

## CWNet – Fair and Acceptable use Policy V1.1

This Fair and Acceptable Use Policy (“Policy”) forms part of the agreement between CWNet Pty Ltd (“CWNet”, “we”, “our”, or “us”) and the customer (“you”, “your”). It sets out the rules governing your use of CWNet’s services (“Service” or “Product”) to ensure that:

- the rights and safety of CWNet, its customers, and the public are protected; and
- CWNet’s network and services are not used in an unreasonable, unlawful, or unacceptable manner, thereby safeguarding service quality for all customers.

By using a CWNet Service, you agree to comply with this Policy.

### 1. General Use

- 1.1. You are responsible for all activities conducted using your Service. You must use the Service in a responsible manner, taking into account the effect your use may have on other customers, CWNet, and the general public.
- 1.2. You must safeguard all login credentials, user IDs, passwords, and access codes used to access the Service. You remain responsible for any use of the Service by third parties to whom you have provided such details, whether authorised or not.
- 1.3. You must not: use another person’s credentials without consent; use the Service for unlawful, malicious, or improper purposes; transmit viruses; interfere with the network; infringe intellectual property rights; disclose private information without consent; store or distribute unlawful or offensive material; harass or menace others; promote illegal business; breach the Telecommunications Act 1997 (Cth) or related standards; or attempt any of the above.
- 1.4. You must not falsely represent yourself as an employee, agent, or contractor of CWNet.
- 1.5. CWNet expressly prohibits the resale of its retail services. Redistribution of any retail service to another address, unit, house, or across a property boundary is strictly prohibited. All retail services are for the sole use of the address where the service has been provisioned. You agree not to compete with CWNet in the resale of services.

### 2. Email Use

- 2.1. You must not use the Service to:
  - 2.1.1. harass, menace, or inconvenience others by email;
  - 2.1.2. send deceptive or obscured messages;
  - 2.1.3. distribute bulk unsolicited email (“Spam”);
  - 2.1.4. send large volumes of email intended to disrupt another’s systems;
  - 2.1.5. send harmful content;
  - 2.1.6. or persistently send messages without legitimate cause.

### **3. Spam**

“Spam” has the meaning given in the Spam Act 2003 (Cth).

- 3.1. CWNet and all Internet Service Providers are bound by the Internet Industry Codes of Practice (ACMA). These require providers to address spam sources, inform end-users, and give customers informed filtering options.
- 3.2. You must not use the Service to send or assist in sending Spam, use harvesting software, host unauthorised mail services, or otherwise breach the Spam Act 2003 or regulations.
- 3.3. You must take reasonable steps to secure your systems, including installing antivirus, firewall protection, and applying software patches.
- 3.4. CWNet may scan IP ranges allocated to you for misconfigured servers. Detection may result in suspension or termination.

### **4. Reducing Spam**

- 4.1. You can reduce Spam by;
  - 4.1.1. not opening suspicious emails,
  - 4.1.2. not replying to Spam or clicking links,
  - 4.1.3. not accepting Spam-advertised offers,
  - 4.1.4. blocking known Spammers,
  - 4.1.5. not posting your email address publicly,
  - 4.1.6. only sharing details with organisations that protect your privacy,
  - 4.1.7. using separate email addresses,
  - 4.1.8. installing Spam filters,
  - 4.1.9. and reporting Spam to [abuse@cwnet.com.au](mailto:abuse@cwnet.com.au) or ACMA ([www.acma.gov.au](http://www.acma.gov.au)).

### **5. Loss of Legitimate Email**

- 5.1. While filtering services are effective, they cannot eliminate all Spam. There is a risk that legitimate email may occasionally be misclassified and lost.

### **6. Liability**

- 6.1. To the extent permitted by law, you indemnify CWNet against losses, costs, or expenses (including legal costs) from claims relating to email filtering (both quarantined and not quarantined), or failure to comply with obligations under this Policy.
- 6.2. You acknowledge CWNet’s filtering services cannot block all undesirable content.

### **7. Excessive Use**

- 7.1. You must comply with usage or capacity limits of your plan.
- 7.2. CWNet may limit, suspend, or terminate your Service if usage exceeds limits, burdens the network, or threatens system integrity.

## 8. Security

- 8.1. You are responsible for maintaining security of your Service, including passwords, and preventing unauthorised access.
- 8.2. You are responsible for charges incurred by third parties using your Service where you have disclosed credentials.
- 8.3. CWNet recommends up-to-date antivirus, firewalls, and system updates.

## 9. Copyright and Content

- 9.1. You must not use the Service to infringe intellectual property rights.
- 9.2. CWNet may remove infringing content upon complaint.
- 9.3. You are responsible for all content accessed, stored, or distributed via the Service.
- 9.4. You must ensure minors do not access inappropriate content. See filtering options at <https://www.austelco.org.au/news-and-resources/family-friendly-filter/>. CWNet may also provide DNS/content filtering options upon request.
- 9.5. Use of the Service for inappropriate contact with minors or accessing child exploitation material will be reported to the Australian Federal Police.

## 10. Breach of Policy

- 10.1. If CWNet reasonably believes you have breached this Policy, we may;
  - 10.1.1. investigate,
  - 10.1.2. require you to change usage,
  - 10.1.3. issue a warning,
  - 10.1.4. restrict, suspend, or terminate Service, or
  - 10.1.5. refer the matter to law enforcement.

CWNet may disclose personal information as required by law in accordance with our privacy policy.

## 11. Amendments

- 11.1. CWNet may amend this Policy with at least 14 days' notice. Notice may be by email, or publication on the CWNet homepage of [www.cwnet.com.au](http://www.cwnet.com.au).
  - 11.2. Continued use after notice constitutes acceptance of changes.
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## Customer Service Contact Details

You can contact CWNet customer service for Support and Billing via the following methods –

- Phone 0429 659 220
- SMS (24Hrs and we will get to your ASAP)
- Email – [accounts@cwnet.com.au](mailto:accounts@cwnet.com.au) or [info@cwnet.com.au](mailto:info@cwnet.com.au)
- The contact us form on our website: [www.cwnet.com.au/contact](http://www.cwnet.com.au/contact)

Please note that CWNet team are available from 9am-5pm Monday to Friday and 10am – 3pm Saturday.