Acceptable Use Policy

Introduction

MCS Telco wants to ensure that all customers have fair and reasonable access to its products and services. The fair and acceptable usage policy reflects this and outlines what MCS Telco considers reasonable terms for fair and acceptable use.

This policy is applicable to usage of all MCS Telco supplied services. And may be applied by MCS Telco in relation to the use of services if we deem them to be unreasonable in line with this policy. You are responsible for the fair use policy applied to the service you are receiving from MCS Telco. This policy will apply to regardless of the persons who have accessed your service or if the breach is as a result of unintentional unauthorised access to your service.

This policy may be varied as required, in line with market changes. In instances where this policy is varied all customers who are currently supplied services by MCS Telco will be advised with changes implemented within 30 days of release of the changed policy.

Violation of the acceptable usage policy may result in the following application to services restriction, suspension or cancellation.

Contact

Type of Contact	Details
Service Desk	https://members.mcstelco.com.au/
Phone	03 8592 8160
Email	customerservice@mcstelco.com.au
Web	www.mcstelco.com.au/contact
Post/Mail/Office	Suite 39, 195 Wellington Road, Clayton, Victoria 3168

Terms and Definitions

Term	Definition
SPAM	Includes one or more unsolicited commercial electronic messages with an “Australian link” as contemplated by the Spam Act 2003. You must not use the Service to: 1. send, allow to be sent, or assist in the sending of Spam; 2. use or distribute any software designed to harvest email addresses; or 3. otherwise breach the Spam Act 2003 or any regulations made under the Spam Act 2003.

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WWW.MCSTELCO.COM.AU

Fair Use

1. MCS Telco as a wholesale provider will apply the unacceptable or fair usage policies of it's providers in their entirety along with any action that MCS Telco or the relevant Commonwealth, State or Territory law or classification system deems unacceptable or unlawful.

2. As a user of services provided by MCS Telco it is your responsibility to ensure that you make reasonable endeavours to secure your devices and network within your control against breaches of this policies including as required:

   (a) Antivirus and firewall software installation, maintenance and application where a failure to apply said software may prevent a breach of this policy

   (b) Operating systems and software patches applications where a failure to implement may result in a breach of this policy

   (c) The protection of your account information, passwords and any applicable Wi-Fi network access breaches that may cause a breach of this policy

   (d) Ensuring any third party that may have access to your network also complies with this policy

   (e) Your service may be used in line with your standard form of agreement and as per your product information. Unacceptable use is applicable to the services that you have purchased under a pre paid or post paid agreement with MCS Telco.

   (f) Your service is supplied utilising shared network and services with other customers. Should MCS Telco find that you are utilising your services in an unfair manner that

   (g) Unacceptable use as outlined in this document may include any of the practices outlined in this document, alternatively any practice which is deemed to be a malicious use of the service with the intent to harm us, our providers or a third party (either individual or corporate) and may have this policy applied to the services of the account holder and the actions outlined in the policy applied to their account.

   (h) Application of the restriction, cancellation and / or suspension of services will be account wide, not only to the service that has caused the breach. Dependant on the type of breach and the outcome of final investigations some of the services may be restored whilst others will be cancelled.

Unacceptable Use

1. You may, if within your agreed contract, utilise your service for testing purposes on a third party (either individual or corporate) as part of network security or access security practices directly requested legally by the third party who you are performing the tests on.

2. You or any person that uses or accesses your service may not use or attempt to use any of the web-hosting services available to store credit card data without express consent in writing in line with Payment Card Industry (PCI) requirements.

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3. Your service may not be utilised for:

(a) Distribution or assistance in distribution of SPAM, software designed or intended to be used for SPAM practices or any other breach of the SPAM Act of 2003

(b) Illegal purposes or practices.

(c) Any purpose if we advised you that such purpose was not applicable or available to your service as outlined in your standard form of agreement and service description.

(d) Any action that damages or interferes (or threatens to damage or interfere) with the operation of a service or with the efficiency of our suppliers networks.

(e) Any action that makes the service unsafe or which may damage property or injure or kill any person.

(f) Transmission, publication or communication of any material or engage in any conduct which is defamatory, abusive, menacing, or harassing.

(g) Abusive conduct to our staff.

(h) Inappropriate contact with children or minors.

(i) Access, storage, reproduction, distribution, publication or commercial exploitation of any information or material of any kind that infringes copyright, patent, trade mark, design or other intellectual property rights.

(j) Malicious or illegal impersonations or obstruction of original source data that is sent, relayed or distributed in any electronic format.

(k) The use, access monitor or control of any third party (individual or corporate) equipment, systems, networks or data or to probe, scan or test the vulnerability of any third party (individual or corporate) equipment, networks, systems or data without that persons lawful approval to do so.

(l) Any attempt on accessing accounts or private information, or to attempt to or penetrate a third party (individual or corporate) security measures, software or hardware, communication or telecommunications systems regardless of if the intrusion results in the corruption or loss of data.

(m) Use or distribution of software with an intent of compromising the security of any network or system

(n) Any fraudulent practices or scams with an intent to acquire funds or gain assets as a result of your practices or scams

(o) Content that is prohibited or unlawful under Commonwealth, State or Territory law or classification system. Including access, storage, reproduction, distribution or publication including providing unrestricted access to material that is unsuitable for minors

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