

# Internet & Privacy Policy

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You agree to the following:

- 1) The Incubator Space reserves the right to restrict internet speed if members exceed allocated monthly internet usage as stated within service schedule agreed upon.
- 2) The Incubator Space members must not partake in the distribution or collaboration of discriminatory, harassing, or threatening messages or images on the internet or via the Incubator Space ICT services (including 3rd party providers which may supply some services).
- 3) The Incubator Space members must not partake in copying or pirating software and electronic files that are copyrighted without authorisation.
- 4) Unless otherwise stated, our rights to suspend, cancel or restrict the supply of the Service applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you (such as through Trojan horses, viruses or other security breaches).
- 5) The Incubator Space members acknowledge that the Incubator Space may from time to time email you upcoming events, promotions and/or other content.
- 6) The Incubator Space members must use reasonable endeavours to secure any device or network within your control, including where appropriate:
  - a. The installation and maintenance of antivirus and firewall software;
  - b. The application of operating system and application software patches and updates;
  - c. Protecting your account information and password and taking all-reasonable care to prevent unauthorised access to your service.
- 7) The Incubator Space members must not use, or attempt to use the Internet:
  - a. For illegal purposes or practices;
  - b. To send, allow to be sent, or assist in the sending of spam;
  - c. For the use or distribution of any software designed to harvest email addresses;
  - d. To breach the Spam Act 2003 or any regulations made under the Spam Act 2003;
  - e. In any way which damages or interferes (or threatens to damage or interfere) with the operation of the internet service or with the efficiency of the Incubator Space Network or associated Supplier's Network;

- f. In any way which makes it unsafe or may damage any property, injure or kill any person;
- g. To access, store, reproduce, distribute, publish or commercially exploit any information or material of any kind that infringes any copyright, patent, trademark, design or other intellectual property right;
- h. To access, monitor, use or control any other person's equipment, systems, networks or data or to otherwise probe, scan, or test the vulnerability of any other person's equipment, networks, systems or data, without that person's consent;
- i. To engage in any unreasonable activity which impairs the ability of other people or systems to use the Incubator Space Services or the Internet. This includes any malicious activity resulting in any adverse effect such as denial of service attacks against another network host or individual user, flooding of a network, overloading a service, improper seizing or abuse of operator privileges and attempts to harm a system or network.

### **The Incubator Space Privacy Policy**

In accordance with the Privacy Act 1988, it is the Incubator Space policy to ensure the privacy of all staff, clients and third parties. Any confidential information obtained by the Incubator Space will be safeguarded by secure storage and accessed only by designated persons. No confidential information will be disclosed to a third party without the written consent of the client, except as required by law.