

# Acceptable Use Policy

## 1. About This Policy

- (a) This is our Acceptable Use Policy. It applies to all Services we supply to all our customers ('you') and Users.
- (b) We may amend this policy from time to time by putting a notice on our website and/or giving you notice by email.
- (c) You must comply with this policy and you must ensure that all Users and each person who uses your or their Service agrees to comply with this policy.
- (d) You are responsible for all use of the Service and for compliance with this policy whether or not you authorise the use.
- (e) We may, without liability, suspend or cancel the Service to you without notice if we reasonably consider you have breached or are likely to breach this policy. Similarly, we may, without liability, suspend or cancel the Service to a User, if we reasonably consider the User has breached or is likely to breach this policy. We may do this whether the breach or likely breach is intentional or authorised by you or the User, or not.
- (f) In this policy, 'User' means a person who acquires a product or service that relies on the Service, who is the ultimate recipient or user of the Service (excepting you), to whom we supply the Service at your request, to whom you resupply the Service, or whom you authorise to use or distribute the Service.

## 2. Security

- (a) You must take reasonable steps to keep secure any equipment and infrastructure you use in connection with the Service to ensure that unauthorised access to the Service does not occur.
- (b) You must keep your passwords and account details confidential, install and keep up to date antivirus and firewall software and keep your operating systems and software up to date.
- (c) You must keep secure, and back up as appropriate, any data stored on equipment you use in connection with the Service. We will not be liable for any misuse or loss or corruption of your or User data.

## 3. Unacceptable Use

You must not use or try to use the Service in any manner:

- for any illegal or fraudulent purpose;
- to endanger a person or damage property;
- to commit an offence;
- to communicate, transmit or distribute any computer worms, trojans, viruses, or other similar programs;
- to communicate, transmit or publish any harassing, abusive, menacing, defamatory or illegal material;

- to send unsolicited electronic message(s) or do anything else in breach of the Spam Act 2003;
- to reproduce, download, distribute, transmit, publish, store, copy or exploit any material in any way which infringes copyright, patent, trade mark, design or other intellectual property rights; • to access, store, copy, distribute or publish any content in contravention of applicable law or regulation;
- to provide or permit unrestricted access to content contrary to relevant classification rules;
- to hack or gain unauthorised access to or control of, or to conduct unauthorised monitoring of, any equipment, system, network, accounts or private or confidential information of others;
- to do anything which might compromise the security or safety of, or which might damage, interrupt or interfere with the operation of the Service, or the networks used to supply the Service;
- to violate a law or cause us to violate a law.

#### 4. General

(a) You must comply with our reasonable directions, those of our network suppliers and any government or regulatory body in relation to use of the Service. You must comply with any third party rules and pay for any third party charges related to content or services you or Users access via the Service.

(b) You are responsible for all content you publish via the Service, and for all risks associated with your use of the Service, including risks associated with:

- downloading, accessing, viewing, using, transmitting, publishing or communicating material;
- making purchases; and
- transmitting personal or confidential information.

(c) You must take appropriate steps to prevent minors from accessing or receiving any content that may be inappropriate for them.

(d) By using the Service to reproduce, publish, display, transmit or distribute content, you authorise us (or our agents) to reproduce, publish, display, transmit and distribute the content as necessary for us to supply the Service.

(e) We do not supervise, control or authorise your or Users' access, use, receipt or transmission of material via the Service and we are not responsible for the content, nature or form of that material.

(f) We may, but are not obliged to, block access to, remove, or refuse to post any content that we consider is offensive, indecent, or otherwise inappropriate regardless of whether the content or its publication is unlawful

(g) We do not supervise or control whether material sent or received via the Service is sent or received correctly or at all or if it is corrupted or intercepted.

(h) We will not be liable for any loss, cost, damage, expense or liability related to your or any User's use of the Service.

## 5. Traffic Management

We may, without liability, implement traffic management measures to ensure that the minority of heavy use customers do not affect the Service for the majority of customers on the network. These measures include:

- traffic managing download speeds for certain customers during peak periods to improve the service for other users,
- limiting customers who have downloaded an excessive amount of data during a one hour period of the peak time frame to 256kbps on a one off basis for the remainder of the peak period for that day or month depending on their plan,
- managing the amount of bandwidth allocated to certain applications whose operation is not time-critical (such as Peer-to-Peer file sharing) during peak periods.