

World Without Wires PTY LTD - Fair Go Policy

1 Introduction

This document is a living document and forms part of World Without Wires PTY LTD Terms and Conditions (the definitions in respect of the terms used in this Policy are contained in World Without Wires PTY LTD Standard form of Agreement (SFOA)).

2 Service Access

- 2.1** You must not access, nor permit any other party to access, the Services for any purpose or activity of an illegal, fraudulent or defamatory nature.
- 2.2** You must not use the Services to make available online any material that is illegal, including but not limited to material that is classified or would be classified as RC or X under the National Classification Code set out in Schedule 5 of the Classification (Publications, Films and Computer Games) Act 1995 (SA), nor will you use the Services to provide unrestricted access to material online that is unsuitable for minors.
- 2.3** You acknowledge that any material that you make available online using the Services is your own responsibility and that we accept no liability for any such material.

3 Your Actions

- 3.1** You will not act through the Services to block or disrupt access to the Internet by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to attempting to gain unauthorised access to another computer system, unauthorised copying, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or propagating computer viruses, worms and other types of malicious programs.
- 3.2** You must not transmit threatening, obscene or offensive materials, or engage in any form of harassment when using the Services.
- 3.3** You agree to refrain from sending unsolicited bulk commercial email, including the use of other non-consenting mail relay systems.
- 3.4** You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material.

4 Your responsibility

- 4.1** You are responsible for:
- 4.1.1** obtaining all necessary permissions, authorisations, licences and consents in relation to the use of any third party materials used in the provision of the Services; and
 - 4.1.2** payment of all royalties and other fees associated with the use of such third party materials, and you must indemnify us in respect of any liability arising directly or indirectly from a failure by you to observe your obligations under this Clause
 - 4.1.3** for maintaining the secrecy and confidentiality of all access information required by you to access the Services, and you agree not to disclose to any other person, corporation, entity or organisation any access information, whether in use or not, nor any other confidential information relating to the Services.
 - 4.1.4** You must notify us immediately if your username and password are lost, or you think someone else is using them. You will be liable for all fees resulting from use of the Services accessed through your access information, whether authorised by you or not.
 - 4.1.5** You must respect the privacy of others when accessing and using the Services.

5 Intellectual Property

- 5.1** You must, in accessing and using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.
- 5.2** You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Services and we shall not be held responsible in any way for any content or information accessed via the Services.

6 Compliance

- 6.1** You acknowledge that we must comply with the Telecommunications Act 1997 and other laws and directives from state or federal law enforcement agencies that have jurisdiction over the use of Internet services.

7 Disclaimer

- 7.1** We disclaim all or any liability for any material on the Internet that you find offensive, upsetting, defamatory, personally offensive and in any way unsuitable for people under the age of eighteen (18) years.