

# COUNSEL'S CHAMBERS LIMITED

## POLICY DOCUMENT

### Network (Data & VoIP) Connection Terms & Conditions

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### **1.0 PURPOSE**

The purpose of this document is to outline the terms and conditions on which connection/access is granted to the Counsel's Chambers Network ("CCL" or "the Company" or "the Network") that has been developed in order to protect the Counsel's Chambers Data and VOIP Network ("the CCL Network"), and the users/members of the CCL Network from malicious activity, either passive or active, from the Internet.

### **2.0 TERMS & CONDITIONS**

Network Members and Member Floors agree that access/connection to the CCL Network is granted based on the following terms and conditions;

- (a) The terms of the attached Acceptable Use Policy utilised by Telstra Bigpond Broadband data service as applicable to the data service provided by CCL as at 16 March 2006, and other policies that are currently in force or may be in force or changed from time to time (or at the last time before such policy is wholly abandoned);
- (b) That Virus definitions are kept up to date and that members run frequent virus scans;
- (c) That security patches for software and operating systems are promptly applied;
- (d) That login credentials will not be disclosed to anyone and members acknowledge that account misuse will result in immediate and permanent disconnection;

- (e) Attached is a Summary of the Cisco End-of –Life Policy. Hardware connected to the Network must be replaced prior to it being categorised as “end-of-life”;
- (f) Members acknowledge that hardware connected to the Network that is categorised as being “end-of-life” will be disconnected from the Network;
- (g) Only Cisco brand switching devices are permitted to be connected to the Network Core;
- (h) That Network Members and Member Floors acknowledge that it is the responsibility of individual Floors to replace hardware that has reached “end-of-life.” In particular Member Floors are responsible for the hardware replacement costs of the Floor Cisco Switching devices.
- (i) No equipment may be connected to the Network Core without the express permission of CCL;
- (j) Member Floors acknowledge that CCL will pay the ongoing annual maintenance costs associated with the individual Floor Cisco Switches (with the exception of those switches located on non-shareholder floors, in this situation, CCL will pay the maintenance costs and CCL will then invoice the floors for this service). Administration access to these Switches is to be exclusively controlled by CCL;
- (k) To ensure compliance and security, CCL will pay the annual maintenance costs for the services provided under the banner of the CCL VoIP service being the software maintenance for the Consoles (switchboards) and the Cisco maintenance for the CUWL and Unity/Cups licences (voicemail & presence). This cost will be invoiced by CCL to Member Floors annually for these services and Member Floors must reimburse CCL within 30 days from the date of the invoice, failure to reimburse CCL for these maintenance services will result in disconnection from the VoIP service;
- (l) Again to ensure compliance and security, Member Floors acknowledge that CCL will pay the cost for major software upgrades that is not covered under the annual software maintenance as described in (k) above, this cost will be invoiced by CCL to Member Floors at the time that the expense is incurred and Member Floors must reimburse CCL within 30 days from the date of the invoice, failure to reimburse CCL for these upgrades will result in disconnection from the VoIP service. Major version upgrades related to the Arc consoles are described in the attached end-of-life policy document;
- (m) Network Members and Member Floors acknowledge that CCL will be responsible for the maintenance contracts for all Network Core equipment and

floor access switches directly connected to the core. Network Members and Member Floors are responsible for the maintenance contracts on all other equipment and software connecting to the Network either physically or over wireless access technologies, unless otherwise described in these conditions. In addition to personal computers, this equipment will also include any equipment deployed by Floors to facilitate connection to CCL's wireless service.

- (n) CCL reserves the right to change or update these terms and conditions and other Network policies without notice. All current terms and conditions and policy documents will be published on the CCL website:

[www.counselschambers.com.au](http://www.counselschambers.com.au)

*Telstra Big Pond Advance*  
**Acceptable Use Policy**  
As of 16 March 2006

Published as at 16 March 2006 at:

<http://www.bigpond.com/internet-plans/broadband/adsl/acceptableuse/>

**BIGPOND BROADBAND**

**BIGPOND WIRELESS BROADBAND, CABLE, ADSL AND SATELLITE  
ACCEPTABLE USE POLICY**

1. Introduction

1.1 If you have an agreement with Telstra for a service ("Service") that includes or incorporates this Acceptable Use Policy ("AUP"), you must comply with this AUP when you use that Service.

1.2 A reference to "you" in this AUP includes a reference to your officers, employees, contractors, agents and anyone else (other than Telstra or its representatives) who uses the Service.

2. What you cannot use the Service for

2.1 You must not use the Service, attempt to use the Service or allow the Service to be used in any way:

**\*Breach of law\***

(a) which results in you or Telstra breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;

**\*Damage to property or people\***

(b) which results, or could result, in damage to property or injury to any person;

(c) to harass, menace or stalk people;

**\*Protection of minors\***

(d) which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

**\*Discrimination\***

(e) which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;

\*Obscene, defamatory, offensive, abusive\*

(f) to send, display, access, make available, publish, distribute or be otherwise involved in material which is obscene, defamatory or is, or would be regarded by Telstra, acting reasonably, as, in all the circumstances, offensive;

(g) which is, or which would be considered by a reasonable person to be, offensive or abusive;

\*Illegal business practices and gambling\*

(h) to engage in any misleading or deceptive business or marketing practice;

(i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

\*The rights of others\*

(j) which infringes Telstra's or any other person's rights (including intellectual property rights and moral rights);

(k) which constitutes a misuse of Telstra's or any other person's confidential information; or

(l) which results in a breach by you of any obligation that you owe to any person.

