



## FAIR USE POLICY

The ACS Fair Use Policy (policy) sets out the rules and guidelines in relation to your use of The Hub. The aim of this policy is to ensure that ACS is able to provide a quality service to all of our members and ensure that no member is disadvantaged due to the behaviour of another member.

### Summary

1. Our Fair Use Policy applies to Services which are stated to be subject to the Fair Use Policy (“Fair Use Services”).
2. Our Fair Use Policy is intended to ensure:
  - a) the availability of Our Services to all eligible ACS Members; and
  - b) that the Fair Use Services are not used in an unreasonable manner.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. We may rely on the Fair Use Policy where Your usage of the Fair Use Services is unreasonable, as defined below.
5. Services are only available in business hours 8.30am – 5pm.

### Unreasonable Use

It is unreasonable use of a Fair Use Service where Your use of the service is reasonably considered by ACS to:

- Be fraudulent;
- Be contrary to ACS’s Code of Ethics;
- Involve a non-ordinary use;
- Cause significant network congestion, disruption or otherwise adversely affect the ACS network; or
- Adversely affect another person’s use of or access to the Fair Use Services, or the ACS network.

This is defined further for the following services:

- Excessive use of Collaboration Spaces, exceeding 2 hours a day;
- Excessive printing for those entitled, meaning over 100 pages a day;
- Occupying a Meeting Room in excess of your allotted time. Use is subject to availability;
- Accessing or displaying services or content on Interactive Media devices that may be deemed offensive to others.



## **Fair Use Services**

- Access to the Hub and service
- Use of open Collaboration Spaces
- Use of Booths in the green house area
- Use of Interactive Media devices
- Printing
- Meeting rooms
- Wi-Fi connectivity
- Tea, coffee and fruit

## **Prohibited Use**

You must not use or attempt to use the Services or allow the Services to be used in any circumstance below:

- Taking steps to gain unauthorised access to services to which you are not entitled;
- Attempt to undermine the security or integrity of ACS' computing systems or networks;
- Transmit files that may damage any other person's computing devices or software/content that may be offensive; or in a way that will interfere with, interrupt, manipulate, bypass or degrade the Service, the integrity of the ACS Network or any network or equipment of another person;
- Material or data in violation of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use);
- Attempting to interfere with, disrupt or disable services to another person, host or network, including without limitation via means of overloading, flooding, mail bombing or crashing;
- Knowingly distributing any material or software which contains a virus, Trojan or other harmful feature; or for any activity that breaches any law;
- In any way that infringes the rights of other persons, including if you;
- Defame, harass, injure, menace or abuse any person or property or violate any person's privacy;
- Make representation of your relationship with ACS or the ACS Technology and Innovation Hub as anything other than a Member of ACS or Guest of ACS or an ACS Accelerator Member;
- To access, transmit, publish or make available material that is offensive, abusive, indecent, pornographic or confidential (or promote others to engage in such acts); or
- In any way that might expose ACS or any of our Suppliers or Partners, to liability or the risk of legal or administrative action, including prosecution under any law; or adversely affect the ACS brand.



## **Remedial Action**

If you breach this policy, we may take remedial action. Such action may include:

- Suspend or limit the Services (or any feature of it including Site blocking) in accordance with this policy;
- Immediately terminating or suspending your access to Services at any time if we deem it necessary to do so for a serious breach of this policy;
- Reporting of the activities or conduct to relevant authorities;
- Referral to the ACS Ethics Committee; or
- Other action that we deem appropriate.