

## **Wifi@CJCPrivate Acceptable Use Policy (AUP)**

1. Capitalised terms used in this AUP have the same meaning as given to them in the Terms and Conditions for Wifi@CJCPrivate. References to "you" are references to you, the User, and references to "we", "us" and "our" are references to Catholic Junior College.

2. Your use of the Service constitutes your acceptance of this AUP. Your continued use of the Service constitutes your acceptance of any revisions or updates to this AUP as we may make and publish from time to time.

3. You will be responsible for all use of the Service, including use by any third party, whether or not that use is with your knowledge or consent.

4. You agree that you will use the Service in an ethical, appropriate and responsible manner. You acknowledge that other Users have a right to expect their privacy will be respected, and that they will be able to use the Service without interference or interruption by any other User.

5. You agree not to, directly or indirectly:

(a) In using the Service, violate the rules, regulations and policies (including but not limited to this or any other acceptable use policy) applicable to any mobile operator, service provider, content provider, network, server, computer database, web site or newsgroup accessed by you;

(b) Use the Service to:

- (i) send, or facilitate the sending of, unsolicited material ("Spam") to any person or system in a way that could be expected to adversely impact any network or facilities; or
- (ii) propagate or knowingly reply to Spam; or
- (iii) collect responses from Spam (whether or not such Spam is sent using the Service);

(c) Use the Service to post a message or multiple messages:

- (i) to an unreasonable number of servers, or forums on a server; or
- (ii) to any server in an unreasonable number; or
- (iii) to any server after a request to cease posting is made by any administrator or moderator or such person in charge of reviewing postings;

(d) Abuse the Service, or in your use of the Service violate any other person's rights, or interfere with another person's use of the Service, including, without limitation, by engaging in activities that result in, encourage or facilitate the distribution of viruses, worms, time bombs, Trojan horses, bots, sniffer, or other code(s) that are designed to acquire information about other users or their activities without their approval, or in your use of the Service disrupt the functionality or availability of any computer program, database, the Service supplied to any other User, or any Internet host, or engage in any other similar activities in relation to the Service;

(e) Use the Service to infringe the privacy of another person;

(f) Use the Service to publish or communicate material that is obscene, pornographic, inflammatory, harassing, threatening, tortious, abusive, harmful to minors, defamatory, libellous or otherwise objectionable or offensive;

(g) Use the Service to break, or attempt to break, into any computer hardware, software, system or procedure, or to access or attempt to access any computer hardware, software, system or procedure without authorisation;

(h) In using the Service, forge, remove or modify identifying network header information ("spoofing"), or employ any other method that may mislead any person or dishonestly disguise any user name or the source or quantity of transmissions;

(i) Use the Service to use or store any bots on any College servers;

(j) Use the Service to relay material through any third-party systems without authorisation;

(k) Use the Service to carry out any other activities which we consider to be actually or potentially injurious to other Users, or to the operations or reputation of the College;

(l) In your use of the Service, infringe any patent, trademark or copyright or any other intellectual property right of any third party.

6. You must immediately notify us of any unauthorised use of your Service account, and/or any breach, or attempted breach, of your Service account security, as soon as this is known to or suspected by you. You shall keep strictly confidential any authorization/access code or password issued to, or created by, you or any end-user in connection with the Service, and shall immediately inform us if you have any reason to believe any such code or password has become known to someone not authorized to use it, or if any such code or password is likely to be used in an unauthorized manner.

7. To the extent permitted by Law, we do not assume responsibility for any materials that you, any other User, or any other person, publish or post using the Service, and we disclaim all responsibility for any such content, posting or activity, whether on any College servers or otherwise. We are not responsible for the content of any third party website linked to or accessed using the Service, or for the services rendered by any User or end-user using the Service, and you agree not to hold us responsible for such content.

8. We may, in our sole discretion, determine on a case-by-case basis what action will be taken in response to any actual, suspected or alleged violation of this AUP. We reserve the right to:

(a) investigate any actual, suspected or alleged violation of this AUP, including by gathering information from you, and the complaining party, and to examine any material posted on or transmitted via any College servers; or

(b) with or without notice, remove or refuse to post material that we consider is or may be in violation of this AUP; or

(c) suspend or terminate the Service.

9. Nothing contained in this AUP shall be construed to limit our actions or remedies in any manner. We may take any and all additional actions we may deem appropriate with respect to any violation of this AUP, which may include (without limitation) the recovery from you for all costs and expenses incurred in identifying offenders and prohibiting them from using the Service, or levying cancellation charges on you if we terminate the Service for any actual, suspected or alleged breach of this AUP. We reserve at all times all rights and remedies available to us under contract, at law or in equity.

10. You are responsible for reporting any actual or suspected violations of this AUP to the College via email.