



Acceptable Use Policy

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Introduction

This Acceptable Use Policy (AUP) document must be read in conjunction with the LCCD- WA Relationship Agreement. This policy outlines the circumstances under which The Vendor will consider restricting or removing access to the service. The Vendor reserves the right to vary this policy in the future at its sole discretion. The Registered Association or Business is responsible for ensuring that the use of the Service through The Vendor account complies with this AUP.

The Vendor's Right to Suspend or Cancel Accounts

The Vendor endeavours to provide a high-quality, reliable Website service to all of the Registered Associations and Businesses. To achieve this, we request a level of co-operation from our users. The Vendor reserves the right to suspend or terminate your service should you breach, or assist, abet, encourage or incite another party to breach, any of the terms of this policy.

Security

You are responsible for any misuse of the Website service conducted by your Website service Associations or Business accounts; therefore you must take reasonable steps to ensure that others do not gain unauthorised access to the Website services editing pages through your account. As per section 6 of the Customer Relationship Agreement, the Website service must not be used for illegal or unlawful activities. The Vendor will not be held liable for any consequences of misuse of the Website service.

Prohibited Uses

You must not use, or attempt to use, the Website service:

1. to commit an offence or to infringe another person's rights;
2. in any way which damages or interferes (or threatens to damage or interfere) with the operation of a Service or with the efficiency of our Network or a Supplier's Network (including because you have inadequate capacity);
3. in any way which makes it unsafe or which may damage any property or injure or kill any person;
4. in an excessive or unusual way;
5. to transmit, publish or communicate any material which is defamatory, offensive, indecent, abusive, menacing, threatening, harassing or unsolicited, or
6. Otherwise misuse the Website service, or allow anybody else to do so.

You will be held liable for, and indemnify The Vendor for, all costs and damages attributable to your unauthorised activities or disruptions.



Personal Files

As part of the Website service, The Vendor provides you with some data storage. The Vendor is not responsible for back ups of your Associations files or other information. Once you cease to be registered, The Vendor has the right to delete this data.

Compliance with All Laws

The Vendor's Website service may only be used for lawful and authorised purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret. You must not use, or allow any other person to use, the Website service and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the Telecommunications Act 1997 or under other applicable state and/or Commonwealth Laws and/or Determinations from any relevant regulatory agencies. Compliance with the Copyright Act 1968 is your responsibility. You must not store on an Website service, transfer or cause to be transferred over the Website service, reproduce or make available for distribution through the Website service, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the Copyright Act 1968.

Privacy

The Vendor takes your privacy seriously. Refer to our Privacy Policy for full details. In particular, The Vendor reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Website service and systems is occurring. The Vendor co-operates fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via its network or systems. The Vendor reserves the right to suspend your access if your usage of its Website service or systems is subject to any investigation.

Right to Modify or Change Service

The Vendor reserves the right to update or change this policy at any time. Any such change will be notified by one or more of the following means: letter to the Registered Association or Business; email to the primary email address recorded for the Registered Association or Business; or a notice on our home page at www.lccdwa.com. The Vendor reserves the right to update or change content on the Website service at any time. Any such change will be notified by one or more of the following means: letter to the Registered Association or Business; email to the primary email address recorded for the Registered Association or Business; or a notice on our home page at www.lccdwa.com.

Definitions

Spamming is the unsolicited and unauthorised sending of messages of any kind to businesses and people who do not know you personally and have not agreed to receive your messages.

Outage An outage that results in downtime, affecting the entire Website service.

Upload Any data that is sent by your computer to the Internet.



Lower Coastal Community Directory of
Gingin, Western Australia

www.lccdwa.com

Phone: 0410 582 817

julipoll@oceanbroadband.net

Written Notification Acceptable forms of Written Notification is e-mail, fax or registered mail.

You, Your, Registered Association or Business, Applicant The account holder as per the name given on application.

The Vendor being Steve's PC's.

The Website Service being The Lower Coastal Community Directory.