

Primus Copyright Infringement Policy

1. Background

The Core Terms of Primus' Standard Form of Agreement ("SFOA") for Internet Services provide that customers must not use our network or services for any unlawful purposes, including copyright infringement.

Our SFOA entitles us to terminate a customer's account for breaches of the SFOA. In particular, we may terminate an account without notice if we consider that the circumstances justify such action.

This is our policy regarding customers who repeatedly commit copyright infringement. We reserve the right to vary this policy from time to time, and to depart from it in particular cases if we consider it appropriate to do so.

2. Meaning of terms

2.1. You 'infringe' if:

- You hold an account with us;
- A third party asserts your account has been used to commit copyright infringement; and
- There is good evidence that your account has been used to commit copyright infringement.

2.2. 'Good evidence' of infringement includes a:

- Court ruling;
- Statutory declaration (or equivalent) by a third party; or
- Any other notice, demand, evidence, fact or circumstance that the law entitles us to take as proof of copyright infringement or a reasonable likelihood of infringement.

3. Infringements

3.1. Whenever you infringe, we will:

- 3.1.1. Keep a record of the infringement;
- 3.1.2. Notify you of the record and its date. We may send you this notice via your Primus e-mail account; and
- 3.1.3. Check your record for any prior infringements.

3.2. If, at the time we check your record for any prior infringements, you have:

- 3.2.1. no prior infringements, then we will record a 'First Infringement';
- 3.2.2. one prior infringement, then we will record a 'Second Infringement'; and
- 3.2.3. two prior infringements, then we will treat you as a 'Repeat Infringer'.

4. First Infringement

4.1 For a First Infringement, Primus will;

4.1.1 Keep a record of the infringement; and

4.1.2 Notify you of this record and its date. We may send you this notice via your Primus e-mail account.

5. Second Infringements

5.1. For a Second Infringement, Primus will;

5.1.1. Keep a record of the infringement; and

5.1.2. Notify you of this record and its date. We may send you this notice via your Primus e-mail account.

5.2. You will then have seven (7) days to show us, by written, signed statement, good cause why your account should not be terminated.

5.3. If you do not show good cause why your account should not be terminated by the end of the seven (7) days, we will terminate your account.

5.4. We will not assist you in showing good cause. It is up to you to provide a compelling reason why we should not terminate your account.

5.5. Even if you are able to show good cause why we should not terminate your account, your record will still show a Second Infringement – we will not clear your infringement record simply because you have been able to show good cause why your account should not be terminated.

6. Third Infringements

6.1. For a Third Infringement, you will be classified as a 'Repeat Infringer' and Primus will:

6.1.1. Keep a record of the infringement;

6.1.2. Notify you of this record and its date. We may send you this notice via your Primus e-mail account; and

6.1.3. Terminate your account.