

ACCEPTABLE USE POLICY

Effective from 01 June 2017

Purpose

The primary purpose of this Acceptable Use Policy is to ensure the efficient, lawful and ethical use of the Service and any Customer Data. This Acceptable Use Policy applies for the benefit of all of Our customers.

It sets out the things that You can and cannot do with the Service and any Customer Data as well as providing Us with certain rights to deal with information or uses that are contrary to this Acceptable Use Policy.

Application

This Acceptable Use Policy applies to all users of the Service. It is incorporated into the terms and conditions under which the Service is provided, and may be changed by Us in Our discretion from time to time. Any changed version of this Acceptable Use Policy applies from the date that is 10 business days after the date that it was posted to Our website.

Things You must do

You must:

- (a) use the Service only for the purposes for which We designed it to be used;
- (b) use the Service strictly in accordance with any instructions made available by Us, including any user documentation or instructions provided by Us or during any training session provided by Us;
- (c) use the Service in compliance with any law of Australia, and any Privacy Law in the country in which any Customer Data is located, and any country in which Customer Data is to be used, manipulated, stored, processed, handled or disclosed;
- (d) use the Service in compliance with any industry codes of conduct that are applicable to the activity that You are using the Service for, including the Code of Practice relating to direct marketing issued by Australian Direct Marketing Association (ADMA);
- (e) use the Service in a manner that does not interfere with or harm other users of the Services;
- (f) use every effort to use and maintain up-to-date industry best practice anti-virus software on any device that connects to the Services;
- (g) promptly comply with any instruction from Us to delete, modify or remove any material that, that We believe in Our absolute discretion:
 - (i) breaches or may breach this Acceptable Use Policy;
 - (ii) is the result of any lawful instruction from Us to remove content, for example where a third party has issued a take down, service cessation or link deletion notices from the Australian Communications and media Authority (or other regulatory body) or any direction from the Telecommunications Industry Ombudsman which relates to the Customer Data;
 - (iii) exposes Us or Our employees, contractors or agents to harm or liability.
- (h) comply with any request from Us to assist in preventing any breach of this Acceptable Use Policy, or in respect of any legal action that is taken in respect of the Services or the Customer Data. We will reimburse any out of pocket expenses where You provide such assistance, and the cause of the breach or the initiator of the legal action is not You, and We agree to reimburse those expenses in writing in advance.

Content that You must not use

You must not use the Service to store, display, market, promote or sell any of the following material or data, which in Our opinion:

- (a) embodies the intellectual property rights (including trade mark, registered, unregistered and common law, and copyright (including a creator's moral rights) of a third party such as but not limited to authors, artists, photographers or others, without the express written consent of the owner of such rights, or in any way infringe the intellectual property rights or moral rights of any third party;
- (b) personal data or sensitive personal data in breach of the terms of any privacy laws or confidential information in breach of confidence or breaches a person's right to publicity or induces any person to breach a contract;
- (c) is material that breaches any code of conduct, whether voluntary or otherwise, including any advertising code of conduct;
- (d) is false, misleading or deceptive or is likely to mislead or deceive;
- (e) unlawfully exploits persons under 18 years of age;
- (f) is unlawful (including breaching laws relating to the wrongful distribution of email or other electronic messages ("spam"), discriminatory, derogatory, defamatory, slanderous, malicious, obscene, contains child pornography or is immoral);
- (g) is grossly offensive, including expressions of bigotry, prejudice, racism, hatred or profanity or includes any obscene, lewd, lascivious, violent, harassing or otherwise objectionable content;
- (h) advocates, promotes or otherwise encourages violence against any governments, organisations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;



- (i) contains any virus, Trojan horse, worm or other programs that have an adverse effect on the Service, Our hosting facilities, the internet or other person's systems, computers, devices, software or data;
- (j) is used to gain unauthorised access to, does harm to, wrongfully intercepts, expropriates, accesses or uses for any wrongful purpose, any person's hardware, software, network or data; or
- (k) disparages, makes fun of or satirises Us, the Service, Our name or any of Our trade marks, service marks, logos, get up, branding or any of Our products or services.

You must not aid, abet, counsel or procure any of the above.

