any use of the Services by people using your account.

Request may at any time vary the Acceptable Use Policy and require that you sign an updated agreement as may be requested from time to time according to legal requirements.

Use of Services

Users must use the Services in a responsible manner. Users must comply with all rules, regulations and acceptable use policies that are in force for each system accessed by Users and must not unreasonably consume excess resources on networks of Request or its suppliers.

Users must not use the Services to:

- knowingly send e-mail that may destroy or damage an e-mail recipient's computer;
- knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;
- reveal confidential information about Request and/or its suppliers which may result in unauthorised usage of the Services by a third party, except where Users are required by law to disclose such information;
- knowingly transmit information which contains viruses or other harmful components;
- interfere, damage or destroy computer systems involved in the operations of the Services including disobeying any requirements, procedures, policies or regulations of Request, other users and/or third parties.
- knowingly store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.

Users must use the Service in the manner described in your application for the Service as accepted by Request and in particular,

- only use the Service from the customer's premises nominated in the accepted application for the Service unless geographic roaming is specifically allowed by Request; and
- only use the Service in the quantities detailed in the accepted application for the Service.

Except as set out in this Acceptable Use Policy, Request does not monitor or control the content and information accessed via the Services: Request only provides access. Request is not responsible in any way for the content of the information accessed through its service or offered for public access through the Services.

Request may monitor the Services for the purpose of determining whether this Acceptable Use Policy is being complied with or as otherwise required or authorised by any law. If Request considers that this Acceptable Use Policy has been violated, Request reserves the right to take all legal and technical steps available under Request's agreement with the Service Provider including (without notice) suspending or terminating the Services or co-operating with any Commonwealth, State or Territory authority investigating criminal breaches of the use of the Services. Users will be held liable for, and indemnify Request for, all costs and damages, attributable to their unauthorised activities or disruptions.

To the extent permitted by law, Request disclaims all liability for, and does not accept any responsibility for, anything that may happen to a User or a User's equipment, or any loss incurred by a User through the use of any of the Services, or the suspension or termination of the Services.

To report a violation of this Acceptable Use Policy, please send details, including any documentation, article or e-mail to your ISP or Request c/o 12/461 Bourke St, Melbourne, of phone 1800 10 22 11.

This policy is Issue 4, dated 13 October 2003.