



harbour isp

ACCEPTABLE USE POLICY

Introduction

Selecting a plan, signing up for your contract with Harbour ISP and using our Service indicates your acceptance of this Acceptable Use Policy (AUP), and has the same force and effect as if you had actually signed an agreement to comply with the AUP.

In the AUP 'you' and 'your' mean the customer (that is, you!); 'we', 'our' and 'us' mean Harbour ISP; and 'our Services' means the provision of internet broadband services we have agreed to provide to you under the plan you have chosen.

You agree to accept total responsibility for the content of files owned by you and stored on our network, and also accept total responsibility for any data transmitted or caused to be transmitted across our network.

You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Service, and you agree not to disclose this to any other person.

You are responsible for securing your computer and your home wireless or wired network.

You agree that any data destined to or originating from your Network Termination Device (modem) will be counted against your monthly data allowance regardless of whether or not you requested it and whether or not it reached your computer.

You agree to accept Harbour ISP's data usage figures for your service as being a true and correct record of your usage.

You must notify us immediately if your username and/or password are lost or you think that your username and/or password are being used without your authorisation.

You will be responsible and liable for any unauthorised use of the service.

You are also bound by our Terms and Conditions, which contain definitions of some of the terms used here. Please make sure you read them as they also contain some rules about usage. Please also check the FAQs if you have any doubts about usage.

If in our opinion you fail to comply with this AUP we may suspend your access to our Services. If you repeatedly fail to comply, we will terminate your access to our Services. We will notify you if we do either of these things. If we terminate your Services for breach of this AUP, you may be required to pay a cancellation fee if your termination date is before the end of your agreed contract term.

If we think it necessary, we may monitor the conduct of your account to determine whether this policy is being followed.

This AUP is not completely comprehensive. If you use our Services in any way which we reasonably determine is illegal or detrimental to the Harbour ISP network, our Services or any of our customers, we reserve the right to suspend or terminate your access without notice.



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What you cannot use our services for

You must not use our Services, attempt to use our Services or allow anyone else to use our Services using your account, in any of the following ways.

You must not do anything which:

- a) Results in you or Harbour ISP breaking the law or being involved in breaking any law, order or regulation (including a foreign law, order or regulation such as international data protection and Copyright laws), or a mandatory code of conduct. For example, you must not illegally copy other peoples' copyright material and illegally use or distribute it;
- b) Results in, or could result in, damage to property or injury to any person or harasses, menaces or stalks people;
- c) Puts children at risk by enabling a child to access material inappropriate for a child or by you establishing (or trying to establish) inappropriate contact with a child;
- d) Unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender, sexual preference or nationality;
- e) Involves you engaging in any illegal business practices, misleading or deceptive business or marketing practice, or which involves providing or promoting an illegal pyramid selling scheme or unlawful gambling or gaming activities;
- f) Interferes with the rights of other people, that is you send, display or are otherwise involved in material which is obscene or defamatory or which is offensive or abusive; which infringes Harbour ISP's or any other person's rights (including intellectual property rights such as copyright, and moral rights); or which constitutes a misuse of Harbour ISP's or any other person's confidential or personal information.

What you cannot use our services to do

You are not allowed to access our network for any purpose other than to use our Services in accordance with this AUP and your contract with us for our Services under the plan you have selected.

You must not interfere with the proper operation of our Services or any part of Harbour ISP's network or systems.

You must not use our Services or attempt to use our Services or allow our Services to be used by anyone else: to send, or in any way be involved in sending, spam. Spam means unsolicited emails usually in ‘

- a) Bulk. You must comply with the Spam Act 2003 (Cth); in connection with any virus, Trojan horse, worm, cancelbot, time bomb or activity including a Denial of Service attack, that is designed to provide or allow unauthorised control of, or result in an adverse effect on, a



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computer, a network or data (whether the computer, network or data is Harbour ISP's or anyone else's);

- b) to access or use, or attempt to access or use, Harbour ISP's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) ARBOUR ISP
- c) regardless of whether or not such access or use has any adverse effect on the system, network or data;
- d) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or e) to manipulate or bypass Harbour ISP's content usage limits.

Standard email accounts have a maximum capacity of 100MB depending on your plan, and we will not transmit any single email greater than 8MB in size. Peer to peer traffic is limited to 64/64kbps.

Restricting your use

If in our opinion your use of the Service is so heavy or excessive at any time that it will adversely affect the quality of the Service received by other customers we may shape or slow your access to the network.

If you exceed your Normal Data Allowance during a Billing Period, your Peak Information Rate will be reduced to 128/128 kbps for the remainder of that Billing Period. If you then increase your Excess Data Usage by placing a continuous load on the service, your Peak Information Rate will be progressively reduced. If you have chosen an unshaped plan we charge 0.8c per megabyte for Excess Data Usage .

A note about Spam

You must comply with the law regulating Spam (Spam Act 2003 (Cth)), including:

- a) You must include in each commercial message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you; and if you are notified that any recipient doesn't want to receive emails like that, then you must
- b) Immediately comply with the notice.

We reserve the right to forbid you to use our Services for commercial emailing purposes.