

Rev 2.3 08 May 2017

CCL's Acceptable Use Policy

Policy for the use of CCL Network

APPLICATION

1. This policy sets out terms and conditions on which *Users* may access and use *CCL's Network*. Please read this document carefully before accessing *CCL's Network*.
2. This policy applies to all *Users* of the *CCL Network*. Each *User* acknowledges and agrees that the terms and conditions of this policy are fair and reasonable and further acknowledges and agrees that access and use of the *CCL Network* has been and is being provided by *CCL* at no additional cost to the *User*.
3. By using *CCL's Network*, each *User* agrees to comply with the terms of this policy and further acknowledges and agrees that a failure to comply with this policy may lead to suspension or termination of the *User's* access to and use of *CCL's Network*.
4. This policy should be read together with the *Other Network Policies* which are also binding on *Users*. All current terms and conditions and policy documents which are binding on *CCL Network Users* are published on the *CCL* website: www.ccl.com.au
5. For the avoidance of doubt, all *CCL Network Users* must at all times comply with the Macquarie Telecom Services Agreement Acceptable Use Policy as amended from time to time by Macquarie Telecom. The version which is current and applicable as at the date of this policy can be found at: <https://macquarietelecom.com/service-agreements/>

DEFINITIONS

<i>CCL</i>	means Counsel's Chambers Limited;
<i>CCL Network</i>	means the internet (both cable and wireless), data, VoIP and related infrastructure and services provided by <i>CCL</i> ;
<i>CCL Services</i>	means the services provided through the <i>CCL Network</i> ;
<i>other Network Policies</i>	means and includes the: <ol style="list-style-type: none"> (a) Network (Data and VoIP) Connection Terms and Conditions dated 5 August 2015, (b) Policy for the Maintenance and Use of Communication and

	<p>Network Services Infrastructure Rises dated 6 March 2007,</p> <p>(c) Network Interconnection Policy (Data VoIP) dated 6 March 2007,</p> <p>(d) Wireless Network Connections Policy dated 08 May 2017,</p> <p>as amended from time to time by <i>CCL</i> in its absolute discretion without notice to <i>Users</i> and also includes any other policies which <i>CCL</i> may in its absolute discretion issue in respect of use and access to the <i>CCL Network</i>;</p>
<i>Prohibited Internet Gambling Content</i>	means content hosted by a prohibited Internet gambling service as defined by the Interactive Gambling Act 2001;
<i>Prohibited Online Content</i>	means Prohibited Content as defined by the Broadcasting Services Act 1992;
<i>us or we</i>	means <i>CCL</i> ;
<i>user</i>	means any person who has access to or uses the <i>CCL Network</i> including any of <i>CCL</i> 's members or their staff, <i>CCL</i> 's employees and contractors, and any other person who has been granted access to the <i>CCL Network</i> ; and,
<i>you or your</i>	is a reference to any <i>User</i> .

CONDITIONS ON ACCESS AND USE OF THE CCL NETWORK

1. *CCL* reserves the right at any time to monitor the quantity of *your* usage of the *CCL Network* (ie, the amount of data downloaded and uploaded) and to ensure *you* are acting in compliance with this Policy.
2. *You* must ensure that *your* employees, agents, sub-contractors, clients and visitors comply with *CCL*'s Acceptable Use Policy if *you* permit or allow them to use the *CCL Network*. *You* must also ensure that *you* do not permit or allow a minor to use the *CCL Network* other than with express consent and supervision of their parent or guardian.
3. Without limiting the terms of use, *you* agree that the *CCL Network* may not be used in any manner that is not permitted under *CCL*'s Acceptable Use Policy or that is otherwise unlawful.
4. *You* must not:

- (a) use the *CCL Network* to commit or engage in crimes including (but not limited to): theft and fraud, the publication and/or distribution of prohibited or potentially *Prohibited Online Content*, accessing *Prohibited Internet Gambling Content*;
- (b) use the *CCL Network* to engage in breach of laws relating to the protection of copyright, trade secrets, patents or other intellectual property rights or in breach of laws relating to spam or privacy, whether such violation is by way of the installation or distribution of "pirated" software or otherwise;
- (c) carry out unlawful copying of copyrighted material including, but not limited to, unlawful digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music or video and the installation of any copyrighted software for which *you* do not have an active license;
- (d) export software, technical information, encryption software or technology, in violation of domestic export control laws;
- (e) introduce malicious programs into the *CCL Network* or servers (e.g., viruses, worms, Trojan horses, e-mail bombs);
- (f) except for a purpose which would not constitute a breach of *CCL's* Acceptable Use Policy, reveal *your* account password to others (other than for a legitimate, honest and reasonable reason that is expressly authorised by *you*, such as to *your* secretary or an authorised delegate of *yours*);
- (g) provide *your* account password to or otherwise assign or give control of *your* account to a minor, or provide *your* account password to others to permit use of, modification of or tampering with the *CCL Network* by third parties;
- (h) except for a purpose which would not constitute a breach of *CCL's* Acceptable Use Policy, use another person's name, username or password or otherwise attempt to gain access to the service of any other person (other than for a legitimate, honest and reasonable reason that is expressly authorised by that other person, such as where that person is *your* secretary or has authorised *you* to be their delegate);
- (i) effect security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which *you* are not an intended recipient or logging into a server or account that *you* are not expressly authorised to access or corrupting any data. For the purposes of this paragraph, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
- (j) carry out Port scanning or security scanning (where such scanning is carried out without the prior written authorisation of *CCL*);
- (k) execute any form of network monitoring which will intercept data not intended for *you*;
- (l) circumvent *user* authentication or security of any *CCL* host, network or account;
- (m) use any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, any persons' terminal session, via any means, locally or via the Internet;

