

1. **Introduction:** This acceptable usage policy (**AUP**) is designed to clarify what you can and can do with your services provided by Digital River Networks Pty Ltd (**DRN**). This policy will in no way restrict your activities provided you act in a considerate and law abiding manner. You must at all times, comply with all relevant laws and legislation when using the service or transmitting data using the service.
2. **Breach of AUP:** DRN, in its absolute discretion, may suspend or terminate your services at any time without notice or liability if a customer or user of the services does not abide by this AUP. It is your responsibility to prove that you are not breaching the AUP if your service has been suspended or terminated pursuant to this policy.
Changes to the AUP: DRN may from time to time vary the AUP at any time in its sole discretion and without notice. The latest version will always be available at www.digitalriver.com.au. The latest version of the AUP is always binding on customers and users of a DRN service.
3. **Use of the Service:** You are responsible for all your actions on our network infrastructure and systems (**Network**) you access through your use of your services. If you act recklessly or irresponsibly in using your services or your actions endanger any person or the integrity or security of our Network (including equipment), your access may be restricted, suspended or terminated, without prior notice or liability
In particular, you agree that you will not use, attempt to use or allow your services to be used to:
 - a. store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;
 - b. store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
 - c. do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
 - d. do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
 - e. do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, or our Network;
 - f. forge header information, email source address or other user information;
 - g. access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
 - h. compromise the security or integrity of any network or system including our Network;
 - i. access, download, store, send or distribute any viruses or other harmful programs or material;
 - j. send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations, or overload any network or system;
 - k. use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
 - l. tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
 - m. authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.
4. **Viewed Content:** You are responsible for determining the content and information you choose to access on the Internet when using your Service. It is your responsibility to take all steps necessary to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Service.
5. **Hosted or transmitted content:** You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging and SMS. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law.

6. **Spam Obligations:** You agree that you will use your Service in compliance with the Spam Act 2003 and will not breach the Act. In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:
 - a. send, allow to be sent, or assist in the sending of Spam;
 - b. use or distribute any software designed to harvest email addresses;
 - c. host any device or service that allows email to be sent between third parties not under your authority or control; or
 - d. otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth, (your "Spam Obligations").
7. **Illegal or unauthorised access:** Gaining or attempting to gain illegal access or accessing without authorisation to computers, hardware, Networks, equipment or accounts hosted, owned or controlled by DRN or any third party is strictly prohibited and will immediately be reported to the police and any other relevant authority.
8. **Copyright and intellectual property violations.** DRN will not monitor or interfere with content belonging to others unless proper notice is served advising of an infringement of copyright or intellectual property. Users of our service should at all times ensure that all information published and made accessibly to the general public is not in breach of any applicable copyright or intellectual property laws. It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download from the Internet and copy, store, send or distribute using your Internet Service. You must not use your Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 1968 (Cth) or any other applicable laws. You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights of any person.
9. **Privacy of information:** In the normal course of business DRN will not monitor, intercept or interfere with information stored or passing through our service. Clients should be aware that the Internet is not a secure place and should utilise encryption of data to maintain security of information transferred through our system. DRN will comply with its Privacy Policy (available at www.digitalriver.com.au).
10. **Enforcement:** We may investigate any alleged misuse of the Service and may involve police or other law enforcement agencies in doing so without notice to you. We will cooperate with law enforcement agency investigations which may involve disclosures of information in response to legally binding notices. We are also obliged to allow law enforcement agencies to monitor and intercept communications using our Services.
11. **Spreading Viruses:** Knowingly hosting or transmitting any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment is prohibited.

You agree to use your reasonable best endeavours to secure any device or network within your control including where appropriate:

 - a. the installation and maintenance of antivirus software;
 - b. the installation and maintenance of firewall software; and
 - c. the application of operating system and application software patches and updates.
12. **Security**

You are responsible for maintaining the security of your service, including protection of account details, passwords and protection against unauthorized usage of your service by a third party. You are responsible for all charges incurred by other persons who you allow to use your Service, including anyone to whom you have disclosed your password and account details.