



# **Corum CyberGuard Acceptable Use Policy**

## Document Revision History

Changes	Author	Date
1.0 Document Creation	David Carroll	07/09/2021

## 1) Acceptable Use Policy

### i) General

- (a) This acceptable use policy (**POLICY**) sets out the rules that apply to Customers' use of the services supplied by the Corum Group.
- (b) This Policy aims to ensure that Customers' use of the services is lawful and does not interfere with the network or anyone else who uses Corum Health services or the Internet.
- (c) Each Customer is responsible for ensuring that the services and Customer's Corum Health account complies with this Policy, even if that use occurred without the Customer's authority. If the Customer fails to comply with this Policy, Corum Health may restrict, suspend or terminate the services.
- (d) The Customer agrees that while the contractual relationship with Corum Health is governed by the law specified in the Customer's service agreement with Corum Health, other national or international laws may be applicable regarding Corum Health's supply of the services. Infringement of those laws constitutes a breach of this Policy, and Corum Health will be permitted to take action in response to such a breach in accordance with this Policy.
- (e) Capitalised words used in this Policy have the meaning given to them in the Customer service agreement unless defined in this Policy or the context requires otherwise.

### ii) Changes to this Policy

- (a) Corum Health can make changes to this Policy at any time by posting the updated Policy at [www.corum.com.au/legal](http://www.corum.com.au/legal) and giving Customers notice per the Customer service agreement. The Customer is responsible for checking this website regularly for updates. Any changes to the Policy will take effect per the terms of the Customer service agreement. If there is

any inconsistency between the Customer service agreement and this Policy, this Policy will apply.

### iii) Using the Services

- (a) In using the Services, the Customer will act responsibly and use the Services for lawful purposes only.
- (b) The Customer must not use, attempt to use or allow the Services to be used to store, send, distribute or otherwise make available any content or material that:
  - 1. Is prohibited by or breaches any applicable laws and any other order, regulation, standard, code of practice or guideline or which is likely to be offensive or obscene to a reasonable person;
  - 2. Is confidential or subject to copyright or third-party intellectual property rights (unless Customer has a lawful right to do so);
  - 3. Defames, harasses, threatens, or abuses anyone or violates their privacy or misuses their personal data; or
  - 4. Is otherwise illegal, fraudulent, or likely to give rise to civil liability or criminal prosecution.
- (c) The Customer must not do anything that endangers any person or the integrity, security, or performance of Corum Health's Network, systems equipment, or anyone else. Customer must not use, attempt to use or allow the Services to be used to:
  - 1. Obtain or attempt to obtain unauthorised access to Corum Health's or anyone else's equipment, systems, networks or personal data for any purpose;
  - 2. Store, send or distribute any viruses or other harmful programs, codes or malicious software;
  - 3. Store, send or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or network probing tools;
  - 4. Hinder, restrict or interfere with the regular operation of Corum Health's systems, network or equipment or that of anyone else;
  - 5. Conduct any activity that is not related to the procurement of the Services supplied by Corum Health;
  - 6. Access or search any part of the Services, or data relating to Services or other Corum Health Customers, by any means other

than Corum Health's publicly supported interfaces (for example, not engage in "scraping"); or

7. Hinder, restrict, or interfere with the ability of other people or systems to use Corum Health's Services or any services provided by anyone else.
- (d) Customer must comply with applicable laws in respect of the sending of unsolicited messages or spam and, in particular, must not:
1. Send, relay or distribute any unlawful unsolicited commercial electronic messages;
  2. Send messages that do not include accurate sender information and do not contain an unsubscribe facility; or
  3. Use or distribute any software designed to harvest email addresses.
- (e) In using the services, the Customer must not:
1. Obscure, alter or delete the source of the message that the Customer sends, or forge message headers;
  2. Send or distribute material with the intent of overloading the network or system or that of anyone else (e.g., 'Mail bombing'); or
  3. Make fraudulent offers or promote any type of financial scam (e.g., 'Pyramid schemes', 'Ponzi schemes').
- (f) The Customer must not do anything to authorise, aid, abet, encourage, or incite any person to do or attempt to do any of the acts or engage in any conduct that is prohibited by this Policy.
- (g) The Customer must not store, send, or distribute, attempt to store, share or distribute, or otherwise make any of the Service content, material, or data available to any third party.
- (h) This Policy provides examples of restricted behaviour but does not list all restricted behaviours. Corum Health retains full discretion to decide whether a Customer's use violates the Policy.

