

## Hidden Technology

### Terms and Conditions of Service Provision

#### Acceptable Use of Hidden Technology Services

##### **1. General**

- 1.1 It is essential that all users of the Hidden Technology service use it in ways that are both acceptable and legal. The following Acceptable Use Policy (“AUP”) therefore describes types of activities that are not allowed using the Hidden Technology service.
- 1.2 The Internet and the ways in which it can be used still evolve. Therefore, Hidden Technology may from time to time amend this AUP to add further detail or describe reasonable restrictions on your use of our services. Your continued use of the Service will be an acceptance of the changed AUP as it is amended from time to time.
- 1.3 This AUP forms part of the terms of your Agreement with Hidden Technology and the services you receive from us may be suspended or terminated in accordance with the main Terms and Conditions of Service Provision Agreement if this AUP is breached. You will be responsible for violations of this policy by anyone using the Service with a valid username and password allocated to you, whether authorized by you or not.

##### **2. Unacceptable Activity**

- 2.1 You may not use the Hidden Technology services (“the Service”) to engage in illegal, abusive, or irresponsible behaviour, including:
  - 2.1.1 unauthorized access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the Service or network;
  - 2.1.2 monitoring data or traffic on any network or system without the authorization of the owner of the Service or network;
  - 2.1.3 interference with services provided to any other user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
  - 2.1.4 use of an Internet account or computer without the owner’s authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
  - 2.1.5 forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or
  - 2.1.6 any activity or conduct that is likely to result in a retaliatory attack against the servers within the Service.

### **3. Security**

- 3.1 You must take and maintain reasonable security precautions to protect the Service from unauthorized access. The following guidelines shall be followed:
  - 3.1.1 Passwords will consist of at least 8 mixed alpha and numeric characters with case variations (this policy will be enforced automatically by the System).
  - 3.1.2 You will not permit a common word to be used as a password by multiple users.
  - 3.1.3 You will protect the confidentiality of passwords.
  - 3.1.4 Passwords will be changed at least every three (3) months.

### **4. Use of Bulk E-mail**

- 4.1 If data provision on any HTSI-provided Service allows the transmission of email, you must obtain Hidden Technology's advance approval in writing to send any form of bulk e-mail regarding Services. Permission may be granted if you are able to demonstrate the following to our reasonable satisfaction:
  - 4.1.1 Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
  - 4.1.2 Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
  - 4.1.3 You retain evidence of the recipient's consent in a form that may be promptly produced within 72 hours of receipt of recipient's or our requests to produce such evidence.
  - 4.1.4 The body of the e-mail must include information about where the e-mail address was obtained, for example, "you opted in to receive this e-mail promotion from our Web site or from one of partner sites," and information on how to request evidence of the consent, for example, "If you would like to learn more about how we received your email address please contact us at [abuse@yourdomain.com](mailto:abuse@yourdomain.com)."
  - 4.1.5 You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line and such evocations of consent are actioned within 72 hours;
  - 4.1.6 You must post an [abuse@yourdomain.com](mailto:abuse@yourdomain.com) e-mail address on the first page of any Web site associated with the e-mail, you must register that address at [abuse.net](http://abuse.net), and you must promptly respond to messages sent to that address;
  - 4.1.7 You must have a Privacy Policy posted for each domain associated with the mailing; and
  - 4.1.8 You must have the means to track anonymous complaints.
  - 4.1.9 You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.
- 4.2 These policies apply to messages sent using any HTSI Service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer

the recipient to the Service. Neither may you use the Service to access third party e-mail services that do not practice similar procedures for all its customers.

- 4.3 If Hidden Technology agrees to the use of the Service for e-mail distribution, we may test and monitor your compliance with these requirements, including requesting opt-in information from a random sample of your list at any time.

## **5. Unsolicited E-Mail Distribution**

- 5.1 You must not send any unsolicited e-mail, whether commercial or non-commercial in nature, to any person who has indicated that they do not wish to receive it.

## **6. Offensive Internet Content**

- 6.1 While using any HTSI-provisioned data Service, you may not publish, display or transmit via the Service any content that Hidden Technology reasonably believes:

- 6.1.1 constitutes child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- 6.1.2 is violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 6.1.3 is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- 6.1.4 is defamatory or violates a person's privacy;
- 6.1.5 creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- 6.1.6 improperly exposes trade secrets or other confidential or proprietary information of another person;
- 6.1.7 is intended to assist others in defeating technical copyright protections;
- 6.1.8 clearly infringes another person's trade or service mark, patent, or other property right;
- 6.1.9 promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- 6.1.10 is discriminatory in any way, including by way of sex, race, or age discrimination
- 6.1.11 is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; and
- 6.1.12 is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers.

- 6.2 Content published or transmitted via the Service includes Web content, e-mail, bulletin board postings, chat, and any other type of posting, display or transmission that relies on the Internet.

## **7. Use of Copyright Protected Material**

- 7.1 You may not use the Service to download, publish, distribute, or otherwise copy in any manner any music, software, art, or other work protected by copyright law unless:

7.1.1 you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;

7.1.2 you are otherwise permitted by copyright law to copy the work in that manner.

7.2 Hidden Technology will terminate the Service to repeat copyright infringers.

## **8. Investigations and Legal Proceedings**

8.1 Hidden Technology may, without notice to you:

8.1.1 report to the appropriate authorities any conduct by you that it believes violates applicable criminal law, and

8.1.2 provide any information Hidden Technology has about you and co-operate in response to a formal or informal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## **9. Domain Name and IP Addresses**

9.1 You must have valid and current information on file with your Domain Name Registrar for any domain used on the Service.

9.2 You may only use IP addresses assigned to you by our staff in connection with the Service.

## **10. Consequences of AUP Violation**

10.1 Hidden Technology may without notice to you, suspend the Service or remove any content transmitted via the Service if Hidden Technology reasonably believes the Service is being used in breach of this AUP. You agree to cooperate with our reasonable investigation of any suspected breach of the AUP.

10.2 You are entirely responsible for any use of the Service that breaches this AUP, including unauthorised use that you could not have prevented. Hidden Technology will charge you our hourly rate for system engineering work on any breach of the AUP together with the cost of equipment and material needed to:

10.2.1 investigate or otherwise respond to any suspected violation of this AUP;

10.2.2 remedy any harm caused to us or any of our customers by the use of your service in violation of this AUP;

10.2.3 respond to complaints;

10.2.4 have Hidden Technology's IP addresses removed from any blacklists.

### **DISCLAIMER**

10.3 Hidden Technology is under no duty, and by providing this policy document to you, Hidden Technology is not deemed to undertake a duty to monitor or police your activities and Hidden Technology disclaims any responsibility for any misuse of the Service.