

Web Hosting Acceptable Use Policy - effective 1 November 2004

1. INTRODUCTION

- 1.1 This Web Hosting Acceptable Use Policy is applicable to your use of the realestate.com.au Web Hosting Service ("the Service"). It is intended to ensure that your use of the Service is trouble free and that you have due regard to the law and the needs of other users.
- 1.2 This Acceptable Use Policy forms part of your agreement with us for the Service.
- 1.3 We may change this Acceptable Use Policy as set out in the Terms and Conditions for the Service.

2. YOUR OBLIGATIONS

- 2.1 You must abide by the provisions of this Acceptable Use Policy.
- 2.2 You must only use the Service for the purposes for which it was designed and offered and not for any other purpose including any purpose stated in this Acceptable Use Policy as being not acceptable.
- 2.3 You must use the Service in a responsible manner, taking into account the effects your use of the Service may have on other users of the Service and the realestate.com.au website.
- 2.4 You should familiarise yourself with your legal responsibilities. You can view information about your legal responsibilities in relation to:
 - 2.4.1 supervising and controlling children's access to internet content;
 - 2.4.2 procedures which parents can implement to control children's access to internet content, including availability, use and appropriate application of internet content filtering software; and
 - 2.4.3 obligations which may exist in relation to your content under the Broadcasting Services Act 1992 (as amended) or other applicable state legislation;

at either of the following web sites: <http://www.iaa.net.au>; or <http://www.aba.gov.au>

3. ACCEPTABLE USE

- 3.1 It is acceptable to use the Service for the purposes for which the Service is provided and in compliance with the terms and conditions of your Agreement with us and in compliance with this Acceptable Use Policy and any other document, rule, law or regulation that governs our relationship.

4. WHAT IS NOT ACCEPTABLE USE?

- 4.1 It is not acceptable to use, attempt to use, or allow the Service to be used:
- 4.2 In a way that results in you or us breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct, or a voluntary code of conduct that you have agreed to comply with;
- 4.3 In a way that results, or could result, in damage to property or injury to any person;
- 4.4 To harass, menace or stalk people;
- 4.5 To cause or allows any person to place on the internet, obtain through the internet or transmit using the internet any of the following:
 - 4.4.1 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, child pornography, bestiality, excessively violent or sexually violent material, real depictions of actual sexual activity; or
 - 4.4.2 Content hosted in Australia which is classified R and not subject to a restricted access system which complies with criteria determined by the ABA. Content classified R is not considered suitable for minors and includes material containing excessive and/or strong violence or sexual violence, material containing implied or simulated sexual activity, material which deals with issues or contains depictions which require an adult perspective.
- 4.6 To enable a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- 4.7 To incite discrimination, hate or violence towards one person or group because of their race, religion, gender or nationality;
- 4.8 To send, display or be otherwise involved in material which is obscene or defamatory or which is, or which would be considered by a reasonable person to be, offensive or abusive;
- 4.9 To engage in any misleading or deceptive business or marketing practice;
- 4.10 In a way that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
- 4.11 In a way that infringes our or any other person's rights (including intellectual property rights and moral rights), is a misuse of our or any other person's confidential information; or results in a breach by you of any obligation that you owe to any person;
- 4.12 To undertake any activity which impedes our ability to provide its Service, making or receiving transmissions of any type or quantity which adversely affect our operation or jeopardise the use of our Service, or its performance for other subscribers, or undertaking acts that waste resources or prevent other users from receiving the full benefit of our Service;

- 4.13 To solicit subscribers to become subscribers of other competitive services;
- 4.14 To send illegal spam (Commercial Electronic Messages within the meaning of the Spam Act 2003);
- 4.15 To provide for or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data belongs to us or anyone else);
- 4.16 To provide a capability on one of our hosted sites which permits third parties to send illegal spam from one of our servers;
- 4.17 To access or use our or any one else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;
- 4.18 To create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you;
- 4.19 To send electronic chain letters, to manipulate or bypass our content usage limits, send email to a recipient after the recipient has unsubscribed from your mailing list or has advised you by other means that they do not wish to be on the mailing list;
- 4.20 To undertake activities which cause or may cause third party service providers to place our internet protocol (IP) addresses on a blacklist and/or block those IP addresses;
- 4.21 To distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists.

5. THIRD PARTY COMPLAINT PROCESS

- 5.1 From time to time, we may receive complaints from third parties ("Complaints") regarding unacceptable uses, allegedly being conducted by you. We will make reasonable endeavours to resolve such complaints by working with you. The complaint process set out here does not apply to complaints the subject of court order or proceedings, or where we reasonably believe that we must take urgent action without reference to you.
- 5.2 If we are unable to resolve the complaint by working with you, our policy is to put the complaining party in direct contact with the party best able to answer the complaint. Accordingly, you authorise us to provide to third party complainants your relevant contact details.
- 5.3 You have a right to complain to the ABA about content. If you become aware that a web site hosted by us contains content that may be prohibited by law, you can make a formal complaint to the Australian Broadcasting Authority by contacting them at: ABA, Head Office, Level 15 Darling Park, 201 Sussex Street, Sydney NSW 2000, or through their web site at <http://www.aba.gov.au>.

6. THINGS WE MAY DO TO ENSURE THAT THIS POLICY IS BEING FOLLOWED

- 6.1 We may monitor your account but will respect your privacy. We may monitor the conduct of your account to determine whether this policy is being followed.
- 6.2 We may suspend or terminate your account and/or notify the authorities. If we believe that your use of the Service may break the law or that you have not complied with this policy we may:
 - 6.2.1 warn you by email (but we are not obliged to do so);
 - 6.2.2 suspend your access to the Service;
 - 6.2.3 terminate your account without notice; and/or
 - 6.2.4 notify and provide relevant information to the authorities, as appears appropriate in the circumstances.
- 6.3 In the event of taking action under the above clause, we reserve the right to delete any or all of your information, material, software or other content stored on our system at our sole discretion.
- 6.4 We may, at our absolute discretion and without notice to you, suspend or terminate your access to the Service:
 - 6.4.1 where we are made aware that a court order, judgment, decree, determination or otherwise has been made to the effect that your data is illegal, offensive, objectionable or in breach of a third party's rights; or
 - 6.4.2 if we are directed to do so by the ABA or are otherwise required by law to do so.
- 6.5 You agree that you will have no claim against us in respect of any action reasonably taken by us in our implementation of the terms of this Acceptable Use Policy, and you indemnify us against any claim by any person arising out of the same.