

Acceptable Use Policy

If you use the Service (and if applicable, any part or aspect of it), you must comply with this Acceptable Use Policy. If you fail to comply, Chariot may suspend or terminate your use of the Service without refund of any pre-paid Charges or effect on your liability to pay any Charges that you have not paid at that time.

The Acceptable Use Policy is designed to bring about the result that your use of the Service does not break any laws or interfere with the use of the Service by other Chariot customers.

A copy of this policy can be obtained from Chariot's web site. Chariot may change this Policy from time to time and you will be bound by those changes once posted on the web site. You must check this policy on Chariot's web site regularly to ensure that you are aware of your obligations under this policy, namely:

1. Age Restrictions

You must be over **18** years of age to have an Account with Chariot. If you are under the age of **18** years you must have the consent of your parent, teacher or other responsible adult before you can have an account with Chariot. Chariot may nevertheless refuse your application for the Service. Chariot has total discretion in this matter.

2. Parental Guidance - Children

Chariot strongly recommends that you seek guidance from the following site: <http://www.iaa.net.au/guideuser.html> to assist you to supervise and control children's access to Internet content. This site will also explain to you about your right to make a complaint to the Australian Broadcasting Authority about online content. Chariot also recommends that you install an approved content filter. You are solely responsible for the cost, maintenance and support of any filter you choose to install.

3. Commercial Content Provider

Chariot strongly recommends that you seek guidance from the following site: <http://www.iaa.net.au/guideuser.html> in relation to using appropriate labelling systems as well as your legal obligations in regard to the content you publish.

4. Unacceptable Conduct

You must not:

- use the Service to obtain or attempt to obtain unauthorised access to any computer, system or network. If you do not have permission, you must not:
 - access or use any data, systems or networks;
 - probe, scan or test the vulnerability of a system or network;
 - breach any security or authentication measures for a system or network; or
 - attempt to gain access to the account of any other user.It is a criminal offence to unlawfully access or damage data in a computer, system or network;
- use the Service in a manner which interferes with the rights of other users. In particular you must not:
 - monitor (or attempt to monitor) data or traffic on any network or system without permission of the owner of the network or system;
 - forge any TCP-IP packet header, any part of the header information or an e-mail source address in an e-mail or newsgroup posting;
 - provide false user information to Chariot or other users;
 - send large amounts of unsolicited or unwanted e-mail to others and/or their business accounts;
 - gain access to a person's private information (or attempt to do so);
 - disobey the rules of any newsgroup, forum, e-mail mailing list or other similar group; or

- post the same or similar messages to one or more newsgroups (including by excessive cross-posting or multiple-posting, also known as 'spam').
If you do not want to receive unsolicited e-mail or promotional material Chariot strongly recommends that you seek guidance from <http://www.iaa.net.au/guideuser.html>
- use the Service in a manner which may interfere with the technical operation of the Service or any other computer, system or network;
- attempt to interfere with the regular workings of Chariot's systems or network connections. Chariot may override any attempt by you to specify a particular traffic routing pattern;
- impair (or attempt to impair) the ability of other people to use Chariot's systems or the Internet. In particular you must not use the Service to disable (or attempt to disable) other systems; or
- use IRC bots or clonebots on the Service, whether on IRC servers controlled by Chariot or other parties. An IRC bot is a program that runs and is connected to an IRC server **24** hours a day, automatically performing certain actions.

5. **Act Responsibly**

In using the Service you must at all time conduct yourself in a responsible and considerate manner. In particular you must not break any laws or infringe the rights of other persons. For example, you must not:

- distribute or make available any abusive, obscene, defamatory, personally offensive or pornographic material including any material which would be classified **R** or **X** (or refused classification) by the Classification Board; or
- copy any material if you do not have the owner's permission to do so.

6. **Detection and Breach**

To detect and deal with breaches of the Acceptable Use Policy, Chariot may take the following actions:

- Chariot will co-operate with other Internet Service providers to control unacceptable user behaviour;
- Chariot may give details of users who are suspected of breaking any laws in connection with the Service to the police and to other law enforcement agencies;
- Chariot may implement technical mechanisms to prevent behaviour, which breaches this Policy (for example, which block multiple postings before they are forwarded to their intended recipients);
- Chariot may exercise any rights it has under its agreement with you if your account is being used in breach of this Policy. Such rights include the right to suspend or terminate your use of the Service; or
- Chariot may take any other action it considers appropriate, including taking action against offenders to recover the costs and expenses of identifying them.

7. **Telecommunications Act 1997**

You acknowledge that Chariot must comply with the *Telecommunications Act 1997* (Cth) and other laws and directives from state or federal law enforcement agencies that have jurisdiction over the use of Internet services and the Services (or either) and that Chariot is not liable for any loss, damage or interruption to the Service that you may suffer or incur as a result of compliance therewith.

8. **Offensive material**

Chariot disclaims all or any liability for any material on the Internet that you find offensive, upsetting, defamatory or in any way unsuitable for a person to view (whether or not that person is under the age of **18** years).