



Acceptable Use Policy

You agree to ensure that all end-users of the Service will comply with the Acceptable Use Policy set out hereunder. WIC may amend this Acceptable Use Policy from time to time by giving 30 days written notice.

WIC is not responsible for the content of material transmitted by you.

You agree to take reasonable precautions to ensure that no end-user will:

Conduct any business or activity or solicit the performance of any activity which is prohibited by law;

Annoy or otherwise interfere with or disrupt the reasonable enjoyment or use of the network by any other person or organisation;

Post, transmit, publish or distribute any unlawful, threatening, offensive, abusive, defamatory, or material of any kind which may be defined by the Department of Internal Affairs as restricted or objectionable.

Knowingly or recklessly transmit or distribute any information or material which contains a virus, worm, Trojan Horse, or any other harmful component;

Post, publish, transmit, or distribute any unsolicited advertising through mass electronic-mail or other direct transmission;

Attempt to gain access to any computer system, information, or resources without the authorisation of the relevant owner.

and that all end-users of the Service will:

Comply with all applicable laws which include but is not limited to the Privacy Act 1993, the Fair Trading Act 1986, the Copyright Act 1994, the Defamation Act 1992 and the [Films, Videos, and Publications Classification Act 1993](#) as well as any advertising codes of practice which may be relevant.



SPAM Provisions

In this section, "Spam" includes one or more unsolicited commercial Electronic Messages with a New Zealand link as defined in the Unsolicited Electronic Messages Act 2007, and derivations of the word "Spam" have corresponding meanings.

You may not use the Service to:

- (a) send, allow to be sent, or assist in the sending of Spam;
- (b) use or distribute any software designed to harvest email addresses in connection with the sending of unsolicited commercial Electronic Messages; or
- (c) otherwise breach the Unsolicited Electronic Messages Act 2007 or any regulations made under the Act.

We may suspend our provision of the Service to you in the following events:

- (a) if the Service provided to you is being used to host any device or service that allows email to be sent between third parties not under your authority and control; or
- (b) if you are in breach of clause 1.2 above;

provided however that we will first make reasonable attempts to contact you and give you the opportunity to address the problem within a reasonable time period. What is reasonable in this context will depend on the severity of the problems being caused by the open service or breach referred to above.

You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 1.2 above by third parties, including where appropriate:

- (a) the installation and maintenance of antivirus and vulnerability detection and avoidance software;
- (b) the installation and maintenance of firewall software; and
- (c) the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the open service is provided or the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.

We may scan any IP address ranges allocated to you for your use with the Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

If the Service is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate the Service.