Things You must not do

You must not use the Service to:

- (a) breach any provisions of any law, or in a way that causes Us to be in breach of any law, including any foreign law;
- (b) circumvent, manipulate or bypass any contractual or technical limitation on Your use of any Service;
- (c) store information related to, or display, market, sell or offer to sell, any product or service that is pornography, escort services, illegal goods including illegal drugs, substances and weapons and pirated computer programs, instructions on how to assemble or otherwise make bombs, grenades or other weapons, or any other products, services or content that it is unlawful to sell or offer to sell in Australia or any other country;
- (d) engage in any libellous, defamatory, scandalous, threatening or harassing activity;
- (e) breach the provisions of the *SPAM Act 2003* (Cth);
- (f) broadcast unsolicited commercial messages, including emails that are sent to persons who You cannot demonstrate have positively consented to the receipt of that type of message;
- (g) collect or re-direct responses from unsolicited emails from accounts of other service providers;
- (h) provide misleading information as to the origin of a message, or alter headings, return email information and/or internet protocol addresses in order to conceal the origin of a message;
- (i) provide misleading information as to the identity or authority of the person making the posting;
- (j) collect or harvest screen names or email addresses of others for the purpose of sending unsolicited messages;
- (k) persistently send e-mail without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any persons;
- (l) connect to Our network with an open relay mail server or any other device which may allow third parties, whether connected to Our network or to another service provider, to use that mail server or device for the purposes of sending electronic messages, solicited or otherwise, with or without the end user's prior knowledge or consent;
- (m) engage in mass posting of messages to newsgroups;
- (n) post advertisements other than in newsgroups that specifically encourage or permit advertising;
- (o) post binary files other than in newsgroups that specifically encourage or permit such postings;
- (p) post large or numerous messages with the purpose of disrupting a newsgroup;
- (q) send messages that contain invalid or forged headers or domain names or deceptive addressing;
- (r) distribute any virus, Trojan horse, worm or other programs that have an adverse effect on the Service, Our hosting facilities, the internet or other person's systems, computers, devices, software or data;
- (s) hack or facilitate hacking; or
- (t) bring Us or any of Our products or services into disrepute.

You must not aid, abet, counsel or procure any of the above.

If You do not comply with this Policy

We do not actively monitor the Customer Data that is loaded into the Service or any content provided by any third party, nor do We exercise active supervision over the Customer Data that is loaded into the Service or any content provided by a third party to determine whether there has been any failure to comply with the Acceptable Use Policy.

If We become aware of a breach, or threatened breach, of the Acceptable Use Policy, then, in addition to any remedy We may have under any agreement with You, We may take any action that We deem, in Our unfettered discretion, prudent or necessary to prevent or remedy that breach, including immediately and without notice:

- (a) preventing access to any user or group of users, and/or
- (b) intercepting, removing or altering any Customer Data stored in the Service;
- (c) disconnect any link to any content provided by a third party.



Capitalised Terms

The capitalised terms in this Acceptable Use Policy the capitalised terms have the following meaning:

- (a) **Customer Data** means data, information or other material in any form, including any software, materials, code, data, text (whether or not perceptible by users), metatags, multimedia information (including sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, Personal Information, including Personal Information of a third party, or any other items or materials, that is loaded, stored or processed by the Service or which is loaded, stored or processed into or by the Service, by any person other than Us, Our agents or contractors.
- (b) **Personal Information** means any information or data that is subject to any Privacy Law.
- (c) **Privacy Law** means any law, regulation or common law which governs the use of information, including health records, that is about, identifies or can be used to identify, any identifiable individual, or which is generally understood in the relevant jurisdiction to protect an individual's privacy and/or to govern the collection, use, disclosure or transmission of Personal Information or data.
- (d) **Service** means Stall Manager.
- (e) **We, Our, Us** means Firefly Hill Pty Ltd trading as 'Stall Manager'.
- (f) **You, Your** means the person who is using the Service, or if that person is using the Service on behalf of another person (e.g. If You are an employee and are using the Service in the course of Your employment. The words You or Your refers to the person on whose behalf You are using the Service.)

Contact Us

This Acceptable Use Policy is issued by Us, Firefly Hill Pty Ltd trading as 'Stall Manager' (ABN 73 607 461 656). You can use the Contact Us facility on Our website to contact Us for any reason or You can contact Us by emailing Us at info@stallmanager.com.au.