

CHALKPORT Services - Fair Use Policy

The [Internet Industry Code](#) and the [Australian Broadcasting Services Act](#)

About this policy CHALKPORT may revise this Fair Use Policy without notice by making available on-line a new version of this policy on www.ChalkPort.com. Users of CHALKPORT's Services should regularly consult this on-line document to ensure they comply with the most recent version of this policy.

The terms of this policy will apply in the event of any inconsistency with a CHALKPORT Service agreement.

Any questions or reports of violations with respect to this policy may be sent to CHALKPORT Customer Support at info@ChalkPort.com.

Fair Use CHALKPORT provides a variety of online services (the "Services").

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet that are used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Subject to law, CHALKPORT reserves the right to monitor usage of the Service to ensure compliance with the terms of this Policy and the CHALKPORT Member Agreements.

ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CHALKPORT CUSTOMER SERVICE DEPARTMENT SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Use of the Services is subject to the following rules and guidelines. Each customer of CHALKPORT is responsible for ensuring that the use of all Services provided to such customer complies with this Fair Use Policy (the "Policy"). 1.

Inappropriate Activity

1.1

You cannot use (which includes but is not limited to transmission, distribution or storage) or permit anyone else to use the Service:

- (a) for any illegal purpose, in contravention of any local, state, federal or international law;
- (b) to achieve unauthorised access to any computer systems;
- (c) for unauthorised access or distribution of any software, data, or material protected by trade secret, copyright, patent or other intellectual property rights;
- (d) for excessive data transfer which interferes with the experience of other users; Or ChalkPort's ability to provide services;
- to interfere with the use of the equipment or services by other customers or disrupt the CHALKPORT backbone network nodes or network services;
- (e) to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another customer of the Service and/or the Internet community;
- (f) to post or transmit any unsolicited advertising, promotional material or other forms of solicitation to any person, except in those areas that are designated for such a purpose;
- (g) knowingly transmit a computer virus to another user or the Internet generally;
- (h) in a way that would be a breach of privacy or confidentiality;
- (i) in a way that would breach the Fair Use or similar usage policies of any network to which access is gained;
- (j) in contravention of instructions given by

- (k) CHALKPORT; nor
for resale.
2. System and Network Security
- 2.1 Users must not attempt to discover (“crack”) the user identification or security of a host, network or account. This includes without limitation requesting data not intended for the user, logging into a server or an account which the user is not authorised to access, or testing its security (for example using SATAN or a similar method) without the permission of its owner.
- 2.2 The user must not attempt to disrupt any service, host or network. This includes but is not limited to, the “flooding” of networks, deliberate attempts to overload a system or attempts to “crash” a system.
- 2.3 Any user who damages any system or network may be prosecuted. CHALKPORT will co-operate fully in efforts to trace such violations and will disclose user data and log files to the judicial authorities if requested to do so.
- 2.4 CHALKPORT does not access, use or disclose the contents of private communications, except where obliged by law or judicial order. However, as the Internet is a shared resource, others may access or monitor your traffic. CHALKPORT does not warrant that any data or files sent or received by you, or communications directed to or received by you when using the Service will not be subject to unauthorised access by others or that other users will not gain access to your home computer. CHALKPORT has no responsibility and assumes no liability for such acts or occurrences.
- 2.5 Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.
3. Unsuitable Content
- 3.1 You cannot use (which includes but is not limited to transmission, distribution or storage) or permit anyone else to use the Service to post or transmit any R-rated, sexually explicit, threatening, abusive, harassing, defamatory, indecent, racially, ethnically or otherwise objectionable or offensive material.
- 3.2 There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. CHALKPORT cannot assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Service, and CHALKPORT shall have no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.
- 3.3 CHALKPORT has no obligation to monitor transmissions made on the Services. However, CHALKPORT has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement.
- 3.4 By using the Services to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorising CHALKPORT to reproduce, publish, display, transmit and distribute such content as

necessary for CHALKPORT to deliver the content in a timely manner.

