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## Acceptable & Fair Use Policy

### Introduction

We believe our customers should be able to use our services to easily communicate, extend their personal and business connections and collaborate to solve complex problems. However, we also believe that there should be certain rules on how our services are used to protect the safety and rights of other users and GigaComm.

Our Acceptable & Fair Use Policy explains these rules and the actions we may take if you breach them. It applies to all our Services that we supply to all our customers and users of our Services.

We may amend this policy from time to time by putting a notice on our website and/or giving you notice by email.

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.

### Terms

#### Security

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.

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.

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 and user data.

You acknowledge that when accessing the internet through this Service, there is a possibility that other parties may gain unauthorised access to:

- The Service or the GigaComm network; or
- Your equipment connected to the GigaComm network (including any software used in conjunction with such equipment); or
- Your confidential or personal information,

thereby causing harm damage or loss to you. You agree to bear all the risks of such harm, damage or loss occurring through your use of the Service.

#### Unacceptable use – all services

You must not use or try to use any 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, misleading, abusive, menacing, defamatory or illegal material, including making racist, sexist or discriminatory comments;
- 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 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 the Service, or the network used to supply the Service;
- to violate a law or cause us to violate a law.

#### Unacceptable use – voice and mobile services

If we are providing you with a Hosted Voice service, you must not undertake or attempt to undertake any of the following:

- use of an autodialer or a system capable of autodialing;
- continuous or extensive call forwarding;
- use of virtual extensions for regular business use;
- continuous connectivity for the purpose of making outbound calls;
- making numerous short duration calls;
- calling any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process;
- unlawful or unauthorised telemarketing;
- use for the purpose of supporting a call centre type of business.

#### General

Your Service is strictly for personal use, whether you are a residential consumer or small business customer. The Service may not be used for any resale purpose whatsoever without the prior written consent of GigaComm. In the event that a Service is used for resale purposes without GigaComm's prior written consent, GigaComm will immediately cancel the Service.

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.

You are responsible for all content you publish via the Service, and for all risk 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.

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

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.

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.

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.

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.

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

#### **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 management of download speeds for certain customers during peak periods to improve the service for other users;
- limited customers who have downloaded an excessive amount of data during a one hour period of the peak time frame to 10Mbps 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.