

DODO ACCEPTABLE USAGE POLICY

Posted 13 July 2009

Effective 27 July 2009 for existing customers

Effective 13 July 2009 for new customers.

About the Policy

As part of our aim to provide a quality service at a reasonable price to all our users, we have implemented this Policy to ensure that each subscriber's use of the Service:

- meets legal requirements;
- does not unreasonably interfere with other subscribers; and
- does not unreasonably impact on our ability to provide the Service.

1. Meanings of Words

In this document, the following words have these meanings:

Carriage Service Provider has the meaning set out in the *Telecommunications Act 1997 (Cth)*

Dodo or Us/Our/We means Dodo Australia Pty Limited ACN 097 636 970

Policy means this document, as may be amended by Dodo from time to time on 14 days notice;

Service means any Internet services and phone services provided by Dodo to You, together with associated services and software such as email facilities, web space and customer support.

Special means a special promotion or offer made by Us in connection with the Service.

You means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;

2. When this Policy comes into effect

This Policy applies immediately if you are a new subscriber to the Service. For current subscribers, this Policy applies 14 days after this Policy is posted on Dodo's website. If any changes are made to this policy by Dodo, these changes come into effect 14 days after the revised policy is posted on Dodo's website.

3. Security

3.1 Passwords

You must keep confidential the password you use to subscribe to the Service. You remain responsible for any use of the Service made using your password.

3.2 Unauthorised access

You must not attempt to obtain unauthorised access to any computer system, including unauthorised access to Dodo's system (for example, by attempting to use the account of another user). You must not host any content that enables others to obtain such access.

3.3 Attacks on third party systems

You must not participate (including by making content available) in any attempt to cause any computer system (including Dodo's system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.

4. Use of the Service

4.1. Complying with Laws

When you use the Service, You must comply with:

- a. all laws;
- b. all directions by a regulator;
- c. all notices issued by authorization of or under law, for example, under the *Copyright Act 1968 (Cth)*; and
- d. reasonable directions by Us.

4.2. Illegal Use of the Service

You must not use, or attempt to use, or permit another person to use or attempt to use, the Service:

- a. to break any law or to infringe another person's rights, including damaging any property or injuring or killing any person or infringing someone's copyright or committing fraud;
- b. to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
- c. to expose Us to liability; or
- d. in any way which damages, interferes with or interrupts the Service, or a supplier's network used to supply the Service.

4.3. Our Rights

- a. We may ask You to stop doing something which We reasonable believe is contrary to paragraph 4.2 above. You must immediately comply with any such request. If you do not, then We may take any reasonable steps to ensure compliance with clause 4.2 above or the request;
- b. You acknowledge that where the service is a carriage service, We, or any supplier whose network is used to supply the Service, may be required to intercept communications over the Service and may also monitor Your usage of the Service and communications sent over it.

5. Electronic Messages

You must not use the Service to distribute electronic communications (including electronic mail, SMS messages, chat messages and newsgroup postings):

- a. to a person or group who has indicated that they do not wish to receive the communication from you;
- b. if the communication is unsolicited bulk mail (whether or not it is commercial in nature) or as unsolicited commercial message as defined in the Spam Act 2003;
- c. in a way that forges or disguises the origin of the communication;
- d. in a way which is intended, or likely to, adversely affect the functionality of any computer system (including Dodo's systems).

6. What happens if you breach this Policy

If Dodo believes on reasonable grounds that you have breached this Policy, Dodo may (but is not obliged to) take one or more of the following steps:

- a. suspend your access to the Service indefinitely or for a specific period;
- b. terminate your access to the Service and refuse to provide the Service to you or your associates in the future;
- c. inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and
- d. delete or edit any of your data (including webpage content) stored on Dodo's computer systems.