4. Email
- 4.1 It is prohibited to harass third parties through the use of language, the number of messages or the size of a message. "Mail Bombing" is prohibited.
- 4.2 Users must not send any messages to persons who do not wish to receive them ("junk mail" or "spamming"). Should a recipient indicate that they do not wish to receive any further e-mail, then this request must be complied with immediately.
- 4.3 Users must not send or forward any "chain letters" even if requested by the recipient.
- 4.4 It is forbidden to alter "header" information with the intention of representing oneself as somebody else.
- 4.5 Users must not receive answers to messages sent from an account on another provider's service that contravenes that provider's Fair Use or similar usage policy.
- 4.6 CHALKPORT is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily at CHALKPORT's sole discretion.
5. Usenet Newsgroups / Messageboards / Noticeboards
- 5.1 The Service may offer an uncensored newfeed. CHALKPORT has no control over the content of the newsgroups and is not liable for the content of any Usenet message, whether or not this originates from a CHALKPORT user.
- 5.2 Any message submitted to a newsgroup must comply with the written guidelines or "FAQ" of that group. A user placing such a message is responsible for checking the "etiquette" of the newsgroup concerned before submitting it.
- 5.3 Users must not send or forward any "chain letters" of any nature.
- 5.4 Posting or cross-posting the messages to more than eight newsgroups is prohibited. Our News software will automatically delete any messages posted to more than nine newsgroups.
- 5.5 Users must not delete any message that does not originate from them, unless they are the "moderator" of the newsgroup concerned.
- 5.6 Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
- 5.7 CHALKPORT reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.
- 5.8 You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties.
- 5.9 The Usenet news service included with an CHALKPORT residential service account is provided for interactive use by the subscriber, using a commonly-available NNTP client such as Netscape Communicator. Non-interactive clients that download Usenet articles in bulk are prohibited.

- 6. IRC
 - 6.1 CHALKPORT is not liable for the content of conversations held via IRC and reserve the right to deny users access to its IRC server at any time.
 - 6.2 IRC “robots” (“bots” or “clones”) must not be used on the IRC server.
 - 6.3 Any computer or other device connected through the Services may not maintain more than 2 simultaneous chat connections.
 - 6.4 Forging, altering, or obscuring your identity (other than using a nickname from which CHALKPORT could if necessary determine your real name) while participating in chat sessions is forbidden.
 - 6.5 Users must not use any scripts or programs that could deny access to other users on any system. They must also not harass other users. This includes but is not limited to “flooding” (the rapid generation of text with the intention of filling another user’s screen), “takeovers” (the unauthorised assumption of operator privileges), sending personal messages to users who do not wish to receive them (using “ignore”), attempting to re-enter a “channel” after having been banned from it, or any other disruptive behaviour.
 - 6.6 The Services may not be used to access any chat server in violation of the acceptable use policy of that server. The Services may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges that have not been authorised.
 - 7. Personal Web Space
 - 7.1 You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. CHALKPORT reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.
- For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.
- 7.3 CHALKPORT will not routinely monitor the contents of your Web Space; however, CHALKPORT has the right to monitor such and if complaints are received regarding language, content or graphics contained on your web pages, CHALKPORT may remove the web page hosted on CHALKPORT servers and terminate your Personal Web Space service if CHALKPORT determines that you have violated the terms of this Policy.
 - 8. Bandwidth, Data Storage and other limitations
 - 8.1 You must comply with the then current bandwidth, data storage and other limitations on the Services, if any.
 - 8.2 Users must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of CHALKPORT) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede CHALKPORT's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

8.3 CHALKPORT's customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of CHALKPORT. You cannot provide the Service to others through a dial up connection, host shell accounts over the Internet, provide email or news service, or send a news feed.

9. Violation of Fair Use Policy
CHALKPORT reserves the right, in its sole discretion to:

- (a) remove any material that violates, or CHALKPORT reasonably believes violates, CHALKPORT policies;
- (b) hold you liable for any damages resulting from the violation of any CHALKPORT policies;
- (c) block access to the Service;
- (d) make, on request of the relevant authorities, data available which might be used for criminal or other police or government investigations.

10. Liability

10.1 CHALKPORT does not review, censor or monitor and are not in any manner responsible for any programs or content sent or accessed over the Internet or made available by any individual, user, information provider, on-line service or content provider (other than CHALKPORT). Such content or programs may include, without limitation programs or content of an infringing, abusive, profane or

sexually offensive nature. All content from other parties accessed by you and those you have authorised, is accessed at your own risk. To the maximum extent permitted by law, CHALKPORT assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceeding arising out of otherwise relating to such content accessed using the Service.

10.2 You indemnify CHALKPORT for any costs, expenses, loss or liability directly or indirectly suffered or incurred by CHALKPORT arising from your breach of these Terms, your use or misuse of the Service.

10.3 CHALKPORT excludes all implied conditions and warranties, except those implied conditions and warranties (including those implied under the Trade Practices Act) which would be illegal or render this clause void.

10.4 CHALKPORT limits its liability for breach of these Terms and all loss, damage costs and expenses suffered or incurred by the Customer in connection with the Service to re-supplying the goods or services which gave rise to the loss or paying the cost of that re-supply.

10.5 CHALKPORT will not be liable to you for any loss and damage you may suffer or incur in connection with the Service, including, but not limited to, loss of revenue or loss of profits, or for loss, corruption or destruction of data or for any other type of indirect or consequential loss or damage whatsoever.

10.6 CHALKPORT means CHALKPORT PTY Ltd.