



Acceptable Use Policy

1. Application of the Service

- 1.1 You are required to sign-up to an appropriate account type to suit your required utilisation.
- 1.2 The Service includes a number of product features. Not all product features are activated as standard. Product features that require Customer activation are subject to reset should they remain unused for 3 months.

2. Disruption to the Service

- 2.1 You may not disrupt the Service(s). The Service(s) also may not be used to interfere with computer networking or telecommunications Services to any user, host or network, including, without limitation, denial of Service attacks, flooding of a network, overloading a Service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or Software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device.
- 2.2 Using the Service, to run open servers, such as SMTP relay, web proxy and NNTP, is prohibited. We define an open server being one which can be connected to over the Internet by hosts not in a trusted list.

3. Inappropriate Use

- 3.1 There may be content on the Internet or otherwise available through the Service(s) which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly to children. We can assume no responsibility for the content contained on the Internet or otherwise available through the Service(s). You must assume the risk of accessing content through the Service, and neither we nor any of our employees, shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider, and not us.
- 3.2 You are solely responsible for any information that you publish on the Internet or other Internet Service(s). You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. We and our employees reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.
- 3.3 You must not use the service or allow the service to be used:
in any way which breaks any law or the conditions of any licence or rights of others;
to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety;
to send, knowingly receive, upload, download, or use any material which is offensive, abusive, defamatory, obscene or menacing; or
in any way which we reasonably think will, or is likely to, affect how we provide the service to you or any of our customers.

4. Legal Obligations

- 4.1 We and our employees have no obligation to monitor transmissions made on the Service(s). However, we and our employees have the right to monitor such transmissions from time to time and to disclose the same in accordance with your Agreement.
- 4.2 By using the Service(s) to reproduce, publish, display, transmit and distribute content, you are warranting that the content complies with this Policy and you are authorising us and our employees to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner when required through legal processes.
- 4.3 If you do not abide by the limitations of your Service(s), you will have action taken against them, not limited to, but including instant termination of your account without a refund.
- 4.4 Any decision made by us in relation to this Service shall be final.

5 Broadband Acceptable Use Policy

5.1 General

- 5.1.1 The Broadband Internet access component of your account is based on a contended service. This policy contains guidelines on how you can use this Service. We manage our network using prioritisation techniques to ensure that during busy periods time sensitive applications such as VoIP, email, gaming and web browsing are given priority over bandwidth intensive, non-time-sensitive applications such as Peer-to-Peer (P2P) file sharing. Traffic shaping is used to a greater or lesser extent on all our Broadband Services.
- 5.1.2 These guidelines are to give you a clear expectation as to what constitutes fair and reasonable account usage. You are bound by these guidelines we impose on you, as a user of the Service, in order that we can operate a reliable service for our customers.
- 5.1.3 If you do not abide by the limitations of this account, we will take action against you not limited to, but including, instant termination of your account without a refund.
- 5.1.4 Any decision made by us in relation to this Service shall be final.