

Fair Use Policy

Background

The Encoo Fair Use Policy (policy) sets out the rules and guidelines in relation to your use of your Encoo Network and Internet services. The aim of this policy is to ensure that Encoo is able to provide a quality service to all of our Channel Partners and ensure that no Channel Partner is disadvantaged due to the behaviour of another Channel Partner.

Encoo reserves the right to vary the terms of this Fair Use Policy from time to time

1. Your Use

You must only use the Services lawfully and in accordance with the terms of your agreement with us for your personal, domestic, reselling or business use.

2. Prohibited Use

You must not use or attempt to use the Services or allow the Services to be used:

- a. for any activity that breaches any law including any direction, order, regulation or industry code;
- b. in any way that infringes the rights of other persons, including if you:
- c. defame, harass, injure, menace or abuse any person or property or violate any person's privacy;
- d. infringe any person's intellectual property rights; or
- e. incite hatred against any person;
- f. to transmit, publish or make available material that is offensive, abusive, indecent, pornographic or confidential (or promote others to engage in such acts);
- g. to send excessive unsolicited data to third parties for any purpose;
- h. to access, host or send any 'prohibited content' as that term is defined in the Broadcasting Services Act 1992 (Cth);
- i. to resupply or resell a Service without Encoo's consent
- j. in any way that might expose us or any of our Third Party Suppliers, to liability or the risk of legal or administrative action, including prosecution under any law, or bring us or any of our Third Party Suppliers into disrepute or adversely affect the Encoo brand;
- k. in a way that will interfere with, interrupt, manipulate, bypass or degrade the Service, the integrity of the Encoo Network or any network or equipment of another person; and

3. Security of the Encoo Network and others

You are prohibited from violating or attempting to violate the security of the Encoo Network or any network or equipment of another person, including:

- a. taking steps to gain unauthorised access to services and/or your Account;
- b. attempting to probe, scan or test the vulnerability of the system;
- c. breaching any security or authentication measures without proper authorisation;
- d. attempting to interfere with, disrupt or disable services to another person, host or network, including without limitation via means of overloading, flooding, mail bombing or crashing;

- e. knowingly distributing any material or software which contains a virus, Trojan or other harmful feature; or
- f. taking action to obtain services to which you are not entitled.

You must tell us as soon as you are aware of any authorized or attempted unauthorized use of your Services and any other breach or attempted breach of security.

4. Remedial Action

If you breach this policy or if the law or a regulator or other authority requires us to do so, we may take remedial action. Such action may include:

- a. giving you a notice or warning letter requesting you to stop certain activities or conduct or take steps to remedy the breach;
- b. immediately suspending or terminating your Services if you fail to take steps to remedy the breach;
- c. immediately terminating or suspending your Services at any time if we deem it necessary to do so for a serious breach of this policy;
- d. reporting of the activities or conduct to relevant authorities; or
- e. other action that we deem appropriate.

5. Site blocking

We may block or disable access to certain Internet sites if the Federal Court of Australia has determined that these sites infringe or facilitate the infringement of copyright.

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