

# Fair Use Policy

## 1. General

The purpose of the Fair Use Policy is to ensure that our customers do not use our service in a manner that is unreasonable or unacceptable. You must use your service for its intended use as a residential customer for personal use, or a business customer in the ordinary course of your business.

This Policy applies to all customers who acquire Services from us. Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use Services you acquire from us ("your Services") also complies with this Policy. Your failure to comply with this Policy (including by any person who you allow to use your Service) may lead to the suspension or termination of your Service.

## 2. Unreasonable or Inconsistent Use

We consider it unreasonable use of our service should you engage in activity that is not standard or causes a detrimental interference with the integrity of the network. It is unreasonable if you are a residential customer to use the service for anything other than ordinary personal use or if a small to medium business customer, using the service in a manner that is not regarded as ordinary business use.

Our services and pricing are based on the expected usage of the service by our customers. You warrant that you will not use, or attempt to use, the Service in any way that is inconsistent with the typical or expected usage of the Service. It is deemed to be an unreasonable use of our Services where your use is considered by us to be excessive, fraudulent, or to adversely affect the network or other customers' use of or access to our Service or Network.

## 3. Unacceptable Use

The following non-exhaustive list provides examples of what we consider unacceptable use of our service:

- Sending unwanted or unsolicited electronic messages to individuals or businesses;
- Gaining improper access to another's personal or private information;
- Defaming, harassing, or abusing anyone or violating their privacy;
- Distributing or making available misleading or deceptive material;
- Monitoring data or any network system that you do not have authorization to monitor;
- Unauthorized access to another computer system or network; or
- Contravening any laws.

#### **4. Breach of the Fair Use Policy**

If you breach the Fair Use Policy (including any breach by any person who you allow to use your Service), we may contact you and, if appropriate, ask that you modify your usage. If you do not modify your use, we may suspend or cancel your service immediately and without notice. We reserve the right to suspend or cancel your service immediately and without notice to you if it is considered appropriate.

#### **5. Changes**

We may vary this Policy by giving you notice by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with us. Your continued use of your Service after such notice will constitute acceptance of the variation.

**Our ISP | ABN 95 679 344 417**

**Address: 10/150 Chesterville Rd, Cheltenham, 3190**