

Copyright Policy

Date Created: 25th November, 2010

1. About the Policy

M2 Telecom respects the intellectual property rights of third parties and the interests of its subscribers and content providers on the internet. Clause 22(b) of M2 Telecom's Full Standard Form of Agreement (see our website at <http://m2.com.au/Customer-Care/Customer-Terms>) obliges customer's to refrain from storing or transmitting any unlawful, threatening, defamatory offensive or pornographic material, including copyright infringement.

2. Meaning of Terms under this policy

M2 Telecommunications Pty Ltd (ABN 65 090 251 424) is defined as '**We**', '**Us**' or '**Our**'. The customer or end-user of our services is defined as '**You**' or '**Your**'. Undefined words have the same meaning as in the Telecommunications Act, 1997. Unless specified, these terms & conditions apply to all Services provided by us.

Policy means this document, as may be amended by Us from time to time on 14 days notice;

Service means an internet service provided by M2 Telecom, together with associated services and software such as email facilities and web space;

- 2.1 You will be held responsible for copyright infringement if:
You hold an account with Us and
A third party asserts that Your account has been used to commit copyright infringement,
or
There is good evidence that Your account has been used to commit copyright infringement
- 2.2 **Good evidence** of infringement includes:
 - A court ruling
 - A statutory declaration (or equivalent) by a third party
 - Any other notice, demand or evidence that the law entitles Us to take as proof of copyright infringement or a reasonable likelihood of copyright infringement

3. Where We become aware of an infringement by You

If You infringe for the 1st time:

We shall open up a record:

- 3.11 We shall notify You about the record and its date via Your contact email account
- 3.12 We shall provide You with 48 hours to reply to the notification sent

If You infringe for a 2nd time:

3.2 We shall check to see if there is a record of any prior infringements. If there is one:

- 3.21 We shall keep a record
- 3.22 We shall notify You about the record of 2nd infringement and its date via Your contact email account
- 3.23 We shall provide You with 48 hours to reply to the notification sent
- 3.24 We may terminate Your account and charge applicable termination fees

If You infringe for a 3rd time:

3.3 We shall check to see if there is a record of any prior infringements. If there are 2:

- 3.31 We shall keep a record
- 3.32 We shall notify You about the record of the 3rd infringement and its date via Your contact email account
- 3.33 We shall provide You with 48 hours to reply to the notification sent
- 3.34 We may at our discretion terminate Your account and charge applicable termination fees

If You infringe for a 4th time:

3.4 We shall check to see if there is a record of any prior infringements. If there are 3, You will be deemed as a 'repeat infringer' and:

- 3.41 We shall keep a record
- 3.42 We shall terminate Your account and charge You any applicable termination fees

4. Where We become aware of an infringement on Our network, or a link to which Our network links to

4.1 Where We have received a notice of infringement that following Our review makes it apparent that an infringement is occurring on Our network, We shall:-

- 4.11 remove that material from Our network as soon as is practicable after such notification,

4.2 Where we have received a notice of infringement, that following our review makes it apparent that an infringement is occurring on a network linked to our network,

- 4.21 We will incapacitate Your link to our network as soon as is practicable after Us receiving such notification

4.3 We will, subsequent to Us receiving the original notice of infringement, inform You of any actions We have taken in respect to infringements under this section.

5. Future Changes

We reserve the right to change this policy at any time and notify You by posting an updated version of the policy on its website. The amended policy will apply between us whether or not We have given you specific notice of any change. We encourage you to review this policy periodically because it may change from time to time.