

# Fair Use Policy

The following Policy relates to the usage of all Airband's broadband services. This Policy is in place to ensure our customers have access to a reliable broadband connection whatever the time of day. This involves monitoring the amount customers download and managing non-time critical traffic on our network, such as peer-to-peer sharing.

Any use of our broadband services by a customer, or anyone else via a customer's account, must comply with this Policy. If there is a breach of this Policy by the customer's account, we may:

- a) contact the customer with notice of your usage and action to stop or moderate the unacceptable use;
- b) restrict the customer's usage and broadband speeds; or
- c) terminate or suspend the customer's service, with or without notice as we consider appropriate.

This Policy is in addition to the Terms and Conditions for Airband broadband services. If there is any inconsistency between the Fair Use Policy and the Terms and Conditions, the Policy will stand.

## 1. Unacceptable Use

You must not use Airband broadband services for:

- a) fraudulent, unlawful, criminal or otherwise illegal activities;
- b) sending, receiving, publishing, posting, distributing, uploading or downloading any material that is illegal, offensive, abusive or indecent;
- c) continually excessive use, for example, by sending or downloading very large files or using peer-to-peer file sharing software;
- d) knowingly or carelessly creating, transmitting, storing, publishing or uploading any electronic material which is known or likely to cause, damage or destroy computer software, hardware or equipment owned by either Airband or any other user or person;
- e) activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;

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- f) anything that may disrupt or interfere with our network or broadband services;
- g) granting access to the Airband broadband service to others not located at the premises at which the account is connected, or, in any way reselling the broadband service to third parties;
- h) evading authentication or the security process of our network.

## 2. Systems and Network Security

You must be responsible for ensuring that security information remains confidential to prevent the network from being accessed by any unauthorised person, including responsibility for:

- a) the provision of information for any equipment, hardware, software or systems relating to the network;
- b) the provision of any security information to any third parties;
- c) the improper use of the network, including using security information to access, or attempt to access, parts of the service for which you do not have access rights;
- d) the use of security information to connect the Airband network to insecure machines or services with the ability to be exploited by others to carry out actions which constitute a breach of this Policy;
- e) shared access with others (for example, neighbours). Any usage others make on your connection will be attributed to your account and count towards your monthly download allowance or excessive usage.

## 3. Users on your Account

It is often the case that as an account holder, you are unaware of everyone's exact usage in your household or premises. However, it is your responsibility as account holder:

- a) for all use of the Airband broadband service through your account and for any breach of this policy whether you were aware of said usage or not. You agree that Airband are not responsible for any of your account activities using the Airband service and network;

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- b) to determine the appropriateness of the content accessed via Airband services for anyone within your household or premises, including employees and children.

## 4. Excessive Usage and Monthly Allowances

Airband set monthly allowances and excessive usage amounts in order to ensure our customers receive the best possible service and value.

- 4.1 If you subscribe to an Airband product that has an allowance on the amount of data you can download or upload via your Airband internet access each month (e.g. 10GB, 20GB, etc.), you must remain within the usage allowance stated in your package.
- 4.2 Some of our packages offer Unlimited data allowance, however, this 'Unlimited' amount is still subject to the Fair Use Policy for a contended service and appropriate action will be taken if Airband perceive usage to be unfair and destructive to other customers' service.
- 4.3 Airband endeavour to provide our customers with as much information and notice of their usage before charges are incurred. Airband will send you an email notification, to the email address you have provided to us, when your usage has reached 60%, 90% and 105%.
- 4.4 You are also provided with an account login to access your account details online allowing you to: change account details, view usage and purchase more data.
- 4.5 If you exceed your usage more than twice in any six-month period, we may ask you to upgrade your package inline with your usage.
- 4.6 In rare cases, continual excessive usage may lead to the suspension or termination of your service, with or without notice as Airband consider appropriate.