



G R A F I X   G A R A G E

# Acceptable Use Policy

# ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) forms part of Your Agreement with Grafix Garage and should be read in conjunction with the Terms and Conditions, the Privacy Policy, the Security Policy, the Service Level Agreement and the description of the Services (whether online or in a Proposal) and forms part of the Agreement.

The AUP is intended to protect each of Grafix Garage's clients from the consequences of misuse of the Services, as well as providing specific obligations and rights relating to the use of the Services.

Grafix Garage may vary the AUP in accordance with the provisions in the Agreement, including by posting the changes on this Website. Grafix Garage may give any notice to You by sending You an email and such notice does not require a signature. All capitalised terms in this AUP have the meanings given to them in the Agreement, unless otherwise provided.

## SPAM and other Email Abuse

You acknowledge that the sending of unsolicited emails to third parties may be considered to be 'spam' and may cause the Service to be identified by companies or internet service providers as a source of spam. This may cause subsequent emails sent by the Service to such companies or email addresses using such internet service providers to be blocked by their spam-filtering facilities. Accordingly, You agree that You will not send emails to any third party unless:

- A. You have obtained that party's consent to receive such emails;
- B. You have obtained that party's contact details from that party in the context of a relationship of supplier and customer (actual or prospective) and offer that party the opportunity to unsubscribe from further emails;
- C. You have obtained that party's details from a list compiled using best-practice permission-based marketing;
- D. You have complied with all laws concerning the sending of emails, including the Spam Act 2003 (Cth);
- E. You have complied with all relevant industry Codes of Practice, including the Direct Marketing Code of Practice issued by ADMA.

You also acknowledge that older email addresses may be used as "spam traps", again causing the Service to be identified as a source of spam. Accordingly, You agree that You will monitor and maintain Your mailing lists and will not send emails to any address which have not met condition a., b. or c. within the previous year.

You must not use the Service to send any commercial electronic mail message to any person who has opted out or otherwise objected to receiving such messages.

You must not use the Service to email to distribution lists, newsgroups, or spam or unsolicited email addresses, including where such email addresses have been purchased from a third party or acquired other than through best-practice permission-based marketing.



## Prohibited Content

You must not use the Services to:

- A. provide, sell or offer to sell any of the following products or content (or services related to any of them): illegal pornography; 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 the territory in which the sender or email recipient is located;
- B. display or market material that unlawfully exploits children, or otherwise unlawfully exploits persons under 18 years of age;
- C. provide material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or profanity or includes any obscene, lewd, lascivious, violent, harassing, non-consensual or otherwise objectionable content;
- D. provide material that may be harmful to others, including offering or disseminating fraudulent goods or services, schemes or promotions (including Ponzi schemes, pyramid schemes, bait advertising, deceptive or misleading advertising, phishing or pharming);
- E. disclose personal data or sensitive personal data in breach of the terms of any privacy laws or discloses confidential information in breach of confidence;
- F. engage in any libelous, defamatory, scandalous, threatening or harassing activity that is defined as such within the geographical territory in which the sender or recipient is located;
- G. post any content that 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;
- H. provide content, including images, that embody the intellectual property rights (including 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 (including moral rights) of any third party;
- I. disparage, make fun of or satirise the Grafix Garage name, or any of its products or services; or
- J. use the Service in any manner which may bring Grafix Garage, its Related Bodies Corporate or any of its products or services into disrepute.



## Technology Abuse

You must not:

- A. conduct any activity that may damage, interfere with, surreptitiously intercept or use any system, program or data, including by using viruses, Trojan horses, worms, time bombs, or any other malicious code;
- B. seek or attempt to seek access to, test the vulnerability of, breach the security of or wrongly challenge the authenticator of, any system, software, data or network without prior written consent of the relevant person;
- C. forge or use deceptive headers or other identifiers or markers that identify the sender, origin, routing or authenticity of any message, system, software, data or network;
- D. connect to any user, any system, software, data or network without prior written consent of the relevant person, including:
  - using monitoring or crawling technology to impair or disrupt any host, system, software, data or network;
  - conducting a denial of service attack or otherwise interfering with any host, system, software data or network (e.g. mail bombing, flooding etc.);
  - operating network servers like open proxies, open mail relays, or opening recursive domain name servers;
  - using manual or electronic means to circumvent use limitations, such as access and storage rights.

## Reporting Abuse

If you become aware of any breach or anticipated breach of this AUP You must notify Grafix Garage immediately via the contact form at [www.grafixgarage.com](http://www.grafixgarage.com) and provide Grafix Garage with any assistance that Grafix Garage may reasonably need to remedy the breach.

## Monitoring and Enforcement

Grafix Garage reserves the right, but is under no obligation to, investigate any potential breach and/or enforce this AUP. If You are in breach of this AUP Grafix Garage may exercise any or all of the remedies in the Your Agreement with Grafix Garage. Grafix Garage reserves the right to:

- A. notify the appropriate law enforcement agencies and/or regulators and/or relevant third parties (such as person who alleges ownership of copyright material that You have posted) of any breach or suspected breach of the AUP; and
- B. to assist in the enforcement of the AUP, the Agreement or the law,

and Grafix Garage may disclose Your Confidential Information as part of this process.

