

Acceptable Use Policy

MyConstruct ACCEPTABLE USE POLICY

Effective from 8th May 2017

Purpose

The primary purpose of this Acceptable Use Policy is to ensure the intended, lawful and ethical use of the MyConstruct Service and any Third Party Content for the benefit of all of Our customers, their clients and suppliers.

It sets out the things that you can and cannot do with the MyConstruct Service and the Third Party Content as well as providing Us with certain rights to deal with information or uses that are contrary to this Acceptable Use Policy.

Application

This Acceptable Use Policy applies to all users of the MyConstruct Service. It is incorporated into the terms and conditions under which the MyConstruct Service is provided, and may be changed by MyConstruct in its discretion from time to time. Any changed version of this Acceptable Use Policy applies from the date that is 60 Business Days after the date that it was posted to the Website.

Things you must do

You must:

- a) use the MyConstruct Service only for the purposes for which we designed it to be used;
- b) use the MyConstruct Service strictly in accordance with any instructions made available by Us, including any user documentation or instructions provided via the helpdesk or during any training session provided by Us, or our registered training partners;
- c) use the MyConstruct Service in compliance with any law of Australia, including the Privacy Act 1988 (Cth);
- d) use the MyConstruct Service in a manner that does not interfere with or harm other users of the MyConstruct Service;
- e) use every effort to use up to date anti-virus software on any device that connects to the MyConstruct Service;
- f) promptly comply with any instruction from MyConstruct to delete or remove any material that, in the opinion of MyConstruct:
 - i. contravenes this Acceptable Use Policy.

ii. is the result of any lawful instruction from Us to remove content, for example where a third party has issued a Take Down Notice under the provisions of the Copyright Act 1968 (Cth).

g) comply with any request from Us to assist in preventing any breach of this Acceptable Use Policy, or in respect of any legal action that is taken in respect of the MyConstruct Service, the content or the Website. We will reimburse any out of pocket expenses where You provide such assistance, and the cause of the breach or the initiator of the legal action is not You, and We agree to reimburse those expenses in writing in advance.

Content that you must not use

You must not use the MyConstruct Service to, store, display, market, promote or sell any of the following material or data, which in Our opinion:

a) embodies the intellectual property rights (including trade mark, registered, unregistered and common law and copyright, including a creators moral rights) of a third party such as but not limited to authors, artists, photographers or others, without the express written consent of the owner of such rights, or in any way infringe the intellectual property rights or moral rights of any third party;

b) is personal data or sensitive personal data in breach of the terms of any privacy laws or confidential information in breach of confidence or breaches a person's right to publicity or induces any person to breach a contract;

c) is material that breaches any code of conduct, whether voluntary or otherwise, including any advertising code of conduct;

d) is false, misleading or deceptive or is likely to mislead or deceive;

e) unlawfully exploits persons under 18 years of age;

f) is unlawful (including breaching laws relating to the wrongful distribution of email or other electronic messages "spam"), discriminatory, derogatory, defamatory, slanderous, malicious, obscene, contains child pornography or is immoral;

g) is grossly offensive, including expressions of bigotry, prejudice, racism, hatred or profanity or includes any obscene, lewd, lascivious, violent, harassing or otherwise objectionable content;

h) advocates, promotes or otherwise encourages violence against any governments, organisations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;

i) contains any virus, Trojan horse, worm, ransomware or other programs that have an adverse effect on the Service, our hosting facilities, the internet or other persons' systems, computers, devices, software or data;

j) is used to gain unauthorised access to, does harm to, wrongfully intercepts, expropriates, accesses or uses for any wrongful purpose, any person's hardware, software, network or data; or

k) disparages, makes fun of or satirises Us, the MyConstruct Service, Our name or Marks, or any of Our products or services.

You must not aid, abet, counsel or procure any of the above.

Things you must not do

You must not use the MyConstruct Service to:

- a) store information related to, or display, market, sell or offer to sell, any product or service that is pornography, escort services, illegal goods including illegal drugs, substances and weapons and pirated computer programs, instructions on how to assemble or otherwise make bombs, grenades or other weapons, or any other products, services or content that it is unlawful to sell or offer to sell in Australia or any other country;
- b) engage in any libellous, defamatory, scandalous, threatening or harassing activity;
- c) breach the provisions of the SPAM Act 2003 (Cth);
- d) broadcast unsolicited commercial messages, including emails that are sent to persons who you cannot demonstrate has positively consented to the receipt of that type of message;
- e) collect or re-direct responses from unsolicited emails from accounts of other service providers;
- f) provide misleading information as to the origin of a message, or alters headings, return email information and/or internet protocol addresses in order to conceal the origin of a message;
- g) provide misleading information as to the identity or authority of the person making the posting;
- h) distribute any virus, Trojan horse, worm, ransomware or other programs that have an adverse effect on the MyConstruct Service, Our hosting facilities, the internet or other persons' systems, computers, devices, software or data;
- i) hack or facilitate hacking; or
- j) bring Us or any of Our products or services into disrepute.

You must not aid, abet, counsel or procure any of the above.

If you do not comply with this Policy

We do not actively monitor the MyConstruct Service, the content that is loaded into it or any content provided by any Third Party Provider, nor do We exercise active supervision over the MyConstruct Service, the content that is loaded into it or any content provided by a Third Party Provider, nor do We monitor the MyConstruct Service, the content that

Wednesday, 3 May 2017

is loaded into it or any content provided by a Third Party Provider to determine whether there has been any failure to comply with the Acceptable Use Policy.

If We become aware of a breach, or threatened breach, of the Acceptable Use Policy, then, in addition to any remedy We may have under any agreement with you, We may take any action that We deem, in Our unfettered discretion, prudent or necessary to prevent or remedy that breach, including immediately and without notice:

- a) preventing access to any user or group of users, and/or
- b) intercepting, removing or altering any content stored in the MyConstruct Service;
- c) disconnect any link to any content provided by a Third Party Provider.

Capitalised Terms

The capitalised terms in this Acceptable Use Policy have the same meaning as in the Agreement We have with You.