

# ACCEPTABLE USE POLICY

The purpose of this acceptable use policy is to establish appropriate and acceptable practices regarding the use of the Service and to protect users from illegal, inappropriate or damaging actions by individuals, either knowingly or unknowingly.

The Policy forms part of the any licence agreement (including the End User Licence Agreement).

For the purpose of this Policy, the **Service** is QUADRANT.

## YOUR OBLIGATIONS AND PROHIBITED USE

1. You must not access, nor permit any other party to access, the Service for any purpose or activity of an illegal, fraudulent or defamatory nature or any other nature contrary to law or statute.
2. You must not use the Service other than in accordance with any applicable licence agreement including the End User Licence Agreement.
3. It is the responsibility of every user to know and understand the terms of this policy and to conduct their activities accordingly.
4. You must not use the Service:
  - 4.1 to make available any material that is illegal;
  - 4.2 to provide unrestricted access to material that is unsuitable for minors;
  - 4.3 to transmit or display (or permit any other party to use the Service to transmit or display) threatening, obscene, offensive or abusive materials, or engage in any form of harassment when using the Service (or when permitting any other party to use the Service);
  - 4.4 to attempt to access any data, documents, email correspondence, and program for which you do not have access;
  - 4.5 to send messages to any individual who has indicated that he/she does not wish to receive messages from you;
  - 4.6 in a way which causes or is likely to cause significant network congestion, disruption or otherwise adversely affect a supplier's network;
  - 4.7 to send, allow to be sent, or assist in the sending of Spam;
  - 4.8 to use or distribute any software designed to harvest email addresses;
  - 4.9 to otherwise breach the Spam Act 2003 (Cth) or the Spam Regulations 2004 (Cth);
  - 4.10 to adversely affect another person's use of or access to the Service, or a supplier's network; or
  - 4.11 to be used to host any device or service that allows email to be sent between third parties not under your authority or control.
5. You will not act through the Service, or use the Service, to block or disrupt access by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to attempting to gain unauthorised access to another computer system, unauthorised

copying, monitoring, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or propagating computer viruses, worms and other types of malicious programs, probing, scanning or testing the vulnerability of a system or network, breaching any security or authentication measures for a system or network, accessing the account or private information of any other user, accessing any server in violation of any acceptable use policy of that server, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

6. You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Service) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material.
7. You must respect the privacy of others when accessing and using the Service.
8. You must, in accessing and using the Service, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.
9. You must not use the Service for any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
10. You must not use (or attempt to use) or distribute tools designed for compromising security (such as password guessing programs, cracking tools, packet sniffers or network probing tools).
11. You must not share your account details or passwords or similar information used for identification and authorisation purposes.
12. You are responsible for any content you store, send or distribute on or via our Service and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging and SMS.
13. Commonwealth legislation allows the Australian Communications and Media Authority (ACMA) to direct us to remove from our network and servers any content which is classified, or likely to be classified, as 'prohibited' content. You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any other law enforcement or security agency.

#### **OUR RIGHTS**

14. We reserve the right to remove any information, data or materials, in whole or in part (or limit, suspend or terminate your use of and access to the Service), regardless of whether such material or its dissemination is unlawful:
  - (a) that we, in our sole discretion, deem to be offensive, obscene, indecent, illegal or otherwise inappropriate; or
  - (b) if your use of the Service and/or the data you have uploaded using the Service is subject to any investigation by law enforcement or regulatory authorities.
15. We are under no obligation to monitor transmissions or published content on the Service. However, we or our agents have the right to monitor such transmissions or published content from time to time.
16. For security and network maintenance purposes, authorised individuals (at the direction of the Quadrant Project Director as published at <http://www.quadrant.edu.au/legals>) may:

- 16.1 monitor equipment, network traffic and Service usage;
  - 16.2 view any material on the system, including material that a user has deleted; or
  - 16.3 monitor and record a user's information input or output, or other use, of the system, at any time without notice to users.
17. We reserve the right to:
- 17.1 audit networks and systems on a periodic basis to ensure compliance with this policy;
  - 17.2 scan any IP address ranges allocated to you for your use with the Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers; and
  - 17.3 limit, suspend or terminate your:
    - (a) access to the Service; and/or
    - (b) project account storage,if you engage in Excessive Use or if necessary (in our absolute discretion).
18. This policy is supplementary to and does not limit any of our rights under any licence agreement (including the End User Licence Agreement).
19. We reserve the right to suspend, limit or terminate your access to the Service if you are in breach of this Policy. This right applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.
20. We may vary this Policy by posting a revised version on the website [www.quadrant.edu.au](http://www.quadrant.edu.au) or by otherwise notifying you in accordance with your licence agreement (or End User Licence Agreement). The modified terms will become effective upon posting, or, if we notify you by email, as stated in the email message. By continuing to use the Service after the effective date of any modifications to this Policy, you agree to be bound by the modified terms.
21. In the event of any inconsistency between this Policy and any licence agreement (including an End User Licence Agreement), the licence agreement (or End User Licence Agreement) will prevail to the extent of the inconsistency.

## DEFINITIONS

22. Definitions - In this Policy

**"Excessively Use"** is a continuing and unreasonably disproportionate use of the Service or storage of data or information (in connection with a project account) when compared to other users.

**"Spam"** includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003 (Cth), and derivations of the word "Spam" have corresponding meanings.