

## Acceptable Use Policy

This Policy applies to all customers who acquire Internet Services from us and has been designed to ensure everyone gets a fair go. Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use your Internet Service also complies with this Policy.

Your failure to comply with this Policy (including by any person who you allow to use your Internet Service) may lead to the suspension or termination of your Internet Service.

### 1. Responsible Usage

You are responsible for your actions on our network and systems you access through your Internet Service. If you act recklessly, or irresponsibly in using your Internet Service, or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- ❖ store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful or which is likely to be offensive or obscene to a reasonable person;
- ❖ to make inappropriate contact with children or minors
- ❖ to access, store, reproduce, distribute, publish or commercially exploit any information or material of any kind that infringes any copyright, patent, trade mark, design or other intellectual property right
- ❖ to transmit, publish or communicate any material or engage in any conduct which is defamatory, abusive, menacing or harassing;
- ❖ for illegal purposes or practices
- ❖ access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- ❖ access, download, store, send or distribute any viruses or other harmful programs or material;
- ❖ send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in clause 2, or overload any network or system including our Network and systems;
- ❖ use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;

### 2. Spam

In this Policy, "Spam" includes one or more unsolicited commercial electronic messages with an "Australian link" as contemplated by the Spam Act 2003.

You must not use the Service to:

- ❖ send, allow to be sent, or assist in the sending of Spam;
- ❖ use or distribute any software designed to harvest email addresses; or
- ❖ otherwise breach the Spam Act 2003 or any regulations made under the Spam Act 2003.

This Policy prohibits you from using your Internet Service to send Spam. If you breach this prohibition, EHW may suspend or terminate your Internet Service. The circumstances in which we may do so are set out in section 5 below.

### 3. Excessive use

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service.

We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

## 4. General

You are responsible for determining the content and information you choose to access on the Internet when using your Internet Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Internet Service. You may obtain further information on content filtering products at the Internet Industry Association (IIA) website.

You must use reasonable endeavours to secure any device or network within your control, including protection of account details, passwords and protection against unauthorized usage of your Service by third parties, including where appropriate:

- ❖ the installation and maintenance of antivirus and firewall software;
- ❖ the application of operating system and application software patches and updates;
- ❖ protecting your account information and password and taking all reasonable care to prevent unauthorised access to your service, including taking reasonable steps to secure any Wi-Fi network that you operate;
- ❖ requiring any persons that you allow to use your Service from time to time to also comply with this Policy
- ❖ maintaining and enforcing appropriate workplace and guest user policies that are consistent with the requirements of this Acceptable Use Policy.

You are responsible for all charges incurred by other persons who you allow to use your Internet Service, including anyone to whom you have disclosed your password and account details.

## 5. Suspension or Termination

EHW reserves the right to suspend your Internet Service if you are in breach of this Policy, provided that we will first take reasonable steps to contact you and give you the opportunity to rectify the breach within a reasonable period. What is reasonable in this context will depend on the severity of the problems being caused by the breach (for example, if you commit a serious or continuing breach, it may be reasonable to immediately suspend your Internet Service without notice to you).

Our right to suspend your Internet Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.

## 6. Changes

EHW 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 Internet Service after such notice will constitute acceptance of the variation of your service agreement with us. .