### 3 What you cannot use the Service to do

3.1 You are not authorised to access Telstra's computer systems or networks for any purpose other than to use the Service in accordance with this AUP and your agreement with Telstra for supply of the Service.

#### 3.2 You must not:

\*Interfering with services and systems\*

(a) interfere with the proper operation of the Service or any other part of Telstra's network or systems; or

\*Newsgroups, forums and chatrooms \*

(b) use the Service to contribute to, or participate in, a Newsgroup, forum or chat room in a way that has an adverse effect on the proper operation of those Newsgroups, forums and chat rooms.

3.3 You must not use the Service, attempt to use the Service or allow the Service to be used:

**\*SPAM and USENET SPAM\***

(a) to send, cause the sending of or otherwise be involved in the sending of, SPAM or USENET SPAM; SPAM means

(i) unsolicited commercial electronic messages as defined in the Spam Act 2003 (Cth) sent in breach of the Spam Act; or

(ii) Bulk electronic messages of any kind (including email, fax, SMS and ICQ messages). A bulk electronic message is when you send over 20 electronic messages or an electronic message to over 20 recipients during a period of 10 consecutive minutes.

USENET SPAM means Excessive electronic Newsgroup messages. Excessive means posting the same or substantially the same message ("Message") to one or more Newsgroups resulting in a Bredbart Index of 20 or more. A Bredbart Index is calculated by multiplying the number of Messages by the square root of the number of Newsgroups that they are posted to over a consecutive 45 day period.

**\*Virus, denial of service attacks\***

(b) in connection with any program (including a virus, Trojan horse, worm, cancelbot or time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Telstra's or anyone else's);

**\*Open relay and port probing\***

(c) to access or use Telstra's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;

**\*Spoofing\***

(d) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or

**\*Usage limits\***

(e) to manipulate or bypass Telstra's content usage limits by any means including connecting multiple modems to the Service.

3.4 If your Service is a BigPond Satellite service, you must not resell the Service or any of its components or content provided via the Service.

#### 4. Other obligations related to SPAM and USENET SPAM

4.1 You must not benefit from SPAM or USENET SPAM (which includes causing or requesting any of your details to appear in SPAM or USENET SPAM and/or receiving responses to SPAM or USENET SPAM).

4.2 You must not purchase, create, use, distribute, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, SPAM or USENET SPAM.

4.3 If you send Bulk solicited electronic messages, then:

(a) you must include in each message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you ("Opt Out Notice"); and

(b) if you are sent an Opt Out Notice, then you must immediately comply with the notice.

#### 5. Email messages

5.1 We set limits on the size of emails sent to or by you using your BigPond email account, the period for which email messages can be stored on BigPond servers and the maximum disk space that will be allotted on BigPond servers for your Service. These limits are set out in the Plan Table for your chosen plan ("Mail Quota").

5.2 We will delete any electronic mail message sent by you or addressed to you using your BigPond email account if:

- \* the size of the mail message addressed to you (including attachments) exceeds your Mail Quota;
- \* the size of the mail message sent by you (including attachments) exceeds 10 MB;
- \* the total of your undeleted messages (including attachments) exceeds your Mail Quota; or
- \* you have not deleted the message within 180 days of it becoming available to you (whether read or unread). We recommend that you delete emails on a regular basis. Once deleted, the message will not be able to be retrieved.

5.3 You will not send any electronic mail message via SMTP that is sent using a server other than the BigPond SMTP server, unless we otherwise agree with you. Please note this does not restrict your use of email services accessed solely via a web browser such as Hotmail.

5.4 We will delete any electronic mail message in your BigPond email account where the message has been stored in the Deleted or Spam folders 7 days after the message becomes available to you.

5.5 If we delete any electronic mail messages in your BigPond email account under the terms of this agreement we are not required to notify you or the sender of the mail message(s).

5.6 If your Service is cancelled, we may delete any stored or received emails in your BigPond email account after 30 days.

## **Summary of Cisco End-of-Life policy**

For hardware products, Cisco follows the following procedure.

Six months before a product is categorised as “End of Sale” a notice is dispatched and the product is listed on the End of Sale web page.

Once the product has reached the End of Sale, it is no longer available for sale through the Cisco point of sale mechanisms.

For the following year new support contracts can be purchased for the product and Cisco continue to provide maintenance releases, bug fixes and critical patches.

For the subsequent four years Cisco may still release software patches, but it may be necessary to upgrade to a different software release. Existing contracts can be renewed but new contracts can not be purchased.

After 5 years from the end of sale date, the product is deemed end of life. Cisco will no longer provide technical support or maintenance releases for the product.

## **Version upgrades for Arc**

Minor version and maintenance releases (eg version 4.5 to 4.6) for the Arc console are included in the annual maintenance fee. Major version releases (eg version 4.x to 5.x) are not covered by the maintenance agreement and attract a per-console upgrade charge which must be done site-wide. Major versions are released every 1.5 - 2 years. Old major versions are only supported for 3 - 4 years after the release of the new version.

## **References**

End of Life policy:

[http://www.cisco.com/en/US/products/products\\_end-of-life\\_policy.html](http://www.cisco.com/en/US/products/products_end-of-life_policy.html)

End of Sale products:

[http://www.cisco.com/en/US/products/prod\\_end\\_of\\_life.html](http://www.cisco.com/en/US/products/prod_end_of_life.html)