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1. Overview

- 1.1. This acceptable use policy (“Policy”) sets forth the general guidelines and acceptable and prohibited uses of any Instant Online platform (“Platform”) and any of its related products and services (collectively, “Services”). This Policy is a legally binding agreement between you (“User”, “you” or “your”) and Instant Online (“IO”, “we”, “us” or “our”). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use any Instant Online Platform or any of its related products and services. By accessing and using the Platform and/or Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and Instant Online, even though it is electronic and is not physically signed by you, and it governs your use of the Platform and Services.
- 1.2. Instant Online (hereafter, ‘IO’) reserves the right to recover any relevant damages and to seek prosecution of the offending party or parties at its sole discretion. This clause is subject to compliance with applicable New Zealand laws, including the Harmful Digital Communications Act 2015 and the Privacy Act 2020.

2. Prohibited Activities and Uses

- 2.1. You may not use the Platform and/or Services to upload, post, transmit, share, publish content or otherwise make available content that is illegal under applicable law, abusive, defamatory, harassing, false, misleading or deceptive, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this Policy:
 - Distributing malware or other malicious code.
 - Disclosing sensitive personal information about others in violation of the Privacy Act 2020.
 - Collecting, or attempting to collect, personal information about third parties without their knowledge or consent, in accordance with the Privacy Act 2020.
 - Distributing pornography or adult related content.
 - Managing payment aggregators or facilitators such as processing payments on behalf of other businesses or charities.
 - Facilitating pyramid schemes or other models intended to seek payments from public actors as prohibited by New Zealand law.
 - Infringing, breaching or misappropriating the intellectual property or other proprietary rights of others, as protected under the Copyright Act 1994.
 - Using the Platform and/or Services in any way which causes, or may cause, damage to the Platform or interferes with any other person’s use or enjoyment of the Platform.

- Using the Platform and/or Services in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable New Zealand law, regulation, or governmental order.
- Making, transmitting, or storing electronic copies of content protected by copyright without the permission of the owner, in violation of the Copyright Act 1994.
- Facilitating, aiding, or encouraging any of the above activities through the Platform and/or Services.

3. Passwords and Credentials

- 3.1.** The login (computing account/password combination referred to as “Credentials”) identifies a single individual and is reserved for that individual, who is personally responsible for it.
- 3.2.** Credentials must conform to the complexity requirements as indicated by the Platform and/or Services notifications.
- 3.3.** Credentials, including your username and password, must not be shared with any third party and must comply with the security requirements. Please keep your login, password and/or other authentication information secure. Do not write this information down or use details which could be easily guessed by any person. You are responsible for protecting your login and password and for the security of your computer (and any network which you are responsible for), including anti-virus and other relevant security measures to prevent unauthorised use of, and access to, your Platform account, and it is strongly suggested that users change their password frequently, at least every 3-6 months.
- 3.4.** We recommend that Users never leave computers unattended while logged in.
- 3.5.** Information containing Credentials should never be stored locally on any public access computer (library, internet café, etc.).
- 3.6.** Users may not share their Credentials with anyone at any time. Compromised Credentials will be suspended at IO’s sole discretion.
- 3.7.** Users will be held accountable for any activity which occurs using their Credentials.

4. System Abuse

- 4.1.** Any User in violation of the Platform and/or Services security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following:
 - Use or distribution of tools designed for compromising security of the Platform and Services.
 - Intentionally or negligently transmitting files containing a computer virus or corrupted data.
 - Accessing another network without permission, including to probe or scan for

vulnerabilities or breach security or authentication measures.

- Unauthorized scanning or monitoring of data on any network or system without proper authorization of the owner of the system or network.

5. Service Resources

5.1. You may not consume excessive amounts of the resources of the Platform and/or Services or use the Platform and/or Services in any way which results in performance issues, or which interrupts the Services for other Users. Prohibited activities that contribute to excessive use, include without limitation:

- Deliberate attempts to overload the Platform and Services and broadcast attacks (i.e. denial of service attacks).
- Engaging in any other activities that degrade the usability and performance of the Platform and/or Services.

6. No Spam Policy

6.1. You may not use the Platform and/or Services to send spam or bulk unsolicited messages. We maintain a zero-tolerance policy for use of the Platform and/or Services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the applicable New Zealand law (Unsolicited Electronic Messages Act 2007).

6.2. Your products or services advertised via SPAM (i.e. Spamadvertised) may not be used in conjunction with the Platform and/or Services. This provision includes, but is not limited to, SPAM sent via fax, phone, postal mail, email, instant messaging, or newsgroups.

6.3. Sending emails through the Platform and/or Services to purchased email lists ("safe lists") will be treated as SPAM.

7. Defamation and Objectionable Content

7.1. We value the freedom of expression and encourage Users to be respectful with the content they post. However, under the Harmful Digital Communications Act 2015, we reserve the right to moderate, disable, or remove any content to prevent harm to others or to us or the Platform and/or Services, as determined at our sole discretion. We are not a publisher of User content and are not in a position to investigate the veracity of individual defamation claims, but we will act to prevent harm in compliance with New Zealand law.

8. Copyrighted Content

8.1. Copyrighted material must not be published via the Platform and/or Services without the explicit permission of the copyright owner, or a person explicitly authorized to give such permission by the copyright owner. Upon receipt of a claim for copyright infringement, or

a notice of such violation, we will immediately run a full investigation and, upon confirmation, will notify the person or persons responsible for publishing it and, at our sole discretion, will remove the infringing material from the Platform and/or Services. We may terminate the access of Users with repeated copyright infringements. Further procedures may be carried out if necessary. We will assume no liability to any User of the Platform and/or Services for the removal of any such material. If you believe your copyright is being infringed by a person or persons using the Website and Services, please get in touch with us to report copyright infringement.

9. Security Enforcement

9.1. We reserve our right to be the sole arbiter in determining the seriousness of each infringement and to immediately take corrective actions, including but not limited to:

- Suspending or terminating your access to the Platform and/or Services with or without notice upon any violation of this Policy.
- Disabling or removing any content which is prohibited by this Policy, including to prevent harm to others or to us or the Platform and/or Services, as determined by us in our sole discretion.
- Reporting violations to law enforcement as determined by us in our sole discretion, in compliance with New Zealand law.

9.2. Nothing contained in this Policy shall be construed to limit our actions or remedies in any way with respect to any of the prohibited activities. In addition, we reserve at all times all rights and remedies available to us with respect to such activities at law or in equity.

10. Reporting Violations

10.1. If you have discovered and would like to report a violation of this Policy, please contact us immediately. We have no obligation to provide a response regarding the investigation process and/or outcomes.

11. Changes and Amendments

11.1. We reserve the right to modify this Policy or its terms related to the Platform and/or Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page and notify you via email or Platform notification. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

11.2. An updated version of this Policy will be effective immediately upon the posting of the revised Policy unless otherwise specified. Your continued use of the Platform and/or Services after the effective date of the revised Policy (or such other act specified at that time) will constitute your consent to those changes.

12. Acceptance of this Policy

12.1. You acknowledge that you have read this Policy and agree to all its terms and conditions.

By accessing and using the Website and Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Platform and Services.

13. Contacting us

13.1. If you have any questions, concerns, or complaints regarding this Policy, we encourage you to contact us using the details below:

info@instantonline.nz

This acceptable use policy was created with the help of the acceptable use policy generator at <https://www.websitepolicies.com/acceptable-use-policy-generator>