Acceptable Use Policy - (UQSchoolsNet AUP)

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1. Who does this AUP apply to?

This is our AUP and it applies to all of our customers and anyone who uses a service we provide.

2. What are prohibited uses?

You are prohibited from using a service we provide, to:

2.1. break the law, or to allow another person to break the law;

2.2. abuse, menace, harass, stalk or intimidate anyone;

2.3. damage property;

2.4. injure anyone;

2.5. mislead or deceive;

2.6. facilitate the commission of a tort;

2.7. breach a contract, or assist someone to breach a contract;

2.8. allow for the misuse of anyone's confidential information;

2.9. misuse or allow for the misuse of anyone's personal information, sensitive information or health information, as defined by the Privacy Act 1988 as amended or replaced;

2.10 facilitate or engage in any act or omission which is in contravention of the Spam Act 2003, the Spam Regulations 2004 or the Internet Industry Spam Code of Practice, as amended or replaced;

2.11. deceive, access or manipulate (or allow anyone else to) our billing systems or any part of our network;

2.12. interfere with someone else's computer without their permission;

2.13. allow a minor to view or access material which is inappropriate for minors including pornography;

2.14. send or distribute any virus, worm, trojan or other malicious code;

2.15. send alter or create an electronic message (including spoofing) to conceal the true identity of the person from whom it originates;

2.16. interfere with the proper operation of a website, newsgroup, forum or chatroom;

2.17. use a remote system (such as a mail server or proxy server), without the authorisation of the owner of it, for the transmission of data;

2.18. operate a service such as a mail server or proxy server, without proper controls to prevent the use of the service by unauthorised third parties for the transmission of data;

2.19. probe a remote system (such as a mail server or proxy server), so as to determine the open ports, services or vulnerabilities on it, except as authorised by the owner;

2.20. control or contribute to a Denial of Service attack;

2.21. send, display or publish material which:

    1. is obscene or offensive;

    2.. is defamatory or potentially defamatory;

    3. would contravene anyone's intellectual property rights;

    4. is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification;

2.22 on-supply the service, or permit the use of the service by, any third party other than:

    1. your students;

    2. your employees;

    3. your volunteers, to the extent necessary to perform voluntary work for the school;

    4. your contractors, to the extent necessary to perform contracted services for the school; and

    5. your visitors, whilst present on the school's premises.

3. What is Spam?

3.1 Definition

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003 (as amended or replaced), and derivations of the word "Spam" have corresponding meanings.

3.2. Acceptable use in relation to Spam

You are prohibited from using a service we provide, to:

1. send, allow to be sent, or assist in the sending of Spam;

2. use or distribute any software designed to harvest email addresses; or

3. otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth (as amended or replaced).

3.3. Our rights to suspend a service

In addition to, and without prejudice our other rights of suspension, we may suspend our provision of a service we provide to you in the following events:

1. if the service provided to you is being used to host any device or service that allows email to be sent between third parties not under your authority and control; or

2. if you are in breach of clause 3.2 above. provided however that we will first make reasonable attempts to contact you and give you the opportunity to address the problem within a reasonable time period. What is reasonable in this context will depend on the severity of the problems being caused by the open service or breach referred to above.

3.4. Customer to minimise risk of breach

You agree to use your reasonable best endeavors to secure any device or network within your control against being used in breach of clause 3.2 above by third parties, including where appropriate:

1. the installation and maintenance of anti-virus software;

2. the installation and maintenance of firewall software; and

3. the application of operating system and application software and patches and updates.

Our right to suspend your account applies regardless of whether the open service is provided or the breach is committed intentionally, through misconfiguration, or by other means not authorized by you including but not limited to through a Trojan horse or virus.

3.5. Our right to scan for misconfigurations

We may scan any IP address ranges allocated to you for your use with any service we provide to you in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

4. What else should I be aware of?

4.1. The prohibitions in this AUP are in addition to and not instead of those in our UQSchoolsNet Master Agreement and any Order placed under that agreement.

4.2. Our copyright policy forms part of this AUP.

4.3. We recommend that all users and commercial content providers who use our service review the information provided at: **Guide for Internet Users**

4.4. People under the age of 18 years should not use a service or access account unless they have the consent of an adult responsible for them, you are responsible for seeking and maintaining all parent and/or guardians consent for the use of this service.

4.5. If you use one of our services to provide commercial content, we recommend that you adequately label the content. Online content should be classified in accordance with the National Classification Scheme.