#### iv) Security

- (a) The Customer is responsible for implementing and maintaining the security of its use of the Services, including protecting the Customer's Corum Health account, devices, equipment, systems, and its own network against unauthorised access. More specifically, note that although Corum Health secures its network, the Customer is still responsible for securing the data that the Customer chooses to transmit through Corum Health's network and should encrypt its data. Corum Health won't be liable to anyone in any way for any losses or harm suffered to the extent caused (directly or indirectly) by the Customer's failure to encrypt its data.

#### v) Access to Internet content

- (a) The Customer is responsible for determining the content and information the Customer chooses to access on the Internet when using the Services.
- (b) The Customer's responsibility is to take all steps customer considers necessary (including the use of filtering programs) to prevent access to

offensive or obscene content on the Internet by children or minors who the Customer allows to use the Services.

- (c) The Customer must not use or attempt to use the Services to make inappropriate contact with children or minors who are not otherwise known to the Customer.

## vi) Content publishing

- (a) The Customer is responsible for any content Customer publishes on publishing mediums (e.g., websites, email, online forums) accessed via the Services.
- (b) The Customer must not use the Services to send or distribute any illegal content deemed obscene or offensive or otherwise unlawful under any applicable law. Customer must take appropriate steps to ensure that minors do not access or receive any content Customer has published that may be inappropriate for them.
- (c) The Customer must identify any content Customer publishes using the Services in accordance with the applicable codes of practice and guidelines relating to media or broadcasting or any other industry code or content standard that applies to Customer's use or distribution of that content.
- (d) If the Customer fails to comply with the requirements in this section 6, Corum Health may suspend or terminate the Services on reasonable notice, provided that Corum Health may immediately suspend Services without notice if Customer materially fails to comply with this Acceptable Use Policy.
- (e) The Customer warrants that the content Customer copies, stores, sends, distributes, or otherwise makes available using the Services complies with this Policy including applicable laws in respect of data protection and privacy. Customer authorises Corum Health (or Corum Health's agents) to copy, store, send, distribute, or otherwise make available such content as necessary for Corum Health to deliver the content.

## vii) Corum Health's compliance obligations under applicable laws

2) The Customer acknowledges that:

- (a) Copyright owners or their agents may direct Corum Health to remove copyright materials from the network or systems or to prevent people from accessing those materials;
- (b) Corum Health may provide information (including personal information) about Customers and their use of the Services to copyright owners and their agents;
- (c) Appropriate law enforcement authorities or agencies may direct Corum Health to remove from the network and servers any content which is

classified, or likely to be classified, as prohibited, obscene or indecent content;

- (d) Corum Health may take steps to minimise the amount of unsolicited electronic messages; and
- (e) Corum Health may take steps to comply with any such directions or requirements of law enforcement authorities or agencies without notice to the Customer.

## ii) Breach of this Policy

- (a) If Corum Health reasonably believes that the Customer, or someone with access to the Services, is using the Services in a way that breaches this Policy, Corum Health may take any responsive action Corum Health considers appropriate. This may include the blocking or removing any data or content or the suspension or termination of the Services. In the case of blocking or removal of data or content, the Customer shall have the right to terminate the Agreement under the Customer Services Agreement.
- (b) If practicable, Corum Health will first take reasonable steps to contact the Customer and allow the Customer to rectify a breach or suspected breach of this Policy within a reasonable period. What is a reasonable period will depend on the severity of the breach. It may be reasonable (e.g., if the breach is serious or continuing) to take responsive action immediately without notice. Before Corum Health terminates the Services, Corum Health will provide the Customer with notice and an opportunity to rectify the breach in accordance with the Customer's service agreement.
- (c) Corum Health's rights to suspend or terminate any Service will be exercised subject to any applicable laws in place in the jurisdiction in which the Services are delivered.