- (n) send unsolicited email messages in breach of the Spam Act 2003;
 - (o) carry out unauthorized use, or forging, of email header information;
 - (p) create or forward "chain letters", "Ponzi" or other "pyramid" schemes of any type;
 - (q) use the *CCL Network* in breach of any person's privacy (such as by way of identity theft or "phishing").
5. Because it is important that all *Users* of the *CCL Network* are able to access the *CCL Network* at all times, *you* must limit *your* use to "fair use". *You* must:
- (a) be cognisant of the fact that the *CCL Network* is shared services and act accordingly;
 - (b) ensure that *your* use of the *CCL Services* does not detrimentally impact on the use of the *CCL Network* by other *Users*;
 - (c) be at all times aware that *your* use of the *CCL Network* does not permit *you* to engage in "unlimited downloads" particularly at peak times; and
 - (d) be at all times aware that where one *user* is constantly downloading large files it will slow the connection for the other *users*.
6. If *you* do not comply with the terms of this Acceptable Use Policy, *CCL* may contact *you* to discuss how *you* can change the way *you* use the *CCL Network* so as to comply with the terms of this Policy. If *you* thereafter continue to act in a manner which is not in conformity with any of the terms of this Policy, *CCL* may, without notice, terminate or suspend *your* use of and access to the *CCL Network*.

LIMITATIONS, WARRANTIES AND INDEMNITIES

1. *CCL* will at all times use reasonable endeavours to ensure the *CCL Services* are provided continuously and that they are adequate for the needs of *Users*.
2. *You* use the *CCL Network* at *your* own risk and *you* agree that *CCL* does not warrant to *you* that the *CCL Services*:
 - (a) will be available for use without any interruption; and
 - (b) are suitable or adequate for the purposes required by *CCL Network Users*.
3. In the event that the *CCL Services* are interrupted, suspended or otherwise fail to operate for any reason whatsoever for any period of time, *you* will not be entitled to claim from *CCL* any damages for any loss or liability of any nature whatsoever incurred by *you* or *your* employees, subcontractors or agents including in respect of any personal injury (including death), any loss of or damage to property or any economic loss incurred or suffered as a consequence of the interruption, cessation or failure of the *CCL Services*.
4. *You* will raise no objection to nor make any claim against *CCL* in relation to any action taken by, or agreement entered into, by *CCL* concerning the *CCL Services* which is required by law or Court order including in relation to the storage of any data stored by *you* on the *CCL Services*.
5. *You* acknowledge and agree that *CCL* does not warrant to *you* or any third parties that any data:

- (a) stored on the *CCL Services*, or
- (b) which is transmitted or communicated via the *CCL Services* and *CCL Network*, or
- (c) the transmission or communication of which is being facilitated by the *CCL Services* and *CCL Network*,

including the contents of privileged legal advice (*Your Data*), will be preserved, not collated, not monitored or not accessed by third parties under the authority of any law or Court order or otherwise.

6. *You* further acknowledge and agree that *CCL* does not have any obligation to ensure that *Your Data* is not accessed, not collated and not monitored by third parties.
7. *You* must indemnify and hold harmless *CCL*, its officers, employees, agents, contractors and other *Users* from and against all loss, damage, costs (including reasonable legal costs and expenses) or liabilities including consequential loss that may be incurred, suffered or sustained by any or each of them as a direct or indirect result of:
 - (a) *your* breach of, or failure to comply with, any provision of *CCL's* Acceptable Use Policy, the *Other Network Policies* or the Macquarie Telecom Services Agreement Acceptable Use Policy, as amended from time to time;
 - (b) any unlawful or negligent act, act or omission by *you* in *your* use of or access to the *CCL Network*;
 - (c) any unlawful or negligent act, act or omission by any person, who *you* have authorised, permitted or enabled to use the *CCL Network*, in the course of or in connection with that person's use of or access to the *CCL Network*.