COUNSEL'S CHAMBERS LIMITED

A.C.N. 000 111 302   When replying please quote

APPLICATION TO OPEN PORTS THROUGH THE FIREWALL

Only outbound data connections will be permitted. This application is subject to the external connection policy (copy attached) and approval by the Board of Directors of Counsel's Chambers Limited ("**CCL**").

NAME:
_____

EMAIL ADDRESS:
_____

CHAMBERS:
_____

TYPE OF SERVICE REQUESTED:
_____
(eg. Realtime Transcript, VPN to solicitor's firm, etc.)

NAME OF SERVICE:
_____
(eg. E.law, Livenote etc)

IP ADDRESS OF REMOTE SYSTEM:
_____

TCP PORTS: **UDP PORTS:**
_____

Floor Secretary:
Signature: _____ **Date:** _____
(Floor secretary to sign on behalf of the Floor granting permission for the port to be opened.)

By signing below you:

- Indemnify CCN for any loss or damage caused by malicious activity;
- Indemnify Your Floor Members for any loss or damage caused by malicious activity;
- Agree to keep your virus definitions up to date and run frequent virus scans;
- Agree to promptly apply security patches to your software and operating system;
- Acknowledge that connections will be removed after 14 days of inactivity without further notice; and,
- Agree to the terms of the attached Acceptable Use Policy and External Connection Policy

When the Applicant and the Floor sign this Application to Open Ports through the Network Firewall that indemnifies your floor members and CCL you are acknowledging that potential security risks to your floor will be created and are aware that open ports are not secured by the high level security otherwise offered on the CCL Network. Further, you are aware that damage may be caused from malicious activity, such as through malicious software (viruses, trojans and spyware) or through active attacks such as session hijacking or Denial of Service attacks, to both the computer of the applicant, the computers of other floor members and, possibly, the CCN Network.

Applicant:
Signature: _____ **Date:** _____

174 Phillip Street, Sydney, NSW 2000, Australia
DX 973. Phone: (02) 9231 3644. Fax: (02) 9235 3783.
E-mail: support@counselschambers.com.au
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COUNSEL'S CHAMBERS LIMITED

CCL's Acceptable Use Policy

Policy for the use of CCL Network

A.   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.counselschambers.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: http://www.macquarietelecom.com/wp-content/uploads/2014/10/Macquarie-Telecom-Acceptable-Use-Policy-v51.pdf

B.   DEFINITIONS

CCL means Counsel's Chambers Limited.

CCL Network means the internet (both cable and wireless), data, VoIP and related infrastructure and services provided by CCL.

CCL Services means the services provided through the CCL Network.

Other Network Policies means and includes the:

(a)   Network (Data and VoIP) Connection Terms and Conditions dated 5 August 2015**,**

(b) Policy for the Maintenance and Use of Communication and Network Services Infrastructure Rises dated 6 March 2007,

(c) Network Interconnection Policy (Data VoIP) dated 6 March 2007,

(d) Wireless Network Connections Policy dated 14 June 2012,

as amended from time to time by CCL in its absolute discretion without notice to Users and also includes any other policies which CCL may in its absolute discretion issue in respect of use and access to the CCL Network.

Prohibited Internet Gambling Content means content hosted by a prohibited Internet gambling service as defined by the *Interactive Gambling Act 2001*.

Prohibited Online Content means Prohibited Content as defined by the *Broadcasting Services Act 1992*

Us or we means CCL.

User means any person who has access to or uses the CCL Network including any of CCL's members or their staff, CCL's employees and contractors, and any other person who has been granted access to the CCL Network.

You or your is a reference to any User.

C.   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;

(n)   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;

(o)   send unsolicited email messages in breach of the Spam Act 2003;

(p)   carry out unauthorized use, or forging, of email header information;

(q)   create or forward "chain letters", "Ponzi" or other "pyramid" schemes of any type;

(r)   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 (eg 1-3 GB once a day), 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.

D.   LIMITATIONS, WARRANTIES AND INDEMNITIES

7.   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.

8.   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.

9.   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.

10.   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.

11.   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.

12.   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.

13.   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 or omission by you in your use of or access to the CCL Network;

(c)   any unlawful or negligent 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.

DATED: 10 February 2016

External Connection Policy

Restrictions for Opening Ports on the Counsel's Chambers Network Firewall.

Type	Permit/Deny
Real Time Transcripts	Permit
VPN connection to Solicitors firms etc.	Permit
File Sharing networks (Kazaa, Bit Torrent etc)	Deny
Internet Relay Chat (IRC)	Deny
Video Conferencing	Permit with restrictions
Peer-to-Peer	Deny
Virus Scanner Updates	Permit
Financial Trading Software	Permit

Connections will only be permitted if the user agrees to be responsible for upgrading and applying security patches in a timely manner as soon as they are available. The user should also follow best security practices on their computer to limit the effect of any possible resultant breach of security. Only outbound connections will be permitted.

Dated: 16 March 2006