



## Acceptable Use Policy

### **1. About the Policy**

As part of our aim to provide a quality service at a reasonable price to all our users, this policy has been implemented 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.

In this document, the following words have these meanings:

- "You" means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;
- "Policy" means this document, as may be amended by Blackstump Solutions from time to time on 14 days notice;
- "Service" means a residential Internet service provided by Blackstump Solutions, together with associated services and software such as email facilities, web space and customer support.

### **2. When this Policy comes into effect**

This Policy applies immediately if you are a new subscriber to the Service. For current Users, this Policy applies 14 days after this Policy is posted on Blackstump Solutions' website. If any changes are made to this policy by Blackstump Solutions, these changes come into effect 14 days after the revised policy is posted on Blackstump Solutions 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 Blackstump Solutions' system (for example, by attempting to use the account of another user).

#### *3.3 Attacks on third party systems*

You must not participate in any attempt to cause any computer system (including Blackstump Solutions system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.

### **4. Illegal and infringing use**

You must not use the Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes, without limitation:

- fraudulent, deceptive or illegal activity;
- infringement of copyright, trademarks or other intellectual property rights;
- infringement of laws relating to censorship and classification of material;
- using the Service to create, forward or distribute defamatory statements.

### **5. Inappropriate use of resources**

Blackstump Solutions reserves the right to disconnect or separate into a separate pool the users that stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data. The data volumes above which Blackstump Solutions reserves the right to act is currently set at 30 Gigabytes per month.

### **6. Electronic Mail**

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

to a person or group who has indicated that they do not wish to receive the communication from you;

- if the communication is unsolicited bulk mail or "spam" (whether or not it is commercial in nature);
- in a way that forges or disguises the origin of the communication;
- in a way which is intended, or likely to, adversely affect the functionality of any computer system (including Blackstump Solutions systems).

## **7. What happens if you breach this Policy?**

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

- suspend your access to the Service indefinitely or for a specific period;
- place time or download limitations on your use of the Service;
- terminate your access to the Service and refuse to provide the Service to you or your associates in the future;

If Blackstump Solutions considers that you are in breach of Section 5 of this Policy (Inappropriate Use of Resources, Blackstump Solutions may (in addition to other steps set out above)

- place you in a separate pool of users with similar usage patterns in order to free up resources for other users;
- inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and delete or edit any of your data (including webpage content) stored on Blackstump Solutions' computer systems.

### Schedule of Fees effective 01/01/2008

ADSL Transfer / Churn Fee	\$29
ADSL Line Activation Fee ( <i>new service</i> )	\$108
ADSL Plan Change Fee ( <i>change of line speed</i> )	\$29
ADSL Plan Change Fee ( <i>change of plan – same speed</i> )	\$10
ADSL Disconnection Fee where disconnection occurs:	
* 6 months or more from date of service activation	\$0
* within 6 months of the date of activation for existing customers	\$79
* within 6 months of activation for new customers (from 20/12/07)	\$85
ADSL Re-location Fee where change of address occurs:	
* 6 months or more from original date of service activation	\$95
* within 6 months of the date of original service activation	\$170
Late Payment Fee	\$5
Default Interest Rate for Overdue Accounts ( <i>for outstanding accounts 30 days past due</i> )	15% per annum
Declined Credit Card Transaction Fee	\$0.80
Manual Payment Processing Fee (per invoice)	\$0.80
* Not applicable for standing order credit card customers	
* Applicable for new customers from 1/1/2008	
* Applicable for existing customers from <b>1/7/2008</b>	
Paper Statement Fee (paper statements available on request)	\$1.20
Telephone Connection Fee (Where a working telephone socket exists from a previous connection, and a Telstra technician is not required to visit your premises.)	\$59
Telephone Connection Fee (A previous telephone service existed at your premises, and a Telstra technician is required to visit your premises to reconnect existing suitable cabling at the distributor and/or the first socket.)	\$125
New Telephone Connection Fee (Telephone line connection with a technician visit where cabling work is required.)	\$299
Fixed Line Rental	\$32.95 per month
Message Bank	\$6.00 per month
Silent Number	\$3.00 per month
Caller ID Display	\$6.00 per month

Please refer to <http://www.telstra.com.au/phones/homeservices/index.htm> for pricing details for additional phone services.